

THE INTERESTS (AS DEFINED BELOW) OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND MAY ONLY BE OFFERED OR SOLD IN THE UNITED STATES TO “ACCREDITED INVESTORS” (AS DEFINED IN SECTION 501 OF REGULATION D UNDER THE SECURITIES ACT, IN RELIANCE ON REGULATION D

THIS PRIVATE PLACEMENT MEMORANDUM, 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. THIS DOCUMENT SHOULD NOT BE DEEMED TO CONSTITUTE OR CONTAIN ANY LEGAL, TAX OR INVESTMENT ADVICE. YOU SHOULD CONSULT YOUR OWN ADVISORS FOR SUCH ADVICE.

HAVEN1

Private Placement Memorandum

**Purchase of H1 TOKENS
Regulation D Offering – \$100,000**

**SEE “TERMS OF THE OFFERING” FOR PRICING AND OTHER INFORMATION
November 19, 2024**

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by Haven1, a Swiss not for profit association incorporated under the laws of Switzerland on July 6, 2023 (“**We**”, “**we**”, “**Haven1**,” the “**Association**”, or the “**Issuer**” interchangeably), for use by certain prospective qualified purchasers (each, a “**Purchaser**” and collectively, the “**Purchasers**”) to whom the Association is offering (the “**Offering**”) the opportunity to purchase H1 tokens, which are ERC-20 tokens that will serve as the native unit of value on the Haven1 (“**H1 Tokens**” or “**Tokens**”), for use on the Haven1 platform, Haven1 protocol, and its associated website and services (“**Haven1 Network**”). The foregoing right to acquire H1 Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the H1 Tokens (as may be amended, restated and/or otherwise modified from time to time, a “**TPA**”; and together with the H1 Tokens, the “**Interests**”) to be entered into between the Association and the qualified purchasers purchasing such Interests in the Offering.

The Association is the sole issuer of any Interests being offered and sold pursuant to this Memorandum.

No public market for the H1 Tokens currently exists or may ever develop, or, if a public market in H1 Tokens develops, it may do so without the involvement of the Association.

The H1 Tokens purchased may be subject to restrictions on transferability and resale, and generally may not be transferred or resold except as specified herein and in the applicable Offering Document. For purposes of this Memorandum, “**Offering Document**” means this Memorandum, TPA, and the Haven1 Token Terms and Conditions (as defined below). Purchasers of H1 Tokens should be aware that they will be required to bear the financial risks of this purchase for an indefinite period of time.

Unless otherwise indicated herein, all references to the number of H1 Tokens set forth in this Private Placement Memorandum refers to the total minted supply of 2,000,000,000 H1 Tokens.

Unless otherwise provided by the Association, all purchases must be made via the offering platform at <https://republic.com/haven> (the “**Offering Platform**”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made in US dollars (via credit card), (via credit card), USD Coin (USDC-ERC20), and USD Tether (USDT-ERC20) during the Offering Period (as defined in “**Terms of the Offering**”); provided that the Association may elect to accept other forms of payment on an as-converted to USD basis in its sole discretion and subject to acceptance by Stripe, Inc. The Association reserves the right to discontinue accepting any type of consideration in its sole discretion. The USD exchange rate for USDC and USDT or other forms of payment shall be determined solely by the Association or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuations in the rate of exchange

and, in the case of digital assets, the exchange valuations. Such fluctuations may have an adverse effect on the value, price or returns of a purchase. Purchasers may receive a number of H1 Tokens rounded down to zero (0) decimal places.

THE INTERESTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER 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 WITHIN THE UNITED STATES “ACCREDITED INVESTORS” AS DEFINED IN SECTION 501 OF THE SECURITIES ACT IN RELIANCE ON REGULATION D. THE INTERESTS MAY NOT BE TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE U.S. STATE AND FEDERAL SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

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 EFFECTED 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, MEMBERSHIP, DEBT, OR RESIDUAL INTEREST, SHARE, OR SIMILAR INTEREST IN THE ASSOCIATION.

THE ASSOCIATION WILL NOT BE REQUIRED TO, NOR DO THEY CURRENTLY INTEND TO, OFFER TO EXCHANGE THE H1 TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE H1 TOKENS FOR RESALE UNDER THE SECURITIES ACT.

NO GOVERNMENTAL AUTHORITY IN THE UNITED STATES, SWITZERLAND, OR ANY OTHER JURISDICTION HAS PASSED JUDGMENT UPON OR APPROVED THE TERMS OR MERITS OF THIS DOCUMENT.

A purchase of the H1 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 H1 Tokens or receipt of H1 Tokens is suitable to such prospective purchaser’s financial condition and goals. See “Risk Factors” below.

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.

THIS OFFERING IS MADE ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN SECTION 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE H1 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 H1 TOKENS IN ACCORDANCE WITH APPLICABLE LAW AND ON THE TERMS SET FORTH IN THE APPLICABLE OFFERING DOCUMENTS PROVIDED TO YOU IN CONNECTION HERewith BECAUSE: (I) A PURCHASE OF THE H1 TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS” BELOW); AND (II) NO MARKET FOR THE H1 TOKENS CURRENTLY EXISTS AND SUCH MARKET MAY NEVER EXIST.

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 (defined below). ODB is a registered FINRA/SEC broker dealer. ODB is not purchasing the H1 Tokens, as such H1 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 H1 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 within the United States pursuant to Regulation D, Rule 506(c) of the Securities Act and is only available to “accredited investors” as defined in Rule 501 of the Securities Act, who are able to verify their accredited investor status..

NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R (“**ODB**”) HAVE INVESTIGATED (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. ODB AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. ODB’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE “**RISK FACTORS**” SECTIONS OF THE ASSOCIATED PRIVATE PLACEMENT MEMORANDUM. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

STRIPE, INC. (“**STRIPE**”), THE CREDIT CARD PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. STRIPE NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. STRIPE’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

NASAA UNIFORM DISCLOSURE

IN MAKING AN INVESTMENT DECISION PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR ALL NON-U.S. INVESTORS

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE SECURITIES, OR POSSESSION, OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE SECURITIES, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF OR HERSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS (\$) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS (\$), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH ANY FUND PORTFOLIO ASSET OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH

FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

Suitability Disclosures

Each Purchaser will be required to represent that such Purchaser's overall commitment to investments which are not readily marketable is not disproportionate to such Purchaser's net worth, and that such Purchaser's investment in the Issuer will not cause such overall commitment to become excessive; that such Purchaser can sustain a complete loss of such Purchaser's investment in the Securities and has limited need for liquidity in such Purchaser's investment in the Securities; and that such Purchaser has evaluated the risks of investing in the Securities.

The Issuer and/or ODB may reject a Purchaser for any reason in its sole and absolute discretion. If a Purchaser is rejected, any payment remitted by the Purchaser will be returned without interest. Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (See 'Risk Factors'); and (ii) no market for the Securities or the purchase rights contained therein, and none is likely to develop in the reasonably foreseeable future. This Offering is intended to be a private Offering that is exempt from registration under the Securities Act and applicable state securities laws.

TABLE OF CONTENTS

CERTAIN NOTICES	7
SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS	9
OVERVIEW	10
TERMS OF THE OFFERING	13
RISK FACTORS	19
USE OF PROCEEDS	30
DILUTION	31
MANAGEMENT OF THE ASSOCIATION	32
MEMBER COMPENSATION	33
CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS	34
SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE ASSOCIATION	36
DESCRIPTION OF H1 TOKENS	37
DESCRIPTION OF THE HAVEN1 NETWORK	39
PLAN OF DISTRIBUTION	42
NOTICE TO PURCHASERS	48
TAX CONSIDERATIONS	53
ADDENDUM A – FORM OF TOKEN PURCHASE AGREEMENT	
ADDENDUM B – H1 TOKEN TERMS AND CONDITIONS	
ADDENDUM C – PAYMENT PROCEDURES	

CERTAIN NOTICES

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

This Private Placement 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 Association to effect its purchase of H1 Tokens.

This Private Placement Memorandum contains a summary of the Offering, the Haven1 Network, the H1 Tokens, and certain other documents referred to herein. However, the summaries in this Private Placement 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 Private Placement Memorandum, such other documents shall control. The Association reserves the right to modify the terms of the Offering and the H1 Tokens described in this Private Placement Memorandum are offered subject to the Association's ability to reject any commitment in whole or in part.

Private Placement Memorandum contains a summary of the material terms of the H1 Tokens. However, the summary of the H1 Tokens in this Memorandum does not purport to be complete and is subject to and qualified in its entirety by reference to the material terms and conditions summarized in Addendum B attached hereto (the "Haven1 Token Terms and Conditions"). If any of the provisions of the Haven1 Token Terms and Conditions are inconsistent with or contrary to the descriptions or terms in this Private Placement Memorandum, as applicable, will control. Furthermore, certain material rights described in the Haven1 Token Terms and Conditions are subject to the sole discretion of the Association's members (the "**Members**"), in each case without the consent of the holders of the H1 Tokens.

The H1 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 Association or the delivery of the H1 Tokens discussed herein other than as set forth in this Private Placement 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 Haven1 Network and the H1 Tokens that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Association 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 Association 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 H1 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 Private Placement 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 U.S. Securities and Exchange Commission (the "**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 Private Placement Memorandum, nor is it intended that the foregoing authorities will do so.

Prospective purchasers are not to construe this Private Placement Memorandum as investment, legal, tax, regulatory, financial, accounting, or other advice, and this Private Placement Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the H1 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 Private Placement 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 Association and the H1 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 Association or the H1 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:

- the anticipated development, design, and growth of the Haven1 Network;
- regulatory developments and their effect on the Haven1 Network, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the Haven1 Network, both in the U.S. and internationally;
- the ability of the Haven1 Network to develop a user base for its products and a successful business model;
- our future financial performance, including our expectations regarding our operating and research and development expenses and our ability to achieve and maintain future profitability;
- the impact of competition in our industry and innovation by our competitors;
- the anticipated trends, growth rates and challenges in our business and in the cryptocurrency market;
- our liquidity and working capital requirements;
- our ability to obtain additional working capital and raise additional financing;
- our anticipated growth and growth strategies and our ability to effectively manage that growth and effect these strategies;
- maintaining our relationships with third parties;
- our ability to adequately maintain, protect and enhance our intellectual property;
- the effect on our business of litigation to which we are or may become a party;
- our ability to maintain an effective system of internal controls necessary to accurately report our financial results and prevent fraud; and
- 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 of 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 Private Placement Memorandum speak only as of the date thereof. The Association 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 Association cautions prospective purchasers that, although the Association 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 Association 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 Association or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements and risk factors contained throughout this Private Placement Memorandum.

OVERVIEW

This overview highlights selected information that is presented in greater detail elsewhere in this Private Placement Memorandum. This overview does not contain all of the information you should consider before participating in the Offering contemplated by this Private Placement Memorandum. You should carefully read this Memorandum in its entirety before purchasing any H1 Tokens, including the sections titled “Risk Factors” and “Special Note Regarding Forward-Looking Statements.” 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 Association,” “we,” “us,” and “our” in this Private Placement Memorandum refer to the Association. Unless otherwise indicated herein, all references to the number of H1 Tokens set forth in this Private Placement Memorandum refer to the number of H1 Tokens that will be created in the initial minting processes.

Association and Haven1 Network Overview

The Haven1 Network is a public-permissioned, Ethereum virtual machine (“**EVM**”) compatible, proof-of-authority (“**PoA**”) layer 1 blockchain ecosystem, that facilitates a “safe haven” blockchain environment wherein verified users can connect with vetted on chain applications, and interact without fear of hacks, scams, and exploits. Haven1 is built on existing, battle-tested technology and limits centralization risk by decentralizing the network with reputable third-party validators. In 2023, cryptocurrency users lost two billion dollars to hacks, scams, and exploits. Haven1 seeks to address the challenges facing Web3 adoption, security, and liquidity and propel decentralized finance (“**DeFi**”) into the mainstream. The three key challenges identified by Haven1 are (1) unrealistic risk management expectations, (2) absence of industry standardization, and (3) unknown counterparty risk. The key features and products of the Haven1 Network are described further below in “Description of the Haven1 Network”

H1 Tokens are fungible digital governance cryptographic tokens built on the Ethereum mainnet upon the ERC-20 technical standard used for smart contracts on the Ethereum blockchain and can be stored in any Ethereum-compatible wallet. H1 Tokens are for use on the Haven1 Network, as described further below in “Description of the Haven1 Network”. It is anticipated that users of the Haven1 Network will be able to use the H1 Token in the following ways: (1) governance, and (2) application fees. The functionality of H1 Tokens is further described in “Description of H1 Tokens”.

Terms of Offering

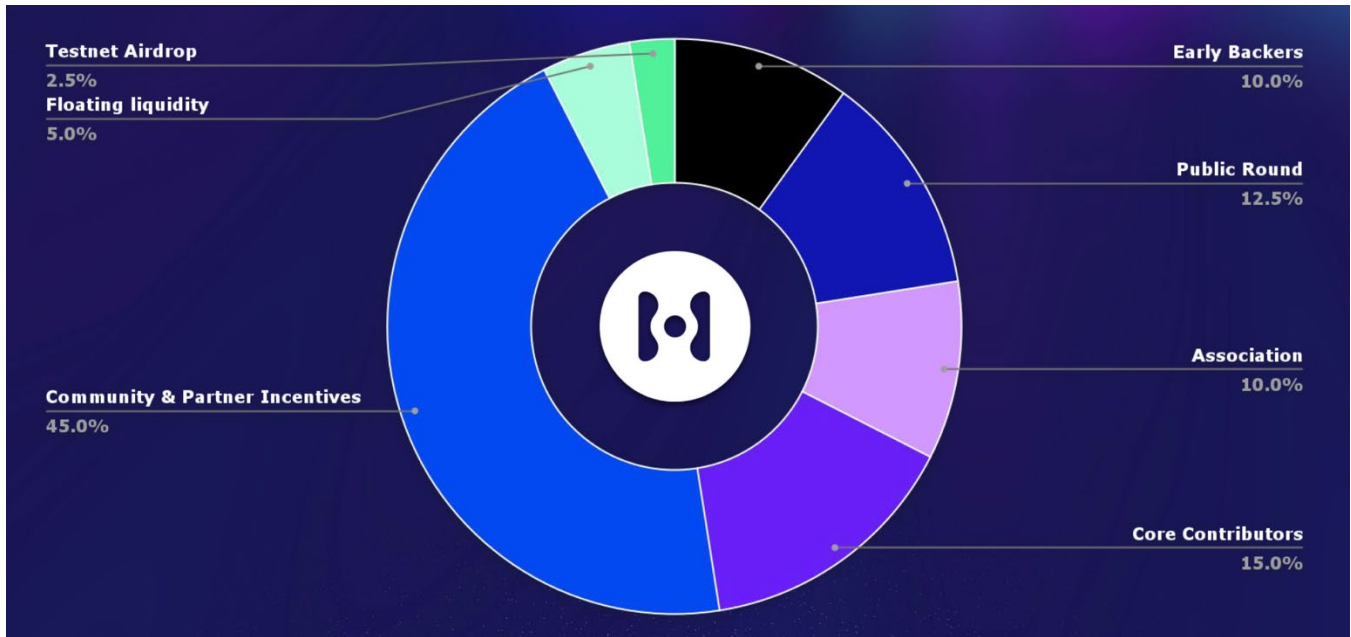
The Association plans to deliver H1 Tokens after the “**Token Integration Event**” or “**TIE**” defined as the date when the H1 Tokens are initially broadly publicly released by the Association for use on the Haven1 Network, if ever. It is anticipated that the Token Integration Event will occur on or before 1st October 2025, (the “**Deadline Date**”). If (i) there is no Token Integration Event on or before the Deadline Date, or (ii) the Association is subject to a Dissolution Event, this Agreement will be unwound and the Association shall pay Purchasers - subject to permissibility under Swiss bankruptcy and other applicable laws - the Purchase Amount, net of applicable taxes and expenses incurred in connection with (i) the offering of the Tokens as well (ii) the development of the Network until the date of the unwinding (“**Unwinding Payment**”), as soon as reasonably practicable after the Deadline Date or the Dissolution Event. Although the Association will make commercially reasonable efforts to unwind the Agreement and pay the Unwinding Payment, there is no guarantee that any funds will be available for the payment of the Unwinding Payment. See “Use of Proceeds” below for further discussion of the Association’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 H1 Tokens on the terms and conditions set forth under “Terms of the Offering”. This Offering is made only to persons who can demonstrate (in a manner acceptable to the Association) their status as an “accredited investor” under U.S. federal securities laws via the sale website at <https://republic.com/haven>. The Association may terminate such sales at any time prior to the sale of any and all H1 Tokens in its sole discretion.

