THIS PRIVATE PLACEMENT STATEMENT, THE INFORMATION PROVIDED HEREIN AND ANY ADDITIONAL INFORMATION OR MATERIALS PROVIDED TO YOU IN CONNECTION HEREWITH OR THE CONTEMPLATED SALE AND ANY ADDITIONAL COMMUNICATIONS RELATED TO THE CONTEMPLATED OFFERING ARE CONFIDENTIAL. YOU MAY NOT COPY THIS DOCUMENT (EXCEPT THAT YOU MAY MAKE COPIES FOR YOUR ADVISORS). YOU MAY USE THIS DOCUMENT ONLY TO EVALUATE THE CONTEMPLATED OFFERING. WE ARE NOT GIVING YOU ANY LEGAL, TAX OR INVESTMENT ADVICE. YOU SHOULD CONSULT YOUR OWN ADVISORS FOR SUCH ADVICE.

THE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND SUCH OTHER STATE LAWS PURSUANT TO REGISTRATION OR AN APPLICABLE EXEMPTION. THE INTERESTS HAVE NOT BEEN APPROVED OR DISPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS CONFIDENTIAL PRIVATE PLACEMENT STATEMENT. THESE SECURITIES MAY ONLY BE OFFERED OR SOLD IN THE UNITED STATES TO "ACCREDITED INVESTORS" AS DEFINED IN SECTION 501 OF THE SECURITIES ACT IN RELIANCE ON REGULATION D UNDER THE SECURITIES ACT.

CROSSFI CAIN S.R.O. LLC

OFFERING MEMORANDUM

PURCHASE OF eMPX TOKENS RULE 506(C) OF REGULATION D OFFERING – $1,000,000

SEE "TERMS OF OFFERING" FOR PRICING AND OTHER INFORMATION

This **Offering Memorandum** (this "**Offering Memorandum"** or "**Memorandum**") has been prepared by **CrossFi Cain s.r.o.,** a company incorporated under the laws of the Czech Republic on October 25, 2023 ("**We**", "**we**", "**CrossFi**," or the "**Company**", interchangeably), for use by certain prospective qualified purchasers (each, a "**Purchaser**" and collectively, the "**Purchasers**") to whom the **Company** is **Offering** (the "**Offering**") the opportunity to purchase **eMPX Tokens**, a liquid **EVM (Ethereum Virtual Machine**) **-** compatible version of the **Mint Power** (**MPX**) token, which is **CrossFi's Cosmos** native consensus token ("**eMPX Tokens**" or "**Tokens**"), for use within the **Ethereum Virtual Machine**[1] layer of **CrossFi** ("**EVM layer**") and its associated website and services (collectively, the "**CrossFi EVM Ecosystem**").

The foregoing right to acquire **eMPX Tokens** will be embodied in, and documented by, a **Token Purchase Agreement** with respect to the **eMPX Tokens** (as may be amended, restated, and/or otherwise modified from time to time, a "**TPA**"; and together with the **eMPX Tokens**, the "**Interests**") to be entered into between the Company and the qualified purchasers purchasing such Interests in the **Offering**.

Fluctuations in the rate of exchange and, in the case of digital assets, the exchange valuations, may have an adverse effect on the value, price, or returns of a purchase. **Purchasers** may receive several **eMPX Tokens** rounded down to two (2) decimal places.

[1] Understanding the Ethereum Virtual Machine (EVM): The Ethereum Virtual Machine (EVM) is a decentralized computation engine that executes smart contracts on the Ethereum network. It operates as a virtual machine, running across thousands of computers (nodes) participating in the network, ensuring the execution of code exactly as intended. This decentralized nature provides security and reliability to the Ethereum network, enabling the creation and execution of decentralized applications (dApps) and smart contracts. (https://ethereum.org/en/developers/docs/evm/)

CROSSFI DESCRIPTION

The Company is in the preliminary phases of developing the **CrossFi Chain**, through which it will issue **CrossFi** Tokens (**XFI**). These tokens and the chain are designed to ensure secure, fast, and scalable transactions using advanced blockchain technology.

CrossFi's native tokens include **Mint Power (MPX)** and **CrossFi (XFI). MPX** serves as the governance and staking token (coin) within the Cosmos-based network, while **XFI** functions as a utility token for accessing **DApps** and services across the **CrossFi** ecosystem. The emission models for both tokens are designed to support the network's growth and sustainability, with **MPX** having unlimited emission and **XFI** having a capped emission over a 20-year period.

A full description of the **CrossFi Chain**, including its technical capabilities and governance system, can be found at http://crossfi.org/ (the "**Link**"). Information available at the Link is, to our knowledge, true, accurate, and complete in all material respects as of the date of this Memorandum. However, some of the information available through the Link relates to a recently developed model for integrating decentralized finance services and cross-chain capabilities, which we expect will enhance the utility of **CrossFi Tokens (XFI)** within the ecosystem. This model is still in the ideation stage and is currently attributed with no value.

We require that you base any investment decision solely upon the disclosure included in this Memorandum (including the exhibits hereto).

Technical Capabilities. The **CrossFi Chain** uses a two-layer approach by integrating both Cosmos and **Ethereum Virtual Machine (EVM)** technologies:

Cosmos Layer: Manages consensus, block production, verification, transaction creation, and coin issuance. Utilizes the **Tendermint** consensus engine and **Cosmos SDK**, ensuring a secure and efficient blockchain environment.

EVM Layer: Supports the execution of smart contracts and decentralized applications (**DApps**) with full compatibility with the Ethereum ecosystem. Facilitates decentralized finance (**DeFi**) services, anonymous payments, account abstraction, cross-chain bridges, and instant payment channels.

This integrated approach provides a robust and versatile platform for a wide range of blockchain applications, enhancing user experience and expanding the functionality of the **CrossFi Chain**.

Please ensure any investment decisions are based solely on the information provided in this **Memorandum**.

No portion of the proceeds from the **Offering** will be held in escrow. The Company will receive the net proceeds from the sale of **eMPX Tokens** upon the completion of each sale and will have broad discretion with respect to the application of such proceeds subject to the limits described in this memorandum. See "**USE OF PROCEEDS**".

If the Company does not complete and launch the **CrossFi Platform** by July 31, 2027, then the Company will be dissolved, provided that the Company may postpone this date until July 31, 2030, with the approval of the holders of a majority of the **eMPX Tokens**. In the event of the dissolution of the Company prior to the launch of the **CrossFi Platform**, the Company shall, after making provision for the payment of the Company's liabilities, distribute the Company's remaining assets to the holders of the **eMPX Tokens** (other than the Company's founders and their affiliates) based on the number of **eMPX Tokens** each of them is entitled to receive. There can be no assurance that the Company will have sufficient funds to pay any amount to the holders of the **eMPX Tokens** upon the dissolution of the Company. See **"RISK FACTORS"** below.

To subscribe to purchase the **eMPX Tokens**, an investor would take the steps outlined in the "**PURCHASE PROCEDURES**" below.

The **Offering** will expire on the earlier of the sale of all of the **eMPX Tokens** available in the **Offering** or August 2, 2024.

The **eMPX Tokens** are securities for purposes of U.S. federal and state securities laws.

OFFERING CONDITIONS

The **eMPX Tokens** have not been, and will not be, registered under the Securities Act of 1933, as amended (the "***Securities Act***") and pursuant to an exemption from, or in a transaction not subject to, the registration requirement of the Securities Act. Accordingly, the Tokens may be offered and sold only to "***accredited investors***" (as defined in Rule 501 of Regulation D promulgated under the Securities Act ("***Regulation D***")) in the United States in compliance with Rule 506(c) of Regulation D.

The Company will sell a number of Tokens sufficient to generate net proceeds to the Company of up to One Million Dollars ($1,000,000) (the "***Offering Amount***"). The Company expects to sell Tokens on an ongoing basis until on or about August 2, 2024 or, if earlier, the date as of which the maximum **Offering Amount** is sold (as the same may be extended or earlier terminated, the "***Expiration Date***"). All purchasers are responsible for their own compliance with the laws applicable to them.

The **eMPX Tokens** will be "**restricted securities**" for purposes of the Securities Act. As a result, the **eMPX Tokens** may not be resold or otherwise transferred except in a transaction that is either registered under the Securities Act or exempt from the registration requirements of the Securities Act. The **eMPX Tokens** will also be subject to restrictions on transfer set forth in the Subscription Agreement. As a prospective purchaser, you should be aware that you may be required to bear the financial risks of an investment in the **eMPX Tokens** for an indefinite period of time. For a description of certain restrictions on transfers of the **eMPX Tokens**, see **"RESALE OF THE eMPX TOKENS"** and "**OVERVIEW OF TRANSFER RESTRICTIONS INCLUDED IN THIS MEMORANDUM".**

RESALE OF THE eMPX TOKENS

Under Rule 144 of the Securities Act, investors in the **Offering** who are not affiliates of the Company may resell the **eMPX Tokens** without restriction in the United States after they have held the **eMPX Tokens** for a combined period of one year (commencing on the date that the investor originally purchased the **eMPX Tokens**).

The ability of investors to resell the **eMPX Tokens** is complex and each investor should consult with its advisors regarding the applicable restrictions prior to investing in the **eMPX Tokens** or seeking to resell any **eMPX Tokens**. There may be additional restrictions on the resale of the **eMPX Tokens** under applicable law. See "**OVERVIEW OF TRANSFER RESTRICTIONS INCLUDED IN THIS MEMORANDUM".**

THE eMPX TOKENS RECEIVED (IF ANY) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER LAW OR REGULATION GOVERNING THE OFFERING, SALE OR EXCHANGE OF SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS BEING MADE ONLY TO ACCREDITED INVESTORS AS DEFINED UNDER RULE 501 OF REGULATION D OF THE SECURITIES ACT IN JURISDICTIONS WHERE THE OFFER AND SALE OF eMPX TOKENS IS PERMITTED UNDER APPLICABLE LAW AND IN RELIANCE ON REGULATION D UNDER THE SECURITIES ACT.

THE COMPANY WILL NOT BE REQUIRED TO, NOR DO THEY CURRENTLY INTEND TO, OFFER TO EXCHANGE THE eMPX TOKENS FOR ANY SECURITIES REGISTERED UNDER THE SECURITIES ACT OR ANY OTHER LAW, OR REGISTER THE eMPX TOKENS FOR RESALE UNDER THE SECURITIES ACT.

NO GOVERNMENTAL AUTHORITY IN THE CZECH REPUBLIC, THE EUROPEAN UNION, OR ANY OTHER JURISDICTION HAS PASSED JUDGMENT UPON OR APPROVED THE TERMS OR MERITS OF THIS DOCUMENT.

NOTICES TO SPECIFIC STATE RESIDENTS

FOR FLORIDA RESIDENTS

THE TOKENS (DEFINED HEREIN) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE TOKENS CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR EXEMPTION FROM REGISTRATION IS AVAILABLE.

THE TOKENS REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT. THESE TOKENS HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SAID PURCHASER, WHICHEVER OCCURS LATER.

FOR NEW JERSEY RESIDENTS

THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. NO FILING OF THE WITHIN OFFERING HAS BEEN MADE WITH THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR NEW YORK RESIDENTS

THESE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW YORK FRAUDULENT PRACTICES ("MARTIN") ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR MARTIN ACT, IF SUCH REGISTRATION IS REQUIRED.

THIS OFFERING STATEMENT HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTMENT AND RISK NOTICES

A purchase of the **eMPX Tokens** involves a high degree of risk, volatility, and illiquidity. A prospective purchaser should thoroughly review the confidential information contained herein and the terms of the applicable **Offering Documents** and carefully consider whether a purchase of the **eMPX Tokens** or receipt of **eMPX Tokens** is suitable for its financial situation and goals. See "**RISK FACTORS**" below.

Neither the U.S. Securities and Exchange Commission nor any other government or state securities commission has approved or disapproved of this offering or passed upon the adequacy or accuracy of the information herein. Any representation to the contrary is a criminal offense.

THIS OFFERING IS MADE ONLY TO ACCREDITED INVESTORS AS DEFINED UNDER RULE 501 OF REGULATION D OF THE SECURITIES ACT IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE eMPX TOKENS IS PERMITTED UNDER APPLICABLE LAW. ONLY PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR PRESENT LIQUIDITY WITH RESPECT TO THIS PURCHASE SHOULD CONSIDER PURCHASING THE eMPX TOKENS ON THE TERMS SET FORTH IN THE APPLICABLE OFFERING DOCUMENTS PROVIDED TO YOU IN CONNECTION HEREWITH BECAUSE: (I) A PURCHASE OF THE eMPX TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE "RISK FACTORS" BELOW); AND (II) NO MARKET FOR THE eMPX TOKENS CURRENTLY EXISTS NOR MAY EVER EXIST.

ANY TOKENS PURCHASED HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND HAVE BEEN ACQUIRED TO HOLD FOR THE LONG TERM AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. WHERE APPLICABLE, NO TRANSFER MAY BE AFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO UNLESS SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

IN NO EVENT SHOULD THE TOKENS BE UNDERSTOOD, DEEMED, INTERPRETED, OR CONSTRUED TO BE OR TO BE REPRESENTATIVE OF ANY KIND OF INVESTMENT (WHETHER SECURED OR UNSECURED), EQUITY, DEBT, OR RESIDUAL INTEREST, SHARE, OR SIMILAR INTEREST IN THE COMPANY.

THE COMPANY WILL NOT BE REQUIRED TO, NOR DO THEY CURRENTLY INTEND TO, OFFER TO EXCHANGE THE eMPX TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE eMPX TOKENS FOR RESALE UNDER THE SECURITIES ACT.

NO GOVERNMENTAL AUTHORITY IN THE UNITED STATES, CZECH REPUBLIC, OR ANY OTHER JURISDICTION HAS PASSED JUDGMENT UPON OR APPROVED THE TERMS OR MERITS OF THIS DOCUMENT. (SEE "RISK FACTORS" BELOW); AND (II) NO MARKET FOR THE eMPX TOKENS CURRENTLY EXISTS AND SUCH MARKET MAY NEVER EXIST.

A PURCHASE OF THE eMPX TOKENS INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE RISK OF A TOTAL LOSS OF PRINCIPAL, VOLATILITY AND ILLIQUIDITY. A PROSPECTIVE PURCHASER SHOULD THOROUGHLY REVIEW THE CONFIDENTIAL INFORMATION CONTAINED HEREIN AND THE TERMS OF THE APPLICABLE OFFERING DOCUMENTS, AND CAREFULLY CONSIDER WHETHER A PURCHASE OF THE eMPX TOKENS OR RECEIPT OF eMPX TOKENS IS SUITABLE TO SUCH PROSPECTIVE PURCHASER'S FINANCIAL CONDITION AND GOALS. SEE "RISK FACTORS" BELOW.

FOR PURPOSES OF THIS MEMORANDUM, "OFFERING DOCUMENT" MEANS THIS MEMORANDUM, TPA, AND THE eMPX TOKEN TERMS AND CONDITIONS (AS DEFINED BELOW). PURCHASERS OF eMPX TOKENS SHOULD BE AWARE THAT THEY WILL BE

REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS PURCHASE FOR AN INDEFINITE PERIOD OF TIME.

NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY GOVERNMENT OR STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE INFORMATION HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE eMPX TOKENS RECEIVED (IF ANY) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER LAW OR REGULATION GOVERNING THE OFFERING, SALE OR EXCHANGE OF SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS BEING MADE ONLY TO ACCREDITED INVESTORS AS DEFINED UNDER RULE 501 OF REGULATION D OF THE SECURITIES ACT IN JURISDICTIONS WHERE THE OFFER AND SALE OF eMPX TOKENS IS PERMITTED UNDER APPLICABLE LAW AND IN RELIANCE ON REGULATION D UNDER THE SECURITIES ACT.

NO PUBLIC MARKET FOR THE eMPX TOKENS CURRENTLY EXISTS OR MAY EVER DEVELOP, OR, IF A PUBLIC MARKET IN eMPX TOKENS DEVELOPS, IT MAY DO SO WITHOUT THE INVOLVEMENT OF THE COMPANY.

ADDITIONAL NOTICES

Stripe, Inc. ("Stripe"): The credit and debit card processor has not investigated the desirability or advisability of an investment in this **Offering** or the securities offered herein. Stripe nor any of its respective affiliates make any representations, warranties, endorsements, or judgments on the merits of the offering or the securities offered herein. Stripe's connection to the offering is solely for the limited purposes of acting as a service provider.

CONFIDENTIALITY AND DOCUMENT REVIEW

This Private Placement Statement shall be maintained in strict confidence. Any reproduction or distribution of this Private Placement Statement, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, other than to a recipient's legal, tax, or investment advisors, is prohibited. The existence and nature of all conversations regarding the Company and this opportunity must be kept confidential unless otherwise allowed by the Company.

This Private Placement Statement contains a summary of the Offering, the **CrossFi Platform**, the **eMPX Tokens**, and certain other documents referred to herein. However, the summaries in this Private Placement Statement do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant **Offering Documents**, copies of which will be provided to each prospective purchaser on the Token Sale Website. Each prospective purchaser should review the applicable **Offering Documents** and such other documents for complete information concerning the rights, privileges, and obligations of Purchasers. If any of the terms, conditions, or other provisions of the **Offering Documents** or such other documents are inconsistent with or contrary to the descriptions or terms in this Private Placement Statement, such other documents shall control. The Company reserves the right to modify the terms of the **Offering**, the **CrossFi Platform**, and the **eMPX Tokens** described in this Private Placement Statement are offered subject to the Company's ability to reject any commitment in whole or in part.

The **eMPX Tokens** have not been and will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any United States state securities laws or the laws of any foreign jurisdiction. The **eMPX Tokens** are being offered and sold herein only under an exemption provided by the Securities Act and Regulation D promulgated thereunder, and other exemptions of similar import in the laws of the states and other jurisdictions where the **Offering** will be made. The Company will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Consequently, Purchasers will not be afforded the protections of the Investment Company Act.

No person has been authorized to make any statements concerning the Company or the sale of the **eMPX Tokens** discussed herein other than as set forth in this Private Placement Statement, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the **CrossFi Platform** and the **eMPX Tokens** that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Company will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this **Offering** and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding, and disposition of the **eMPX Tokens** upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

This Private Placement Statement does not constitute an offer to sell or a solicitation of an offer to buy an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "**Commission**") nor any other US federal, state, or foreign regulatory authority has approved of this **Offering**.

Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Private Placement Statement, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is a criminal offense.

Prospective purchasers are not to construe this Private Placement Statement as investment, legal, tax, regulatory, financial, accounting, or other advice, and this Private Placement Statement is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the **eMPX Tokens,** a prospective purchaser should consult with its own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such purchase.

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FURTHER DISCLAIMERS

This **Offering** is being conducted on the platform found at https://republic.com (the "**Republic Platform**"), that is operated for the benefit of **ODB**. **ODB** is a registered FINRA/SEC broker dealer. OBD is not purchasing the **eMPX Tokens**, as such **eMPX Tokens** are being sold in this **Offering** (except as otherwise described in "**CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS""** herein) and is not required to sell any specific number or dollar amount of **eMPX Tokens** in this **Offering**.

This **Offering** is being conducted on a "best efforts" basis and we may not be able to raise enough funds to fully implement our business plan, which may result in the loss of the entire investment of Purchasers.

This Offering is being conducted pursuant to Regulation D, Rule 506(c) of the Securities Act of 1933, as amended (the "Securities Act"), and is thus only available to accredited investors, as defined by R**ule 501 of Regulation D** under the Securities Act. Under Rule 506(c), issuers are allowed to broadly solicit and generally advertise the Offering, provided that all purchasers are accredited investors, and the issuer takes reasonable steps to verify their accredited status in accordance with "**PURCHASE PROCEDURES**".

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

OVERVIEW OF TRANSFER RESTRICTIONS INCLUDED IN THIS MEMORANDUM

This Memorandum describes the legal and contractual transfer restrictions applicable to the Tokens. Investors should carefully review this Memorandum, including the transfer restrictions described under "**NOTICE TO PURCHASERS"** and "**TERMS OF OFFERING**," which contain important information regarding the Tokens. The information below is not intended to be legal, accounting or business advice, and investors should consult with their own legal and financial advisors regarding the transfer restrictions to which they will be bound.

Tokens will be issued only following the Company's acceptance of a potential investor's TPA.

Tokens issued to U.S. persons are not transferable for at least one (1) year from the Expiration Date.