The Terms of this Offering, including the applicable delivery restrictions, are set forth under the section titled “Terms of the Offering.”

Token Distribution

A total supply of 2,000,000,000 H1 Tokens will be created in the initial minting processes.



Distribution Schedule

The distribution schedule for the H1 Tokens at the Token Integration Event is described below.

Allocation	Tokens	%
Community and Partners	900,000,000	45.0%
Haven1 Association	200,000,000	10.0%
Testnet Airdrop	50,000,000	2.5%
Floating Liquidity	100,000,000	5.0%
Core Contributors	300,000,000	15.0%
Investors (Early Backers and Public Round)	450,000,000	22.5%
Total Token Allocation:	2,000,000,000	100%

Community and Partners. A total number of 900,000,000 H1 Tokens, equal to forty-five percent (45.0%) of the total network supply of H1 Tokens, is allocated to the community and partners of the Association. H1 Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in [Plan of Distribution](#).

Haven1 Association. A total number of 200,000,000 H1 Tokens, equal to ten percent (10.0%) of the total network supply of H1 Tokens, is allocated to the Haven1 Association. H1 Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in [Plan of Distribution](#).

Testnet Airdrop. A total number of 50,000,000 H1 Tokens, equal to two and a half percent (2.5%) of the total network supply of H1 Tokens, is allocated to the Association’s testnet airdrop. H1 Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in [Plan of Distribution](#).

Floating Liquidity. A total number of 100,000,000 H1 Tokens, equal to five percent (5.0%) of the total network supply of H1 Tokens, is allocated to the floating liquidity of the Association. H1 Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in [Plan of Distribution](#).

Core Contributors. A total number of 300,000,000 H1 Tokens, equal to fifteen percent (15.0%) of the total network supply of H1 Tokens, is allocated to core contributors for their contributions to the Association. H1 Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in [Plan of Distribution](#).

Investors. A total number of 450,000,000 H1 Tokens, equal to twenty-two and a half percent (22.5%) of the total network supply of H1 Tokens, is allocated to investors of the Association for their capital contributions to the Association. H1 Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in Plan of Distribution.

Initial Launch of the H1 Tokens

The Association expects to enter into TPAs on an ongoing basis through the Offering Period. The Association is targeting a Token Integration Event on or before the Deadline Date. However, there can be no assurance that the H1 Tokens will be issued as of such date.

Overview of Transfer Restrictions Discussed in this Memorandum

This Memorandum describes the legal and contractual transfer restrictions applicable to the H1 Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under “Notice to Purchasers” and “Addendum B: Haven1 Tokens Terms and Conditions” which contain important information regarding the H1 Tokens. Purchasers should consult with their own legal and financial advisors regarding the transfer restrictions to which they will be bound. The summary below is intended to provide a summary overview of applicable transfer restrictions and is qualified by reference to the transfer restrictions set forth under “Notice to Purchasers” and “Addendum B: Haven1 Tokens Terms and Conditions”.

TERMS OF THE OFFERING

The summary below describes the principal terms of the H1 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.

<i>Issuer/Seller:</i>	Haven1, a Swiss not for profit association.
<i>TPAs:</i>	The expected number of H1 Tokens to be sold in this Offering is 3,333,333 H1 Tokens, which the Association has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Investors – Public allocation. Any unsold H1 Tokens can be re-allocated by the Association in its sole discretion.
<i>Purchaser Qualifications:</i>	Each Purchaser must be an “accredited investor” as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
<i>Offering Size:</i>	US\$100,000 subject to increase dependent on demand.
<i>Period of Offering:</i>	November 21, 2024, at 9:00AM Eastern Standard time (“EST”) through November 27, 2024, at 11:59 PM Pacific Standard Time (“PST”) (the “ Offering Period ”). Purchasers who are on the Association’s “allowlist” are eligible to participate in this Offering starting on November 19, 2024, at 9:00 AM EST. The Association reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Association in its sole discretion by posting a Memorandum supplement on the Offering Website.
<i>Price:</i>	Purchaser may purchase TPAs through the following options (and note that the Association may increase or decrease the initial supply of any option at its discretion, meaning that the ultimate number of H1 Tokens available for purchase may be higher or lower than the amount displayed below):

Allowlist Regulation D Offering

Price: US\$0.03/H1 Token

Delivery Restrictions: Purchased Tokens will be delivered as described below in “Delivery of H1 Tokens”. H1 Tokens sold in this Offering will be locked up for a period of twelve (12) months commencing at the time of the Token Integration Event. H1 Tokens sold in this Offering are subject to a vesting schedule, with H1 Tokens under each such grant vesting over twenty-one (21) months commencing on the first (1) day of the fourth (4) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month, until all such granted H1 Tokens have been vested on the last day of the twenty-fourth (24) month following the Token Integration Event.

Regulation D Offering

Price: US\$0.03/H1 Token

Delivery Restrictions: Purchased Tokens will be delivered as described below in “Delivery of H1 Tokens”. H1 Tokens sold in this Offering will be locked up for a period of twelve (12) months commencing at the time of the Token Integration Event. H1 Tokens sold in this Offering are subject to a vesting schedule, with H1 Tokens under each such grant vesting over twenty-one (21) months commencing on the first (1) day of the fourth (4) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month, until all such granted H1 Tokens have been vested on the last day of the twenty-fourth (24) month following the Token Integration Event.

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 Interests, unless, including where applicable, Securities Act Rule 144.

Subscription Amounts:

The minimum investment amount is \$100 for individual Purchasers and \$100 for entity Purchasers. The maximum subscription amount is \$100,000. Such amounts may be modified by the Association in its sole discretion.

Delivery of H1 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 processes have been completed by ODB and by HAVEN1 and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), H1 Tokens will be delivered to an ERC-20-compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.

Token Exchange:

Following the Token Integration Event, a Purchaser of TPAs will receive H1 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/haven> 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-ERC20), and USD Tether (USDT-ERC20). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. These total expenses for Stripe will ultimately be borne by the Association. Cash received in connection with the Purchase Amount will be directly transferred to the Association. ODB charges a two percent (2.0%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of \$7 and a maximum fee of \$300. The fee is added to the total amount of the investment at checkout. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for

any reason, if permitted by applicable laws (in particular anti-money laundering laws) 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 Association. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, if permitted by applicable laws (in particular anti-money laundering laws) 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, Association 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. The Purchaser acknowledges and agrees that, under applicable laws, the Association may not be permitted to refund, or may be obligated to block movement of or transfer received funds to competent authorities.

Examples of Fees Incurred During Purchase of H1 Tokens:

Below are examples of how fees may impact the total purchase price paid by Purchaser for H1 Tokens:

Example 1: Purchaser wants to purchase 10,000 H1 Tokens at \$0.03 per H1 Token using a credit card. The purchase price will be \$300. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of two percent (2.0%) or \$7—here, it will be \$7 for this transaction because two percent (2.0%) is lower, meaning the Purchaser will pay \$307 total for the 10,000 H1 Tokens. Note that this total is independent of any fee that the Purchaser’s

financial institution may impose on the method of payment, e.g., a credit card fee.

Example 2: Purchaser wants to purchase 50,000 H1 Tokens at \$0.03 per H1 Token using a credit card. The purchase price will be \$1500. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of two percent (2.0%) or \$7—here, it will be two percent (2.0%) for this transaction because \$7 is lower, meaning the Purchaser will pay \$1530 total for the 50,000 H1 Tokens. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.

Example 3: Purchaser wants to purchase 10,000 H1 Tokens at \$0.03 per H1 Token using cryptocurrency. The purchase price will be \$300. Purchaser will not incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.

Dissolution Event:

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

Upon the occurrence of either (a) a Dissolution Event prior to the Deadline Date, or (b) the transfer of any H1 Tokens purchased hereunder pursuant to the Restricted Period, the Association shall pay, after the payment of all other creditors, the Unwinding Payment 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 Members of the Association.

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 Association, 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 H1 Tokens will be governed by the laws of Switzerland.

Use of Proceeds:

See “Use of Proceeds”.

Republic Service Providers

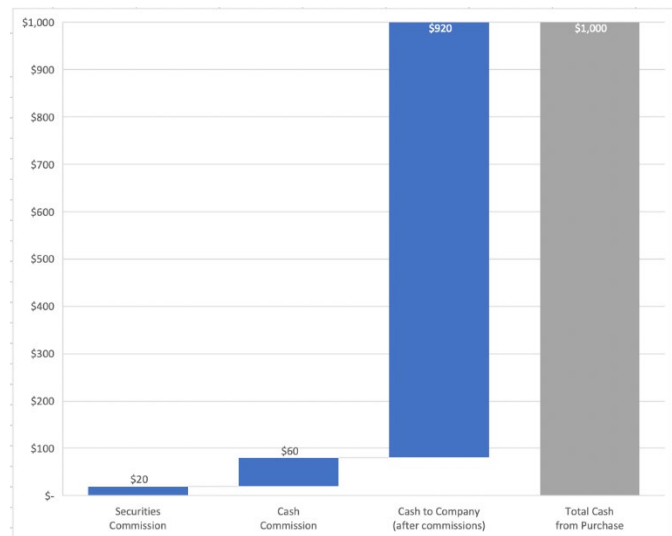
The cash fee paid to ODB from the proceeds of this Offering will be determined pursuant to the following schedule:

- (i) a cash fee that is the greater of (A) \$12,000 or (B) six percent (6.0%) of the dollar value of the securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing (the “**Cash Commission**”), and
- (ii) a securities commission equivalent to 2.0% of the dollar value of the securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing (the “**Securities Commission**”).

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 Association.

Graphical Representation of Purchase

A purchase of \$1,000 in this Offering would result in approximately \$920 to the Association, \$60 in cash commission to ODB, and \$20 in securities commission to ODB.



RISK FACTORS

A purchase of H1 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 Private Placement Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which the Haven1 Network, the H1 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 ASSOCIATION SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION MATERIALS, THE H1 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 ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT H1 TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE H1 TOKENS WILL BE CORRECTED. THE ASSOCIATION CANNOT AND DOES NOT REPRESENT OR WARRANT THAT H1 TOKENS OR THE DELIVERY MECHANISM FOR THE H1 TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

A significant amount of further work may be required in order for the Association to integrate the H1 Tokens into the Haven1 Network 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 Association. The success of the H1 Tokens is reliant upon the Association (i) raising sufficient resources to fund the ongoing development of the H1 Tokens; and (ii) complying with ongoing funding, reserve and/or regulatory requirements (as relevant) related to the proposed creation and operation of the H1 Tokens (collectively, the “**Regulatory and Funding Requirements**”).

There is a significant risk that the H1 Tokens are not developed as envisaged herein. The Association, in the sole and absolute discretion of the Members, reserves the right to modify, extend, reduce, eliminate, add and/or substitute the scale, scope, business lines, operations, and any other characteristics of the H1 Tokens in order to address any actual or perceived commercial, legal, regulatory or other matters that the Members, in its sole and absolute discretion, considers relevant at any time.

The Association may issue H1 Tokens even if there are material changes to the scale, scope, business lines, operations, and any other characteristics of the H1 Tokens or the Haven1 Network or if the Association 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 H1 Tokens. No promises of future performance or value are or will be made with respect to the H1 Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the H1 Tokens will hold any particular value.

The Association is developing the H1 Tokens to be used with respect to the Haven1 Network. Subject to applicable law and the cautionary statements and risk factors contained in this Private Placement Memorandum, upon the H1 Token Integration Event, the Haven1 Network will accept any duly presented H1 Tokens in exchange for privileges and other benefits related to such H1 Tokens from time to time on the Haven1 Network.

The precise terms of the privileges and other benefits of the H1 Tokens will be determined by the Association as the owner of the Haven1 Network 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 H1 Token Integration Event and may be amended thereafter at any time and without notice to, or consent from, any holder of H1 Tokens. Any such determination or amendment shall not be a breach of the terms of this Offering.

The H1 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 H1 Token is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the H1 Tokens shall be at your own risk. In no event shall the Association 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 H1 Tokens or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the Haven1 Network or the integration of the H1 Tokens into the Haven1 Network.

While the H1 Tokens are available only to contributors that are not Prohibited Persons there is the possibility that H1 Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring H1 Tokens and, accordingly, the risk factors set out below may include certain risk factors specific to certain jurisdictions even though the Association will not at present make the H1 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 H1 Tokens Will be Released. Many factors could influence the success of the Association and the H1 Tokens, some of which are out of the Association's control, and there can be no guarantee that the Association will ultimately be successful in deploying and delivering the H1 Tokens. The Association may change its plans for issuing the H1 Tokens for a variety of reasons, including a change in business plan, technological challenges, lack of perceived demand, or other reasons. Finally, if the Association 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 liquidation or winding up, it may never issue the H1 Tokens. If the Token Integration Event does not occur or for other reasons the Association does not issue the H1 Tokens as planned, Purchasers will not receive some or all of their H1 Tokens. The Association has sole discretion to determine when, or if, the Token Integration Event occurs.

No Guarantee on When or if the Token Integration Event Will Occur. There are no guarantees as to the timing (if ever) of the Token Integration Event or the release of the H1 Tokens, each of which is dependent on many factors, including many outside the Association's control.

Risk of Losing Access to H1 Tokens Due to Wallet Incompatibility. Your cryptocurrency wallet must be ERC-20-compatible and possess technical infrastructure that is compatible with the receipt, storage, and transfer of the H1 Tokens. Non-compatible wallet addresses will not be accepted, and any attempt to transfer H1 Tokens to a non-compatible wallet address may result in the loss of such H1 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 Association 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 H1 Tokens are issued may have an adverse effect on the H1 Tokens, including causing them to malfunction or function in an unexpected or unintended manner.