After one (1) year from the Expiration Date, peer-to-peer transfers and transfers over third-party exchanges that the Company has designated for trading of Tokens may be permitted if the Company authorizes peer-to-peer transfer and so notifies Token Holders of any applicable conditions. The Company plans to authorize peer-to-peer transfers as long as a sufficient process can be established to verify the identity of subsequent Token Holders in order to ensure compliance with anti-money laundering and the Office of Foreign Assets Control of the United States Department of the Treasury ("***OFAC***") regulations, procedures, requirements, directives and rules; the DGCL; and other applicable law (*e.g.*, through the appointment of an SEC-registered transfer agent). There is no guarantee that the Company will be able to establish such procedures and authorize peer-to-peer transfers.

CERTAIN NOTICES

This **Offering Memorandum** shall be maintained in strict confidence. Any reproduction or distribution of this **Offering Memorandum**, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, other than to a recipient's legal, tax, or investment advisors, is prohibited.

This **Offering Memorandum** has been prepared in connection with the **Offering**. Each Purchaser will be required to sign, execute, and deliver such documents as may be reasonably required by the Company to affect its purchase of **eMPX Tokens**.

This **Offering Memorandum** contains a summary of the **Offering**, the **EVM Platform**, the **eMPX Tokens**, and certain other documents referred to herein. However, the summaries in this **Offering Memorandum** do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant **Offering Documents**, copies of which will be provided to each prospective purchaser on the **Offering Platform**. Each prospective purchaser should review the applicable **Offering Documents**, and such other documents for complete information concerning the rights, privileges, and obligations of Purchasers. If any of the terms, conditions, or other provisions of the **Offering Documents** or such other documents are inconsistent with or contrary to the descriptions or terms in this **Offering Memorandum**, such other documents shall control. The Company reserves the right to modify the **Terms of the Offering,** and the **eMPX Tokens** described in this **Offering Memorandum** are offered subject to the Company's ability to reject any commitment in whole or in part.

Offering Memorandum contains a summary of the material terms of the **eMPX Tokens**.

The **eMPX Tokens** have not been and will not be registered under the Securities Act, as amended, the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or any United States state securities laws or the laws of any foreign jurisdiction.

No person has been authorized to make any statements concerning the Company or the delivery of the **eMPX Tokens** discussed herein other than as set forth in this **Offering Memorandum**, the Republic Platform, or the **Offering Platform**, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the **CrossFi EVM Ecosystem** and the **eMPX Tokens** that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Company will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this **Offering** and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the **eMPX Tokens** upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

By their participation in the **Offering**, Purchasers will be deemed to have agreed that their participation will constitute their representation, warranty, acknowledgment and agreement to all of the statements about Purchasers under the section titled "**NOTICE TO PURCHASERS.**" Potential Purchasers should carefully read that section of this Memorandum.

The **Offering Memorandum** does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "***Commission***" or "***SEC***") nor any other U.S. federal, state, or foreign regulatory authority has approved of this **Offering**. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this **Offering Memorandum**, nor is it intended that the foregoing authorities will do so. Prospective purchasers are not to construe this **Offering Memorandum** as investment, legal, tax, regulatory, financial, accounting, or other advice, and this **Offering**

Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the **eMPX Tokens**, a prospective purchaser should consult with its own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such purchase.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This **Offering Memorandum** contains estimates and forward-looking statements. All statements other than statements of historical fact are forward-looking statements. The words "may," "might," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "seek," "believe," "estimate," "predict," "potential," "continue," "contemplate," "possible," and similar words are intended to identify estimates and forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the Company and the **eMPX Tokens** are based largely on current expectations and projections about future events and trends.

These forward-looking statements are subject to a number of known and unknown risks, uncertainties, assumptions, and other important factors, including those described under "**RISK FACTORS"** that could cause the actual results, performance, or achievements of the Company or the **eMPX Token** to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. Although we believe that the expectations reflected in our forward- looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could cause our forward-looking statements to differ from actual outcomes include, but are not limited to those described under the section entitled "**RISK FACTORS**" and the following:

(i) the anticipated development, design, and growth of the **CrossFi EVM Ecosystem**;

(ii) regulatory developments and their effect on the **CrossFi EVM Ecosystem**, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the **CrossFi EVM Ecosystem**, both in the U.S. and internationally.

(iii) the ability of the **CrossFi EVM Ecosystem** to develop a user base for its products and a successful business model.

(iv) our future financial performance, including our expectations regarding our operating and research and development expenses and our ability to achieve and maintain future profitability.

(v) the impact of competition in our industry and innovation by our competitors.

(vi) the anticipated trends, growth rates and challenges in our business and in the cryptocurrency market.

(vii) our liquidity and working capital requirements.

(viii) our ability to obtain additional working capital and raise additional financing.

(ix) our anticipated growth and growth strategies and our ability to effectively manage that growth and effect these strategies.

(x) maintaining our relationships with third parties.

(xi) our ability to adequately maintain, protect and enhance our intellectual property.

(xii) the effect on our business of litigation to which we are or may become a party.

(xiii) our ability to maintain an effective system of internal controls necessary to accurately report our financial results and prevent fraud; and

(xiv) the estimates and estimate methodologies used in preparing our financial statements.

Moreover, new risk factors and uncertainties emerge from time to time, and it is not possible to predict all risk factors and uncertainties, nor is it possible to assess the impact of all these risk factors or the extent to which any risk factor, or combination of risk factors, may cause actual results to differ materially from those contained in any forward-looking statements.

All forward-looking statements in this **Offering Memorandum** speak only as of the date thereof. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

The Company cautions prospective purchasers that, although the Company believes that the assumptions on which any such forward-looking statements are based are reasonable, any of those assumptions, current expectations and projections could prove to be inaccurate and, as a result, the forward-looking statements also could be materially incorrect. Prospective purchasers are cautioned not to put undue reliance on forward-looking statements. The Company disclaims any intent or obligation to update publicly such forward-looking statements, whether as a result of new information, future events or otherwise. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements and risk factors contained throughout this **Offering Memorandum**.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN COUNSEL, ACCOUNTANT, TAX SPECIALIST AND OTHER ADVISORS AS TO LEGAL, ACCOUNTING, TAX AND RELATED MATTERS PRIOR TO MAKING ANY INVESTMENT IN THE TOKENS. NOTHING IN THIS MEMORANDUM SHOULD BE CONSTRUED AS LEGAL, ACCOUNTING, FINANCIAL OR TAX ADVICE TO POTENTIAL INVESTORS OR OTHERWISE.

A COPY OF THIS MEMORANDUM AND THE TOKEN PURCHASE AGREEMENT SHALL BE DELIVERED TO EVERY PERSON SOLICITED TO BUY ANY OF THE TOKENS HEREBY OFFERED, AT THE TIME OF THE INITIAL OFFER TO SELL.

IMPORTANT INFORMATION FOR POTENTIAL PURCHASERS

1. DEFINITIONS

1.1. In this Memorandum and related Offering Documents, unless the context otherwise requires:

1.1.1. **CrossFi's Cosmos** is the part of the **CrossFi** blockchain architecture that handles consensus, block production, verification, transaction creation, and new coin emissions. It utilizes the **Tendermint Core**, a Byzantine Fault Tolerant (**BFT**) consensus engine, and the **Cosmos SDK** to provide a secure, scalable, and efficient blockchain environment. This setup ensures rapid transaction processing, high throughput, and interoperability within a decentralized network.

1.1.2. **The CrossFi Chain** is a blockchain platform designed to facilitate secure, rapid, and scalable transactions by integrating both **Cosmos** and Ethereum Virtual Machine (**EVM**) technologies. The **Cosmos** component manages consensus, block production, verification, transaction creation, and coin issuance through the **Tendermint Core** and **Cosmos SDK**, ensuring a secure and efficient blockchain environment. Simultaneously, the **EVM** component supports the execution of smart contracts and decentralized applications (DApps) with full compatibility with the Ethereum ecosystem, enabling decentralized finance (DeFi) services, anonymous payments, account abstraction, cross-chain bridges, and instant payment channels, thereby enhancing user experience and expanding the functionality of the **CrossFi Chain**.

1.1.3. "***we***," "***us***," "***our***," the "***Company***" or "***CrossFi***" refer to **CrossFi Cain s.r.o.,** a company incorporated under the laws of the Czech Republic on October 25, 2023.

1.1.4. "***Accredited Investor***" or "***accredited investors***" have the meaning ascribed to such terms under Rule 501 of Regulation D.

1.1.5. **"*Coin" (s)*** refer to any cryptocurrency that has a standalone, independent blockchain from any other platform or blockchain — like Bitcoin. This coin is what the network participants use for paying transaction fees and participating in the network, as well as what they receive in return for keeping that network secure.

1.1.6. **"*Exchange*"** means a cryptocurrency exchange platform or other third-party platform through which cryptocurrency may be exchanged directly for fiat currency or for other cryptocurrency that may in turn be exchanged for fiat currency.

1.1.7. "***Exchange Act***" means the Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder, as each may be amended.

1.1.8. "***FinCEN"*** means the Financial Crimes Enforcement Network of the United States Department of the Treasury.

1.1.9. "***FINRA"*** means the Financial Industry Regulatory Authority.

1.1.10. "*IRS*" means the Internal Revenue Service of the United States Department of the Treasury.

1.1.11. "*OFAC*" means the Office of Foreign Assets Control of the United States Department of the Treasury.

1.1.12. "***Offering Amount*"** means a number of Tokens sufficient to generate net proceeds to the Company of up to one Million USD ($1,000,000).

1.1.13. "*Offering Documents*" refers to this Memorandum, including its Appendices and Exhibits.

1.1.14. "*Offering Period*" means the period during which the **Offering** will be conducted starting on July 17, 2024, for private sale via allowlist, and July 19, 2024, for public sale. The **Offering Period** shall end on August 2, 2024, or, later by consent of the Issuer, the date as of which the maximum **Offering Amount** is sold.

1.1.15. "***Offering Price***" means $0.05 per Token.

1.1.16. "*Person*" means a natural person, corporation, limited liability company, limited partnership, trust or any other similar organization or body as defined pursuant to applicable law.

1.1.17. "*Purchaser*" means a purchaser of Tokens in this **Offering.**

1.1.18. "*Regulation D*" means Regulation D promulgated under the Securities Act.

1.1.19. "*Rule 506(c)*" means Rule 506(c) of Regulation D promulgated under the Securities Act.

1.1.20. "*Securities Act*" means the Securities Act of 1933, and the rules and regulations promulgated thereunder, as each may be amended.

1.1.21. "*Subscription Agreement*" means an electronic forward contract, in substantially the form set forth in Exhibit A to this Memorandum, by which a person or entity purchasing Tokens in this **Offering** will have a right, subject to the terms in such Subscription Agreement, to receive Tokens from the Company.

1.1.22. "*Token Generation Event*" or "***TGE***" means the event when the Company in its sole discretion determines that (1) it is in the Company's interest to release the Tokens and (2) the Tokens can be delivered legally under applicable law.

1.1.23. "*Token Holder*" means a holder of one or more Tokens.

1.1.24. "*Tokens*" mean the **eMPX Tokens** to be issued by the Company pursuant to the terms of the **Offering** as described in this Memorandum.

1.1.25. The **XFI Token**. Key Characteristics and Functions:

(a) Primary Utility Token (Coin): **XFI** is used to pay for transaction fees (gas) and other service charges within the **CrossFi** network. It ensures that transactions and operations are executed smoothly.

(b) Volatile Token (Coin) with Limited Emission: Acquisition through Staking **MPX**: Unlike **MPX**, which has unlimited emission, **XFI** has a capped supply, which is designed to preserve its value through scarcity. This limited emission model helps in maintaining the economic balance within the **CrossFi** ecosystem.

(c) Enabling Decentralized Applications (DApps) and Services: **XFI** facilitates the creation and deployment of decentralized applications (**DApps**) and services within the **CrossFi** ecosystem, including DeFi services, anonymous payments, and cross-chain interactions.

(d) Supporting Advanced Features: The token supports account abstraction features such as biometrics and two-factor authentication (2FA), enhancing user security and simplifying interactions with the blockchain.

(e) Interoperability: **XFI** aids in establishing cross-chain bridges, allowing seamless movement of digital assets between different blockchain networks, thus enhancing the utility and reach of the **CrossFi** ecosystem.

1.1.26. eMPX Tokens are the **EVM**-compatible version of the Mint Power (**MPX**) tokens used within the **CrossFi** blockchain ecosystem. These tokens enable users to trade, sell, or purchase **MPX** tokens within the Ethereum Virtual Machine (**EVM**) framework, thus facilitating enhanced utility and liquidity.

The primary functions and benefits of **eMPX Tokens** include:

(a) Integration with **EVM**: **eMPX Tokens** support smart contracts and decentralized applications (DApps) within the **EVM** layer, expanding their use cases in decentralized finance (DeFi), anonymous payments, and cross-chain transactions.

(b) Staking and Rewards: **eMPX Tokens** can be bridged back to the Cosmos network to become eligible for staking rewards, similar to regular **MPX** tokens. Users can also earn rewards by providing **eMPX** liquidity within the **CrossFi xAPP**.

1.1.27. The **CrossFi xAPP** is a decentralized application within the **CrossFi** ecosystem designed to enhance user interaction with blockchain services. It incentivizes users to provide liquidity with **eMPX Tokens** in exchange for **XFI** rewards and trading fees. The xAPP supports cross-chain interoperability, allowing **eMPX Tokens** to be bridged between the Cosmos and **EVM** networks for staking and trading. It features a user-friendly interface with biometric and two-factor authentication (2FA) for enhanced security and integrates with popular wallets like MetaMask. Additionally, the xAPP offers various DeFi services such as lending, borrowing, and staking, providing users with diverse financial opportunities within the **CrossFi** ecosystem.

1.1.28. EVMos is a scalable, high-throughput Proof-of-Stake (**PoS**) blockchain that is fully compatible and interoperable with the Ethereum Virtual Machine (**EVM**). Built using the **Cosmos SDK** and running on top of the CometBFT consensus engine (a fork of **Tendermint Core**), **EVMos** ensures fast finality, high transaction throughput, and short block times. It allows users to perform transactions formatted for both **Cosmos** and **EVM**, enabling seamless cross-chain interactions via the Inter-Blockchain Communication (IBC) protocol.

Additionally, **EVMos** incorporates a unique fee distribution mechanism, known as the dApp Store, which incentivizes both developers and validators by sharing transaction fees based on network usage. This approach aims to foster an active developer community and ensure fair distribution of rewards within the network (https://docs.EVMos.org/protocol).

1.1.29. The Cosmos SDK is an open-source framework designed for building multi-asset public Proof-of-Stake (**PoS**) blockchains. It simplifies the development of custom blockchain applications by providing a comprehensive toolkit that abstracts the complexities of consensus and networking. Key features of the **Cosmos SDK** include its modular architecture, robust security measures, and interoperability with other blockchains via the Inter-Blockchain Communication (**IBC**) protocol. The SDK supports multiple programming languages, enabling developers to use their preferred language, and includes built-in governance features that allow token holders to participate in decision-making processes. Additionally, it is designed to handle high throughput and fast transaction processing, making it suitable for large-scale applications. The benefits of using the Cosmos SDK are significant. Its modularity and pre-built components streamline the blockchain development process, allowing developers to focus on application logic rather than infrastructure. Enhanced security features and a robust consensus mechanism ensure the integrity and reliability of the blockchain. The IBC protocol facilitates seamless cross-chain transactions and interactions, promoting interoperability. Furthermore, the SDK is supported by a strong community and a growing ecosystem of interconnected blockchains, providing ample support and resources for developers. Combined with the **Tendermint** consensus engine, the Cosmos SDK offers a powerful framework for creating secure, scalable, and interoperable blockchain applications.

BUSINESS OVERVIEW

This overview highlights selected information that is presented in greater detail elsewhere in this Offering Memorandum. This overview does not contain all of the information you should consider before participating in the Offering contemplated by this Offering Memorandum. You should carefully read this Memorandum in its entirety before purchasing any **eMPX Tokens**, including the section titled "**RISK FACTORS**". Some of the statements in this Memorandum constitute forward-looking statements. See the section titled "**SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS**." Unless the context otherwise requires, the terms "the Company," "we," "us," and "our" in this Offering Memorandum refer to the Company. Unless otherwise indicated herein, all references to the number of **eMPX Tokens** set forth in this Offering Memorandum refers to the number of **eMPX Tokens** that will be created in the initial minting processes.

COMPANY AND CROSSFI ECOSYSTEM OVERVIEW

1.2. Market Overview

The blockchain and decentralized finance (**DeFi**) sectors have witnessed significant expansion, catalyzed by the growing adoption of cryptocurrencies, smart contracts, and decentralized applications (DApps). As blockchain technology evolves, its transformative potential across various industries, including finance, supply chain, and healthcare, becomes increasingly evident. There is a heightened demand for scalable, secure, and interoperable blockchain platforms, driven by enterprises and developers seeking to implement sophisticated applications capable of handling high transaction volumes.

CrossFi is strategically positioned to address these market demands by offering a dual layer blockchain platform that synergistically integrates **Cosmos** and **Ethereum Virtual Machine (EVM)** technologies. This integration facilitates high throughput, low latency, and seamless interoperability, making **CrossFi** an optimal platform for DeFi applications and enterprise blockchain solutions.

1.3. Use Cases

1.3.1. Decentralized Finance (DeFi)

Lending and Borrowing: CrossFi supports DeFi applications enabling peer-to-peer lending and borrowing, providing users access to financial services devoid of traditional intermediaries.

Staking and Yield Farming: Users can stake Mint Power (**MPX**) tokens to earn **CrossFi** (**XFI**) tokens as rewards. Liquidity providers can participate in yield farming to earn transaction fees and additional incentives.

Decentralized Exchanges (DEXs): CrossFi facilitates the creation of DEXs, allowing users to trade cryptocurrencies directly from their wallets, enhancing security and reducing reliance on centralized exchanges.

1.3.2. Enterprise Blockchain Solutions

Supply Chain Management: Utilizing **CrossFi**'s blockchain, businesses can maintain transparent and immutable records of supply chain activities, thereby improving traceability and mitigating fraud.

Healthcare: CrossFi can support applications for securely storing and sharing patient data, ensuring privacy and compliance with regulations such as HIPAA.

Identity Verification: CrossFi's support for biometrics and two-factor authentication (2FA) enables the development of secure identity verification systems, reducing the risk of identity theft and fraud.

1.3.3. Cross-chain Interoperability

Asset Transfers: CrossFi's cross-chain bridges facilitate seamless transfers of digital assets between blockchain networks, enhancing liquidity and enabling innovative decentralized finance solutions.

Multi-chain DApps: Developers can build DApps that interact with multiple blockchain networks, leveraging each network's strengths to deliver novel solutions.

1.3.4. Tokenization and Digital Assets

Creating and Managing Tokens: CrossFi enables the creation and management of custom tokens, supporting businesses and developers in tokenizing assets, launching Initial Coin Offerings (**ICOs**), and building token-based ecosystems.

Non-Fungible Tokens (NFTs): Artists and creators can mint and trade NFTs on **CrossFi**, unlocking new revenue streams and enhancing the value of digital content.

The Company is in the initial stages of developing the **CrossFi Chain**, which will issue **CrossFi** Tokens (**XFI**). The **CrossFi Chain** and **XFI** Tokens are designed to enable secure, fast, and scalable transactions through advanced blockchain infrastructure.

The **CrossFi Chain** employs a dual-layered approach by integrating Cosmos and Ethereum Virtual Machine (**EVM**) technologies. The **Cosmos-**based component manages consensus, block production, verification, transaction creation, and new coin emissions through the **Tendermint** consensus engine and the **Cosmos SDK**, providing a secure and efficient blockchain environment.

The **EVM-**based component of **CrossFi** is responsible for the following:

Interaction with Smart Contracts: Facilitates the execution and interaction with smart contracts within the network.

Deployment of **Decentralized Applications (DApps):** Enables the creation and operation of DApps, providing a robust environment for various blockchain applications.

Achieving Full **EVM** Compatibility: Ensures seamless integration and interoperability with the Ethereum ecosystem.

This functionality is achieved by integrating the Cosmos library, **Ethermint**, and **EVM**os, a Proof-of-Stake blockchain interoperable with the **EVM**. **Ethermint**, a **Cosmos SDK** library, allows for scalable and interoperable **EVM** chains. **EVM**os is the first decentralized **EVM** chain on the **Cosmos Network**, implementing an **EVM** stack focused on native, cross-chain applications. It is the flagship implementation of **Ethermint**, built by the **EVM**os core development team.

Ethermint and **EVM**os make the **CrossFi Chain** fully compatible with the **Ethereum Virtual Machine** and provide the following features:

(a) A fully Ethereum-compatible smart contract environment.

(b) Creation of DeFi services.

(c) Support for anonymous payments.

(d) Account abstraction utilizing biometrics and two-factor authentication (2FA), improving and simplifying blockchain interactions for ordinary users and creating more opportunities.

(e) Cross-chain bridges that facilitate the free movement of digital assets between blockchains.

(f) Payment channels for instant payments.

(g) Integration with wallets like MetaMask, allowing users to add **CrossFi Chain**.

(h) The ability to create and release crypto assets on any **EVM-**compatible network.

The **CrossFi Chain** uses two native tokens (coins), Mint Power (**MPX**) and CrossFi (**XFI**), which are essential for interaction within the network. **MPX** is a non-volatile governance token (coin) with unlimited emission, while **XFI** is a volatile coin with limited emission. **MPX** serves as **CrossFi**'s **Cosmos** native consensus coin, and staking **MPX** is the exclusive means of acquiring **XFI**, the primary gas and utility coin for the broader **CrossFi** ecosystem.

1.4. DESCRIPTION OF THE CrossFi EVM ECOSYSTEM

Overview of the Cosmos Role

The Cosmos-based part of **CrossFi** is responsible for:

(a) Consensus

(b) Production

(c) Verification of Blocks

(d) Transaction Creation

(e) New Coin Emissions

This is done by integrating the Byzantine Fault Tolerant (**BFT**) consensus engine, **Tendermint** and the blockchain application framework, **Cosmos SDK**.

About Tendermint Core

Tendermint Core is an open source blockchain developer software. It allows you to create applications in any programming language. The key quality of **Tendermint** is speed. The transaction is included in the block in seconds and does not require time for confirmation.

Tendermint Core architecture is a Byzantine Fault Tolerant (**BFT**) consensus protocol. It is secure and eliminates fraud, as the **Tendermint** algorithm automatically blocks nodes that transmit incorrect information during the validation process.

Tendermint is used for scaling public PoS blockchains. The well-known decentralized, scalable, interoperable ecosystem of interconnected independent **Cosmos** blockchains is based on the **Tendermint Core**.

Cosmos SDK

Cosmos SDK is a framework that allows developers to create their customized blockchains based on the **Tendermint** consensus algorithm.

Cosmos SDK allows you to build blockchain systems without the distraction of consensus and network layers and focus directly on building the application logic.

Why We Use Tendermint and Cosmos SDK

The **Tendermint** BFT and **Cosmos SDK** enables the **CrossFi** Chain to deliver:

- **(a)** Consensus protocol **-** **DPoS** (Delegated Proof of Stake)
- **(b)** Byzantine fault tolerance **-** 2/3
- **(c)** Maximum number of validators **-** 64
- **(d)** Block time **-** 5 seconds (possible reduction to 1 second)
- **(e)** Transaction per second **-** up to 10 000
- **(f)** Operations per transaction **-** up to 100
- **(g)** Transaction confirmations **-** 1 block
- **(h)** Basic transaction fee **-** $ 0.02

Overview of the EVM Role

The **EVM-**based part of **CrossFi** is responsible for:

- **(a)** Interaction with smart contracts
- **(b)** Deployment of decentralized applications
- **(c)** Achieving full **EVM** compatibility

This is done by integrating the **Cosmos** library, **Ethermint** and with **EVMos**, a Proof-of-stake blockchain that is interoperable with the Ethereum Virtual Machine (**EVM**).

About Ethermint

Ethermint is a **Cosmos SDK** library for running scalable and interoperable **EVM** chains.

About EVMos

EVMos is the first decentralized **EVM** chain on the Cosmos Network. It's implementing the first **EVM** stack focused on native, cross-chain applications. **EVMOS** is the flagship implementation of **Ethermint**, an **EVM** library built for the **Cosmos Network** by the **EVMOS Core** Development Team.

Why We Use Ethermint and EVMos

Ethermint and **EVMOS** makes **CrossFi Chain** fully compatible with Ethereum Virtual Machine and it provides the following:

- **(a)** A fully Ethereum-compatible smart contract environment

(b) Creating DeFi services

(c) Anonymous payments

(d) Account abstraction (biometrics and 2FA). This will improve and simplify the work with the blockchain for ordinary users, create more opportunities

(e) Cross-chain bridges. It will allow free movement of digital assets between blockchains

(f) Payment channels for instant payments

(g) Adding **CrossFi Chain** to MetaMask and Other Wallets

(h) Creating your crypto assets and releasing them in any **EVM-**compatible network

1.5. Legal Entities Overview for CrossFi Offering

1.5.1. Company Responsible for Token Issuance: CROSSFI CAIN S.R.O.

CROSSFI CAIN S.R.O. is responsible for the issuance of tokens. The company was incorporated under the laws of the Czech Republic on October 25, 2023, and is registered with the Municipal Court in Prague under Company Identification Number 198 60 340. The registered office of **CROSSFI CAIN S.R.O**. is located at Vlkova 532/8, Žižkov, Prague 3. The company's scope of business includes intermediation of trade and services, wholesale and retail trade, software provision, IT consulting, and virtual asset services. The company obtained its trade license on October 30, 2023, which is issued for an indefinite period. The founding documents, including notarial deeds establishing the company, are recorded under Ref. No. C 392893/SL1/MSPH (See "**ANNEX 1**"). The Company has no outstanding debt, except for the liabilities shown on its Financial Statements (See "**Non-Audited Financial Information of the Company**").

1.5.2. Affiliated entities

DFMX PLATFORM LLC, a limited liability company registered in Dubai, UAE, is responsible for compliance with Anti-Money Laundering (AML) and Know Your Customer (KYC) regulations for **CrossFi** platform. The company was issued a trade license by the Government of Dubai's Department of Economy and Tourism, with License Number 11014703 and DCCI Number 455473, on December 22, 2021. The license is valid until December 21, 2024. **DFMX PLATFORM LLC's** licensed activities include computer systems and communication equipment, software design, web design, internet content provision, and IT infrastructure. Additionally, the company is VAT registered with the Federal Tax Authority of the UAE, holding Tax Registration Number 104207657800003, effective from March 1, 2024.

1.5.3. Material and Immaterial Aspects of the Company's Business

Your purchase of **eMPX Tokens** does not convey any rights of ownership in **CROSSFI CAIN S.R.O.** or any rights to any financial obligation of the company. The financial state of the company is relevant only in so far as the company must have sufficient funding and ability to perform the tasks expected to develop and maintain the **CrossFi** blockchain and governance system, pending the assumption by the foundation of those functions. These tasks include both the technical development (software design, engineering, and launch) and the development of a sufficient initial user base of developers and DApps and their end-users who will drive demand for tokens and thereby attract necessary miners.

We expect that the funds raised through the offering and subsequent offerings that we plan to conduct over the next two years will be sufficient to enable the company to perform the required tasks and to provide the foundation with sufficient financial resources to establish its perpetual performance of its required functions.

The company, though not a non-profit entity for taxation purposes, does not intend to generate revenue from operations. Although the employees of the company, including the principals thereof, will receive compensation commensurate with their positions, their primary financial remuneration is expected to be derived from capital gains stemming from the increase in value of the tokens. Accordingly, other than as required by law, the company will not provide detailed or quantitative disclosure of its financial condition.

1.5.4. Foundation and Future Administration

Upon the commercial launch of the **CrossFi** blockchain, we intend to form a Delaware or other non-profit foundation (the "**Foundation**") that will administer the Governance System and the issuance of Tokens in perpetuity. We expect that within four years of the commercial launch of the **CrossFi** blockchain, the Foundation will replace the Company in administering the blockchain and the Governance System. It is our intent that following the Foundation's assumption of these responsibilities, the Company will no longer function in any material way.

1.6. Ownership and management of Company

CrossFi Cain s.r.o. is a Czech company organized pursuant to Czech law.

The Company and Management of the company provide below have entered into an agreement (the "**Founders Agreement**") with **CrossFi** Management team regarding the initial formation and governance of the Company, administration of the **CrossFi** blockchain.

MANAGEMENT OF THE COMPANY

Name	Functional Position
Executive Officers	
Alexander Mamasidikov	**Chief Executive Officer**
Leo Kahn	**Chief Marketing Officer**
Phillip Alexeev	**Chief Growth Officer**
Andrew Gundartsev	**Chief Business Development Officer**
Viktor Nemechenko	**Chief Content Officer**

Members (owners)

Alexander Mamasidikov

Alexander has been the Chief Executive Officer of the Company since March 2023. He is an expert in crypto and digital marketing. Alexander is also the founder of IEO Agency which is a digital marketing agency specializing in Web3 marketing. Alexander has led and completed over 72 projects in international fintech, blockchain and **CrossFi** and has been recognized as one of the top 20 blockchain entrepreneurs according to Publish0x. Alexander has authored numerous articles on digital marketing, fintech and blockchain technologies for Forbes and many other major financial publications.

Executive Officers

Leo Kahn

Leo is the Chief Marketing Officer of the Company with a data-driven and analytical focus. He has raised over $300M and worked for 8 unicorns with an extensive experience as a C-Level executive in marketing, growth, product management, GTM strategy, business development, market-making & sales enablement in Web3, DeFi, Cyber Security, Crypto, NFT's, Cloud, A. I / M.L. & Blockchain, working for startups, and Fortune 100 companies.

Phillip Alexeev

Phillip is the Chief Growth Officer of the Company. He is a seasoned growth marketer and investor with over a decade of experience in the startup world. He has had several successful exits under his belt in emerging industries, such as 3D printing, and virtual reality, and has helped many notable Web3 projects with their growth strategy including: Coinlist, Decentraland and many others. Most recently prior to joining Cross Finance, Phillip had served as Head of Growth at Binance, focusing on special DeFi projects.

Andrew Gundartsev

Andrew is the Chief Business Development Officer of the Company with vast experience in Web3, Crypto and DeFi of over 6 years with active involvement in innovative technologies. With experience at a C-level position in a project within the top 10 of the BNB Smart Chain ecosystem, Andrew has had two successful exits from startups initiated solely from an idea and has attracted over $100 million in investment for startups.

Viktor Nemechenko

Viktor is the Chief Content Officer of the Company with over 20 years of experience in marketing and advertising, including 8 years as the Creative Director at Saatchi&Saatchi CA agency. His portfolio includes over 200 implemented campaigns for international brands, political and social campaigns, implemented in the markets of the CIS, USA, Canada, Spain, and the Baltic countries. Viktor has worked with global companies such as Procter&Gamble, Gallaher London, Mars, Efes, Coca-Cola, and others and has curated programs for the international festival GOVIRAL 2019, ASTANA MEDIA WEEK 2020 conference, and other industry events.

1.7. Non-Audited Financial Information of the Company

The company has limited operating history. It did not have any assets or financial activity before 2023. According to the Financial statement as of January 05, 2024. The Company's total assets were $3,081,900.00. The interim financial statements have not been subject to audit yet.

Balance sheet as of 01.06.2024	**USD**
Shareholders' equity	
Share capital	3 600 000
Additional paid-in capital	1 030 000
Retained earnings	(1 728 100)
Total equity	**2 901 900**
Liabilities	

Other payables (salaries)	180 000
Salaries payable	
Total liabilities	**180 000**
Total shareholder's equity and liabilities	**3 081 900**
Subscribed capital called but not paid	2 100 000
Prepaid rent	20 000
Accounts receivables and other assets	
Cash and cash equivalents	961 900
Total current assets	
Total Assets	**3 081 900**

Statements of Cash flow (approx. January 2024 - 01.06.2024)	
Cash flow from operating activity	**USD**
Cash flow from the period	
Profit of the period	(1 728 100)
Changes in working capital:	
Increase or decrease in:	
Accounts payables	180 000
Prepaid rent	(20 000)
	Cash flow from financial activity
Proceeds from issue in share capital	1 500 000
Proceeds from issue additional paid-in capital	1 030 000
Net cash movement for the period	**961 900**
Cash and cash equivalents at the end of the period	**961 900**

1.8. Regulatory Framework and Status in the Czech Republic

Regulatory Framework and Status of CrossFi in the Czech Republic: **CrossFi's** operations, specifically in the management and exchange of cryptocurrencies through its platform, fall outside the traditional regulatory frameworks defined for financial services in the Czech Republic[2]:

Non-Recognition under Financial Regulations: According to the Payment System Act, the cryptocurrencies managed by **CrossFi** are not classified as electronic money or funds but are considered commodities. This categorization places **CrossFi** outside the rigorous regulatory scopes that govern traditional financial instruments and payment services.

Non-Applicability of Bureau-de-change Regulations (Money transmitter business): CrossFi's activities related to cryptocurrency transactions do not meet the definition of bureau-de-change transactions.

2 Letter of Central bank of Czech Republic. https://www.cnb.cz/export/sites/cnb/en/faq/.galleries/trading_with_exchange_tokens.pdf

According to the Act on Bureau-de-change Activities, such transactions involve the physical exchange of money denominated in various currencies, which does not apply to **CrossFi'**s digital token operations.

Application of MiCa regulation to this offering:

Under the **Markets in Crypto-Assets** (**MiCA**) regulation (Regulation (EU) 2023/1114), crypto-asset issuers offering their tokens to the EU public or seeking their admission to trading platforms must adhere to specific requirements. **CrossFi Cain s.r.o.** intends to utilize the exemptions provided under MiCA to mitigate the costs and administrative burdens associated with these requirements.

CrossFi Cain s.r.o. will rely on specific exemptions under the Markets in Crypto-Assets (**MiCA**) regulation (Regulation (EU) 2023/1114) to reduce the costs associated with the preparation, notification, and publication of whitepapers for its crypto-asset offerings. According to **MiCA**, the following exemptions apply:

Whitepapers are not required if the public offering is made to fewer than 150 individuals per Member State or if the total consideration is less than EUR 1 million. This exemption allows **CrossFi** to conduct small-scale offerings without the requirement of preparing extensive documentation.

Qualified Investors (Article 4(2)(c)): Offerings that are directed solely at qualified investors are exempt from the obligation to draft and publish a whitepaper. This stipulation is applicable to offerings directed at professional investors who do not necessitate the same degree of disclosure as retail investors.

DESCRIPTION OF THE eMPX TOKENS

We are **Offering** TPAs in this **Offering** in accordance with the terms outlined under "**TERMS OF OFFERING**" above, which entitles the holders thereof to purchase **eMPX Tokens** at a fulfillment price of $0.05 per **eMPX** Token. The TPAs and the **eMPX Tokens** are subject to transfer restrictions as described under "**OVERVIEW OF TRANSFER RESTRICTIONS INCLUDED IN THIS MEMORANDUM**" above.

eMPX Tokens are the liquid **EVM-**compatible version of **MPX** token, which is **CrossFi**'s cosmos native consensus coin, and staking **MPX** is the exclusive means of acquiring XFI, the primary gas and utility coin for the broader **CrossFi** ecosystem. **eMPX Tokens** have limited emissions. The **CrossFi Chain** is a layer 1 blockchain protocol that allows for the computation of decentralized applications, as described above in "**DESCRIPTION OF THE CrossFi EVM ECOSYSTEM".**

The ownership of **eMPX Tokens** is evidenced through the association of a certain number of **eMPX Tokens** with a public key or wallet address as recorded on the blockchain underlying the **CrossFi Chain**. Each such public key and wallet will have an associated private key, which a Token Holder must control in order to control the **eMPX Tokens** associated with such public key or wallet, including to transfer **eMPX Tokens** to another person. In turn, control of the private key is proved by providing a digital signature on any digital record addressing **eMPX Token** operations associated with the public key, which signature can only be created if the Token Holder knows the private key. As a result, control or knowledge of the private key associated with a wallet and public key determines an **eMPX** Token Holder's ability to control any **eMPX Token** issued to such Token Holder. **eMPX Tokens** are not otherwise tracked and are not designated by special serial numbers or other unique identifiers. As such, **eMPX Tokens** are interchangeable and fungible by design.

Because a Token Holder's control of the private key associated with a wallet and public key address is critical to the Token Holder's control over the **eMPX Tokens** associated with such wallet and public key address, it is necessary for holders of the **eMPX Tokens** to ensure the security and privacy of their relevant private keys. If the private key is lost, the **eMPX** Token Holder will no longer be able to control the **eMPX Tokens** associated with such private key, which in turn will result in the Token Holder's inability to transfer any **eMPX Tokens** associated with such private key. In the event the private key is stolen or otherwise obtained by an unauthorized person, such unauthorized person will be able to control the **eMPX Tokens** associated with such private key and may thus transfer such **eMPX Tokens** to another person without the Token Holder's permission.

Functionality of eMPX Tokens

It is anticipated that users of the **CrossFi EVM Ecosystem** will be able to use the **eMPX Token** in the following ways:

(a) **Buying and Selling eMPX:** Users can acquire **eMPX** through exchanges and DEXes with the **eMPX** token listed (Details TBA). Once acquired, **eMPX** can be held as an investment, used for transactions, used in xAPP, or traded

(b) **Bridging eMPX to MPX.** To bridge **eMPX** to **MPX**, users will follow a simple, secure process facilitated by the **CrossFi platform** (Details TBA). This enables them to convert their **eMPX** into **MPX** for staking and participating in **Cosmos network** rewards.

(c) **Providing Liquidity**: Users interested in liquidity provision can add their **eMPX** to the designated liquidity pool. In return, they will receive **XFI** tokens as incentives, aligning their contributions with tangible and attractive ecosystem rewards.

Token Supply

The initial supply of **eMPX Tokens** is 400,000,000 tokens subject to inflation. The total supply of **eMPX Tokens** will be allocated as described in "**PLAN OF DISTRIBUTION**".

Inflation

The inflationary rate is approximately 6.40% during the first year and decreases each year as the total supply increases. See "**RISK FACTORS**" for additional information.

Limited eMPX Token-Related Rights

eMPX Tokens will not provide you with any enforceable rights against the Company, or any third-party developer, including any rights to receive payments, any control rights or any claims on assets. Holders of **eMPX Tokens** will not receive a right to any repayment of principal or interest, any interest in the profits or losses of the Company, its affiliates, or any third-party developer. Holders of **eMPX Tokens** may not have any right to vote on any matters relating to the Company, its affiliates, or any third-party developer, including voting for council members of the Company. Further, we are not aware of any binding obligation on the Company with respect to the **eMPX Tokens** or the holders of **eMPX Tokens** following the delivery of **eMPX Tokens**.

Secondary Markets

The **eMPX Token** is designed to be used on, or interacting with, the **CrossFi EVM Ecosystem** but may technically be capable of being transferred on digital asset trading platforms or other venues. The Company does not support or encourage any use of the **eMPX Token** beyond its stated usefulness on or in connection with the **CrossFi EVM Ecosystem**.

eMPX Tokens

The following table sets forth the beneficial ownership of the **eMPX Tokens** as of the date of this **Offering Memorandum** for each person or group that holds more than 10.00% of the maximum supply of **eMPX Tokens** and for our directors and executive officers as a group. To our knowledge, each person that beneficially owns **eMPX Tokens** has sole disposition power with regard to such tokens. The percentage of **eMPX Token** ownership shown in the table is based upon the initial supply of **eMPX Tokens** which is 400,000,000 as of the date of this **Offering Memorandum**.

Each **eMPX Token** offered pursuant to this Memorandum will be deemed to carry the following legend:

THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, AND THE ISSUER DOES NOT INTEND TO REGISTER THEM. PRIOR TO THE ONE YEAR ANNIVERSARY FROM THE SALE OF THE TOKENS, THE TOKENS MAY NOT BE OFFERED OR SOLD (INCLUDING OPENING A SHORT POSITION IN SUCH TOKENS) EXCEPT (1) TO ACCREDITED INVESTORS (AS DEFINED IN REGULATION D ADOPTED UNDER THE ACT, (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR (3) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT, AND IN ANY EVENT ONLY IN COMPLIANCE WITH APPLICABLE STATE LAW.

eMPX Tokens do not in any way represent any shareholding, participation, right, title, or interest in the Company, any Distributor of **eMPX Tokens**, their respective affiliates, or any other company, enterprise or undertaking, nor will **eMPX Tokens** entitle token holders to any promise of fees, dividends, revenue, profits or investment returns. Ownership of **eMPX Tokens** carries no rights, express or implied, other than the right to use **eMPX Tokens** as a means to enable usage of and interaction within the EVM Ecosystem.