Risks Associated with the Overarching Blockchain Industry in Which the Haven1 Network 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 cryptoassets 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 H1 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 H1 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 H1 Tokens. If you give us the incorrect address to which to send your H1 Tokens, we are not responsible for any loss of H1 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 H1 Tokens. The H1 Token balances are associated with the Purchasers' respective wallets with the Purchasers' respective token public keys, which in turn are associated with the 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 H1 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 H1 Tokens will result in the loss of the Purchasers' H1 Tokens. The Association 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 H1 Tokens. The Association has no control over such attacks and cannot stop hackers from stealing private keys of users. The Association 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 H1 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 H1 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 H1 Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the H1 Tokens and such smart contract systems, including its termination and the loss of H1 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 Haven1 Network and H1 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 H1 Tokens. Regulatory actions could negatively impact the H1 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 Association 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 H1 Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the H1 Tokens, which restrictions could impede, limit, or end the development of the H1 Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the H1 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 H1 Tokens could be enacted, which could impact the utility of the H1 Tokens in the Haven1 Network. Additionally, users of the Haven1 Network are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. If any of these parties fail 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 H1 Tokens, including the utility of H1 Tokens with respect to the Haven1 Network, including any applications that are built in connection with the Haven1 Network.

The Association 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 Integration Event, the development of the H1 Tokens and/or the Association's ability to issue the H1 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 New York's BitLicense Regulatory Framework does not Apply to our Offer and Sale of the Interests. It is Possible, however, that the New York State Department of Financial Services could Disagree with our Position. We are not licensed to conduct a virtual currency business in New York or any other state. We

have, however, taken the position that the State of New York's BitLicense Regulatory Framework does not apply to the Offering or operation of the Haven1 Network or the offer and sale of the Interests.

It is possible 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 Haven1 Network 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 H1 Tokens, including its further development, or the value of the H1 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 Haven1 Network 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 Haven1 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 Haven1 Network, the H1 Tokens, suspensions in the operation of the Haven1 Network, the H1 Tokens or certain of its components, changes in how the H1 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 H1 Tokens. It could also lead to a decrease in value of H1 Tokens. In addition, a regulator could take action against us if it views our activity regarding the Haven1 Network or the H1 Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the H1 Tokens and/or could cause the Association to cease operations in certain states or nationwide.

Risk of H1 Tokens Being Deemed a Futures Contract or Swap. Given the time period between the close of this Offering and delivery of the H1 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 Association's obligation to deliver H1 Tokens shortly after the Token Integration Event to Purchasers who represent and warrant that they are Haven1 Network users not purchasing with speculative intent and who are otherwise prohibited from transferring the H1 Tokens before the H1 Token is launched.

No Operation of the Haven1 Network by the Association. Any deployed version of the protocol underlying the Haven1 Network is neither operated or controlled by the Association or any natural or legal person and will be released under one or multiple open-source licenses. The Haven1 Network may contain errors, technical defects or other technical problems that cannot be remedied and as a result H1 Tokens or other assets may be lost.

Risk of Litigation and/or Third-Party Claims. From time to time, third parties may assert claims against the Association, its developers, and/or its underlying technology. Regardless of the merit of any legal action or claim, any action that reduces confidence in the Association's long-term viability or the ability of individuals to hold and transfer H1 Tokens may adversely affect the Haven1 Network. Additionally, a meritorious claim could prevent developers from accessing the most up-to-date protocol code or holding or transferring their H1 Tokens.

Risk of Alternative, Unofficial Platforms. Following the issuance of the H1 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 H1 Tokens. The H1 Tokens may have no intrinsic value with respect to such alternative applications. The H1 Tokens may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the H1 Tokens.

Assertions by Third Parties of Infringement or other Violation by Us of Their Intellectual Property Rights Could Harm our Ability to Develop the Haven1 Network and the H1 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 Haven1 Network. 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.

H1 Token Integration Risk and Risk of Insufficient Interest in the Haven1 Network. There are no guarantees as to the timing of the H1 Tokens being integrated into the Haven1 Network, which is dependent on many factors, including many outside the Association's control. Further, it is possible that there will be limited public interest in the H1 Tokens or that public interest in the Haven1 Network may reduce over time. Such a lack of interest could negatively impact the H1 Tokens and their functionality in the Haven1 Network.

Operating History. The Association has little operating history in the blockchain industry, which continues to evolve and may not develop as expected. The Association's historical performance does not necessarily reflect future performance or the likelihood of the success of the H1 Tokens. A significant amount of work was required in order to create the H1 Tokens and implement the H1 Tokens into the Haven1 Network and much of that work is reliant on the input or consent of other persons not under the control of the Association. Assessing the business and future prospects of the Association is challenging in light of the risks and difficulties the Association may encounter. These risks and difficulties include but are not limited to, their ability to:

- navigate complex and evolving regulatory and competitive environments;
- obtain the requisite regulatory and other licenses in the relevant jurisdictions;
- obtain and retain customers;
- successfully develop, maintain, and update internal controls to manage compliance within an evolving and complex regulatory environment;
- effectively identify and react to market trends;
- be involved in the successful development and deployment of the H1 Tokens;
- implement new products and services;
- successfully execute the Association's funding strategy;
- effectively compete with other companies;
- successfully navigate economic conditions and fluctuations in the market;
- effectively manage the growth of the business;
- continue to develop, maintain, and scale the H1 Tokens;
- effectively use finite personnel and technology resources;
- effectively maintain and scale financial and risk management controls and procedures;
- maintain the security of technology infrastructure and the confidentiality of the information provided and utilized therein; and
- attract, integrate, and retain qualified employees and contractors.

Risk that the H1 Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the H1 Tokens (including participant behavior) held by the Association 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 H1 Tokens. Moreover, the Association may not be able to retain full and effective control over how other participants will use the Haven1 Network, what products or services will be offered through the Haven1 Network by third parties, or how third-party products and services will utilize H1 Tokens (if at all). This could create the risk that the H1 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 H1 Tokens into the Haven1 Network will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Haven1 Network and H1 Tokens, and the potential utility of the H1 Tokens within the Haven1 Network.

The Value of the H1 Tokens will be Affected by the Success of the Haven1 Network. Because the H1 Tokens are intended for use on the Haven1 Network, a failure to maintain the Haven1 Network would negatively affect the value of the H1 Tokens. There is no guarantee that the Haven1 Network, including its use of the H1 Tokens will develop as planned or become successful in the marketplace.

Long-term Viability of Cryptoassets. Cryptoassets, including those like the H1 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 H1 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 H1 Tokens may be hard to sell. Further, the value of H1 Tokens may decrease over time, which may impact interest in, or the success of, the Haven1 Network. The Association does not control any of these factors, including the ability of the H1 Tokens to maintain their value over time.

Further Innovations in the Cryptoasset Industry may Cause the H1 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 H1 Tokens may also be negatively affected.

Inability to Fund Development or Maintenance. The Association may not be able to fund development of or maintain the H1 Tokens in the manner that it was intended.

Risks from Taxation. The tax characterization of the H1 Tokens is uncertain and subject to change, as described above, which may lead to inefficient tax outcomes for Purchasers and/or the Association and/or its affiliates. You must seek your own tax advice in connection with acquiring, holding, and disposing of H1 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 H1 Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, H1 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 H1 Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the H1 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 H1 Tokens, adversely impacting the ability to further derive any usage or functionality from H1 Tokens. The Association 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 H1 Tokens employs open-source software, there is a risk that a third party or a member of the Association's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the H1 Token and negatively affect it.

You acknowledge, understand, and accept that if your private key or password gets lost or stolen, the H1 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 H1 Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store H1 Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your H1 Tokens, for which the Association shall have no liability.

Misconduct and Errors Risks. The Association 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

Haven1 Network, whom the Association 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 Association cannot control developers or uses of the Haven1 Network. The precautions the Association 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 Association's diminished ability to operate the business and develop the Haven1 Network, inability to attract future developers and users, regulatory intervention, and financial harm which could negatively impact the Association, the growth of the Association, and the value of H1 Tokens.

Risk of Security Weaknesses in the H1 Tokens. The H1 Tokens consist, 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 Association or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the H1 Tokens to interfere with the use of or cause the loss of H1 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 H1 Tokens) by rendering ineffective the cryptographic consensus mechanism that underpins the H1 Tokens, which could result in the theft, loss, or decreased utility of the H1 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 H1 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 H1 Tokens.

Risk of Lack of Adoption or Use of the H1 Tokens. While the H1 Tokens should not be viewed as an investment, they may have value over time. That value may be limited or non-existent if the H1 Tokens lack acceptance, use, and adoption on the Haven1 Network.

Risk of an Illiquid Market for H1 Tokens. There may never be any marketplace for H1 Tokens. There are currently no exchanges upon which the H1 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 H1 Tokens. To the extent that any third party ascribes an external exchange value to H1 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 H1 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 H1 Tokens are not offered by the Association or its affiliates on an investment basis.

Risk of Dissolution of the H1 Tokens. It is possible that, due to any number of reasons, including development issues with the H1 Tokens, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the Haven1 Network and/or H1 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 H1 Tokens.

Risk of Malfunction in the H1 Tokens. It is possible that the H1 Tokens or the Haven1 Network malfunctions in an unfavorable way, including one that results in the loss of the H1 Tokens.

Risk Associated with Licensed Third-Party Technology. The H1 Tokens are created solely for purposes of operating and integrating with the Haven1 Network.

Risk Associated with Underlying Technology. There can be no guarantee that the technology required for operation of the Haven1 Network 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 Association 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 Haven1 Network and may have a material adverse impact on H1 Tokens.

Risks Associated with Incomplete Information regarding the H1 Tokens. You will not have full access to all the information relevant to the Association and the H1 Tokens. The Association is not required to update you on the progress of the H1 Tokens. You are responsible for making your own decision in respect of the acquisition of the H1 Tokens. The Association does not

provide you with any recommendation or advice in respect of the acquisition of the H1 Tokens. You may not rely on the Association to provide you with complete or up-to-date information.

The Holders of H1 Tokens will not be in any Fiduciary, Partnership, Trustee, Agency, or Similar Relationship with the Association or any of its Affiliates and will not be Owed any Fiduciary Duty by the Association or any of its Affiliates. The holders of H1 Tokens have no direct management, equity, membership, voting, or similar rights in the Association or any of its affiliates. However, without limitation to the above, the Association 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 H1 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 Association or its affiliates to apply to or affect the Association or its affiliates, the H1 Tokens, the Association 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 H1 Tokens. In addition, the Association may take such steps as it considers necessary or convenient where it believes or suspects the H1 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 H1 Tokens are no longer viable.

Regulation of (i) tokens (including the H1 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 H1 Tokens and the Association. Other countries may adopt similar approaches. Failure by the Association or users of the H1 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 Association and the H1 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 H1 Tokens or impede the activities of the Association.

Representation by Legal Counsel. Certain counsel (the “***Law Firm***”) represents the Association 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 Association as to which the Law Firm has been neither retained nor consulted. The Law Firm does not undertake to monitor compliance by the Association and its affiliates with the guidelines and procedures set forth in this Memorandum, nor does the Law Firm monitor compliance by the Association 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 Association. 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 H1 Tokens. No separate counsel has been engaged by the Association to represent any purchasers with respect to a purchase of the H1 Tokens.

The Association 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 Association may determine that the continued development of the H1 Tokens is not feasible. Accordingly, there is a material risk that the Association and its affiliates may not successfully continue to develop, market, and operate the H1 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 Association 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 Association policies and terms and conditions of use, including misuse of the Haven1 Network and H1 Tokens, by users and Haven1 tokenholders, may result in unforeseeable adverse impact to the Haven1 Network out of the Association’s control, which may in turn potentially affect the value of H1 Tokens.

Risk of Competitors. The Association believes that other organizations are or may be working to develop a layer 1 blockchain ecosystem, that facilitates a "safe haven" blockchain environment or other novel technologies that may be competitive with the technology of the Association. Some or all of these organizations that may have technology similar to the Association, may have substantially greater technological expertise, experience with blockchain technologies and/or financial resources than the Association has, and many of them may be attempting to patent technologies that may be competitive with or similar to the technology the Association has developed, or attempting to reverse engineer the Association's technology, which may be possible as a substantial portion of the software underlying the Haven1 Network 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 Association's publicly available software. It is possible that those products would be substantially similar to and competitive with the Association's software and technology. If this were to occur, it is possible that the value of the Haven1 Network and H1 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 Haven1 Network users are likely to be under the age of eighteen. As a result, the Association may have difficulty enforcing the terms of service and other agreements entered into with such individuals who are under the age of eighteen in connection with the operation of the Association's business, the Haven1 Network, and the distribution of H1 Tokens.

Risks Associated with Issuance of Additional Tokens. In addition to the H1 Tokens that may be issued to H1 tokenholders that stake H1 Tokens if and when the Association enables staking, additional H1 Tokens may be issued in the future in the event the Association, or if H1 tokenholders are provided governance rights, H1 tokenholders collectively determine it is in the best interest of the Haven1 Network to do so. If such an event occurs, the value of H1 Tokens may be adversely impacted, and a H1 tokenholders 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 Haven1 Network. 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 Haven1 Network. In addition, if any of our key personnel, retires or otherwise leaves the Association, 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 Haven1 Network, as well as the business and financial condition of the Association. 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 Haven1 Network 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 Haven1 Network or the Association may encounter potential conflicts of interest in connection with the sale of H1 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 Haven1 Network and its code, or other factors. Decisions made by the Association on such matters may be more beneficial for some Purchasers than for others.

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 H1 Tokens Could Negatively Impact Their Price. The Association may, in the future, list H1 Tokens on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of H1 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 H1 Tokens while such H1 Tokens remain subject to a lock-up.

Risks Associated with Fluctuations in the Price of Digital Assets. The price of digital assets is subject to fluctuation that could materially and adversely affect the value of the H1 Tokens. The prices of cryptocurrencies, such as Bitcoin, Ethereum, and other digital assets, have historically been subject to significant fluctuations in price and are highly volatile. Accordingly, the market price of the H1 Tokens may also be highly volatile. In addition, there is not yet sufficient information to determine whether the performance of any digital asset will be sustainable and/or how the digital asset market will react in the short- or long-term to the proliferation of digital assets currently taking place.

Several factors may influence the market price, if any, of the H1 Tokens, including, but not limited to:

- the ability of the H1 Tokens to trade in a secondary market, if at all;
- the acceptance of H1 Tokens on a trading platform for digital assets;
- global digital asset and security token supply and demand;
- continued public and governmental acceptance of digital assets as a viable medium for trade and investment;
- changes in the software, software requirements, or hardware requirements underlying the H1 Tokens;
- changes in the rights, obligations, incentives, or rewards for the various holders of H1 Tokens;
- currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- government-backed currency withdrawal and deposit policies of digital asset exchanges;
- interruptions in service from, or failures of, any securities or token trading platform on which other digital assets, security tokens, or the H1 Tokens are traded;
- investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in the H1 Tokens, securities tokens, or other digital assets;
- monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- regulatory measures, if any, that affect the use of digital assets, security tokens, and/or the H1 Tokens; and
- expectations among potential digital assets sellers and purchasers that the value of H1 Tokens or other digital assets will soon change.