The **eMPX Token**:

(a) does not have any tangible or physical manifestation, and does not have any intrinsic value (nor does any person make any representation or give any commitment as to its value);

(b) is non-refundable and cannot be exchanged for cash (or its equivalent value in any other digital asset) or any payment obligation by the Company, any Distributor of **eMPX Tokens** or any of their respective affiliates;

(c) does not represent or confer on the token holder any right of any form with respect to the Company, any Distributor of **eMPX Tokens** (or any of their respective affiliates), or its revenues or assets, including without limitation any right to receive future dividends, revenue, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property or license rights), right to receive accounts, financial statements or other financial data, the right to requisition or participate in shareholder meetings, the right to nominate a director, or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the **EVM Ecosystem**, the Company, such Distributor and/or their service providers;

(d) is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

(e) is not intended to be a representation of money (including electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment;

(f) is not a loan to the Company, any Distributor of Ratio Tokens or any of their respective affiliates, is not intended to represent a debt owed by the Company, such Distributor or any of their respective affiliates, and there is no expectation of profit; and

(g) does not provide the token holder with any ownership or other interest in the Company, any distributor of **eMPX Tokens** or any of their respective affiliates. Holders of **eMPX Tokens** have no economic or legal right over or beneficial interest in the assets of the Company, any Distributor of **eMPX Tokens**, or any of their affiliates after the token distribution. To the extent a secondary market or exchange for trading **eMPX Tokens** does develop, it would be run and operated wholly independently of the Company, the Distributor, the distribution of **eMPX Tokens** and **EVM Ecosystem**. Neither the Company nor the Distributor will create such secondary markets nor will either entity act as an exchange for **eMPX Tokens**.

OVERVIEW OF THE OFFERING

The Company plans to deliver **eMPX Tokens** after the "**Token Generation Event**" or "**TGE**" defined as the date when the **eMPX Tokens** are initially broadly publicly released by the Company for use on the **CrossFi EVM Ecosystem**, if ever. It is anticipated that the Token Generation Event will occur on or before September 5, 2024 (the "**Deadline Date**"). If there is no Token Generation Event on or before the **Deadline Date**, the Company shall repay Purchasers an amount equal to the Purchase Amount set forth in their applicable Token Purchase Agreement ("**TPA**") (the "**Returned Purchase Amount**"), as soon as reasonably practicable after the **Deadline Date**, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the **Deadline Date**, the Company will repay Purchasers with equal priority and on a pro-rata basis among the TPA Purchasers based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount. See "**USE OF PROCEEDS**" below for further discussion of the Company's use of any capital raised in the **Offering**.

In connection with this **Offering**, we are **Offering** you and certain other prospective purchasers the opportunity to purchase **eMPX Tokens** on the terms and conditions set forth under "**TERMS OF OFFERING**". This **Offering** is made only to persons who can demonstrate (in a manner acceptable to the Company) their status as an accredited investor under U.S. federal securities laws via the sale website at https://republic.com/crossfi. The Company may terminate such sales at any time prior to the sale of all **eMPX Tokens** in its sole discretion.

The Terms of this **Offering**, including the applicable delivery restrictions, are set forth under the section titled "**TERMS OF OFFERING**".

1.9. Token Distribution

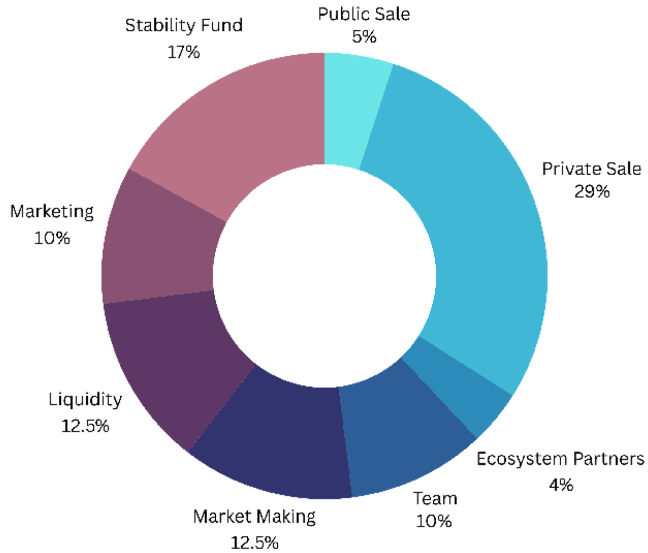
An initial supply of 400,000,000 **eMPX Tokens** will be created in the initial minting processes and will be subject to inflation. For discussion of the impact of inflation on the supply of **eMPX Tokens**, see "**DESCRIPTION OF THE eMPX TOKENS**" above.

Distribution Schedule

The distribution schedule for the **eMPX Tokens** at the Token Generation Event is described below.

Seed Sale. A total number of 100,000,000 **eMPX Tokens**, equal to 25.00% of the initial network supply of the **eMPX Tokens**, is allocated to seed sale contributors ("Seed Sale") for their capital contributions to **CrossFi**. **eMPX Tokens** under this distribution category are subject to varying delivery restrictions and vesting schedules.

Strategic Sale. A total number of 16,000,000 **eMPX Tokens**, equal to 4.00% of the initial network supply of the **eMPX Tokens**, is allocated to strategic sale contributors ("Strategic Sale") for their capital contributions to **CrossFi**. **eMPX Tokens** under this distribution category are subject to varying delivery restrictions and vesting schedules.



Republic Sale. A total number of 20,000,000 **eMPX Tokens**, equal to 5.00% of the initial network supply of the **eMPX Tokens**, is allocated to certain contributors in the Republic Sale (Concurrent Offering). **eMPX Tokens** under this distribution category are subject to varying delivery restrictions and vesting schedules.

CrossFi team. A total number of 40,000,000 **eMPX Tokens**, equal to 10.00% of the initial network supply of the **eMPX Tokens**, is allocated to the team of the Company. **eMPX Tokens** under this distribution category are subject to varying delivery restrictions and vesting schedules.

Market Making. A total number of 50,000,000 **eMPX Tokens**, equal to 12.50% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Market Making. **eMPX Tokens** under this distribution category are subject to varying delivery restrictions and vesting schedules.

Liquidity. A total number of 50,000,000 **eMPX Tokens**, equal to 12.50% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Liquidity. **eMPX Tokens** under this distribution category are subject to varying delivery restrictions and vesting schedules.

Marketing. A total number of 40,000,000 **eMPX Tokens**, equal to 10.00% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Marketing. **eMPX Tokens** under this distribution category are subject to delivery restrictions.

Stability Fund. A total number of 68,000,000 **eMPX Tokens**, equal to 17.00% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Stability Fund. **eMPX Tokens** under this distribution category are subject to delivery restrictions.

Advisers and Ecosystem Partners. A total number of 16,000,000 **eMPX Tokens**, equal to 4.00% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Advisors and Ecosystem Partners. **eMPX Tokens** under this distribution category are subject to delivery restrictions.

Initial Launch of the **eMPX Tokens**

The Company expects to enter TPAs on an ongoing basis through the **Offering Period**. The Company is targeting a Token Generation Event on or before the Deadline Date. However, there can be no assurance that the **eMPX Tokens** will be issued as of such date.

PLAN OF DISTRIBUTION

This Offering of **eMPX Tokens** will be deemed to be fully subscribed once the aggregate purchase amount (of **TPA**s) meets the Offering Size (see "**TERMS OF OFFERING**").

Distribution of eMPX Tokens

The 400,000,000 **eMPX Tokens**, consisting of the initial minted supply of **eMPX Tokens**, subject to inflation, will be distributed as follows:

Allocation	**Tokens**	**%**
Private Sales:		
Seed Sale	100,00,000	25.00%
Strategic Sale	16,000,000	4.00%
Public Sales:		
Republic Sale	20,000,000	5.00%
CrossFi Team	40,000,000	10.00%
Market Making	50,000,000	12.50%
Liquidity Pool	50,000,000	12.50%
Marketing	40,000,000	10.00%
Stability Fund	68,000,000	17.00%
Advisors and Ecosystem Partners	16,000,000	4.00%
Total Token Allocation:	**400,000,000**	**100.00%**

<u>Private Sales:</u>

Seed Sale

A total number of 100,000,000 **eMPX Tokens**, equal to 25.00% of the initial network supply of the **eMPX Tokens**, is allocated to Seed Sale contributors for their capital contributions to **CrossFi**. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over sixteen (16) months commencing at the time of the allocation date as defined in each such Seed Sale token purchase agreement ("**Seed Sale Allocation Date**"), with 6.25% of **eMPX Tokens** vesting each month starting from the fifth month after the Token Integration Event (TIE) until all such granted **eMPX Tokens** have been vested on the first day of the sixteen (16) month following the Seed Sale Allocate Date.

Strategic Sale

A total number of 16,000,000 **eMPX Tokens**, equal to 4.00% of the initial network supply of the **eMPX Tokens**, is allocated to Strategic Sale contributors for their capital contributions to **CrossFi**. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over four (4) months commencing at the time of the allocation date as defined in each such Strategic Sale token purchase agreement ("**Strategic Sale Allocation Date**"), with 15.00% of **eMPX Tokens** vesting at the time of the Strategic Sale Allocation Date, and the remaining 85.00% each month starting from the second month after the Token Integration Event (TIE) until all such granted **eMPX Tokens** have been vested on the first day of the fourth (4) month following the Strategic Sale Allocate Date.

<u>Public Sales:</u>

Republic Sale

A total number of 20,000,000 **eMPX Tokens**, equal to 5.00% of the initial network supply of the **eMPX Tokens**, is allocated to certain contributors in a concurrent offering being conducted on Republic. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over four (4) months commencing at the time of the allocation date as defined in each such Strategic Sale token purchase agreement ("**Strategic Sale Allocation Date**"), with 20.00% of **eMPX Tokens** vesting at the time of the Strategic Sale Allocation Date, and the remaining 80.00% each month starting from the second month after the Token Integration Event (TIE) until all such granted **eMPX Tokens** have been vested on the first day of the fourth (4) month following the Republic Sale Allocation Date.

CrossFi Team

A total number of 40,000,000 **eMPX Tokens**, equal to 10.00% of the initial network supply of the **eMPX Tokens**, is allocated to the **CrossFi** Team. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over thirty-six (36) months commencing at the time of the Token Integration Event with **eMPX Tokens** vesting from the first day of the first (1) month at 2.70% each month until all such granted **eMPX Tokens** have been vested on the first day of the thirty-sixth (36) month following the Token Integration Event.

Market Making

A total number of 50,000,000 **eMPX Tokens**, equal to 12.50% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Market Making. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over twenty-four (24) months commencing at the time of the Token Integration Event, with 25.00% of **eMPX Tokens** vesting at the time of the Market Making Allocation Date, 25.00% two weeks after the Market Making Allocation Date, and the remaining 50.00% each month starting from the fifth month after the Token Integration Event (TIE) until all such granted **eMPX Tokens** have been vested on the first day of the twenty-fourth (24) month following the Market Making Allocate Date.

Liquidity Pool

A total number of 50,000,000 **eMPX Tokens**, equal to 12.50% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Liquidity Pool. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over thirty-eight (38) months commencing at the time of the Token Integration Event, with **eMPX Tokens** vesting from the first day of the thirteenth (13) month at 2.60% each month until all such granted **eMPX Tokens** have been vested on the first day of the thirty-eighth (38) month following the Token Integration Event.

Marketing

A total number of 40,000,000 **eMPX Tokens**, equal to 10.00% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Marketing. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over thirty-eight (38) months commencing at the time of the Token Integration Event, with **eMPX Tokens** vesting from the first day of the fourth (4) month at 2.60% each month until all such granted **eMPX Tokens** have been vested on the first day of the thirty-eighth (38) month following the Token Integration Event.

Stability Fund

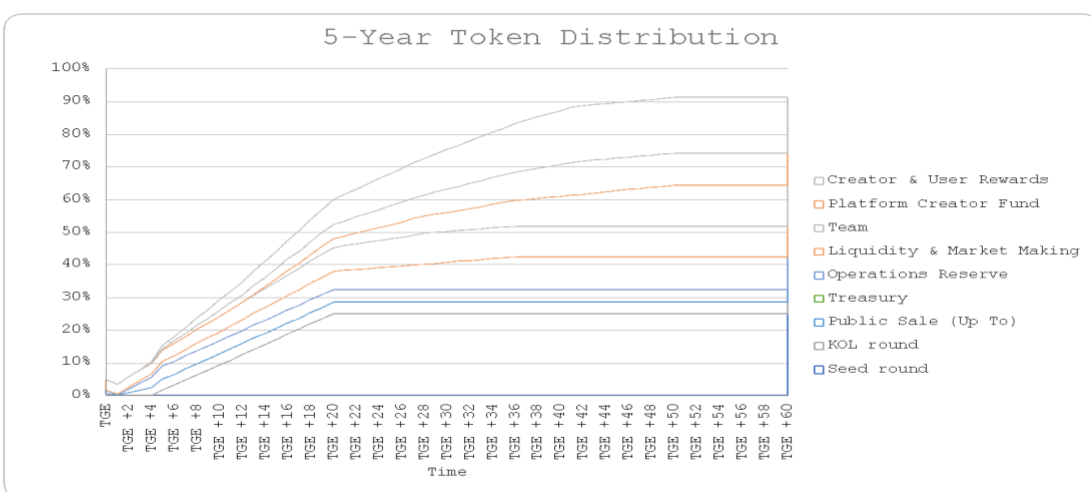
A total number of 68,000,000 **eMPX Tokens**, equal to 17.00% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Stability Fund. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over thirty-eight (38) months commencing at the time of the Token Integration Event, with **eMPX Tokens** vesting from the first day of the fourth (4) month at 2.60% each month until all such granted **eMPX Tokens** have been vested on the first day of the thirty-eighth (38) month following the Token Integration Event.

Advisors and Ecosystem Partners

A total number of 16,000,000 **eMPX Tokens**, equal to 4.00% of the initial network supply of the **eMPX Tokens**, is allocated to the Company's Advisors and Ecosystem Partners. **eMPX Tokens** in this distribution category are subject to a vesting schedule, with **eMPX Tokens** under each such grant vesting over thirty-eight (38) months commencing at the time of the Token Integration Event, with **eMPX Tokens** vesting from the first day of the fourth (4) month at 2.60% each month until all such granted **eMPX Tokens** have been vested on the first day of the thirty-eighth (38) month following the Token Integration Event.

eMPX Token Supply Release Schedule

The figure below shows the change in **eMPX Token** supply over time as the **eMPX Tokens** vest as per the terms described above. This figure does not account for staking rewards.



VESTING SCHEDULE

Public Sale. These tokens will be subject to a 12-month lock up period and will vest over a period of 4 months, beginning on 19th July 2025 and concluding on 19th November 2025, with a monthly vesting rate of 4,000,000 tokens.

Notwithstanding any other terms and conditions herein contained, the Purchased Tokens shall be subject to the following vesting and Lock-Up conditions:

Lock-Up Period. The Investor's portion of the **CrossFi Tokens** shall be subject to a lockup (the "Lock-Up") as follows: the Investor cannot transfer the **CrossFi Tokens** acquired through the exercise of TPA until the date that is half year anniversary of the singing of the TPA; and (b) four (4) months after such **CrossFi Tokens** shall become transferable on a one-month anniversary of the Token Integration Event Anniversary (the "**Initial Unlock Date**").

CrossFi may, acting in its sole opinion and discretion, change the lock-up and vesting conditions set out in this Agreement. In such an event, **CrossFi** will endeavor to notify the Investor of the same in writing within a reasonable time. If the vesting schedule is changed, the lock-up and vesting conditions under all TPAs concluded by **CrossFi** will change accordingly. **CrossFi** has the right, but not an obligation, to distribute the Purchased Tokens to the Investor before they vest as provided herein.

Use that is not transfer. The Investor shall have the right to use the Purchased Tokens in their entirety or partially during the Lock-Up Period for any purpose on the **EVM Ecosystem** that does not constitute a Transfer.

TERMS OF OFFERING

The summary below describes the principal terms of the **eMPX Tokens** and the **Offering**. Certain of the terms and conditions described below are subject to important limitations and exceptions. Prospective purchasers should review the entirety of the document to be entered into in connection with the **Offering**. The summary below is qualified in its entirety by reference to the actual text of the form of the applicable **Offering** Document.

Issuer/Seller:	**CROSSFI CAIN S.R.O.** is responsible for the issuance of tokens. The company was incorporated under the laws of the Czech Republic on October 25, 2023, and is registered with the Municipal Court in Prague under Company Identification Number 198 60 340. The registered office of **CROSSFI CAIN S.R.O**. is located at Vlkova 532/8, Žižkov, Prague 3.
TPAs:	The expected number of **eMPX Tokens** to be sold in this **Offering** is 20,000,000 **eMPX Tokens**, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the **Republic Sale** allocation. Any unsold **eMPX Tokens** can be re-allocated by the Company in its sole discretion.
Purchaser Qualifications:	Each Purchaser in the United States, must be an accredited investor, as defined in Regulation D under the Securities Act (see "**PURCHASER REQUIREMENTS FOR CROSSFI OFFERING**").
Offering Size:	USD 1,000,000, subject to increase dependent on demand.
Period of Offering:	July 17, 2024, at 9:00 am Eastern Standard Time ("EST") for the private sale and July 19, 2024, at 9:00 am EST through August 2, at 9:00 am EST for the public sale (the "**Offering Period**"). The Company reserves the right to reject any payments not made within the **Offering Period**. The **Offering Period** may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the **Offering Website**.
Fulfillment Price:	Purchaser may purchase TPAs through the following options (and note that the Company may increase or decrease the initial supply of any option at its discretion, meaning that the ultimate number of **eMPX Tokens** available for purchase may be higher or lower than the amount displayed below): **Regulation D Offering** Price: US$0.05/**eMPX Token** Delivery Restrictions: Purchased tokens will be delivered per the vesting schedule commencing at the

time of the Token Generation Event as described in "**VESTING SCHEDULE**".
Maximum Supply: 20,000,000 **eMPX Tokens**

Restricted Period:	Prior to the expiration of the one-year period following the TPA purchase (the "Restricted Period"), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or **eMPX Tokens**, in the United States
Subscription Amounts:	The minimum investment amount is $100.00 for individual Purchasers and $1000.00 for entity Purchasers. The maximum subscription amount is $500,000.00. Such amounts may be modified by the Company in its sole discretion.
Delivery of eMPX Tokens:	After the completion of this **Offering**, to the extent all applicable Know-Your-Customer/ Anti-Money Laundering ("KYC/AML") or Know-Your-Business ("KYB") screening process has been completed by ODB and all contributions pursuant to this **Offering** have been collected, if there is a Token Generation Event, on or before the **Deadline Date** (as defined herein), **eMPX Tokens** will be delivered to an **EVM-**compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.
Token Exchange:	Following the Token Generation Event, a Purchaser of TPAs will receive **eMPX Tokens**, subject to terms and conditions of the TPA (the "**Token Exchange**").
Means of Purchase:	Purchasers must access the **Offering Platform** at https://republic.com/crossfi and be subject to the **Offering Documents**.
Form of Payment for TPA:	The Purchase Amount can be paid in US dollars (via credit card) USD Coin (USDC), or USD Tether (USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.70%-3.80% plus an additional $0.36 per transaction. These total expenses for Stripe will ultimately be borne by the Company. Cash received in connection with the Purchase Amount will be directly transferred to the Company. ODB charges a three percent (3.00%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of $7 and a maximum fee of $300. The fee is added to the total amount of the investment at checkout. Purchasers in

the **Offering** will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the **Offering Platform** that is operated by ODB for the benefit of the **Offering**.

Cryptocurrencies and digital assets received in connection with purchases pursuant to this **Offering** are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the **Offering** will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the tokens to the Purchaser.

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the **Offering** will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded.

Dissolution Event:

Any of the following events shall be deemed to be a “Dissolution Event”: (i) a voluntary termination of the operations of the Company, (ii) a general assignment of all or substantially all the Company's assets for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

Upon the occurrence of either (a) a Dissolution Event prior to the **Deadline Date**, or (b) the transfer of any **eMPX Tokens** purchased hereunder pursuant to the Restricted Period, the Company shall pay, after the payment of all other creditors, the Returned Purchase Amount due and payable to the Purchaser immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Purchaser and all holders of all other TPAs (collectively, the "***TPA Parties***"), as determined in good faith by the Company's Council, are insufficient to permit the payment to the TPA Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the TPA Parties based on the relative value (in the Purchase Price currency of the **Tokens** as set out herein) of each TPA Party's respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and the claims of the Purchaser against the Company shall abate accordingly and any further claims of the Purchaser on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.

Documentation:

In order to complete the closing process in this **Offering**, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a TPA; (2) completion of Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds by Stripe. (collectively, the "**Closing Requirements**").

Governing Law:	The TPAs and the underlying **eMPX Tokens** will be governed by the law of the Czech Republic.
Use of Proceeds:	See "**USE OF PROCEEDS**".
Republic Service Providers:	The cash fee paid to ODB from the proceeds of this **Offering** will be six percent (6.00%) (collectively the "**Cash Commission**"). In connection with this **Offering**, ODB shall also receive two percent (2.00%) of the **eMPX Tokens**. Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or makes any assurances as to the completeness, accuracy or reliability of any such information provided by the Company.

PURCHASER REQUIREMENTS FOR CROSSFI OFFERING

(1) Each Purchaser must satisfy the following requirements. You acknowledge and agree that, in the event the Company determines that you do not meet the Company's requirements for Purchasers hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, your purchase, notwithstanding your compliance with the **Offering Documents**, or that you have delivered the purchase price to the Company.

(2) Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the eMPX Tokens offered hereby because: (i) a purchase of the **eMPX** Tokens involves a number of significant risks (See "**RISK FACTORS**"); and (ii) no market for the **eMPX** Tokens currently exists. It is uncertain whether a robust public market will ever develop for the **eMPX** Tokens. The sale of **eMPX Tokens** as described herein is intended to be exempt from registration under the Securities Act and applicable state securities laws.

(3) This **Offering** is limited solely to Purchasers who are "accredited investors" as defined in Rule 501 of Regulation D under the Securities Act.

(4) For purposes hereof, an "accredited investor," as defined under the Securities Act, shall mean any person who comes within any of the following categories, or who we reasonably believe comes within any of the following categories, at the time of the sale of **eMPX Tokens** to that person:

Entities and Institutions:

(a) Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity.

(b) Any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

(c) Any insurance company as defined in Section 2(13) of the Act.

(d) 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.

(e) Any Small Business Investment Company licensed by the US Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

(f) Any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, if such plan has total assets more than $5,000,000.

(g) Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

Private Business Development Companies and Organizations:

(a) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(b) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

Individuals:

(a) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

(b) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds $1,000,000.

(c) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(d) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act.

(e) Any entity in which all of the equity owners are accredited investors.

Other Accredited Investors:

(a) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.

(b) Any "family office," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1) with assets under management above $5,000,000 that is not formed for the specific purpose of acquiring the securities offered and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

(c) Any "family client," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1), of a family office meeting the requirements in paragraph (k) above and whose prospective investment in the issuer is directed by such family office.

REPRESENTATIONS AND WARRANTIES

The Purchaser represents, by completing and signing the Token Purchase Agreement attached hereto, that:

(i) The Purchaser understands that the **eMPX** Tokens represent a speculative, high-risk investment and that they must bear the economic risk of that investment for an indefinite period because the tokens have not been registered under the Securities Act or applicable state blue sky or securities laws and that the Purchaser therefore cannot sell their tokens unless they are subsequently so registered or an exemption from registration is available, and that any transfer will require our approval.

(ii) The Purchaser understands that the Token Purchase Agreement will bear a restrictive legend prohibiting transfers thereof except in compliance with the provisions of this Private Placement Statement and applicable securities laws and will not be transferred of record except in compliance therewith.

(iii) The Purchaser is acquiring the **eMPX** Tokens solely for their own account and without any intention of reselling or distributing them.

(iv) If the Purchaser is not a natural person, it was not organized or reorganized for the specific purpose of acquiring the **eMPX Tokens**.

(v) The Company has, during the course of the offering and prior to the sale of the **eMPX Tokens**, accorded the Purchaser and the Purchaser's representatives, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company or its agent possesses such information or could have acquired it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this statement.

(vi) The Purchaser, alone or in conjunction with their purchaser representative, if any, has substantial knowledge and experience in business and financial matters and is an experienced and sophisticated investor fully capable of evaluating the risks and merits of the proposed investment in the **eMPX Tokens**.

(vii) Considering their business and financial circumstances (including, but not limited to, health problems, unusual family responsibilities, and requirements for current income) and all other factors, the prospective investor is able to bear the economic risk of an illiquid investment in the **eMPX Tokens**, including the risk of loss of the entire amount of the prospective investor's investment.

Office of Foreign Assets Control (OFAC) Compliance

You should check the Office of Foreign Assets Control (the "*OFAC*") website at https://www.treas.gov/ofac before marking the following representations to the Company: You represent that the amounts paid by you in this sale of **eMPX Tokens** as described herein were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by the OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at **https://www.treas.gov/ofac.** In addition, the programs administered by the OFAC (the "***OFAC Programs***") prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list;

(i) you represent and warrant that none of (1): you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any subscription amounts from a prospective Purchaser if such prospective Purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify the Company should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, the Company may be obligated to "freeze the account" of any Purchaser, either by prohibiting additional subscription from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose such Purchaser's identity to the OFAC;

(ii) you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined in the footnotes below; and if you are affiliated with a non-U.S. banking institution (a

"***Foreign Bank***"), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

The Company is entitled to rely upon the accuracy of each of your representations. The Company may, but under no circumstances shall it be obligated to, require additional evidence that a prospective purchaser meets the standards set forth above at any time prior to its acceptance of a prospective purchaser's subscription. You are not obligated to supply any information so requested by the Company, but the Company may reject a subscription from you or any person who fails to supply such information. In addition, if at any time after completion of the sale of the **eMPX Tokens** the representations concerning Purchaser's compliance with the OFAC Programs becomes untrue, the Company may be required to take certain actions, including refusal to deliver the **eMPX Tokens** after Listing and reporting the transaction(s) to the relevant governmental authorities.

ODB

ODB provides hosting and operational services for the **Offering**. ODB's connection to the **Offering** is solely for the limited purposes of acting as a third-party service provider. ODB and its affiliates do not provide tax, accounting or legal advice — all recipients are advised to consult with their own advisers. Neither ODB nor its affiliates have investigated (nor have any of its affiliates investigated) the desirability or advisability of participation in this **Offering** or the Interests offered herein. ODB and its affiliates make no representations, warranties, endorsements, or judgment on the merits of the **Offering** or the Interests offered herein.

Delivery of eMPX Tokens

eMPX Tokens will be issued to Purchasers in a transaction exempted from the registration requirements of the Securities Act pursuant to Section 3(a)(9) of the Securities Act or another available exemption to the extent that U.S. federal securities laws apply.

On the Token Generation Event, the **eMPX Tokens** will be minted and delivered to Purchasers according to the terms specific to their TPA. The **Tokens** will be delivered to either a wallet address provided upon contribution or will be made available by other means as agreed upon among the Company, ODB, and the applicable Purchaser.

RISK FACTORS

A purchase of **eMPX Tokens**, involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this **Offering Memorandum** and the **Offering Documents**, before making a decision to participate in this **Offering**. The following risks entail circumstances under which the **CrossFi EVM Ecosystem**, the **eMPX Tokens**, and their related operations and prospects could suffer. They may also be harmed by additional risks and uncertainties not currently known or that we currently do not believe to be material.

UNLESS EXPRESSLY SET OUT HEREIN, THE COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION MATERIALS, THE eMPX TOKENS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT eMPX TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE eMPX TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT eMPX TOKENS OR THE DELIVERY MECHANISM FOR THE eMPX TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

A significant amount of further work may be required in order for the Company to integrate the **eMPX Tokens** into the **CrossFi EVM Ecosystem** and much of that work may be subject to regulatory approval and otherwise reliant on the input or consent of other persons not under the control of the Company. The success of the **eMPX Tokens** is reliant upon the Company (i) raising sufficient resources to fund the ongoing development of the **eMPX Tokens**; and (ii) complying with ongoing funding, reserve and/or regulatory requirements (as relevant) related to the proposed creation and operation of the **eMPX Tokens** (collectively, the "***Regulatory and Funding Requirements***").

There is a significant risk that the **eMPX Tokens** are not developed as envisaged herein. The Company, in the sole and absolute discretion of the Council, reserves the right to modify, extend, reduce, eliminate, add and/or substitute the scale, scope, business lines, operations, and any other characteristics of the **eMPX Tokens** in order to address any actual or perceived commercial, legal, regulatory or other matters that the Council, in its sole and absolute discretion, considers relevant at any time.

The Company may issue **eMPX Tokens** even if there are material changes to the scale, scope, business lines, operations, and any other characteristics of the **eMPX Tokens** or the **CrossFi EVM Ecosystem** or if the Company or its affiliates have not satisfied (or are unlikely to satisfy) any regulatory and funding requirements or any other regulatory, commercial or legal requirements with respect to the **eMPX Tokens**. No promises of future performance or value are or will be made with respect to the **eMPX Tokens**, including no promise of inherent value, no promise of continuing payments, and no guarantee that the **eMPX Tokens** will hold any particular value.

The Company is developing the **eMPX Tokens** to be used with respect to the **CrossFi EVM Ecosystem**. Subject to applicable law and the cautionary statements and risk factors contained in **Offering Memorandum**, upon the **eMPX** Token Generation Event, the **CrossFi EVM Ecosystem** will accept any duly presented **eMPX Tokens** in exchange for privileges and other benefits related to such **eMPX Tokens** from time to time on the **CrossFi EVM Ecosystem**.

The precise terms of the privileges and other benefits of the **eMPX Tokens** will be determined by the Company as the owner of the **CrossFi EVM Ecosystem** in its sole and absolute discretion from time to time. Such privileges and benefits will initially be determined by such person on or around the **eMPX** Token Generation Event and may be amended thereafter at any time and without notice to, or consent from, any holder of **eMPX Tokens**. Any such determination or amendment shall not be a breach of the terms of this **Offering**.

The **eMPX Tokens** are provided on an "as is" and "as available" basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the **eMPX Token** is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the **eMPX Tokens** shall be at your own risk. In no event shall the Company be held liable in connection with or for any claims, losses, damages, or other liabilities, whether in contract, tort, or otherwise, arising out of or in connection with the **eMPX Tokens** or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the **CrossFi EVM Ecosystem** or the integration of the **eMPX Tokens** into the **CrossFi EVM Ecosystem**.

While the **eMPX Tokens** are available only to contributors that are not Prohibited Persons there is the possibility that **eMPX Tokens** could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring **eMPX Tokens** and, accordingly, the risk factors set out below may include certain risk factors specific to certain jurisdictions even though the Company will not at present make the **eMPX Tokens** available at this time to persons from such jurisdictions.

BY PARTICIPATING IN ANY ACQUISITION OF TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS RELATED THERETO INCLUDING (WITHOUT LIMITATION) THE RISKS SET OUT BELOW.

No Guarantee that eMPX Tokens Will be Released. Many factors could influence the success of the Company and the **eMPX Tokens**, some of which are out of the Company's control, and there can be no guarantee that the Company will ultimately be successful in deploying and delivering the **eMPX Tokens**. The Company may change its plans for issuing the **eMPX Tokens** for a variety of reasons, including a change in business plan, technological challenges, lack of perceived demand, or other reasons. Finally, if the Company ceases operations, agrees to assign its assets and liabilities to a third party for the benefit of creditors in the case of insolvency, or engages in a liquidation or winding up, it may never issue the **eMPX Tokens**. If the Token Generation Event does not occur or for other reasons the Company does not issue the **eMPX Tokens** as planned, Purchasers will not receive some or all of their **eMPX Tokens**. The Company has sole discretion to determine when, or if, the Token Generation Event occurs.

No Guarantee on When or if the Token Generation Event Will Occur. There are no guarantees as to the timing (if ever) of the Token Generation Event or the release of the **eMPX Tokens**, each of which is dependent on many factors, including many outside the Company's control.

Risk of Losing Access to eMPX Tokens Due to Wallet Incompatibility. Your cryptocurrency wallet must be **EVM**-compatible and possess technical infrastructure that is compatible with the receipt, storage, and transfer of the **eMPX Tokens**. Non- compatible wallet addresses will not be accepted, and any attempt to transfer **eMPX Tokens** to a non-compatible wallet address may result in the loss of such **eMPX Tokens**. In addition, your wallet address must not be associated with a third-party exchange or service that has custody over the private key. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time, acting in its sole discretion.

Risks Associated with the Blockchain Platforms. Any malfunction, breakdown, abandonment, unintended function, unexpected functioning of, or attack on the platform upon which the **eMPX Tokens** are issued may have an adverse effect on the **eMPX Tokens**, including causing them to malfunction or function in an unexpected or unintended manner.

Risks Associated with the Overarching Blockchain Industry in Which the CrossFi EVM Ecosystem Operates. The growth of the blockchain industry in general, is subject to a high degree of uncertainty regarding consumer adoption and long-term development. The factors affecting the further development of the cryptocurrency and crypto assets industry, as well as blockchain networks, include without limitation, the worldwide growth in the adoption and use of digital assets and other blockchain technologies; governmental and quasi-governmental regulation of digital assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems; the maintenance and development of the open source software protocol of blockchain networks; changes in consumer demographics and public tastes and preferences; the availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using government-backed currencies or existing networks; the extent to which current interest in cryptocurrencies represents a speculative “bubble”; general economic conditions in the United States and the world; the regulatory environment relating to cryptocurrencies and blockchains; and a decline in the popularity or acceptance of cryptocurrencies or other block- based tokens. The digital assets industries as a whole have been characterized by rapid changes and innovations and are constantly evolving. Although they have experienced significant growth in recent years, the slowing or stopping of the development, general acceptance and adoption, and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the **eMPX Tokens**.

Risks Associated with Your Credentials. Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your **eMPX Tokens**. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct wallet address to which to send your **eMPX Tokens**. If you give us the incorrect address to which to send your **eMPX Tokens**, we are not responsible for any loss of **eMPX Tokens** that may occur.

Purchasers are Responsible for Securing and Maintaining their Private Keys and Otherwise Following Cybersecurity Best Practices. Failure to do so May result in the Loss of all the Purchaser’s **eMPX Tokens**. The **eMPX Token** balances are associated with the Purchasers’ respective wallets with the Purchasers’ respective token public keys, which in turn are associated with Purchasers’ specific token private keys. Each Purchaser is responsible for knowing such Purchaser’s private key and keeping it safe and a secret. A private key, or a combination of private keys, is necessary to control and use **eMPX Tokens** stored in a digital wallet or vault. The loss of one or more of a Purchaser’s private keys associated with such Purchaser’s digital wallet or vault storing the **eMPX Tokens** will result in the loss of the Purchasers’ **eMPX Tokens**. The Company will never ask for Purchasers’ private keys, and Purchasers should never share any private keys with anyone. Further, the Purchaser is responsible for becoming and staying educated on best practices for securely keeping private keys, protecting any relevant personally identifiable information, and on cybersecurity best practices more generally. Holders of cryptoassets can be targeted by hackers in many ways which are out of our control. Holders’ private keys can also be stolen. Any third party that gains access to one or more of Purchaser’s private keys, including by gaining access to login credentials of a hosted wallet service used by the Purchaser, may be able to misappropriate Purchaser’s **eMPX Tokens**. The Company has no control over such attacks and cannot stop hackers from stealing private keys of users. The Company will further accept no liability and will not reimburse the Purchaser for any theft of private keys or any malfunction of wallet software. As a result, any loss of the Purchaser’s **eMPX Tokens** due to such theft or malfunction or unauthorized use of any private keys may be final and result in the complete loss of the Purchaser’s **eMPX Tokens** purchased hereunder.

***Risk of Unfavorable Regulatory Action in One or More Jurisdictions*.** Blockchain technologies and cryptographic tokens have been the subject of scrutiny by various regulatory bodies around the world. Blockchain technology allows new forms of interaction, and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which regulations may be contrary to the current setup of the **eMPX Tokens** or their associated smart contract system and, therefore, may result in substantial modifications to the **eMPX Tokens** and such smart contract systems, including its termination and the loss of **eMPX Tokens**.

The regulatory status of cryptographic tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulations with respect to such technology and its applications, including specifically (but without limitation to) the **CrossFi EVM Ecosystem** and **eMPX Tokens**. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the **eMPX Tokens**. Regulatory actions could negatively impact the **eMPX Tokens** in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that requires registration, licensing, recordkeeping, reporting, or restriction. The Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. The functioning of the **eMPX Tokens** could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the **eMPX Tokens**, which restrictions could impede, limit, or end the development of the **eMPX Tokens** and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the **eMPX Tokens**, are or may be subject to a variety of federal, state, and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, foreign exchange controls money transmission, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the **eMPX Tokens** could be enacted, which could impact the utility of the **eMPX Tokens** in the **CrossFi EVM Ecosystem**. Additionally, users of the **CrossFi EVM Ecosystem** are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the **eMPX Tokens**, including the utility of **eMPX Tokens** with respect to the **CrossFi EVM Ecosystem**, including any applications that are built in connection with the **CrossFi EVM Ecosystem**.

The Company may need to obtain approvals from one or more governmental authorities and there is a risk that securing such approvals may delay or prevent the Token Generation Event, the development of the **eMPX Tokens** and/or the Company's ability to issue the **eMPX Tokens**.

We are not Licensed to Conduct a Virtual Currency Business in New York and do not Currently Intend to Become Licensed in any Other State. We Have Taken the Position that the State of New York's BitLicense Regulatory Framework does not Apply to the Offering or operation of the **CrossFi EVM Ecosystem** or the offer and sale of the Interests. It is Possible, however, that the New York State Department of Financial Services could Disagree with our Position.

If we were deemed to be conducting an unlicensed virtual currency business in New York, we could be subject to significant additional regulation and/or regulatory consequences and/or be required to no longer make the **CrossFi EVM Ecosystem** or the Interests available in New York or to New York residents. Other states may take a similar position in the future. Any of these outcomes may negatively affect **eMPX Tokens**, including its further development, or the value of the **eMPX Tokens** and/or could cause us to cease operations in New York or any other states requiring a license for our activity.

We are not Licensed as a Money Transmitter under State Law or Registered as a Money Services Business under Federal Law, and our business may be adversely affected if we are required to do so. We believe that we are not a money transmitter under state law or a money services business under federal law in the United States when we offer the **CrossFi EVM Ecosystem** to developers. Further, we do not generally or specifically target U.S. Persons (as defined under the Securities Act) or residents to be users of the **eMPX Tokens**. If we were deemed to be a money transmitter under state law and/or money services business under federal law, we would be subject to significant additional regulation and costs. This could lead to significant changes with respect to operations of the **CrossFi EVM Ecosystem**, the **eMPX Tokens**, suspensions in the operation of the **CrossFi EVM Ecosystem**, the **CrossFi Chain**, the **eMPX Tokens** or certain of its components, changes in how the **eMPX Tokens** are structured, changes in how they are issued and other regulatory or business consequences and would greatly increase our costs in creating and facilitating transactions of the **eMPX Tokens**. It could also lead to a decrease in value of **eMPX Tokens**. In addition, a regulator could take action against us if it views our activity regarding the **CrossFi EVM Ecosystem** or the **eMPX Tokens** as a violation of existing law. Any of these outcomes would negatively affect the value of the **eMPX Tokens** and/or could cause the Company to cease operations in certain states or nationwide.

Risk of eMPX Tokens Being Deemed a Futures Contract or Swap. Given the time period between the close of this **Offering** and delivery of the **eMPX Tokens**, there is a risk that any deferred delivery arrangement involving a commodity could be viewed as a futures contract or swap transaction under U.S. commodities laws. We believe that this risk is generally a latent one that is mitigated by the Company's obligation to deliver **eMPX Tokens** shortly after the Token Generation Event to Purchasers who represent and warrant that they are **CrossFi EVM**

Ecosystem users not purchasing with speculative intent and who are otherwise prohibited from transferring the **eMPX Tokens** before the **eMPX Token** is launched.

Risk of Litigation and/or Third-Party Claims. From time to time, third parties may assert claims against the Company, its developers, and/or its underlying technology. Regardless of the merit of any legal action or claim, any action that reduces confidence in the Company's long-term viability or the ability of individuals to hold and transfer **eMPX Tokens** may adversely affect the **CrossFi EVM Ecosystem**. Additionally, a meritorious claim could prevent developers from accessing the most up-to-date protocol code or holding or transferring their **eMPX Tokens**.

Risk of Alternative, Unofficial Platforms. Following the issuance of the **eMPX Tokens**, it is possible that alternative applications or platforms could be established, which use the same or similar open-source code and protocol underlying the **eMPX Tokens**. The **eMPX Tokens** may have no intrinsic value with respect to such alternative applications. The **eMPX Tokens** may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the **eMPX Tokens**.