A decrease in the price of a single digital asset may cause volatility in the entire digital asset and security token industry and may affect other digital assets including the H1 Tokens. For example, a security breach that affects purchaser or user confidence in Bitcoin or Ethereum may affect the industry as a whole and may also cause the price of the H1 Tokens and other digital assets to fluctuate. Such volatility in the price of the H1 Tokens may result in significant loss over a short period of time.

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

Risks Associated with Contractual Relationships. The Association is an ownerless entity organized pursuant to Swiss law, and all other services are provided to the Association pursuant to contractor relationships, where persons performing material functions for the Association are not employees of the Association but are instead contractors. The Association relies heavily on contractors to perform many significant and material functions of the Association. In the event that any of the contractors cease to provide services to the Association, the Association may not be able to fully operate or execute on its strategic and/or business objectives.

USE OF PROCEEDS

The Association estimates that the maximum net proceeds from this Offering may be approximately \$1,235,000 after deducting estimated Offering expenses, less any marketing and legal expenses. The Association shall allocate the proceeds from the sale of Tokens, including the Purchase Amount, to the development, maintenance, and expansion of the Network and its associated ecosystem. This will include supporting a secure and scalable infrastructure, modeled on cutting-edge frameworks such as Haven1's REKT-resistant technology. The focus will be on building a robust, EVM-compatible Layer 1 blockchain, integrating advanced security features like identity verification through decentralized passports, two-factor authentication (2FA) for wallet protection, and AI-powered network monitoring for real-time threat detection. The funds will be used to ensure the implementation of the protocol follows best practices in decentralized governance, with validators undergoing rigorous screening to guarantee network integrity and decentralization.

We cannot guarantee that we will be able to sell any or all of the H1 Tokens in this Offering. If we do not sell any of the H1 Tokens, we will not obtain any usable proceeds from the Offering and our ability to continue as a going concern may be called into question.

The Association reserves the right to alter the use of proceeds of this Offering.

DILUTION

The following table summarizes the differences between the total consideration and the weighted-average price per H1 Token paid by existing tokenholders who have purchased or acquired H1 Tokens or rights thereto, prior to the date of this Memorandum and participants participating in this Offering at the price, or deemed price, to the public of \$0.03 per H1 Token, before deducting estimated expenses in connection to this Offering:

	Tokens Previously Purchased or Acquired	Total Consideration	Weighted- Average Price Per Token
Outstanding Tokens (or rights thereto) before this Offering:	186,155,556(1)(2)	\$3,790,000(3)	\$0.016(4)
Tokens offered in this Offering:	3,333,333	\$100,000	\$0.03

- (1) Includes 150,000,000 H1 Tokens that were allocated pursuant to certain pre-seed (“*Pre-seed*”) contributors, 34,822,222 H1 Tokens that were allocated pursuant to certain seed (“*Seed*”) contributors, and 1,333,333 H1 Tokens that were allocated pursuant to certain key opinion leader (“*KOL*”) contributors.
- (2) Pre-seed, Seed, and KOLs contributors are subject to various vesting schedules as described in Plan of Distribution.
- (3) Total consideration includes (i) \$2,250,000 pursuant to contributions made to the Association by certain Pre-seed contributors, (ii) \$1,440,000 pursuant to contributions made to the Association by certain Seed contributors, and (iii) \$100,000 pursuant to contributions made to the Association by certain KOL contributors.
- (4) The price per H1 Token offered to certain Pre-seed contributors was approximately \$0.015 per H1 Token. The price per H1 Token offered to certain Seed contributors was approximately \$0.030, \$0.045, and \$0.075 per H1 Token. The price per H1 Token offered to certain KOL contributors was approximately \$0.075 per H1 Token.

MANAGEMENT OF THE ASSOCIATION

Our Members including their ages and positions, are set forth below:

Name	Age	Functional Position
Members		
Kavi Saglani	39	Chief Marketing Officer, Member
Gianluca Ortolani	31	Chief Technology Officer, Member
Abhishek Bansal	36	Chief Product Officer, Member

Members

Kavi Saglani

Kavi Saglani is the chief marketing officer of the Association. Mr. Saglani's previous experience extends from ByBit to Cake DeFi and most recently, Matrixport. Mr. Saglani's has extensive Web3 network and blockchain experience in strategic marketing, and public relations, and community building. Mr. Saglani holds a bachelor's degree in media and communications from Birmingham City University.

Gianluca Ortolani

Gianluca Ortolani is the chief technology officer of the Association. Mr. Ortolani has extensive development and management experience in machine learning, artificial intelligence, and blockchain. As the manager of over three hundred engineers across multiple areas, Mr. Ortolani has experience building and managing world-class teams, while maintaining his passion for coding. Mr. Ortolani holds a Bachelor of Science in computer science from the Università degli Studi di Perugia and a Master of Science, in computer science, machine learning and robotics from Georgia Institute of Technology.

Abhishek Bansal

Abhishek Bansal is the chief product officer of the Association. Mr. Bansal has over a decade of product experience and previously served as the vice president of product at Binance where he led onboarding and compliance teams, while directly driving the launch of multiple new licensed exchanges. Mr. Bansal holds a bachelor's degree in computer science from Thapar Institute of Engineering and Technology and a Master of Business Administration from the University of Delhi.

Foundation Composition and Risk Oversight

The Association is currently composed of three Members. There are no family relationships among the Members of the Association.

MEMBER COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)
Gianluca Ortolani <i>Chief Technology Officer</i>	\$0/year	0%
Abhishek Bansal <i>Chief Product Officer</i>	\$0/year	0%
Kavi Saglani <i>Chief Marketing Officer</i>	\$0/year	0%

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to a Broker-Dealer Offering Agreement with ODB, effective as of August 12, 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 ODB 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 H1 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.

Commission and Expenses. The Association has agreed to pay ODB:

- (iii) a cash fee that is the greater of (A) \$12,000 or (B) six percent (6.0%) of the dollar value of the securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing (the “**Cash Commission**”), and
- (iv) a securities commission equivalent to 2.0% of the dollar value of the securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing (the “**Securities Commission**”).

While our management may promote the Association 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 H1 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.

Termination Fees. Termination fees are due for any termination except in the event of ODB’s uncured breach, or the expiration of the term of our Engagement Agreement with ODB. The Association has agreed to pay ODB immediately upon termination and such payment shall be \$15,000.00.

Business Advisory Service Fees: \$35,000, payable to ODB, upon execution of this 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 Issuer. This participation is not deemed to be absolute or as legal advice and does not serve as a substitute for Issuer's own legal and regulatory representation.

Fees to Investor: ODB shall, in its sole discretion, charge a two percent (2.0%) 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 Association 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.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE ASSOCIATION

As of the date of this International Offering Memorandum, no natural person or entity has beneficial ownership of H1 Tokens that exceeds 10% of the maximum supply of H1 Tokens.

DESCRIPTION OF H1 TOKENS

Ownership of H1 Tokens

We are offering TPAs in this Offering in accordance with the terms outlined under “Terms of the Offering” above, which entitles the holders thereof to purchase H1 Tokens at a fulfillment price of \$0.03 per H1 Token. The TPAs and the H1 Tokens are subject to transfer restrictions as described under “Terms of the Offering” above.

H1 Tokens are fungible digital governance cryptographic tokens built on the Ethereum mainnet upon the ERC-20 technical standard used for smart contracts on the Ethereum blockchain and can be stored in any Ethereum-compatible wallet. The ERC-20 technical standard, developed in 2015, is one of the most significant smart contract standards on Ethereum, and serves as the technical standard used for all smart contracts on the Ethereum blockchain for fungible token implementations. Ethereum is an open-source blockchain protocol that allows for the computation of decentralized applications. H1 Tokens are for use on the Haven1 Network, as described further below in “Description of the Haven1 Network”.

The ownership of H1 Tokens is evidenced through the association of a certain number of H1 Tokens with a public key or wallet address as recorded on the Ethereum blockchain. Each such public key and wallet will have an associated private key, which a tokenholder must control in order to control the H1 Tokens associated with such public key or wallet, including to transfer H1 Tokens to another person. In turn, control of the private key is proved by providing a digital signature on any digital record addressing H1 Token operations associated with the public key, which signature can only be created if the tokenholder knows the private key. As a result, control or knowledge of the private key associated with a wallet and public key determines a H1 tokenholders ability to control any H1 Token issued to such tokenholder. H1 Tokens are not otherwise tracked and are not designated by special serial numbers or other unique identifiers. As such, H1 Tokens are interchangeable and fungible by design.

Because a tokenholders control of the private key associated with a wallet and public key address is critical to the tokenholders control over the H1 Tokens associated with such wallet and public key address, it is necessary for holders of the H1 Tokens to ensure the security and privacy of their relevant private keys. If the private key is lost, the H1 tokenholder will no longer be able to control the H1 Tokens associated with such private key, which in turn will result in the tokenholders inability to transfer any H1 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 H1 Tokens associated with such private key and may thus transfer such H1 Tokens to another person without the tokenholders permission.

Both the TPAs and the H1 Tokens carry no voting rights with respect to the Association. The Purchaser is not entitled, as a holder of TPAs or H1 Tokens, to vote or receive dividends or be deemed the Members of the Association, for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a Member of the Association, or any right to vote for the election of board members or upon any matter submitted to board members at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive any rights or otherwise. The Members of the Association exercises all voting power on behalf of the Association.

Functionality of H1 Tokens

It is anticipated that users of the Haven1 Network will be able to use the H1 Token in the following ways:

- (1) **Governance.** H1 tokenholders help to shape the direction of the Haven1 protocol through the utilization of voting rights. Tokenholders will be able to contribute to important decisions and proposals that affect the operation and development of the Haven1 network. This decentralized governance model helps to ensure that the interests of Haven1 tokenholders are represented in a fair and transparent way. Governance rights extend to three core network-native protocol applications: (1) an automated market maker (2) a money market (borrowing and lending) and (3) a derivatives platform.
- (2) **Application Fees.** H1 Tokens will be required to conduct certain transactions on the blockchain. The Haven1 Network has application-specific transaction fees. For example, asset transfers between accounts will have no charge, however, swapping an asset on an automated market maker will incur an application fee. Application fees represent a paradigm shift in how blockchain ecosystems incentivize and remunerate developers and creators. Rather than incentivizing developers to create gas-inefficient contracts to extract value from their users, Haven1’s application fee model provides builders with the ability to charge a dollarized fee, paid in the native H1 Token. This decouples builders from the volatility of the underlying gas fees and token price and has many other sustainable benefits including:

- (a) **Developer Autonomy:** Developers have the flexibility to set their fees, allowing them to tailor pricing strategies according to their application's value proposition and target audience.
- (b) **Revenue Generation:** Developers can generate income, creating a sustainable model that supports ongoing development and innovation.
- (c) **Ecosystem Health:** These fees contribute to the overall health and maintenance of the Haven1 ecosystem, incentivizing network validators and supporting infrastructure costs.
- (d) **Dynamic Management:** Haven1's fee contract dynamically manages these fees, ensuring adaptability and responsiveness to market conditions and network needs.

H1 tokenholders may have opportunities to receive rewards generated by the three-core network-native protocol applications. This provides users the benefit of holding the Token and aligns the interest of the tokenholders within the network.

Token Supply

The total supply of H1 Tokens is 2,000,000,000 H1 Tokens. The total supply of H1 Tokens will be allocated as described in "Plan of Distribution".

Limited H1 Token-Related Rights

H1 Tokens will not provide you with any enforceable rights against the Association, or any third-party developer, including any rights to receive payments, any control rights, or any claims on assets. Holders of H1 Tokens will not receive a right to any repayment of principal or interest, any interest in the profits or losses of the Association, its affiliates, or any third-party developer. Holders of H1 Tokens may not have any right to vote on any matters relating to the Association, its affiliates, or any third-party developer, including voting for Members of the Association. Further, we are not aware of any binding obligation on the Association with respect to the H1 Tokens or the holders of H1 Tokens following the delivery of H1 Tokens.

Secondary Markets

The H1 Token is designed to be used on, or interacting with, the Haven1 Network but may technically be capable of being transferred on digital asset trading platforms or other venues. The Association does not support or encourage any use of the H1 Token beyond its stated usefulness on or in connection with the Haven1 Network.

DESCRIPTION OF THE HAVEN1 NETWORK

Overview

The Association directly or indirectly further the growth and development of the software protocol underlying the Haven1 Network and the surrounding ecosystem. The Haven1 Network is a public-permissioned, Ethereum virtual machine (“EVM”) compatible, proof-of-authority (“PoA”) layer 1 blockchain ecosystem, that facilitates a "safe haven" blockchain environment wherein verified users can connect with vetted on chain applications, and interact without fear of hacks, scams, and exploits. Haven1 is built on existing, battle-tested technology and limits centralization risk by decentralizing the network with reputable third-party validators. Any deployed version of the protocol underlying the Haven1 Network is neither operated or controlled by the Association or any natural or legal person and will be released under one or multiple open-source licenses.

In 2023, cryptocurrency users lost two billion dollars to hacks, scams, and exploits.¹ Haven1 seeks to address the challenges facing Web3 adoption, security, and liquidity and propel decentralized finance (“DeFi”) into the mainstream. The three key challenges identified by Haven1 are (1) unrealistic risk management expectations, (2) absence of industry standardization, and (3) unknown counterparty risk. Haven1’s mission is to build and grow a secure safe haven blockchain ecosystem where users can meaningfully transact without getting REKT².

The key features and protections of the Haven1 Network include:

- **Verified Interactions:** Users and builders must pass a thorough identity verification process, minting a hPassport (defined below) NFT to engage on the Haven1 network. This ensures a marketplace of accountable, identifiable participants.
- **Enhanced Deployment Requirements:** Smart contracts on Haven1 undergo mandatory audits and are deployed in a controlled, permissioned manner to prevent unauthorized changes and ensure integrity.
- **Advanced Wallet Security:** The Haven1 network supports two-factor authentication (“2FA”) and integrates with third-party services for enhanced asset protection. Multi-signature wallets and anomaly detection provide additional layers of security.
- **AI Monitoring:** Round-the-clock monitoring by artificial intelligence (“AI”) powered bots detects and prevents malicious activities, ensuring transaction and smart contract security.
- **Dispute Resolution:** Application fees contribute to a reserve fund for resolving disputes, enhancing trust and stability within the ecosystem.

Governance and Validator System

Haven1 is maintained by a select group of reputable validators who manage the network under a decentralized consensus model. These validators are responsible for maintaining the network’s integrity and stability, with a governance model that allows for adaptability and responsiveness to the community’s needs.

Haven1 Network Products

The Haven1 Network has the following features:

1. **hSwap.** hSwap is the native exchange protocol on Haven1 testnet that empowers users to trade cryptocurrencies directly from their decentralized wallets, eliminating the need for centralized exchanges. hSwap leverages an automated market maker (“AMM”) system, enabling instantaneous and efficient trading of digital assets.
2. **AMM DEX.** AMM decentralized exchange (“DEX”) is the foundational liquidity and trading hub of the chain, offering robust security and efficiency for trading activities. AMM DEX features (1) deep liquidity pools, (2) incentivized liquidity provisions, and (3) automated liquidity management (“ALM”).