Assertions by Third Parties of Infringement or other Violation by Us of Their Intellectual Property Rights Could Harm our Ability to Develop the **CrossFi EVM Ecosystem** and the **eMPX** Token. Third parties may in the future assert that we have infringed, misappropriated, or otherwise violated their copyrights, patents, and other intellectual property rights, and as we face increasing competition, the possibility of intellectual property infringement claims against us grows. Various laws and regulations govern the copyright and other intellectual property rights associated with the **CrossFi EVM Ecosystem**. Existing laws and regulations are evolving and subject to different interpretations, and various legislative or regulatory bodies may expand current or enact new laws or regulations. We cannot assure you that we are not infringing or violating any third-party intellectual property rights, or that we will not do so in the future. In addition, internet and technology companies are frequently subject to litigation based on allegations of infringement, misappropriation, or other violations of intellectual property rights. Many companies in these industries, including many of our competitors, have substantially larger patent and intellectual property portfolios than we do, which could make us a target for litigation as we may not be able to assert counterclaims against parties that sue us for patent, or other intellectual property infringement. By their nature, media platforms feature content protected by intellectual property laws and may be fora for the publication of content that has infringed upon the intellectual property rights of others.

It is difficult to predict whether assertions of third-party intellectual property rights or any infringement or misappropriation claims arising from such assertions will substantially harm our business, operating results, and financial condition. If we are forced to defend against any infringement or misappropriation claims, whether they are with or without merit, are settled out of court, or are determined in our favor, we may be required to expend significant time and financial resources on the defense of such claims. Furthermore, an adverse outcome of a dispute may require us to pay significant damages, which may be even greater if we are found to have willfully infringed upon a party's intellectual property; cease exploiting copyrighted content that we have previously had the ability to exploit; cease using solutions that are alleged to infringe or misappropriate the intellectual property of others; expend additional development resources to redesign our solutions; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies, content, or materials; indemnify our partners and other third parties; and/or take other actions that may have material effects on our business, operating results, and financial condition.

eMPX Token Generation Risk and Risk of Insufficient Interest in the EVM Ecosystem. There are no guarantees as to the timing of the **eMPX Tokens** being integrated into the **CrossFi EVM Ecosystem**, which is dependent on many factors, including many outside the Company's control. Further, it is possible that there will be limited public interest in the **eMPX Tokens** or that public interest in the **CrossFi EVM Ecosystem** may reduce over time. Such a lack of interest could negatively impact the **eMPX Tokens** and their functionality in the **CrossFi EVM Ecosystem**.

Operating History. The Company has little operating history in the blockchain industry, which continues to be evolving and may not develop as expected. The Company's historical performance does not necessarily reflect future performance or the likelihood of the success of the **eMPX Tokens**. A significant amount of work was required in order to create the **eMPX Tokens** and implement the **eMPX Token** into the **CrossFi EVM Ecosystem** and much of that work is reliant on the input or consent of other persons not under the control of the Company. Assessing the business and future prospects of the Company is challenging in light of the risks and difficulties the Company may encounter. These risks and difficulties include but are not limited to, their ability to:

- **(i)** navigate complex and evolving regulatory and competitive environments.
- **(ii)** obtain the requisite regulatory and other licenses in the relevant jurisdictions.
- **(iii)** obtain and retain customers.
- **(iv)** successfully develop, maintain, and update internal controls to manage compliance within an evolving and complex regulatory environment.
- **(v)** effectively identify and react to market trends.
- **(vi)** be involved in the successful development and deployment of the **eMPX Tokens**;
- **(vii)** implement new products and services.
- **(viii)** successfully execute the Company's funding strategy.
- **(ix)** effectively compete with other companies.
- **(x)** successfully navigate economic conditions and fluctuations in the market.
- **(xi)** effectively manage the growth of the business.
- **(xii)** continue to develop, maintain, and scale the **eMPX Tokens**.
- **(xiii)** effectively use finite personnel and technology resources.
- **(xiv)** effectively maintain and scale financial and risk management controls and procedures;
- **(xv)** maintain the security of technology infrastructure, and the confidentiality of the information provided and utilized therein; and
- **(xvi)** attract, integrate, and retain qualified employees and contractors.

Risk that the eMPX Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the **eMPX Tokens** (including participant behavior) held by the Company or by you may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the **eMPX Tokens**. Moreover, the Company may not be able to retain full and effective control over how other participants will use the **CrossFi EVM Ecosystem**, what products or services will be offered through the **CrossFi EVM Ecosystem** by third parties, or how third-party products and services will utilize **eMPX Tokens** (if at all). This could create the risk that the **eMPX Tokens**, as further developed and maintained, may not meet your expectations. Furthermore, despite our good faith efforts, it is still possible that the integration of the **eMPX Tokens** into the **CrossFi EVM Ecosystem** will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the **CrossFi EVM Ecosystem** and **eMPX Tokens**, and the potential utility of the **eMPX Tokens** within the **CrossFi EVM Ecosystem**.

*The Value of the **eMPX Tokens** will be Affected by the Success of the **CrossFi EVM Ecosystem***. Because the **eMPX Tokens** are intended for use on the **CrossFi EVM Ecosystem**, a failure to maintain the **CrossFi EVM Ecosystem** would negatively affect the value of the **eMPX Tokens**. There is no guarantee that the **CrossFi Chain**, including its use of the **eMPX Tokens** will develop as planned or become successful in the marketplace.

Long-term Viability of Crypto assets. Cryptoassets, including those like the **eMPX Tokens**, are a new and relatively untested product. There is considerable uncertainty about their long-term viability, which could be affected by a variety of factors, including many market-based factors such as economic growth, inflation, and others. In addition, the success of cryptoassets (including the **eMPX Tokens**) will depend on the long-term utility and economic viability of blockchain and other new technologies related to cryptoassets. Due in part to these uncertainties, the price of cryptoassets is volatile and the **eMPX Tokens** may be hard to sell. Further, the value of **eMPX Tokens** may decrease over time, which may impact interest in, or the success of, the **CrossFi EVM Ecosystem**. The Company does not control any of these factors, including the ability of the **eMPX Tokens** to maintain their value over time.

Further Innovations in the Cryptoasset Industry may Cause the eMPX Tokens to Lose Value. The development and acceptance of the cryptographic and algorithmic protocols governing the issuance of, and transactions in, cryptoassets is subject to a variety of factors that are difficult to evaluate and predict. The use of cryptoassets to, among other things, transact in goods and services is part of a new and rapidly evolving commercial practice that employs digital assets based on a computer- generated mathematical and/or cryptographic protocol. The growth of this commercial practice in general, and the use of cryptoassets in particular is subject to a high degree of uncertainty. Factors affecting further development of the cryptoassets industry include, among other things, the continued worldwide adoption of cryptoassets; governmental and quasi-governmental regulation of cryptoassets and/or cryptoassets exchanges; changing consumer demographics, tastes, and preferences; sustained development and maintenance of open-source software protocols; the popularity and availability of alternative and/or new payment services; and general economic conditions. If these factors negatively affect or impede the development of the cryptoassets industry, the value of holding **eMPX Tokens** may also be negatively affected.

Inability to Fund Development or Maintenance. The Company may not be able to fund development of the **eMPX Tokens** in the manner that it was intended.

Risks from Taxation. The tax characterization of the **eMPX Tokens** is uncertain as described above, which may lead to inefficient tax outcomes for Purchasers and/or the Company and/or its affiliates. You must seek your own tax advice in connection with acquiring and holding **eMPX Tokens**, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. The purchase of Interests may result in adverse tax consequences to Purchasers, including withholding taxes, income taxes, and tax reporting requirements. Additionally, subsequent transactions in cryptoassets such as the **eMPX Tokens** may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, **eMPX Tokens** may result in additional tax liability. Each Purchaser should consult with and must rely upon the advice of its own professional tax advisors.

Risk of Theft and Hacking. Smart contracts, software applications, and the **eMPX Tokens** may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the **eMPX Tokens** in any number of ways, including denial of service attacks, sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known. Any such successful attacks could result in theft or loss of **eMPX Tokens**, adversely impacting the ability to further derive any usage or functionality from **eMPX Tokens**. The Company must take appropriate steps to ensure the integrity of its smart contracts, systems, and other vectors of potential attack. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems, and communications. Furthermore, because the **eMPX Tokens** employs open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the **eMPX Token** and negatively affect it.

You acknowledge, understand, and accept that if your private key or password gets lost or stolen, the **eMPX Tokens** associated with your wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your wallet, may be able to misappropriate your **eMPX Tokens**. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store **eMPX Tokens**, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your **eMPX Tokens**, for which the Company shall have no liability.

Misconduct and Errors Risks. The Company is exposed to many types of operational risk, including the risk of misconduct and errors by our employees, former employees, and other third-party service providers, or by users and developers on the **CrossFi EVM Ecosystem**, whom the Company does not control, could be in a position to handle large amounts of sensitive and potentially proprietary information, whose exposure could result in significant liability. It is not always possible to identify and deter misconduct by employees or third-party providers, and the Company cannot control developers or uses of the **CrossFi EVM Ecosystem**. The precautions the Company takes to detect and prevent this activity, such as encryption of user data, may not be effective in controlling unknown or unmanaged risks or losses. Any of these occurrences could result in the Company's diminished ability to operate the business and develop the **CrossFi EVM Ecosystem**, inability to attract future developers and users, regulatory intervention, and financial harm which could negatively impact the Company, the growth of the Company, and the value of **eMPX Tokens**.

Risk of Security Weaknesses in the eMPX Tokens. The **eMPX Tokens** consists, at least in part, of open-source software that may, in turn, be based on other open-source software. There is a risk that the Company or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the **eMPX Tokens** to interfere with the use of or cause the loss of **eMPX Tokens**.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography. Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to cryptocurrencies (like **eMPX Tokens**) by rendering ineffective the cryptographic consensus mechanism that underpins the **eMPX Tokens**, which could result in the theft, loss, or decreased utility of the **eMPX Tokens**. Smart contracts, blockchain application software, and blockchain platforms and protocols are still in an early development stage and relatively unproven. There is no warranty or assurance that the process for creating **eMPX Tokens** will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses, or bugs causing, inter alia, the complete loss of contributions and/or **eMPX Tokens**.

Risk of Lack of Adoption or Use of the eMPX Tokens. While the **eMPX Tokens** should not be viewed as an investment, they may have value over time. That value may be limited or non-existent if the **eMPX Tokens** lack acceptance, use, and adoption on the **CrossFi EVM Ecosystem**.

Risk of an Illiquid Market for eMPX Tokens. There may never be any marketplace for **eMPX Tokens**. There are currently no exchanges upon which the **eMPX Tokens** would trade. If exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on the **eMPX Tokens**. To the extent that any third party ascribes an external exchange value to **eMPX Tokens** (e.g., as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If (despite your representations to us to the contrary) you are holding **eMPX Tokens** as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the **eMPX Tokens** are not offered by the Company or its affiliates on an investment basis.

Risk of Dissolution of the eMPX Tokens. It is possible that, due to any number of reasons, including development issues with the **eMPX Tokens**, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the **CrossFi EVM Ecosystem** and/or **eMPX Tokens** may no longer be viable as a business or otherwise and may dissolve or fail to maintain commercial or legal viability, or be abandoned. There is no assurance that you will receive any benefits through the **eMPX Tokens**.

Risk of Malfunction in the eMPX Tokens. It is possible that the **eMPX Tokens** or the **CrossFi EVM Ecosystem** malfunctions in an unfavorable way, including one that results in the loss of the **eMPX Tokens**.

Risk Associated with Licensed Third-Party Technology. The **eMPX Tokens** are created solely for purposes of operating and integrating with the **CrossFi EVM Ecosystem**.

Risk Associated with Underlying Technology. There can be no guarantee that the technology required for operation of the **CrossFi EVM Ecosystem** will function as anticipated or function at all. This technology may malfunction because of internal problems or as a result of cyberattacks or security breaches or the Company might not be able to successfully develop the technology. Further, there may be no alternatives available if this technology does not work as anticipated. As a result, failure of this technology to work as intended may adversely affect the operation and growth of the **CrossFi EVM Ecosystem** and may have a material adverse impact on **eMPX Tokens**.

Risks Associated with Incomplete Information regarding the eMPX Tokens. You will not have full access to all the information relevant to the Company and the **eMPX Tokens**. The Company is not required to update you on the progress of the **eMPX Tokens**. You are responsible for making your own decision in respect of the acquisition of the **eMPX Tokens**. The Company does not provide you with any recommendation or advice in respect of the acquisition of the **eMPX Tokens**. You may not rely on the Company to provide you with complete or up-to-date information.

The Holders of **eMPX Tokens** will not be in any Fiduciary, Partnership, Trustee, Agency, or Similar Relationship with the Company or any of its Affiliates and will not be Owed any Fiduciary Duty by the Company or any of its Affiliates. The holders of **eMPX Tokens** have no direct management, equity, voting, or similar rights in the Company or any of its affiliates. However, without limitation to the above, the Company reserves all rights with respect to pursuing any form of decentralized governance should it so determine that doing so would be in the best interests of the holders of **eMPX Tokens** from time to time.

In order to seek compliance with (or to seek to mitigate the impact of) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed by the Company or its affiliates to apply to or affect the Company or its affiliates, the **eMPX Tokens**, the Company may in its sole and absolute discretion take such steps as it considers necessary or convenient to comply with such matters including, without limitation, the termination of the **eMPX Tokens**. In addition, the Company may take such steps as it considers necessary or convenient where it believes or suspects the **eMPX Tokens** may be used, trafficked, or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion, or other unlawful activity or where it believes the **eMPX Tokens** are no longer viable.

Regulation of (i) tokens (including the **eMPX Tokens**); (ii) cryptocurrencies; (iii) blockchain technologies; and (iv) cryptocurrency exchanges; is currently underdeveloped and is likely to evolve rapidly, vary significantly among international, national, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States, South Korea, China, Singapore, India, among other countries, are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact the development and growth of the **eMPX Tokens** and the Company. Other countries may adopt similar approaches. Failure by the Company or users of the **eMPX Tokens** to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines. New or changing laws and regulations or interpretations of existing laws and regulations would likely have numerous material adverse consequences on the Company and the **eMPX Tokens**. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have a material adverse impact on the value of the **eMPX Tokens** or impede the activities of the Company.

No Specific Use of Proceeds. At present, and other than as set out herein, no proceeds have been allocated for any particular purposes, and management expects to use the net proceeds from this **Offering** for working capital and to promote the development, security, maintenance, and distribution of the **CrossFi EVM Ecosystem**, regardless of whether all of the **eMPX Tokens** under this **Offering** are sold. Management may also use a portion of the net proceeds to acquire, license, and invest in complementary products, technologies, or businesses in the ordinary course of business. However, management will have broad discretion over the use of proceeds and reserves the right to change the use of proceeds on other than working capital and general corporate purposes should the circumstances change, or future research and development opportunities arise and could spend the proceeds from the **Offering** in ways with which Purchasers may not agree with or that do not yield a favorable return, if at all. If management does not use the proceeds of this **Offering** in ways that benefit the **eMPX Tokens**, the future value and utility of Purchasers' **eMPX Tokens** may be adversely affected.

Representation by Legal Counsel. Certain counsel (the "***Law Firm***") represents the Company solely with respect to the specific matters pertaining to the preparation of this Memorandum. Other matters may exist that could have a bearing on the Company as to which the Law Firm has been neither retained nor consulted. The Law Firm does not undertake to monitor compliance by the Company and its affiliates with the guidelines and procedures set forth in this Memorandum, nor does the Law Firm monitor compliance by the Company and/or its affiliates with applicable laws, unless in each case the Law Firm has been specifically retained to do so. The Law Firm does not investigate or verify the accuracy and completeness of information set forth in this Memorandum concerning the Company. Furthermore, the Law Firm is not providing any advice, representation, warranty, or other assurance of any kind as to any matter to any prospective purchasers of the **eMPX Tokens**. No separate counsel has been engaged by the Company to represent any purchasers with respect to a purchase of the **eMPX Tokens**.

The Company has the exclusive right, in its sole and absolute discretion, to address and remediate any of the operational, legal, or regulatory risks presented as of the date hereof or hereafter. In the exercise of such rights, it is possible that the Company may determine that the continued development of the **eMPX Tokens** is not feasible. Accordingly, there is a material risk that the Company and its affiliates may not successfully continue to develop, market, and operate the **eMPX Tokens**.

Unanticipated Risks. Cryptographic tokens are a relatively new and comparatively untested technology. In addition to the risks discussed herein, there are risks that the Company cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

Violation of Policies Risks. Any violation of Company policies and terms and conditions of use, including misuse of the **CrossFi EVM Ecosystem** and **eMPX Tokens**, by users and **eMPX** Token Holders, may result in unforeseeable adverse impact to the **CrossFi EVM Ecosystem** out of the Company's control, which may in turn potentially affect the value of **eMPX Tokens**.

Risk of Competitors. The Company believes that other organizations are or may be working to develop decentralized application systems for scalable and interoperable solutions for Web3 developers or other novel technologies that may be competitive with the technology of the Company. Some or all of these organizations that may have technology similar to the Company, may have substantially greater technological expertise, experience with blockchain technologies and/or financial resources than the Company has, and many of them may be attempting to patent technologies that may be competitive with or similar to the technology the Company has developed, or attempting to reverse engineer the Company's technology, which may be possible as a substantial portion of the software underlying the **CrossFi EVM Ecosystem** is open source software that is generally available to the public.

Given that such open-source software is generally available to the public, a person or company could establish software technology, and networks, built using the Company's publicly available software. It is possible that those products would be substantially similar to and competitive with the Company's software and technology. If this were to occur, it is possible that the value of the **CrossFi EVM Ecosystem** and **eMPX Tokens** could decline.

Risk of Underage Users. In certain jurisdictions, persons under the age of eighteen (18) have the ability to repudiate or disaffirm contracts entered into by those individuals, and some of the **CrossFi EVM Ecosystem** users are likely to be under the age of eighteen. As a result, the Company may have difficulty enforcing the terms of service and other agreements entered into with such individuals that are under the age of eighteen in connection with the operation of the Company's business, the **CrossFi EVM Ecosystem**, and the distribution of **eMPX Tokens**.

Risks Associated with Issuance of Additional Tokens. In addition to the **eMPX Tokens** that may be issued to **eMPX** Token Holders that stake **eMPX** if and when the Company enables staking, additional **eMPX Tokens** may be issued in the future in the event the Company, or if **eMPX** Token Holders are provided governance rights, **eMPX** Token Holders collectively determine it is in the best interest of the **CrossFi EVM Ecosystem** to do so. If such event occurs, the value of **eMPX Tokens** may be adversely impacted, and an **eMPX** Token Holder's token holding may also be diluted as a result.

Risk Associated with Hiring and Retaining Personnel. Because the blockchain industry is a technologically cutting-edge field, the market for engineers and other non-technical talent familiar with the industry is competitive. It may be difficult to attract and retain qualified individuals with the expertise, and in the timeframe, required for the steady progress of the **CrossFi EVM Ecosystem**. If we were to lose some or all of our personnel, they would be difficult to replace, which in turn may present significant delays in the continued development of the **CrossFi EVM Ecosystem**. In addition, if any of our key personnel, retires or otherwise leaves the Company, we will need to have appropriate succession plans in place and to successfully implement such plans, which requires time and resources devoted towards identifying and integrating new personnel into leadership roles and other key positions. If we cannot attract and retain qualified personnel or effectively implement appropriate succession plans, it could have a material adverse impact on the operations of the **CrossFi EVM Ecosystem**, as well as the business and financial condition of the Company. We do not maintain key-person life insurance policies on our key personnel.

There may be Occasions when Certain Individuals Involved in the Development of the **CrossFi EVM Ecosystem** may Encounter Potential Conflicts of Interest, such that such a Person may Avoid a Loss, or even Realize a Gain, when other Purchasers are Suffering Losses. There may be occasions when certain individuals involved in the development of the **CrossFi EVM Ecosystem** or the Company may encounter potential conflicts of interest in connection with the sale of **eMPX Tokens** described herein, such that such person may avoid a loss, or even realize a gain, when other Purchasers in such sale are suffering losses. Purchasers may also have conflicting investment, tax, and other interests, which may arise from the Terms of the **Offering Documents**, the **CrossFi EVM Ecosystem** and its code, or other factors. Decisions made by the Company on such matters may be more beneficial for some Purchasers than for others.

Risks Associated with Single Point of Failure. The Company is an ownerless entity organized pursuant to Czech law and operated by its directors. All other services are provided to the Company pursuant to contractual relationships, where persons performing material functions for the Company are not employees of the Company. As a result, there is a heightened risk of a single point of failure if the Company's directors are unable to fulfill their duties.

Risks Associated with the Structure of Token Purchase Agreements. An investment in a TPA involves a significant amount of risk and is suitable only for sophisticated Purchasers: (i) of substantial means who have no immediate need for liquidity in the amount invested; (ii) for whom such investment does not constitute a complete investment program; (iii) that fully understand, and are willing to assume and have the financial resources necessary to withstand, the risks involved in investing in a TPA; and (iv) that can bear the potential loss of all of their investment in a TPA. There is no assurance as to whether an investment in a TPA will be profitable. Any Investment made in a TPA may result in a loss of all or part of a Purchaser's Investment. The Token Purchase Agreement or a portion thereof may be modified, waived, or amended without your consent consistent with its terms.

Risks Associated with Potential Public Listings of eMPX Tokens Could Negatively Impact Their Price. The Company may, in the future, list **eMPX Tokens** on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of **eMPX Tokens**, especially if there is significant selling activity on any such exchange. Lockups applicable to any Interests purchased in this **Offering** may prevent participants in this **Offering** from selling their stake in **eMPX Tokens** while such **eMPX Tokens** remain subject to a lock-up.

Risks Associated with Inflationary Rate of eMPX Tokens. There is no assurance as to whether the inflationary rate of **eMPX Tokens** will increase as anticipated by the Company in the inflation chart (See "**DESCRIPTION OF THE eMPX TOKENS**"). The inflation rate is dependent on variables outside of the Company's control, that may impact the inflationary rate of **eMPX Tokens**. As a result, the inflationary rate of **eMPX Tokens** may vary, among other factors, based on the number of missed blocks resulting in missed rewards.

USE OF PROCEEDS

Proceeds from the Offering

If the Company sells all of the **eMPX Tokens** available in the **Offering**, the Company will receive gross proceeds of $1,000,000. The actual amount of proceeds will vary depending on the number of **eMPX Tokens** sold. The **Offering** is not contingent upon the sale of any minimum number of **eMPX Tokens**.

The Company estimates that the maximum net proceeds from this **Offering** and any other contemporaneous **eMPX Token Offering** on Republic (together, the "**Republic Offerings**") may be approximately $1,000,000 after deducting estimated **Offering** expenses, less any marketing and legal expenses. The Company intends to use the proceeds of the Republic **Offering**, net of any federal and state income taxes, for general business purposes, including, but not limited to, promoting the development, security, maintenance, and distribution of decentralized protocols, including the **CrossFi EVM Ecosystem**, fostering the **CrossFi EVM Ecosystem** developer community, organizing a grant committee to distribute token grants to the **EVM Ecosystem**, and organizing and executing research on decentralized blockchain infrastructures. Proceeds from this **Offering** may be used to compensate or otherwise make payments to officers or directors of the Company in accordance with best market practices for Czech Foundations. No proceeds from this **Offering** will be used to discharge any indebtedness. It is anticipated that the proceeds raised in this **Offering** will be sufficient to fund our operations for at least eighteen months.

The Company may engage securities brokers to participate in the **Offering** of **eMPX Tokens** and compensate foreign intermediaries for introducing investors to the Company. The compensation payable to these parties may be deducted from the placement fees and will not exceed a total of 5% of the gross proceeds of the **Offering**. The scope of the services provided by these brokers and intermediaries and their fees will be determined by the Company.

The Company will pay other **Offering**-related expenses of approximately $50,000, consisting of legal fees, accounting fees, and other out-of-pocket costs related to the **Offering**.

Anticipated Use of Proceeds

The Company plans to use the proceeds from the **Offering** to meet current working capital requirements, including legal, accounting, and administrative expenses related to the establishment of the Company's business, the costs of the **Offering**, and the development of the **CrossFi Platform**. Additionally, proceeds will be used for subsequent offerings and other marketing, development, and administrative expenses. A portion of the proceeds will be paid to the Company's affiliates. The Company currently estimates that it will expend approximately $1 million per year to develop the Platforms and implement the Company's business plan.

Certain Payments to the Founders and their Affiliates

Limits on Use of Proceeds

The Company will receive the proceeds from the sale of each **eMPX Token** upon the completion of each sale and will have broad discretion with respect to the application of such proceeds, subject to the limits described in this memorandum. See "**RISK FACTORS".**

The Company is authorized to hold the proceeds of the **Offering** in any type of currency it deems appropriate and will have full discretion to determine if and when such proceeds should be converted to U.S. Dollars or another type of currency.

Prior to using the proceeds, the Company will hold substantially all of the proceeds in the form of "Permitted Temporary Investments," consisting of (i) securities that are obligations of or guaranteed by the U.S. government or an instrumentality thereof; (ii) certificates of deposit, money market accounts, savings accounts, checking accounts, or any combination thereof in banks insured by the Federal Deposit Insurance Corporation (FDIC), and (iii) Bitcoin or Ether.

No portion of the proceeds will be used to repurchase any **eMPX Tokens** from any Founder or their affiliates, or to purchase any **eMPX Tokens** in any secondary market that may develop.

A limited number of **eMPX Tokens** issued by the Company to employees or other service providers (but not the Founders or their affiliates) to preserve the Company's limited cash resources pending its receipt of sufficient proceeds from this **Offering** may be subject to repurchase by the Company, but any such repurchases would be limited in the aggregate to the lesser of $1,000,000 or 10.00% of the proceeds of the **Offering**.

This simplified and legally precise text outlines the use of proceeds from the **Offering** in a clear and structured manner.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB OFFERING ENGAGEMENT

We are currently party to an Offering engagement agreement with OBD, effective as of April 22, 2024 (the "*ODB Engagement Agreement*"), who has agreed to provide certain Offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the OBD Engagement Agreement will continue until the later of the date on which (i) the TPAs are no longer being listed on the Republic Platform or (ii) all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days' prior written notice or for cause pursuant to the ODB Engagement Agreement.

ODB is not purchasing any of **eMPX Tokens** in this Offering and are not required to sell any specific number or dollar amount of securities but will instead arrange and manage this Offering on their fundraising platform, www.republic.com.

Reimbursable expenses in the event of termination. Termination Fees are due for any termination in the event of ODB's uncured breach, or the expiration of the term of the ODB Engagement Agreement. The Company shall at the date of termination pay the greater of (a) $10,000, or (b) the product of the total committed amount in the Offering at the time of termination and the Cash Commission (defined below) percentage. ODB may, at its discretion, interpret a lack of responsiveness from the Company, for a period of 14 calendar days, as terminated after requesting a response, provided that no Termination Fee shall be due under this provision in the event termination is for cause due to ODB's uncured breach. If after ODB has set up an Offering to be displayed on the Republic Platform and the Company has met the minimum investment amount necessary to perform a closing, and the Company cancels or decides not to pursue the Offering prior to the final closing of the Offering, termination fees shall remain due and payable, except that if circumstances beyond the control of the Company make a closing impossible, then termination fees will not apply.

Commission and Expenses. The cash fee paid to ODB from the proceeds of this **Offering** will be six percent (6.00%) (collectively the "Cash Commission"). In connection with this **Offering**, ODB shall also receive two percent (2.00%) of the **eMPX Tokens**.

Non-accountable expenses shall be limited to one-half percent (0.50%) of the Offering's proceeds to ODB. While our management may promote the Company and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

ODB has agreed, with respect to the TPAs issued to it as part of its commission, not to: (a) sell, transfer, assign, pledge or hypothecate any Interests obtained pursuant to the ODB Engagement Agreement for a period of one hundred eighty (180) days following the date on which this Offering is qualified by the SEC to anyone other than (i) its affiliates or any selected dealer that may participate in the Offering, or (ii) a bona fide officer of ODB or of any such selected dealer, in each case in accordance with FINRA Conduct Rule 5110(e)(1), or (b) cause such **eMPX Tokens** to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such TPAs, except as provided for in FINRA Rule 5110(e)(2). On and after one hundred eighty (180) days after the date on which this Offering is qualified by the SEC, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. There are no registration rights offered to ODB.

Under the ODB Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to FINRA fees and anti-money laundering, Purchaser due diligence and accreditation service, in no event in excess of $30,000, and ancillary costs related to consulting or advisory fees, without markup. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Memorandum. Any other fees that we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. ODB has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation.

Business Advisory Service Fees*:* We have agreed to pay ODB $35,000 upon execution of the ODB Engagement Agreement, for services including standard, additional, or enhanced reviews of KYC, AML, diligence, compliance monitoring, CIP, financials, Offering documents, and the appropriate time and effort undertaken to perform such reviews. ODB may provide additional guidance regarding the Offering's size and structure, market conditions, and provide suggestive participation into other possible circumstances that may affect the Company. This participation is not deemed to be absolute or as legal advice and does not serve as a substitute for Company’s own legal and regulatory representation.

Fees to Investor*:* ODB shall, in its sole discretion, charge a 2.50% cash fee on gross subscriptions made by each Purchaser who subscribes to the Offering through the Platform, with a minimum fee of $7 and a maximum of $300 per subscription.

INDEMNIFICATION AND CONTROL

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some, or all of the representations and warranties contained in the ODB Engagement Agreement, and to contribute to payments that ODB may be required to make for these liabilities. ODB and their respective affiliates are engaged in various activities, which may include securities, trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing, and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

NOTICE TO PURCHASERS

This **Offering** has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The **eMPX Tokens**, if issued, are being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the Purchasers who are eligible to purchase the **eMPX Tokens**, if issued, and that restrict the **eMPX Tokens**' resale.

The eMPX Tokens delivered may not be offered, sold, assigned, transferred, pledged, encumbered, or otherwise disposed of except as permitted under applicable securities laws and the additional restrictions imposed on the eMPX Tokens hereunder. In addition, holders of eMPX Tokens will not be able to transfer their eMPX Tokens until such eMPX Tokens have been released from any delivery restrictions to which they are subject. See "OVERVIEW OF TRANSFER RESTRICTIONS INCLUDED IN THIS MEMORANDUM".

Procedures for Subscribing

We plan to market this **Offering** to potential Purchasers through the Republic Platform. We will hold a closing after ODB has received notification that the terms have been met. We generally will close on proceeds based upon the order in which they are received but reserve the right to accept or reject any purchase. We will consider various factors in determining the timing of any additional closings.

Closing Requirements

In order to complete the closing process in this **Offering**, each Purchaser will be required to complete such Closing Requirements as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a Token Purchase Agreement; (2) completion of purchaser qualification requirements (lack of status as a Accredited Investor "accredited investors" as defined in Rule 501 of Regulation D under the Securities Act of 1933, and KYC/AML or KYB (if applicable)) screening requirements; (3) clearance from ODB's regulation best interest requirements, and (4) confirmation by ODB of receipt of funds, if applicable.

Notice Concerning the Securities Act

The **eMPX Tokens** have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or any securities laws of any state, and unless so registered, the **eMPX Tokens** may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such other applicable securities laws. Accordingly, the **eMPX Tokens** are being offered and sold pursuant to an exemption from registration provided by Rule 506(c) of Regulation D under the Securities Act, which allows for general solicitation and advertising, provided that all purchasers of the **eMPX Tokens** are accredited investors as defined in Rule 501 of Regulation D under the Securities Act.

Representations and Warranties of Purchasers

In addition to the representations, warranties, and covenants pursuant to Section 5 of the TPA, each purchaser that executes a TPA will also be deemed to have acknowledged, represented, and warranted to, and agreed with, the Company as follows:

(a) It understands and acknowledges that (i) the **eMPX Tokens**, has not been and will not be registered under the Securities Act or any other applicable securities law, unless required by applicable law, (ii) the **eMPX Tokens** are being offered for sale in transactions not requiring registration under the Securities Act or any other applicable U.S. state securities law, (iii) the **eMPX Tokens**, if issued, will be issued in transactions not requiring registration under the Securities Act or any other applicable U.S. state securities law, (iv) the TPA's are non-transferable and may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of, unless so authorized, and (v) the **eMPX Tokens** may not be offered, sold or otherwise transferred or disposed of, except in compliance with the registration requirements of the Securities Act and any other applicable securities law, or pursuant to an exemption therefrom and, in compliance with the conditions for transfer set forth in paragraphs (5) and (9) below.

(b) It acknowledges that this Memorandum relates to an Offering that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities.

(c) Purchaser must acknowledge that it is an accredited investor (as defined in Rule 501 of Regulation D under the Securities Act) acquiring the TPA, and it is aware that the TPA and the **eMPX Tokens**, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.

(d) It acknowledges that the execution of a TPA is also the purchase of **eMPX Tokens**, if, as, and when they are issued.

(e) In addition to all applicable transfer restrictions under applicable securities laws, it acknowledges and agrees that: (i) holders of the TPA's may never offer, sell, assign, transfer, pledge, encumber, or otherwise dispose of the TPA and (ii) the **eMPX Tokens** may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of until such time as the Company (A) designates or creates a Designated Exchange and notifies **eMPX** Token Holders thereof or (B) notifies **eMPX** Token Holders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.

(f) It acknowledges that neither the Company, nor any of its representatives or affiliates, have made any statement, representation, or warranty, express or implied, to it other than the information contained in this Memorandum, which has been delivered to it and upon which it is solely relying in making its decision with respect to the **eMPX Tokens**. It has had access to such financial and other information concerning the Company and the **eMPX Tokens** as it has deemed necessary in connection with its decision to participate in the **Offering**, including an opportunity to ask questions of and request information from the Company, and such information has been made available to it.

(g) it is acquiring the **eMPX Tokens**, when issued, for its own account, or for one or more Purchaser accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities laws, subject to any requirement of law that the disposition of its property or the property of such Purchaser account or accounts be at all times within its or their control and subject to its or their ability to resell the **eMPX Tokens**, when issued, pursuant to Rule 144, Rule 144A if applicable, or any other exemption from registration available under the Securities Act, in each case, subject to the conditions set forth in (9).

(h) Each holder of the **eMPX Tokens** acknowledges that the Company is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the **eMPX Tokens**, when issued.

(i) Each holder of a TPA acknowledges that:

The TPA will contain a legend substantially to the following effect:

THIS SECURITY (I.E., THE TPA), AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE eMPX TOKENS"), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION

HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED, OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT) AND IS ACQUIRING THIS SECURITY IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

HEDGING TRANSACTIONS INVOLVING THE eMPX TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D LEGEND

THE eMPX TOKENS WHEN ISSUED WILL BE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. EXCEPT AS SET FORTH BELOW, THE TOKENS SHALL NOT BE EXCHANGEABLE FOR TOKENS THAT ARE NOT SUBJECT TO A LEGEND CONTAINING RESTRICTIONS ON TRANSFER UNTIL THE EXPIRATION OF THE APPLICABLE ONE-YEAR "DISTRIBUTION COMPLIANCE PERIOD" (WITHIN THE MEANING OF REGULATION D) AND THEN ONLY UPON CERTIFICATION IN A FORM REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT, IF ANY, THAT SUCH eMPX TOKENS ARE OWNED EITHER BY NON-U.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT.

A "COMPLIANT REGULATION D SALE" MEANS A SALE, FOLLOWING THE ESTABLISHMENT BY THE ISSUER OF A SUFFICIENT PROCESS TO VERIFY THE IDENTITY OF SUBSEQUENT TOKEN HOLDERS IN ORDER TO ENSURE COMPLIANCE WITH ALL REGULATORY REQUIREMENTS FOR DIVIDEND PAYMENTS AND COMPLIANCE WITH APPLICABLE LAW (E.G., THROUGH THE APPOINTMENT OF AN SEC-REGISTERED TRANSFER AGENT) AND NOTICE TO TOKEN HOLDERS THEREOF AND OF ALL APPLICABLE CONDITIONS, (1) TO A PERSON WHO IS AN "ACCREDITED INVESTOR" IN ACCORDANCE WITH ALL OF THE REQUIREMENTS OF REGULATION D AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH SALE IN THE JURISDICTION IN WHICH SUCH SALE AND PURCHASE IS MADE AND (2) FOR WHICH SELLER HAS A REASONABLE BELIEF THAT EACH PERSON TO WHOM THE TOKEN IS TRANSFERRED WILL BE PRESENTED WITH NOTICE SUBSTANTIALLY SIMILAR TO THE "REGULATION D LEGEND" AND WILL HAVE AFFIRMATIVELY SIGNALED HIS, HER OR ITS UNDERSTANDING; PROVIDED, THAT THE COMPANY AND THE TRANSFER AGENT, IF ANY, WITH RESPECT TO THIS TOKEN SHALL HAVE THE RIGHT PRIOR TO PERMITTING ANY SUCH COMPLIANT REGULATION D SALE OCCURRING PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AS TO THE COMPLIANCE OF SUCH COMPLIANT REGULATION D SALE WITH ALL APPLICABLE SECURITIES LAWS.

Each Purchaser of a TPA acknowledges and agrees to be bound by the legends set forth in this paragraph notwithstanding any differences appearing in the legend appearing on the TPA previously delivered to such Purchaser. The legends set forth in this paragraph (9) shall be deemed to be set forth on any such TPA delivered prior to the date of this Memorandum.

It agrees that it will not transfer **eMPX Tokens** unless it is given reasonable assurance that each person to whom it transfers **eMPX Tokens** receives notice of any restrictions on transfer of such **eMPX Tokens**.

If it is an acquirer in a transaction conducted pursuant to Regulation D, Rule 506(c) under the Securities Act, it acknowledges that any offer or sale of the **eMPX Tokens** may only be made to accredited investors (as defined in Rule 501 of Regulation D under the Securities Act) and in compliance with the registration requirements of the Securities Act or pursuant to an exemption therefrom. The **eMPX Tokens** may not be offered, sold, assigned, transferred, pledged, encumbered, or otherwise disposed of except as permitted under the Securities Act and applicable state securities laws pursuant to an effective registration statement or an exemption therefrom.

It acknowledges that the Company or its transfer agent, for the **eMPX Tokens** will not be required to accept for registration of transfer any **eMPX Tokens**, except upon presentation of evidence (including an opinion of counsel) satisfactory to the Company and the Transfer Agent, that the restrictions set out therein have been complied with.

It understands that no action has been taken in any jurisdiction in the U.S. or elsewhere by the Company that would result in a public offering of the **eMPX Tokens** or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the **eMPX Tokens** in any jurisdiction where action for such purpose is required. Consequently, any transfer of the **eMPX Tokens** will be subject to the transfer restrictions set forth under this Notice to Purchasers.

It (a) is able to act on its own behalf in the transactions contemplated by this Memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective purchase of the Interests and (c) (or the account for which it is acting as a fiduciary or agent) has the ability to bear the economic risks of its prospective purchase of the **Tokens**, and can afford the complete loss of such purchase.

It acknowledges that the Company will rely upon the truth and accuracy of the acknowledgements, representations, warranties, and agreements set forth in this Notice to Purchasers section and agrees that, if any acknowledgements, representations, warranties, and agreements deemed to have been made by its participation in the **Offering** are no longer accurate, it will promptly notify the Company. If it is acquiring the **eMPX Tokens** as a fiduciary or agent for one or more Purchaser accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the acknowledgements, representations, warranties, and agreements set forth in this Notice to Purchasers section on behalf of each such Purchaser account.

Either (i) the Purchaser is not acquiring or holding such **eMPX Tokens** or an interest therein with the assets of (A) an employee benefit plan that is subject to Part 4 of Subtitle B of Title I of ERISA, (B) a "plan" to which Section 4975 of the Code applies (including an individual retirement account), (C) an entity deemed to hold "plan assets" of any of the foregoing by reason of an employee benefit plans or plan's investment in such entity, (D) a governmental plan (as defined in Section 3(32) of ERISA), (E) a church plan (as defined in Section 3(33) of ERISA) that has not made an election under Section 410(d) of the Code, or (F) a non-U.S. plan, or (ii) the Purchaser is acquiring or holding such Interests or an interest therein with the assets of (A) a governmental plan, a church plan that has not made an election under Section 410(d) of the Code, or a non-U.S. plan and (B) the acquisition and holding of such Interests by the Purchaser, throughout the period that it holds the Interests and the disposition of such Interests or an interest therein will not constitute or result in a violation of any provisions of any applicable United States federal, state or local laws or non-U.S. laws that regulate such plan's investments.

LIMITATION OF LIABILITY AND INDEMNIFICATION

To the fullest extent permitted by applicable law, (i) in no event will the Company be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Memorandum, TPAs, or **eMPX Tokens**, regardless of the form of action, whether based in contract, tort, or any other legal or equitable claim (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the liability of the Company, whether in contract, tort, or other legal or equitable claim, arising out of or relating to this Memorandum, **eMPX Tokens** exceed the amount the Purchase pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the **eMPX Tokens**.