¹ <https://www.coindesk.com/tech/2023/12/27/crypto-users-lost-2b-to-hacks-scams-and-exploits-in-2023-defi-says/>

² The definition of “REKT” is a heavy loss, such as on a trade or investment position.
<https://www.techopedia.com/definition/rekt>

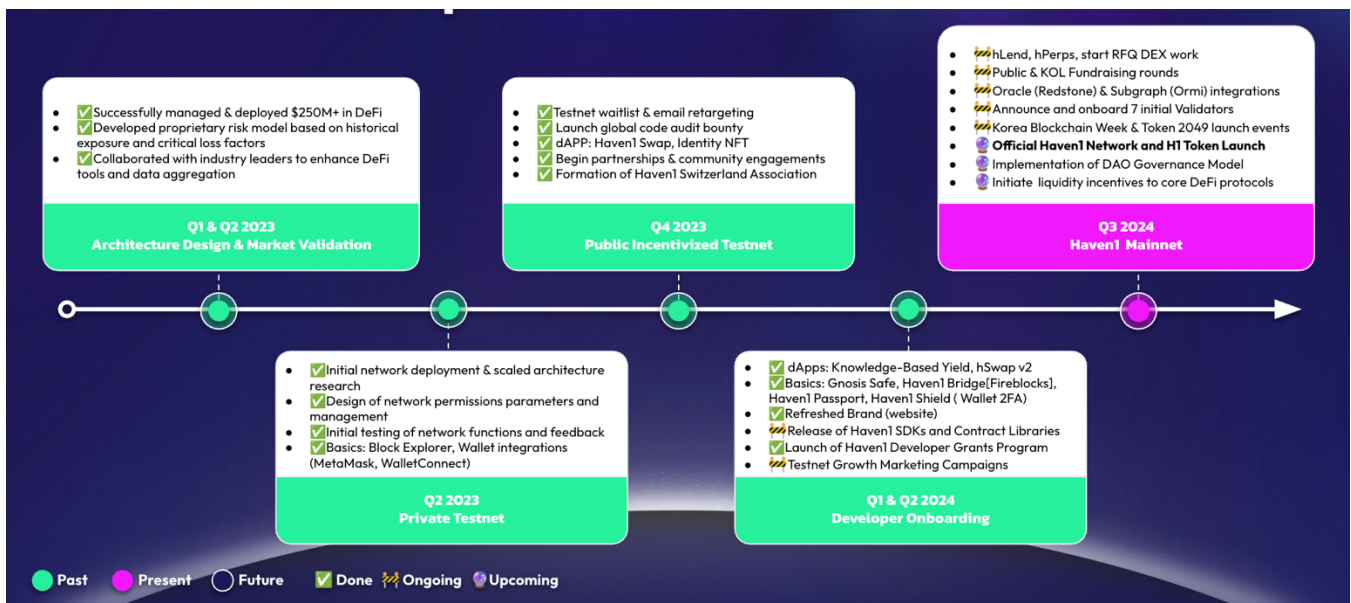
3. **Perpetuals Protocol.** Haven1’s Perpetuals Protocol is an on-chain financial marketplace that offers trading contracts based on the value of underlying cryptocurrencies, allowing traders to engage in the market without the need to own the actual assets. Trading instruments include futures, options, swaps, among others. Traders can speculate on the market and use the Perpetuals Protocol to hedge against market volatility and risk while leveraging opportunities.
4. **NFT Marketplace.** The NFT marketplace is a central hub for creators and collectors, facilitating the minting, buying, and selling of various NFTs.
5. **Haven1 Names.** Haven1 Names is a blockchain-based naming system similar to the Ethereum Name Service (“ENS”) offering users human-readable names that map users’ cryptographic addresses on the Haven1 Network.
6. **hPassport.** hPassport is the key to the Haven1 ecosystem allowing users to verify their identity. The hPassport framework provides security measures against illicit activities by enforcing user identity verification for transaction execution. Once users complete the verification process, they will receive a non-transferable proof of identity in the form of an NFT, which will be stored in the users’ digital wallet. This NFT is the users’ hPassport. Each NFT is unique, meaning that a real-world identity can only be associated with a single NFT.

The Haven1 Network intends to introduce the following products in the future:

7. **RFQ DEX.** Request for Quote (“RFQ”) DEX is designed to revolutionize the way trading is conducted on DEXs by focusing on large block trades and minimizing market impact.
8. **Borrowing and Lending Market.** Haven1’s borrowing and lending market will operate as a permissionless market of both real-world and on-chain synthetic assets for lending and borrowing. Users will be able to generate income by lending out their assets. Borrowers will be able to secure loans using their assets as collateral. All borrowing and lending transactions will be managed through smart contracts.

State of the Project

The following graphic highlights some of the Association’s development efforts to date.



Competition

While there are clear competitors in each of these market segments, far fewer competitors compete with the Association in all sectors. For projects offering products similar to the Association’s products, based on technical implementation and business models, these are some of the competitors currently in the market:

Competitors	Description
Concordium	Non EVM + need a custom wallet (More friction for developers and for users) + Proof of Stake
Plume	Layer 2 on Ethereum using Arbitrum stack (Ethereum network effects but unclear economic models)
Kinto	Layer 2 on Ethereum using Arbitrum stack + Account abstraction smart contract wallet (Ethereum network effects but unclear economic models)

PLAN OF DISTRIBUTION

This Offering of H1 Tokens will be deemed to be fully subscribed once the aggregate purchase amount (of TPAs) meets the Offering Size (see “[Terms of the Offering](#)”).

Distribution of H1 Tokens

The 2,000,000,000 H1 Tokens, consisting of the total minted supply of H1 Tokens, will be distributed as follows:

Allocation	Tokens	%
Community and Partners	900,000,000	45.0%
Haven1 Association	200,000,000	10.0%
Testnet Airdrop	50,000,000	2.5%
Floating Liquidity	100,000,000	5.0%
Core Contributors	300,000,000	15.0%
Investors		
• Early Backers	200,000,000	10.0%
• Public	250,000,000	12.5%
Total Token Allocation:	2,000,000,000	100%

Community and Partners

A total number of 900,000,000 H1 Tokens, equal to 45% of the total network supply of H1 Tokens, is allocated to the Association’s community and partners. H1 Tokens in this distribution category are subject to a vesting schedule, with H1 Tokens under each such grant vesting over forty-eight (48) months commencing on the first (1) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month on the first (1) day of the month following the Token Integration Event, until all such granted H1 Tokens have been vested on the last day of the forty-eighth (48) month following the Token Integration Event.

Haven1 Association

A total number of 200,000,000 H1 Tokens, equal to 10% of the total network supply of H1 Tokens, is allocated to the Association. H1 Tokens in this distribution category are subject to a vesting schedule, with H1 Tokens under each such grant vesting over seventy-two (72) months commencing on the first (1) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month on the first (1) day of the month following the Token Integration Event, until all such granted H1 Tokens have been vested on the last day of the seventy-second (72) month following the Token Integration Event.

Testnet Airdrop

A total number of 50,000,000 H1 Tokens, equal to 2.5 % of the total network supply of H1 Tokens, is allocated to the testnet airdrop of the Association. H1 Tokens will be locked up for a period of one (1) month commencing at the time of the Token Integration Event. H1 Tokens in this distribution category are subject to a vesting schedule, with H1 Tokens under each such grant vesting over twelve (12) months commencing on the second (2) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month on the first (1) day of the month, until all such granted H1 Tokens have been vested on the last day of the thirteenth (13) month following the Token Integration Event.

Floating Liquidity

A total number of 100,000,000 H1 Tokens, equal to 5.0% of the total network supply of H1 Tokens, is allocated to the floating liquidity of the Association. H1 Tokens in this distribution category are not subject to a lock-up period or vesting schedule.

Core Contributors

A total number of 300,000,000 H1 Tokens, equal to 15% of the total network supply of H1 Tokens, is allocated to the Association’s core contributors for their contributions to the Association. H1 Tokens will be locked up for a period of three (3) months commencing at the time of the Token Integration Event. H1 Tokens in this distribution category are subject to a vesting schedule, with H1 Tokens under each such grant vesting over forty-eight (48) months commencing on the first (1) day of the fourth (4) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month, until all such granted H1 Tokens have been vested on the last day of the fifty-first (51) month following the Token Integration Event.

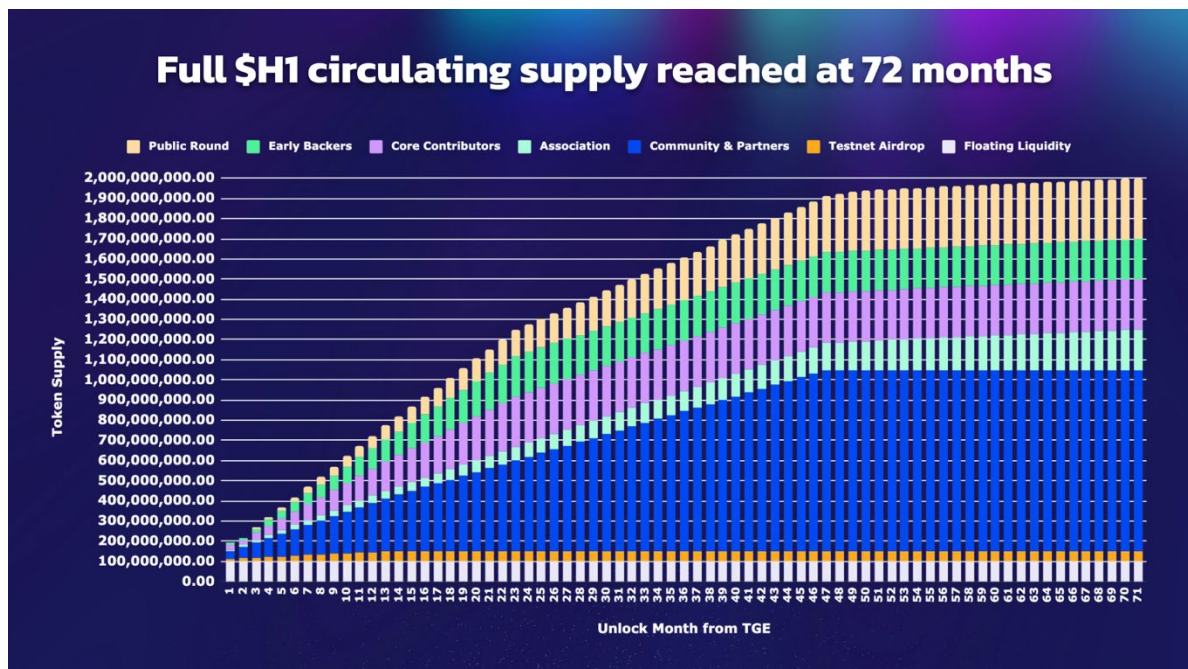
Investors

A total number of 450,000,000 H1 Tokens, equal to 22.5% of the total network supply of H1 Tokens, is allocated to the investors of the Association for their capital contributions to the Association. Lock-up and vesting schedules in this distribution category are as follows:

- **Early Backers.** H1 Tokens will be locked up for a period of three (3) months commencing at the time of the Token Integration Event. H1 Tokens in this distribution category are subject to a vesting schedule, with H1 Tokens under each such grant vesting over twenty-one (21) months commencing on the first (1) day of the fourth (4) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month, until all such granted H1 Tokens have been vested on the last day of the twenty-fourth (24) month following the Token Integration Event.
- **Public.** H1 Tokens sold in this Offering will be locked up for a period of twelve (12) months commencing at the time of the Token Integration Event. H1 Tokens sold in this Offering are subject to a vesting schedule, with H1 Tokens under each such grant vesting over twenty-one (21) months commencing on the first (1) day of the fourth (4) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month, until all such granted H1 Tokens have been vested on the last day of the twenty-fourth (24) month following the Token Integration Event.

H1 Token Supply Release Schedule

The figure below shows the change in H1 Token supply over time as the H1 Tokens vest as per the terms described above.



Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the H1 Tokens offered hereby because: (i) a purchase of the H1 Tokens involves a number of significant risks (see “Risk Factors”); (ii) no market for the H1 Tokens currently exists; and (iii) there is no established trading market for the H1 Tokens and it is possible that a robust public market will never develop for the H1 Tokens. The sale of H1 Tokens as described herein is intended to be exempt from registration under the Securities Act and applicable state securities laws.

This Offering is limited solely to Purchasers who are “accredited investors” as defined in Regulation D under the Securities Act, meaning only those persons or entities coming within the definition in Rule 501 of Regulation D, including, *among others*, any one or more of the following categories:

- (i) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, 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 person(s) that are accredited investor(s);
- (ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- (iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of \$5,000,000;
- (iv) Any director or executive officer of the Company;
- (v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds \$1,000,000;
- (vi) Any natural person who had an individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;
- (vii) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
- (viii) Any entity all of whose equity owners are accredited investors;
- (ix) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (x) 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;
- (xi) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
- (xii) Any "family office" as defined in rule 202(a)(11)(G)-1 under the Investment Advisors Act of 1940"
 - a. With assets under management in excess of \$5,000,000;
 - b. That is not formed for the specific purposes of acquiring the securities offered, and
 - c. 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; or
- (xiii) Any "family client," as defined in rule 202(a)(11)(G)01 under the Investment Advisors Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

The term "net worth" means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income. As a condition to completing a purchase of the Tokens, you will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as

described above, and provide certain documentation in support of such representation. See the section titled “Regulation D Rule 506(c) Investor Verification Standards” in this Private Placement Memorandum for additional information.

The term “net worth” means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income. As a condition to completing a purchase of the Tokens, you will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and provide certain documentation in support of such representation. See the section titled “Regulation D Rule 506(c) Investor Verification Standards” in this Private Placement Memorandum for additional information.

You must also represent in writing that you are (i) purchasing the TPA for your own account not for the account or benefit of others and not with a view of reselling or distributing the H1 Tokens, (ii) not domiciled or a citizen of a country in which cryptocurrency offerings are illegal, and (iii) not from countries which the Office of Foreign Assets Control (“OFAC”) has deemed a “sanctioned” country

Other Requirements

In addition to submitting documentation to confirm one’s status as an “accredited investor”, all potential purchasers of the H1 Tokens will need to complete requisite know-your-customer and anti-money laundering procedures to purchase H1 Tokens.

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act imposes anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all United States brokerage firms have been required to have comprehensive anti-money laundering programs in effect.	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism.	The use of the United States financial system by criminals to facilitate terrorism or other crimes could taint our financial markets. According to the United States State Department estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.

Patriot Act; Anti-Money Laundering; OFAC.

Each Purchaser should check the Office of Foreign Assets Control (“OFAC”) website at <http://www.treas.gov/ofac> before making the following representations. Each Purchaser shall be required to make the following representations and warranties in the applicable purchase agreement:

- a) The Purchaser represents that (i) no part of the funds used by the Purchaser to acquire the Interests or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Issuer by the Purchaser and no distribution to the Purchaser shall cause the Issuer to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Issuer may prohibit capital contributions, restrict distributions, or take any other reasonably necessary or advisable action with respect to the Interests, and the Purchaser shall have no claim, and shall not pursue any claim, against the Issuer or any other person in connection therewith. U.S. federal regulations and executive orders administered by 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 OFAC

prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “**OFAC Programs**”) prohibit dealing with individuals³ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

- b) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Issuer may not accept any amounts from a prospective purchaser if such prospective purchaser cannot make the representation set forth in this paragraph. The Purchaser agrees to promptly notify the Issuer should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Issuer may be obligated to “freeze the account” of the Purchaser, either by prohibiting additional purchases from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Purchaser’s identity to OFAC. The Purchaser further acknowledges that the Issuer may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Issuer reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Issuer or any broker or any of the Issuer’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.
- c) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure⁴, or any immediate family⁵ member or close associate⁶ (4) of a senior foreign political figure, as such terms are defined in the footnotes below.
- d) If the Purchaser is affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Issuer that: (1) the Foreign Bank has a fixed address, other than 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 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.
- e) The Purchaser acknowledges that, to the extent applicable, the Issuer will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the “**FATCA Provisions**”). In furtherance of these efforts, the Purchaser agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Issuer may request in order to comply with the FATCA Provisions. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Purchaser and such (including, without limitation, required withdrawal), and the Purchaser shall have no claim, and shall not pursue any claim, against the Issuer or any other person in connection therewith.

³ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

⁴ A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

⁵ “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁶ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

The Association is entitled to rely upon the accuracy of each of your representations. The Association 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 Association, but the Association 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 H1 Tokens the representations concerning Purchaser's compliance with the OFAC Programs becomes untrue, the Association may be required to take certain actions, including refusal to deliver the H1 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 H1 Tokens

H1 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 Integration Event, the H1 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 Association, ODB, and the applicable Purchaser.

Prior Offerings

In June 2024, as part of the Association's Pre-Seed sale of H1 Tokens, the Association sold rights to 150,000,000 H1 Tokens for the consideration of approximately \$0.015 per H1 Token pursuant to certain Token Purchase Agreements.

Between April and October of 2024, as part of the Association's Seed sale of H1 Tokens, the Association sold rights to 34,822,222 H1 Tokens for the consideration of approximately \$0.030, \$0.045, and \$0.075 per H1 Token pursuant to certain Token Purchase Agreements.

In July 2024, as part of the Association's KOL sale of H1 Tokens, the Association sold rights to 1,333,333 H1 Tokens for the consideration of approximately \$0.075 per H1 Token pursuant to certain Token Purchase Agreements.

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The H1 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 H1 Tokens, if issued, and that restrict the H1 Tokens' resale. **The H1 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 H1 Tokens hereunder. In addition, holders of H1 Tokens will not be able to transfer their H1 Tokens until such H1 Tokens have been released from any delivery restrictions to which they are subject.**

Procedures for Subscribing

We plan to market this Offering to potential Purchasers through the Republic Platform. We will hold an initial closing on any number of Interests at any time during the Offering Period after ODB has received notification that the terms have been met and, upon ODBs approval, we may hold one or more additional closings until we determine to cease having any additional closings during the Offering Period. We will close on proceeds based upon the order in which they are received. We will consider various factors in determining the timing of any additional closings following the initial closing, including the amount of proceeds received at the initial closing and any prior additional closings.

Closing Requirements

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 Association, 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 an "accredited investor" under Regulation D 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 (collectively, the "**Closing Requirements**").

The proceeds of this Offering will be disbursed to the Association intermittently throughout the closing process, provided that all applicable Closing Requirements associated with such proceeds must be satisfied prior to disbursement.

Notice Concerning the Securities Act

The H1 Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the H1 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 H1 Tokens are being initially offered and sold only to (1) "accredited investors" (as defined under Regulation D), in each case, in a private transaction in reliance on, and in compliance with, the exemption from the registration requirements of the Securities Act provided by Rule 506(c) of Regulation D under the Securities Act, and (2) non-U.S. persons in "offshore transactions" in reliance upon Regulation S under the Securities Act.

As used herein, the terms "**United States**", "**U.S. Person**" and "**offshore transactions**" have the meanings given to them in Regulation S 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 Association as follows:

- (1) It understands and acknowledges that (i) the offer and sale of H1 Tokens, has not been and will not be registered under the Securities Act or any other applicable securities law, (ii) the H1 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 H1 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 H1 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.

- (2) 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 in the United States.
- (3) Purchaser must acknowledge that it is an “accredited investor” (as defined in Regulation D) acquiring the TPA, and it is aware that the TPA and the H1 Tokens, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.
- (4) It acknowledges that the execution of a TPA is also the purchase of H1 Tokens, if, as, and when they are issued.
- (5) 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 H1 Tokens may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of until such time as the Association (A) designates or creates a Designated Exchange and notifies H1 tokenholders thereof or (B) notifies H1 tokenholders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.
- (6) It acknowledges that neither the Association, 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 H1 Tokens. It has had access to such financial and other information concerning the Association and the H1 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 Association, and such information has been made available to it.
- (7) It is the H1 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 H1 Tokens, when issued, pursuant to Rule 144A if applicable, Regulation S, or any other exemption from registration available under the Securities Act, in each case, subject to the conditions set forth in (9).
- (8) Each holder of the H1 Tokens acknowledges that the Association is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the H1 Tokens, when issued.
- (9) 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 “**H1 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 REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A “U.S. PERSON” AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

HEDGING TRANSACTIONS INVOLVING THE H1 TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE “REGULATION D LEGEND”): THE HOLDER OF ANY H1 TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH H1 TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE H1 TOKENS (THE “RESALE RESTRICTION TERMINATION DATE”), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, 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, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

THE HOLDER OF THIS TOKEN OR INTEREST BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS TOKEN OR INTEREST CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS INTEREST OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN’S INVESTMENTS.

Each Purchaser of a TPA acknowledges, such Purchaser agrees to be bound by the legends set forth in this paragraph (9) 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.

- (10) It agrees that it will not transfer H1 Tokens unless it is given reasonable assurance that each person to whom it transfers H1 Tokens receives notice of any restrictions on transfer of such H1 Tokens.
- (11) If it is an acquirer in a transaction that occurs outside the United States within the meaning of Regulation S, it acknowledges that until the expiration of the Distribution Compliance Period (as defined in Regulation S under the Securities Act), any offer or sale of the H1 Tokens within the United States or to or for the account or benefit of a U.S. Person by a dealer (whether or not participating in the Offering) may violate the registration requirements of the Securities Act.
- (12) It acknowledges that the Association or its transfer agent, for the H1 Tokens will not be required to accept for registration of transfer any H1 Tokens, except upon presentation of evidence (including an opinion of counsel) satisfactory to the Association and the Transfer Agent, that the restrictions set out therein have been complied with.
- (13) It understands that no action has been taken in any jurisdiction in the United States or elsewhere by the Association that would result in a public offering of the H1 Tokens or the possession, circulation, or distribution of this

Memorandum or any other material relating to the Association or the H1 Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the H1 Tokens will be subject to the transfer restrictions set forth under this “Notice to Purchasers.”

- (14) 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.
- (15) It acknowledges that the Association 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 Association.
- (16) If it is acquiring the H1 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 acknowledgments, representations, warranties, and agreements set forth in this “Notice to Purchasers” section on behalf of each such Purchaser account.
- (17) Either (i) the Purchaser is not acquiring or holding such H1 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 Association 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 H1 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 Association, whether in contract, tort, or other legal or equitable claim, arising out of or relating to this Memorandum, H1 Tokens exceed the amount the Purchase pays to the Association hereunder. The Association 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 H1 Tokens.

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, board members, directors, officers, and controlling persons of the Association pursuant to the foregoing provisions, or otherwise, the Association 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 Association of expenses incurred or paid by a president, board member, director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such president, board member, director, officer, or controlling person in connection with the securities being offered, the Association 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, board members, officers, and directors. At present, there is no pending litigation or proceeding involving our president, board 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.

Indemnification and Control

The Association 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. Republic Capital Adviser LLC (“**Republic Capital**”) an affiliate of ODB and an SEC registered investment adviser may advise vehicles that have invested in securities issued by the Association. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Those other vehicles may have rights of first refusal, preemptive rights, voting rights or other rights in respect of the investment. Further, OpenDeal Portal LLC dba Republic (“**Republic Funding Portal**”) an affiliate of ODB and an SEC registered crowdfunding portal may hold securities issued by the Association earned as a commission for securities crowdfunding services. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Further, Republic Deal Room Advisor LLC dba Republic Deal Room (“**Republic Deal Room**”) an affiliate of ODB, may host offerings in coordination with ODB. Amounts earned by ODB, including but not limited to success-based commissions, placement fees, and closing fees will be retained by ODB and will not offset any fees payable to Republic Deal Room. Further, amounts earned by Republic Deal Room, including but not limited to carried interest, fees associated with an offering, and other related expenses, will not be allocated, assigned, or otherwise paid to ODB.

TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR RECEIPT OF H1 TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS PRIVATE PLACEMENT 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 PRIVATE PLACEMENT 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 H1 TOKENS.

THE TAX TREATMENT OF H1 TOKENS IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR THE ASSOCIATION, ITS AFFILIATES, AND/OR PURCHASERS UPON CERTAIN FUTURE EVENTS. THE ISSUANCE OF H1 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 H1 TOKENS.

ADDENDUM A
FORM OF TOKEN PURCHASE AGREEMENT
HAVEN1
Offering: H1 Tokens

THE OFFER AND SALE OF THE TOKENS (AS DEFINED BELOW) DESCRIBED HEREUNDER HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THIS OFFERING IS BEING MADE ONLY TO ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT). IN RELIANCE ON REGULATION D UNDER THE SECURITIES ACT. THE TOKENS MAY NOT BE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE U.S. STATE AND FEDERAL SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R (“**ODB**”) HAVE INVESTIGATED (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. ODB AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. ODB’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE “RISK FACTORS” SECTIONS OF THE ASSOCIATED PRIVATE PLACEMENT MEMORANDUM. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

STRIPE, INC. (“**STRIPE**”) 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, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT 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.

YOU WILL NOT BE ENTITLED, AS A HOLDER OF TOKENS, TO RECEIVE DIVIDENDS OR VOTE AS A SHAREHOLDER OR BE DEEMED A SHAREHOLDER OF THE ASSOCIATION FOR ANY OTHER PURPOSE, NOR WILL ANYTHING CONTAINED HEREIN BE CONSTRUED TO CONFER UPON YOU, AS SUCH, ANY OF THE RIGHTS OF A SHAREHOLDER OR ANY RIGHT TO VOTE FOR THE ELECTION OF DIRECTORS OR UPON ANY MATTER SUBMITTED TO THE BOARD OF DIRECTORS AT ANY MEETING THEREOF, OR TO GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION OR TO RECEIVE NOTICE OF OR ATTEND SHAREHOLDER OR BOARD MEETINGS, OR TO RECEIVE SUBSCRIPTION RIGHTS OR OTHERWISE.

PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD CAREFULLY REVIEW THE PRIVATE PLACEMENT MEMORANDUM PROVIDED TO YOU IN CONNECTION HERewith, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION. BY ENTERING INTO THIS TOKEN PURCHASE AGREEMENT, YOU REPRESENT THAT YOU HAVE RECEIVED, REVIEWED, AND ACKNOWLEDGE THE RISKS AS DESCRIBED IN THE PRIVATE PLACEMENT MEMORANDUM.

HAVEN1 TOKEN PURCHASE AGREEMENT

<i>Purchaser:</i>	[INSERT NAME]
<i>Agreement Date:</i>	[INSERT DATE OF AGREEMENT]
<i>Purchaser's Network Address for Delivery of H1 Tokens:</i>	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
<i>Purchase Amount/Total Purchase Amount:</i>	[INSERT TOTAL PURCHASE AMOUNT]
<i>Price Per H1 Token:</i>	\$0.03 H1 Token
<i>Purchased H1 Tokens:</i>	[INSERT TOTAL NUMBER OF H1 TOKENS BEING PURCHASED]
<i>Form of Payment:</i>	<p>The Purchase Amount can be paid in US dollars (via credit card), USD Coin (USDC-ERC20), and USD Tether (USDT-ERC20). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. 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 two percent (2.0%) administrative fee for payments made via credit card on the gross principal transaction with a minimum fee of \$7 and a maximum fee of \$300. The fee is added to the total amount of the investment at checkout. Purchasers in the Offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, if permitted by applicable laws (in particular anti-money laundering laws) it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering.</p> <p>Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, if permitted by applicable laws (in particular anti-money laundering laws) 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.</p> <p>If a purchase is rejected for any reason, including if ODB is unable to</p>

	<p>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); subject to permissibility under applicable laws. If a purchase is rejected for any reason, and if permitted by applicable laws (in particular anti-money laundering laws) it will be refunded without interest or deduction save any applicable fees. 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. The Purchaser acknowledges and agrees that, under applicable laws, the Association may not be permitted to refund, or may be obligated to block movement of or transfer received funds to competent authorities.</p>
<p><i>Examples of Fees Incurred During Purchase of H1 Tokens:</i></p>	<p>Below are examples of how fees may impact the total purchase price paid by Purchaser for H1 Tokens:</p> <p>Example 1: Purchaser wants to purchase 10,000 H1 Tokens at \$0.03 per H1 Token using a credit card. The purchase price will be \$300. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of two percent (2.0%) or \$7—here, it will be \$7 for this transaction because two percent (2.0%) is lower, meaning the Purchaser will pay \$307 total for the 10,000 H1 Tokens. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.</p> <p>Example 2: Purchaser wants to purchase 50,000 H1 Tokens at \$0.03 per H1 Token using a credit card. The purchase price will be \$1500. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of two percent (2.0%) or \$7—here, it will be two percent (2.0%) for this transaction because \$7 is lower, meaning the Purchaser will pay \$1530 total for the 50,000 H1 Tokens. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.</p> <p>Example 3: Purchaser wants to purchase 10,000 H1 Tokens at \$0.03 per H1 Token using cryptocurrency. The purchase price will be \$300. Purchaser will <u>not</u> incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.</p>
<p><i>Restricted Period and Delivery Schedule:</i></p>	<p>Prior to the expiration of the one-year period following the TPA purchase (the “Restricted Period”), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or H1 Tokens, unless, where applicable, in compliance with securities laws, including Securities Act Rule 144.</p> <p>H1 Tokens will be delivered to an ERC-20-compatible wallet address designated by each Purchaser in the TPA subject to any delivery</p>

restrictions stated herein.

H1 Tokens sold in this Offering will be locked up for a period of twelve (12) months commencing at the time of the Token Integration Event. H1 Tokens sold in this Offering are subject to a vesting schedule, with H1 Tokens under each such grant vesting over twenty-one (21) months commencing on the first (1) day of the fourth (4) month following the Token Integration Event with H1 Tokens vesting on a linear and continual basis each month, until all such granted H1 Tokens have been vested on the last day of the twenty-fourth (24) month following the Token Integration Event.

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the “*Purchaser*”) of the Total Purchase Price set forth above on or about the date (the “*Effective Date*”) indicated under the Association signature hereto, Haven1, a Swiss not for profit association with registered address at c/o MJP Partners AG, Bahnhofsteasse 20, 6300 Zug, Switzerland (the “*Association*” or “*Haven1*”), hereby issues to the Purchaser, a number of H1 Tokens (as defined below) equal to the number of H1 Tokens Purchased set forth above, on the conditions and subject to the terms set forth below (the “*Terms*”).