The constitution of the Company provides for the indemnification of Company presidents, council members, directors, and officers against any liability incurred by such presidents, council members, directors, and officers in connection with any negligence, breach of duty, or breach of trust arising out of their performance as presidents, council members, directors, and officers of the Company.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, council members, directors, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a president, council member, director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such president, council member, director, officer, or controlling person in connection with the securities being offered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. We believe that these provisions and agreements are necessary to attract and retain qualified persons as our president, council members, officers, and directors. At present, there is no pending litigation or proceeding involving our president, council members, directors, or officers for whom indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the Listing Agreement, and to contribute to payments that ODB may be required to make for these liabilities.

ODB and their respective affiliates are engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

POTENTIAL CONFLICTS OF INTEREST

This Memorandum does not purport to identify all conflicts of interest. ODB or its affiliates, from time to time, may enter into other transactions not specifically described in this Memorandum with affiliates, officers, managers, members, employees, agents and representatives.

Amounts earned by ODB, including but not limited to success-based commissions, placement fees, and closing fees will be retained by ODB. This includes the administrative fee ODB charges to the purchase at checkout. See "**TERMS OF OFFERING**" for further details on this fee.

TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR RECEIPT OF eMPX TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS OFFERING MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT CHANGES TO THE INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS INTERNATIONAL OFFERING MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. WE WILL NOT OBTAIN ANY RULING FROM THE INTERNAL REVENUE SERVICE WITH REGARD TO THE TAX CONSEQUENCES OF THE RECEIPT OF OR A PURCHASE OF eMPX TOKENS.

THE TAX TREATMENT OF eMPX TOKENS IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR THE COMPANY, ITS AFFILIATES, AND/OR PURCHASERS UPON CERTAIN FUTURE EVENTS. THE ISSUANCE OF eMPX TOKENS MAY RESULT IN ADVERSE TAX CONSEQUENCES TO PURCHASERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-U.S. TAX TREATMENT OF THE RECEIPT OF AND A PURCHASE OF eMPX TOKENS.

ANNEX 1

<u>*Czech-English translation*</u>

QR code **Original Copy** NZ 329/2023

2AZW8ST N 312/2023

NOTARIAL DEED

drawn up on the 25th day of October 2023 (in words: the twenty-fifth day of October two thousand twenty-three) by me, JUDr. Petr Hochman, Notary Public in Prague, in his office in Prague 1, Národní 59/30.

The Participant:
Aleksandr Sergeevich Mamasidikov, date of birth: 13 April 1986, residing in SV 16, Shobha Hartlanf, District 1, Meydaan, Post box 125250, Dubai, United Arab Emirates,
represented by the following designated person (based on a power of attorney):
Igor Kapustyan, DOB 5 May 1967, residing in Slapy 298, postcode 25208, Czech Republic, who is personally known to the Notary and who declares that he is entitled to act and make decisions on behalf of the Participant alone and independently. His acting is based on a power of attorney. Furthermore, he declares that his interests do not collide with the interests of the Principal and that the power of attorney has not been revoked and remains valid.

Both the Participant and his Agent declare to have full active legal capacity to perform acts within the scope of this Notarial Deed.

The Agent of the Participant has submitted the power of attorney issued by Aleksandr Sergeevich Mamasidikov **(Annex No. 1)**.

The Agent of the Participant is hereby drawing up this Founder's Deed on establishing a limited liability company in the following wording:

Founder's Deed

Firstly: BUSINESS NAME
The business name of the company is: CrossFi Cain s.r.o. *(s.r.o. = limited liability company).*

Secondly: MEMBER OF THE COMPANY

The member of the Company is:

Aleksandr Sergeevich Mamasidikov, date of birth: 13 April 1986, residing in SV 16, Shobha Hartlanf, District 1, Meydaan, Post box 125250, Dubai, United Arab Emirates.

Thirdly: REGISTERED OFFICE

The registered office of the Company is within the municipality of: Prague.

Fourthly: SCOPE OF BUSINESS AND BUSINESS ACTIVITIES

Scope of business of the Company is as follows:

- Renting involving real estate, flats and non-residential premises;

- Production, trade and services not specified in Annexes 1 - 3 of the Trade Licensing Act; within the scope of all fields 1 – 81 of unqualified trades listed in Annex No. 4 of the Trade Licensing Act, especially in the following fields of business activities:
- Intermediation of trade and services
- Wholesale and retail trade
- Software provider, IT consulting, data processing, hosting and related activities,
- and web portals
- Virtual assets service provider

Fifthly: REGISTERED CAPITAL

The registered capital of the Company amounts to **CZK 10,000.00** (in words: ten thousand Czech crowns).

Sixthly: REGISTERED CAPITAL - CONTRIBUTION

1. The Member - Aleksandr Sergeevich Mamasidikov - shall contribute the amount of CZK 10,000.00 (in words: ten thousand Czech crowns) representing his share.
   Aleksandr Sergeevich Mamasidikov is obliged to deposit an amount of CZK 10,000.00 (in words: ten thousand Czech crowns) within 30 (thirty) days after establishing the company.
2. The Founder hereby appoints the Contribution Administrator:
   Igor Kapustyan, DOB 5 May 1967, residing in Slapy 298, postcode 25208, Czech Republic.

Seventhly: EXECUTIVE DIRECTOR

1. The company has one Executive Director.
2. The Executive Director is entitled to act independently on behalf of the company.
3. The first Executive Director has been hereby appointed:
   Aleksandr Sergeevich Mamasidikov, date of birth: 13 April 1986, residing in SV 16, Shobha Hartlanf, District 1, Meydaan, Post box 125250, Dubai, United Arab Emirates,

The Participant hereby declares that he agrees the company to be incorporated in the Commercial Register in accordance with Section 12 of the Act on Public Registers of Natural and Legal Persons.

Declaration of the Notary Public on fulfilling the requirements for executing a notarial deed pursuant to Sections 70a of the Notarial Code:
The Notary Public hereby declares that:

a) legal conduct and acts contained in this notarial deed comply with relevant laws and other regulations;
b) the above legal conduct and acts fulfil the requirements and conditions stipulated by special law for the entry into a public register,
c) formal acts stipulated for the entry into a public register upon executing this notarial deed have been fulfilled and their fulfilment has been supported with evidence which had been submitted to me.

Page 3

The Notarial Deed on the above matters has been drawn up, read and approved by the Participant.

for:
Aleksandr Sergeevich Mamasidikov
Igor Kapustyan
Igor Kapustyan, signed with his own hand
authorised by power of attorney

JUDr. Petr Hochman, signed with his own hand
Notary Public

L.S.
Notary stamp (with national emblem)
JUDr. Petr Hochman
Notary Public in Prague

STEJNOPIS

NZ 329/2023
N 312/2023

2AZW8ST

----------------------------------N o t á ř s k ý   z á p i s-----------------------------

sepsaný JUDr. Petrem Hochmanem, notářem se sídlem v Praze, dne 25.10.2023 (dvacátého pátého října dvatisíce dvacet tři) v notářské kanceláři v Praze 1, Národní 59/30. --

Účastník:--

Aleksandr Sergeevich Mamasidikov, datum narození 13.4.1986, pobyt SV 16, Shobha Hartlanf, District 1, Meydaan, Post box 125250, Dubaj, Spojené arabské emiráty, --

kterého zastupuje na základě plné moci --
Igor Kapustyan, datum narození 5.5.1967, pobyt 298, 25208, Slapy, Česká republika, kterého zná notář osobně, který prohlašuje, že je oprávněn zastupovat účastníka na základě plné moci samostatně a prohlašuje, že jeho zájmy nejsou v rozporu se zájmy zastoupeného a že plná moc nebyla odvolána a je platná. ----------------------------------
Účastník i zástupce účastníka prohlašují, že jsou způsobilí samostatně právně jednat v rozsahu právního jednání, o kterém je notářský zápis.--
K tomu zástupce účastníka předkládá---
- plnou moc od Aleksandr Sergeevich Mamasidikov (**příloha číslo 1**). -----------------

Zástupce účastníka, za Aleksandr Sergeevich Mamasidikov, činí zakladatelskou listinu o založení společnosti s ručením omezeným v tomto znění: -------------------------------

--------------------------------------Zakladatelská listina-----------------------------------

I. Obchodní firma --
Obchodní firma společnosti zní: CrossFi Cain s.r.o. --

II. Společník ---
Společníkem společnosti je:--
Aleksandr Sergeevich Mamasidikov, datum narození 13.4.1986, pobyt SV 16, Shobha Hartlanf, District 1, Meydaan, Post box 125250, Dubaj, Spojené arabské emiráty. -----

III. Sídlo---
Obcí, v níž se nachází sídlo společnosti, je: Praha. --

IV. Předmět podnikání (činnosti)--
Předmětem podnikání (činnosti) společnosti je:--
- Pronájem nemovitostí, bytů a nebytových prostor,---

- Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona, v rozsahu všech oborů 1 až 81 této volné živnosti uvedených v příloze číslo 4 živnostenského zákona, zejména obory:--
  - Zprostředkování obchodu a služeb --
  - Velkoobchod a maloobchod--
  - Poskytování software, poradenství v oblasti informačních technologií, zpracování dat, hostingové a související činnosti a webové portály---------------
  - Poskytování služeb spojených s virtuálním aktivem---------------------------------

V. Základní kapitál---
Výše základního kapitálu činí: 10 000,- Kč (deset tisíc korun českých).------------------

VI. Vklad do základního kapitálu, správce vkladu--
1. Výše vkladu společníka Aleksandr Sergeevich Mamasidikov připadající na jeho podíl je 10 000,- Kč (deset tisíc korun českých). -- Aleksandr Sergeevich Mamasidikov se zavazuje vložit do společnosti částku 10 000,- Kč (deset tisíc korun českých) a splnit tuto vkladovou povinnost splacením do 30 (třiceti) dnů od založení společnosti. --
2. Správcem vkladu zakladatel určuje: Igor Kapustyan, datum narození 5.5.1967, pobyt 298, 25208, Slapy, Česká republika. ---

VII. Jednatel a způsob jednání za společnost--
1. Společnost má jednoho jednatele. ---
2. Jednatel jedná za společnost samostatně.---
3. Prvním jednatelem společnosti se určuje:--- Aleksandr Sergeevich Mamasidikov, datum narození 13.4.1986, pobyt SV 16, Shobha Hartlanf, District 1, Meydaan, Post box 125250, Dubaj, Spojené arabské emiráty. ---

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Účastník prohlašuje, že souhlasí se svým zápisem do obchodního rejstříku v souladu s § 12 zákona o veřejných rejstřících právnických a fyzických osob.------------------------

Vyjádření notáře o splnění předpokladů pro sepsání notářského zápisu ve smyslu § 70 a 70a notářského řádu---
Notář prohlašuje, že:---
a) právní jednání je v souladu s právními předpisy a dalšími dokumenty, se kterými soulad právního jednání vyžaduje zvláštní právní předpis,----------------------------------
b) právní jednání splňuje náležitosti a podmínky stanovené zvláštním právním předpisem pro zápis do veřejného rejstříku,---
c) byly splněny formality, případně bylo notáři doloženo splnění formalit, které stanoví pro právní jednání nebo pro zápis do veřejného rejstříku zvláštní právní předpis.--------

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O tom byl tento notářský zápis sepsán, účastníkem dle jeho prohlášení přečten a po přečtení účastníkem schválen.--

za **Aleksandr Sergeevich Mamasidikov**
na základě plné moci
Igor Kapustyan
Igor Kapustyan, v.r.

notář JUDr. Petr Hochman, v.r.

L.S.

kulaté úřední razítko se státním znakem
JUDr. PETR HOCHMAN 1 Notář v Praze

ROMANA KVAPILOVÁ
CERTIFIED TRANSLATOR/INTERPRETER OF THE ENGLISH LANGUAGE
Head office: Anenské nám. 2, 110 00 Prague 1
Telephone number: +420 222 364 716, GSM: +420 728 068 400
Email: altissima@altissima.cz

Tlumočnická doložka - Interpreter's Clause

Jakožto soudní tlumočník anglického jazyka jmenovaný Krajským soudem v Ostravě dne 18. 4. 1996, č.j. 2014/96 tímto potvrzuji, že tento dokument je přesným a úplným překladem a souhlasí doslovně se zněním připojené listiny.

Tlumočnický výkon byl řádně zanesen do deníku jako položka č. 2024/14/IV.

Datum: 11. ledna 2024

As a certified interpreter and translator of the English language appointed by the Regional Court in Ostrava on 18 April, 1996, ref. 2014/96, I do hereby certify that this is a true and accurate translation of the document attached hereto.

This deed has been duly entered into my Interpreter's Journal as Item No. 2024/14/IV.

Date: 11th January 2024

Ing. Romana KVAPILOVÁ tlumočník jazyků anglického a německého

Romana Kvapilová

Soudní tlumočník

Certified Translator/Interpreter

Ing. Romana KVAPILOVÁ
tlumočník jazyků anglického a německého

<u>*Czech-English Translation*</u>

Bac code

Logo of the Municipality of Černošice

Municipality of Černošice
Trade Licensing Office
Podskalská 19, Prague 2, postcode 120 00

Ref. No.: OOZU/10147/2023/Vrt/6
File No.: OOZU/10147/2023/Vrt

Trade Licence

(Extract from Public Trade Register)

Company name: **CrossFi Cain s.r.o.** *(s.r.o. = limited liability company)*
Registered office: **Vlkova 532/8, Žižkov, Prague 3, postcode 130 00**
Company identification number: **198 60 340**

Trade Licence No. 1

Scope of business: **Production, trade and services not specified in Annexes 1 - 3 of the Trade Licensing Act**

Principal business activities:

Intermediation of trade and services
Wholesale and retail trade
Software provider, IT consulting, data processing, hosting and related activities, and web portals
Virtual assets service provider

Licence issue date: **30th October 2023**
The Trade Licence has been issued **for an indefinite period of time.**

The competent authority in accordance with § 71 Subsection 2 of the Trade Licensing Act: **Municipality of Prague 3**

Given in Prague on the 1st day of November 2023

Ing. *(MS degree)* Hana Vyhnalová
Trade Licensing Office Manager

No. of sheets: 1

ČERNOŠICE

Městský úřad Černošice
Obecní živnostenský úřad
120 00 Praha 2, Podskalská 19

Č. j.: **OOZU/10147/2023/Vrt/6**
Sp. značka: **OOZU/10147/2023/Vrt**

Výpis z živnostenského rejstříku

Obchodní firma: **CrossFi Cain s.r.o.**
Adresa sídla: **Vlkova 532/8, 130 00, Praha 3 - Žižkov**
Identifikační číslo osoby: **19860340**

Živnostenské oprávnění č. 1

Předmět podnikání: **Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona**
Obory činnosti: **Zprostředkování obchodu a služeb**
Velkoobchod a maloobchod
Poskytování software, poradenství v oblasti informačních technologií, zpracování dat, hostingové a související činnosti a webové portály
Poskytování služeb spojených s virtuálním aktivem
Vznik oprávnění: **30.10.2023**
Doba platnosti oprávnění: **na dobu neurčitou**

Úřad příslušný podle § 71 odst. 2 živnostenského zákona: **Úřad městské části Praha 3**

V Praze dne 01.11.2023

Ing. Hana Vyhnalová
vedoucí obecního živnostenského úřadu

Počet listů dokumentu: 1

ROMANA KVAPILOVÁ
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Tlumočnická doložka - Interpreter's Clause

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Tlumočnický výkon byl řádně zanesen do deníku jako položka č. 2024/14/II.

Datum: 11. ledna 2024

As a certified interpreter and translator of the English language appointed by the Regional Court in Ostrava on 18 April, 1996, ref. 2014/96, I do hereby certify that this is a true and accurate translation of the document attached hereto.

This deed has been duly entered into my Interpreter's Journal as Item No. 2024/14/II.

Date: 11th January 2024

Ing. Romana KVAPILOVÁ
tlumočník jazyků anglického a německého

Romana Kvapilová

Soudní tlumočník

Certified Translator/Interpreter

SCHEDULE 1

LIST OF PROHIBITED JURISDICTIONS

The following list of jurisdictions are "Prohibited Jurisdictions":

- Afghanistan
- Belarus
- Canada (Ontario and British Columbia)
- Congo
- Cuba
- Democratic Republic of Congo (D.R.C.)
- Democratic People's Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Dubai
- Islamic Republic of Iran
- Libya
- Luhansk People's Republic (LNR) region of Ukraine
- Myanmar
- People's Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Ukraine
- Any jurisdiction in which the entry into this Agreement or the ownership of the **eMPX Tokens** or the use of the **CrossFi EVM Ecosystem** is prohibited by applicable Law
- Any jurisdiction which is subject to United States, United Nations, or other applicable sanctions or embargoes

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

PURCHASE PROCEDURES

Can I complete my identity verification and KYC-AML prior to participating?

Yes, we encourage you to complete your identity verification in advance! To do so, sign in to your Republic account and head to https://republic.com/settings/personal-details to complete your identity verification before an Offering goes live.

Will I need to create an account with Republic in order to participate in the digital asset sale?

Yes, you will need to create a free Republic account and pass the Know-your-customer (KYC) and Anti-money laundering (AML) requirements before participating in the Offering. If the Offering is being conducted under the Reg D exemption, and you are a US-based investor you will also need to verify your accredited investor status. If you are purchasing as an entity, you will need to register your entity within Republic. As these processes can sometimes take up to a few days to complete, we strongly encourage those interested in participating in completing the verification process in advance in the settings section of your account.

In connection with a Reg D Offering, is there any more information I need to provide as an accredited investor?

To complete your purchase, we will need to verify your identity and accreditation information. If we need any further information, we will notify you via email and through your purchase page.

Why do I need to complete my account verification?

We are required to verify the identity of every Purchaser who uses our portal as part of our Anti-Money Laundering program, laid out by the Bank Secrecy Act of 1970. Per our terms of service, a third-party accreditor verifies the information provided and ensures the individual isn't on an OFAC list (Office of Foreign Assets Control). We cannot accept this information over the phone, only through the website.

You can read about Republic's privacy policy here, and each of the privacy policies for Cognito and NetVerify by Jumio. Failure to complete your identity verification may result in a cancellation of your purchase commitment.

What do I have to do to verify my identity and complete my KYC-AML process?

Identity verification for the issuer token Offering is built into the purchase process. If you're purchasing as an individual, you'll enter some personal information and be prompted to upload an ID when necessary for verification. If you've already invested on Republic, you've likely already completed this process.

If you are purchasing as an entity, we may request additional documentation or information to verify your entity and other controlling owners of that entity.

If my entity is not wholly owned by me, will you need to verify the identity of the other owners?

Yes, and if any of those owners are entities, we'll need to verify their owners as well. We will also verify the identity of any and all officers, directors, managers, partners, or equivalencies.

Can I change my payment method for a digital asset Offering?

If the payment for the purchase hasn't been received yet, then it is possible to switch the payment method so long as the campaign is still active. Once a purchase is finalized, you will no longer be able to switch your payment method.

Acceptable payment methods will vary by Offering. Please refer to our communications and the Offering page for more information.

If you do decide to change your payment method, there may be delays in processing the new payment method.

Can I increase or decrease my purchase of a digital asset Offering?

For Reg D, you will not be able to cancel or decrease your purchase amount once the purchase is committed.

Note: Changing your purchase amount during a sold-out campaign may place your additional purchase amount on the waitlist and may not be fulfilled.

How do I purchase with Automated Clearing House (ACH) as a payment method?

Some digital asset Offerings will not accept Automated Clearing House (ACH) payments. Please refer to the Offering page and our communications for more information.

Only US-based Purchasers will be able to pay using ACH as a payment method when accepted for an Offering. In order to use ACH as a payment method, select "U.S. Bank" under payment information.

You can either add your bank details manually or select your bank account via Plaid.

If you add your details manually, you will be asked to select the account type (checking or savings) and to input the routing and account number.

If you choose the "select bank account" method, you will be redirected to Plaid, the application Republic uses to link with your bank. All this requires is your online banking login information. On Plaid, you can select the bank that is associated with the account you'd like to fund your purchase with. You will log in using your bank's online login information, verify yourself via a form of two-factor authentication sent by your bank, and then your bank account will be linked to Republic.

You'll be redirected back to Republic where you'll be able to select that bank account as your payment method. After inputting your purchase amount, selecting your bank account as the payment method, and read and accept the terms of the purchase, you can confirm your purchase.