1. OFFERING. This Token Purchase Agreement (“*TPA*” or “*Agreement*”) is issued by the Company in connection with the (“*Offering*”) of H1 Tokens by the Company via a series of agreements on substantially similar terms to this TPA (collectively, the “*TPAs*”). Purchaser acknowledges that TPAs may be issued in a series of multiple closings to certain qualified persons and entities, all as determined from time to time by the Company in its sole discretion. By purchasing the H1 Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the H1 Tokens on behalf of an entity (such as its employer), Purchaser represents and warrants that it has the authority to bind such entity to this TPA. In that case, “*Purchaser*” will refer to that legal entity.

PURCHASER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT THE H1 TOKENS PURCHASED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS TPA AND THE DOCUMENTS REFERENCED HEREIN. BY PARTICIPATING IN THIS OFFERING, PURCHASER AGREES TO BE BOUND BY THIS TPA IN ALL RESPECTS.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS TPA, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE ASSOCIATION THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 8.9 “BINDING ARBITRATION” BELOW FOR DETAILS.

2. OFFER AND SALE

2.1 Purchase and Sale. Purchaser hereby agrees to purchase that Number of H1 Tokens Purchased for an aggregate purchase price equal to the Total Purchase Price, each as set forth above. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Purchaser’s investment in whole or in part, along with this TPA for any reason or for no reason. Without limiting any of the foregoing, the valid execution of this TPA shall be conditioned upon the following terms being met: (i) Purchaser’s completion of the purchase commitment process on the online platform maintained by ODB (“*ODB*”), providing technical services which allow the online hosting of the Company’s offering; and (ii) the Company counter-signing this Agreement. For the avoidance of doubt, the Company may round down the number of H1 Tokens Purchased set forth above to zero (0) decimal places.

2.2 Payment. Purchaser covenants and agrees to pay the Total Purchase Price to the Company on or about the Effective Date, and in any case no later than two (2) business days after the Effective Date. Purchaser acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this TPA and the H1 Tokens in the event that Purchaser does not deliver to the Company its signature page to this TPA or the Total Purchase Price, in each case within three business days of the Effective Date.

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

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

- (a) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance Association as defined in Section 2(13) of the Act; any investment Association registered under the Investment Company Act of 1940 or a business development Association as defined in Section 2(a)(48) of that Act; any Small Business Investment Association licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a State or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance association, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (b) any private business development association as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (c) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000; any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer;
- (d) any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase, exceeds \$1,000,000;
- (e) any natural person who has an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (f) any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and
- (g) any entity in which all of the equity owners are accredited investors.
- (h) any entity, of a type not listed in the previous subparagraphs (a), (b), (c), (g), or (h), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- (i) any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (j), the

Commission will consider, among others, the following attributes:

- (i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;
 - (ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
 - (iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and
 - (iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable
- (j) any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
- (k) any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:
- (i) With assets under management in excess of \$5,000,000,
 - (ii) That is not formed for the specific purpose of acquiring the securities offered, and
 - (iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and
- (l) any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (l) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (l)(iii).

Purchaser acknowledges and agrees that, in the event the Company determines that Purchaser does not meet the Company's requirements for purchasers hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, this TPA and the H1 Tokens, notwithstanding Purchaser's compliance with the Terms, delivery of the Total Purchase Price to the Company, or that the Company may have delivered a signature page to this TPA.

- 2.4 Form of Payment.** The Company agrees to accept payment for the Total Purchase Price via U.S. dollars (credit card), USD Coin (USDC-ERC20), and USD Tether (USDT-ERC20). The Company may elect to accept other methods or forms of payment on an as-converted to U.S. dollars basis in its sole discretion. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. These total expenses for Stripe will ultimately be borne by the Company. Any payment for H1 Tokens must be made in full (partial payments or payments broken into separate transactions will not be accepted). Payment will not be accepted in BTC, ETH, or any other form of payment

not listed above. Any payments in unaccepted currencies or other unaccepted methods of transfer will be rejected.

2.5 Processing of Cryptocurrency Payments. Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The purchase will also be subject to certain transaction fees, including gas costs or miner fees.

2.6 Rejected Transactions. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, if permitted by applicable laws (in particular anti-money laundering laws) 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, 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. The Purchaser acknowledges and agrees that, under applicable laws, the Association may not be permitted to refund, or may be obligated to block movement of or transfer received funds to competent authorities.

3. TOKEN DELIVERY

3.1. **Delivery.** In connection with this TPA, the Company, its agents, or its representatives shall deliver to the Purchaser, in full satisfaction of this TPA, the Number of H1 Tokens Purchased set forth above in accordance. For the avoidance of doubt, H1 Tokens will be delivered to Purchaser's Wallet in accordance with the delivery schedule set forth above. The Company will deliver H1 Tokens to the Purchaser's wallet address and the H1 Tokens will subsequently be released from transfer restrictions in accordance with the Restricted Period set forth above.

3.2. **Conditions to Token Delivery.** In connection with, as a condition to, and prior to each delivery of H1 Tokens by the Company to the Purchaser pursuant to Section 3.1, and in each case unless waived in writing by the Company:

3.2.1. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this TPA and the delivery of the H1 Tokens as are reasonably requested by the Company, including documentation to verify Purchaser's status as an "***Accredited Investor***" (as defined in Rule 501 of Regulation D under the Securities Act);

3.2.2. The Purchaser will provide to the Company, in writing, an ERC-20-compatible wallet address ("***Wallet***") to which the Purchaser's H1 Tokens will be delivered;

3.2.3. The Purchaser will complete and deliver all AML and KYC Forms (as defined below) requested by the Company from time to time, including after the Effective Date; and

3.2.4. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates,

instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the restrictions in this Section 3 and/or as shall be requested to comply with the applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

If the Purchaser fails to meet any of the conditions above, the Company may hold the H1 Tokens deliverable hereunder in escrow until such conditions are met, and such escrow will constitute delivery of the applicable number of H1 Tokens in accordance with this instrument notwithstanding that such H1 Tokens remain in escrow.

3.3. **Lock-up.** In addition to any other restrictions required under applicable law, Purchaser agrees that it will not directly or indirectly transfer any H1 Tokens that have not been delivered to the Purchaser in accordance with Section 3.1 (such H1 Tokens being the “*Undelivered Tokens*”), any options to purchase any Undelivered H1 Tokens, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered H1 Tokens, including this TPA. To ensure compliance with the restrictions in this Section 3.3, Purchaser acknowledges that the Company may impose technological lockups or other restrictions on the H1 Tokens. For the avoidance of doubt, all H1 Tokens issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all H1 Tokens to the Purchaser.

3.4. **Claiming H1 Tokens.** H1 Tokens that are purchased by you may be claimed by you only. H1 Tokens are not transferable to any blockchain address prior to the Token Integration Event. Prior to the Token Integration Event of any H1 Tokens, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation, or otherwise), H1 Tokens or any part or the whole of your rights, title or interest under these Terms, including your right to claim those H1 Tokens, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognized by, nor binding on, the Company.

3.5. **Transferability.** Subject to the Restricted Period, if you transfer H1 Tokens to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that H1 Tokens are further transferred (each, a “*New Holder*”) are each deemed to be bound by these Terms as Contributors for the period of time they hold such H1 Tokens, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of H1 Tokens to them, expressly agrees to be bound by these Terms as a Contributor for the period of time they hold H1 Tokens. By transferring any H1 Tokens, you assign all your rights, title, and interest under these Terms to the owner of the wallet or address to which you transfer such H1 Tokens.

3.6. **Absolute Ownership.** The owner of the wallet in which any H1 Tokens are held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of such H1 Tokens for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither the Company nor any other person will be liable for so treating that person as the H1 Tokens’ absolute owner.

3.7. **Written Notice.** The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effectuate the transfer of any H1 Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the Haven1 Network in accordance with clause 3.5 above.

3.8. **Voidability.** Notwithstanding any other provision in this clause 3, the Company reserves the right to treat as void any transfer of H1 Tokens which the Company reasonably believes

to be unlawful for any reason.

4. DEFINITIONS

4.1. “**AML and KYC Forms**” means any and all forms, documents, processes, and procedures, including, for the avoidance of doubt, any electronic verification system or processes, which the Company determines, in its sole discretion, are reasonably necessary for the Company to comply with applicable Anti-Money Laundering Laws.

4.2. “**Applicable Exchange Rate**” means the exchange rate of cryptocurrency payments. The exchange rate is determined largely from the cryptocurrency exchanges with which the Company has relationships at the time an invoice is generated for the Purchaser.

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

4.4. “**Governmental Authority**” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

4.5. “**Anti-Money Laundering Laws**” means the applicable laws, rules and regulations of all jurisdictions in which the Purchaser is located, resident, organized or operates concerning or related to anti-money laundering, including but not limited to those contained in the Bank Secrecy Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “**Patriot Act**”), each as amended and including the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.

4.6. “**Person**” means any individual or legal entity, including a government or political subdivision or an agency or instrumentality thereof.

4.7. “**Network**” means the Haven1 Network and its associated website and services.

4.8. **Reserved.**

4.9. “**Token Integration Event**” means the date when the H1 Tokens are initially broadly publicly released by the Company for use on the Haven1 Network, if ever.

4.10. “**Token**” means the H1 Token, which is used for governance and utility on the Company Platform.

4.11. **Reserved.**

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

5. USE OF PROCEEDS

The Association shall allocate the proceeds from the sale of Tokens, including the Purchase Amount, to the development, maintenance, and expansion of the Network and its associated ecosystem. This will include supporting a secure and scalable infrastructure, modeled on cutting-edge frameworks such as Haven1's REKT-resistant technology. The focus will be on building a robust, EVM-compatible Layer 1 blockchain, integrating advanced security features like identity verification through decentralized passports, two-factor authentication (2FA) for wallet protection, and AI-powered network monitoring for real-time threat detection. The funds will be used to ensure the implementation of the protocol follows best practices in decentralized governance, with validators undergoing rigorous screening to guarantee network integrity and decentralization.

6. PURCHASER REPRESENTATIONS

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

6.2. **Purchase Entirely for Own Account.** This TPA is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this TPA, the Purchaser hereby confirms, that the Tokens to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this TPA, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, Transfer or grant participations to such Person or to any third Person, with respect to any of the Tokens. The Purchaser has not been formed for the specific purpose of acquiring the Tokens.

6.3. **Disclosure of Information.** The Purchaser has sufficient knowledge of and experience in business and financial matters to be able to evaluate the risks and merits purchase of this TPA and of the Tokens and is able to bear the risks thereof. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the Offering of the Tokens with the Company's representatives. The Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper or website.

6.4. **Compliance with Securities, Commodities, & Other Laws.** The Purchaser understands that the Tokens have not been, and will not be, registered under the Securities Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and other applicable state securities laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Tokens may be deemed "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Tokens indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Tokens for resale, and

exemptions from registration and qualification may not be available or may not permit the Purchaser to transfer all or any of the Tokens in the amounts or at the times proposed by the Purchaser. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Tokens, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy. The Purchaser is not registered with the U.S. Securities and Exchange Commission as a broker-dealer, alternative trading system or exchange, and is not a member of the U.S. Financial Industry Regulatory Authority ("**FINRA**") nor is required to be registered with the U.S. Securities and Exchange Commission or is subject to the rules of FINRA. The Purchaser has also been advised that this Agreement has not been approved for trading by the CFTC. The Purchaser represents that it is not purchasing this Agreement on the basis that it is a contract of sale of a commodity for future delivery (or option on such a contract), a swap or any other instrument subject to the CEA. The Purchaser further understands that neither the Company nor any Affiliate is licensed as a money transmitter ("**MT**") or a money services business ("**MSB**"). If the Company or any Affiliate were deemed to be an MT and/or MSB, it would be subject to significant additional regulation. This could lead to significant changes with respect to the Company Platform, how the Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Company's costs in creating and facilitating transactions in the Tokens. It could also lead to the termination of the Tokens. Further, a regulator could take action against the Company or any Affiliate if it views the Tokens and the Network as a violation of existing law. Any of these outcomes would negatively affect the value of the Tokens and/or could cause the Company to cease operations.

6.5. **No Public Market.** The Purchaser understands that no public market now exists for the Tokens; that the Company has made no assurances that a public market will ever exist for the Tokens; and that the Company is under no obligation to register or qualify the Tokens for resale under the laws of any Governmental Authority.

6.6. **Accredited Investor.** Purchaser states that he, she, or it is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Purchaser has been advised that the offer and sale of this instrument and the Tokens have not been registered under the Securities Act, or any U.S. state securities laws and, therefore, cannot be resold unless the resale is registered under the Securities Act and applicable U.S. state securities laws or unless an exemption from such registration requirements is available. The Purchaser is purchasing this instrument and the Tokens to be acquired by the Purchaser hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser hereby confirms that it has taken reasonable steps to verify that such Purchaser is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

6.7. **No Bad Actor.** Neither (i) the Purchaser, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any Company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the voting equity securities of the Purchaser (in accordance with Rule 262 of the Securities Act) is subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act (a "**Purchaser Event**"), and there is no proceeding or investigation pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a

Purchaser Event.

6.8. **Legends.** The Purchaser understands that the Tokens may be deemed to bear any one or more of the following legends: (a) any legend required by the securities laws of any state to the extent such laws are applicable to the Tokens represented by the certificate so legended, and (b): the following legend (and even without such legend the following restrictions apply):

THIS SECURITY (i.e., the TPA) AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE “**H1 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 IT IS NOT A “U.S. PERSON” AND IS NOT ACQUIRING THIS SECURITY FOR THE ACCOUNT OR BENEFIT OF A “U.S PERSON” AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE. HEDGING TRANSACTIONS INVOLVING THE H1 TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING THE H1 TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE “REGULATION D LEGEND”): THE HOLDER OF ANY H1 TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH H1 TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE H1 TOKENS (THE “RESALE RESTRICTION TERMINATION DATE”), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, 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, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

THE HOLDER OF THIS TOKEN OR INTEREST BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS TOKEN OR INTEREST CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS INTEREST OR

TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.

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

6.9. **Waiver of Warranties; Assumption of Risks.** THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS AND RIGHTS THEREIN, INCLUDING THE TOKENS, CAN BE IMMEDIATE AND SUBSTANTIAL. THERE IS NO GUARANTEE AGAINST LOSSES FROM PARTICIPATING IN THE OFFERING. PURCHASER SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING VIRTUAL CURRENCY IS SUITABLE FOR THE PURCHASER IN LIGHT OF THEIR FINANCIAL CONDITION. Purchaser acknowledges that it has carefully read and reviewed the Private Placement Memorandum provided to the Purchaser in connection herewith. Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risks that (i) the technology and economic models associated with the Company's technology will not function as intended; (ii) the Company's technology will fail to attract sufficient interest from developers; (iii) the Company's technology may not be fully developed and may never be released, (iv) the Company and/or third parties involved in the development of the Company's technology may be subject to investigation and punitive actions from Governmental Authorities, and (v) those other risks as detailed in that certain Private Placement Memorandum provided to the Purchaser in connection herewith. Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis. THE ASSOCIATION MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE ASSOCIATION, OR ANY OTHER PERSON ON THEIR BEHALF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ASSUMES ALL RISKS AND LIABILITIES FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE ASSOCIATION, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS. IN DECIDING TO PURCHASE THE TOKENS, YOU ARE NOT RELYING ON THE ADVICE OR RECOMMENDATIONS OF THE ASSOCIATION, ODB OR ANY OTHER THIRD-PARTY, AND YOU HAVE MADE YOUR OWN INDEPENDENT DECISION THAT AN INVESTMENT IN THE TOKENS IS SUITABLE AND APPROPRIATE FOR YOU.

6.10. **Other Applicable Law.** Purchaser represents that they are satisfied as to the full observance of the laws of their jurisdiction in connection with the purchase of the Tokens, including (a) the legal requirements within the Purchaser's jurisdiction for the purchase of the Tokens, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Tokens. The Purchaser's purchase and payment for and continued beneficial ownership of the Tokens will not

violate any applicable laws of the Purchaser's jurisdiction.

6.11. **OFAC.** Neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (a) has conducted thorough due diligence with respect to all its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds, and any due diligence.

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

6.12.1. No payment or other transfer of value to the Company and no payment or other transfer of value to the Company shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC ("**OFAC Regulations**").

6.12.2. No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that Anti-Money Laundering Laws may require the Company to collect documentation verifying the identity and the source of funds used to acquire the Tokens before, and from time to time after, the date of this Agreement.

6.12.3. All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Code as in effect at the time of the payment or other transfer of value. In the event that the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "**Non-U.S. Bank**") in connection with the acquisition of the Tokens, the Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (ii) employs one or more individuals on a full-time basis, (iii) maintains operating records related to its banking activities, (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

6.13. **Additional Information.** The Purchaser will provide to the Company any

information that the Company from time to time determines to be necessary or appropriate (a) to comply with Anti-Money Laundering Laws, anti-terrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and (b) to respond to requests for information concerning the identity and or source of funds of the Purchaser from any Governmental Authority, self-regulatory organization, or financial institution in connection with its anti-money laundering compliance procedures, or to update that information. The Purchaser understands and acknowledges that the Company may be required to report any action or failure to comply with information requests and to disclose the identity to Governmental Authorities, self-regulatory organizations, and financial institutions, in certain circumstances without notifying the Purchaser that the information has been so provided. The Purchaser further understands and agrees that any failure on their part to comply with this Section 5.12 would allow the Company to terminate this TPA and require the forfeiture of any Tokens previously delivered to the Purchaser.

6.14. **Suspicious Activity Reports**. The Purchaser acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by law, a suspicious activity report (“**SAR**”) or any other information with governmental and law enforcement agencies that identify transactions and activities that the Company reasonably determines to be suspicious, or is otherwise required by law. The Purchaser acknowledges that the Company is prohibited by law from disclosing to third parties, including the Purchaser, any SAR filing itself or the fact that a SAR has been filed.

6.15. **Voluntary Compliance**. The Purchaser understands and agrees that, even if the Company is not obligated to comply with any U.S. anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

6.16. **Taxes**. PURCHASER ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE TOKENS IN ANY WAY. PURCHASER HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY USE OF THE TOKENS, OR THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAVE CHOSEN NOT TO DO SO, (B) THE ASSOCIATION HAS NOT PROVIDED PURCHASER WITH ANY TAX ADVICE, AND (C) PURCHASER AGREES TO BE FULLY RESPONSIBLE FOR ANY TAXES RESULTING FROM ANY PURCHASE, HOLDING, EXCHANGE, SALE, STAKING, TRANSFER OR OTHER USE OF THE TOKENS.

6.17. **Additional Warranties**.

(i) The acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser’s constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgement, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;

(ii) Purchaser warrants it is not a statutory corporation, governmental or semi-governmental authority;

(iii) Purchaser has sufficient understanding of the functionality, usage, storage,

transmission mechanisms and intricacies associated with cryptographic tokens (like USDC and USDT), token storage facilities (including digital token wallets), blockchain technology, and blockchain-based software systems;

(iv) Purchaser has obtained sufficient information about the potential future utility of H1 Tokens to make an informed decision to participate in the Token Sale pursuant to these Terms;

(v) Purchaser understands that H1 Tokens confers only a limited potential future right or expectation to use and interact with the Company's Platform as more particularly described on the Company's Platform, and that H1 Tokens confer no other rights of any kind with respect to the Company and/or the Company Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

(vi) If you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these Terms and to enter into a binding agreement with the Company on the terms set out herein;

(vii) if you are making a contribution for the acquisition of H1 Tokens as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

(viii) if you are making a contribution for the purchase of H1 Tokens for or on behalf of an entity or person, you are authorized to accept these Terms and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these Terms to "Purchaser", "your" or "you" is a reference to the entity or person on whose behalf you are authorized to make a contribution);

(ix) You are making a contribution for the purchase of H1 Tokens to potentially use and interact with the Company Platform at a future point in time. You are not making a contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

7. DISCLAIMERS.

7.1. **Wallet.** You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of your Wallet including, without limitation, any loss resulting from errors, typos, and inaccuracies in your wallet address, designating an ERC-20-compatible wallet for the receipt of the Tokens, or depositing one type of digital asset to a wallet intended for another type of digital asset. The Company assumes no responsibility or liability in connection with any such misuse.

7.2. **Smart Contract.** The Company will exercise reasonable endeavors to have its smart contract technology audited and approved by technical experts with regard to both accuracy and security of the underlying code. However, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory, and reputational risks. Accordingly, while any audit conducted may raise the level of security and accuracy of the smart contract technology, you acknowledge, understand, and accept that the audit does not amount to any form of warranty, representation, or assurance (in each case whether express or implied) that the smart contract technology and/or H1 Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of USDC and USDT contributions and/or H1 Tokens.

7.3. **Indemnity.** THE ASSOCIATION SHALL NOT BE LIABLE TO THE PURCHASER, AND THE PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASSOCIATION AND ITS AGENTS AND ADVISORS, AND THE SUCCESSORS AND ASSIGNS OF THE FOREGOING, FROM AND AGAINST, ALL OR ANY PART OF ANY THIRD PARTY CAUSES OF ACTION, CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND EXPENSES) (COLLECTIVELY “***CLAIMS***”) FOR DAMAGES TO OR LOSS OF PROPERTY ARISING OUT OF OR RESULTING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE BAD FAITH OR INTENTIONAL MISCONDUCT OF THE ASSOCIATION.

7.4. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE ASSOCIATION NOR ANY OTHER PARTY INVOLVED IN THE OFFERING WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ACTIVITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS TPA OR THE PURCHASER’S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ASSOCIATION OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL THE ASSOCIATION’S TOTAL LIABILITY TO THE PURCHASER ARISING OUT OF OR IN CONNECTION WITH THIS TPA OR FROM THE PURCHASER’S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING EXCEED THE TOTAL PURCHASE PRICE (AS DENOMINATED IN USD). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE ASSOCIATION AND THE PURCHASER.

7.5. **Class Action Waiver.** Any claim or dispute arising under this TPA will take place on an individual basis without resort to any form of class or representative action (the “***Class Action Waiver***”). THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. Regardless of anything else in this TPA to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator, and Purchaser acknowledges that this Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this TPA.

8. MISCELLANEOUS.

8.1. **Entire Agreement.** This TPA sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings, and agreements, whether oral or written, between them. This TPA is one of a series of similar agreements entered into by the Company from time to time. Any provision of this TPA may be amended, waived, or modified only upon the written consent of the Company and (a) the Purchaser, or (b) the holders of a majority, in the aggregate, of the Total

Purchase Price paid to the Company with respect to all TPAs outstanding at the time of such amendment, waiver or modification; and any amendment, waiver or modification made in accordance with clause (b) shall be binding upon all Purchasers.

8.2. **Title to Tokens; Risk of Loss.** The smart contracts for the Tokens are deployed by the Association from Switzerland and are programmed so that all transactions it executes will be executed in Switzerland. The Purchaser understands and acknowledges that title to, and risk of loss of, Tokens the Purchaser may receive from the Association passes from the Association to the Purchaser in Switzerland upon when the Association has submitted the Purchaser's token receiving address to the smart contract.

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

8.4. **Unwinding.** The Purchaser has no recourse to any refunds of the Purchase Amount. If (i) there is no Token Integration Event on or before 1st October 2025 (the "**Deadline Date**"), or (ii) the Association is subject to a Dissolution Event, the Agreement will be unwound and the Company shall pay Purchasers – subject to permissibility under Swiss bankruptcy and other applicable laws – the Purchase Amount, net of applicable taxes and expenses incurred in connection with (i) the offering of the Tokens, and (ii) the development of the Network until the date of the unwinding ("**Unwinding Payment**"), as soon as reasonably practicable after the Deadline Date or the Dissolution Event. Although the Association will make commercially reasonable efforts to unwind the Agreement and pay the Unwinding Payment, there is no guarantee that any funds will be available for the payment of the Unwinding Payment.

8.5. **No Rights as Member.** The Purchaser is not entitled, as a holder of this TPA, or the Tokens, to vote in the general assembly or be deemed a member of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a member or any right to vote for the election of directors or upon any matter submitted to the board of directors at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive any rights or otherwise.

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

8.7. **Severability.** In the event any one or more of the provisions of this TPA is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this TPA operate or would prospectively operate to invalidate this TPA, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this TPA and the remaining provisions of this TPA will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

8.8. **Governing Law.** This TPA and any action related thereto will be governed by the laws of the Swiss Confederation, without regard to its conflicts of law rules, excluding the provisions of the United Nations Convention on the International Sale of Goods and excluding the conflict of law rules of Swiss private international law

8.9. **Binding arbitration (if you are not a Consumer).** Except if you are Consumer, any dispute, controversy, or claim arising out of, or in relation to, these Terms, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance

with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be three. The seat of arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

8.10. **Dispute Process for Consumers.** If you are a Consumer, you and the Association each irrevocably submit with respect to any Dispute arising out of or related to these Terms to the nonexclusive jurisdiction of the Swiss courts.

8.11. **Additional Assurances.** The Purchaser shall, and shall cause its affiliates to, from time to time, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the Company or are necessary for the Company, upon the advice of counsel, to carry out the provisions of this TPA and give effect to the transactions contemplated hereby, including, without limitation, to enable the Company to register the Tokens, to enable the Tokens to qualify for or maintain an exemption from registration (to the extent any such exemptions are available), to comply with Anti-Money Laundering Laws, or to otherwise complete the transactions contemplated hereby and to comply with applicable laws as then in effect.

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

8.13. **Personal Data.** Pursuant to compliance with applicable laws, the Company may request such information from time to time such as a) your identity; b) your address; c) the source of your wealth; d) the source of funds used for the purposes of purchasing H1 Tokens; and/or e) any other documents or data from which you can be identified (together, your “***Personal Data***”). By accepting these Terms, you understand that your Personal Data can be disclosed to third parties to any extent required for the purposes of compliance with applicable law. You agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- a) the purchase of H1 Tokens and the processing of transactions related to the Token Sale pursuant to these Terms;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) opening, maintaining, or operating a bank account in the Company’s name;
- f) resolving any Disputes with you;
- g) producing summary information for statistical, regulatory, and audit purposes; and/or
- h) any other reasonable purposes in accordance with applicable law.

Under the Data Protection Regulations, you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the

purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

You agree that we may, for the purposes set out in this clause, permit the transfer of your Personal Data to any jurisdiction with an adequate level of data protection, and that by accepting these Terms you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

8.14. **Force Majeure**. Without limitation of anything else in this TPA, the Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this TPA, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, developing and launching the Company's technology, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest or instability; (d) changes to applicable law; or (e) action by any Governmental Authority.

[Signature Page Follows]

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

HAVEN1:

By: _____

Name: Gianluca Ortolani

Title: Member

Email: gian@haven1.org

By: _____

Name: Abhishek Bansal

Title: Member

Email: abhishek@haven1.org

PURCHASER:

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

Wallet Receipt Address: _____

[Signature Page to Token Purchase Agreement]

Exhibit A

Jurisdictional Restrictions

The following list of jurisdictions are “Disqualified Jurisdictions”:

- Afghanistan
- Belarus
- Canada (Ontario and British Columbia)
- Congo
- Cuba
- Democratic Republic of Congo (D.R.C.)
- Democratic People’s Republic of North Korea
- Donetsk People’s Republic (DNR) region of Ukraine
- Dubai
- Islamic Republic of Iran
- Libya
- Luhansk People’s Republic (LNR) region of Ukraine
- Myanmar
- People’s Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Ukraine
- Any jurisdiction in which the entry into this Agreement or the ownership of the H1 Tokens or the use of the Haven1 Network 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.

ADDENDUM B
H1 TOKEN TERMS AND CONDITIONS

HAVEN1
(the “Association”)

Token Terms and Conditions

Last Updated: OCTOBER 25, 2024

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS BEFORE MAKING ANY DECISION TO PURCHASE TOKENS FROM THE ASSOCIATION OR ANY OTHER PERSON AND ACCEPTING THEM AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS AND LIMITATIONS OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR IF YOU ARE A PROHIBITED PERSON THEN YOU ARE NOT PERMITTED TO PURCHASE THE TOKENS FROM THE ASSOCIATION OR ANY OTHER PERSON.

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU REPRESENT TO US THAT YOU AND YOUR FINANCIAL INSTITUTIONS, OR ANY PARTY THAT OWNS OR CONTROLS YOU OR YOUR FINANCIAL INSTITUTIONS, ARE (A) NOT SUBJECT TO SANCTIONS OR OTHERWISE DESIGNATED ON ANY LIST OF PROHIBITED OR RESTRICTED PARTIES, INCLUDING BUT NOT LIMITED TO THE LISTS MAINTAINED BY THE UNITED NATIONS SECURITY COUNCIL, THE U.S. GOVERNMENT (E.G., THE SPECIALLY DESIGNATED NATIONALS LIST AND FOREIGN SANCTIONS EVADERS LIST OF THE U.S. DEPARTMENT OF TREASURY AND THE ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE), THE EUROPEAN UNION OR ITS MEMBER STATES, OR OTHER APPLICABLE GOVERNMENT AUTHORITY AND (B) NOT LOCATED IN ANY COUNTRY TO WHICH THE UNITED NATIONS SECURITY COUNCIL, THE EUROPEAN UNION OR ITS MEMBER STATES, THE UNITED STATES, OR OTHER APPLICABLE GOVERNMENT AUTHORITY HAS EMBARGOED GOODS OR HAS OTHERWISE APPLIED ANY SANCTIONS.

BY PURCHASING TOKENS FROM THE ASSOCIATION OR ANY OTHER PERSON YOU ACKNOWLEDGE THAT YOU HAVE FULLY READ, UNDERSTAND AND IRREVOCABLY ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU MUST ALSO MONITOR THE WEBSITE FOR ANY ANNOUNCEMENTS FROM THE ASSOCIATION AS THEY MAY ADD TO, OR CHANGE, THESE TERMS AND CONDITIONS FROM TIME TO TIME. PLEASE SEE CLAUSE 4 FOR FURTHER INFORMATION.

OTHER THAN TO THE EXTENT SET OUT IN THE INFORMATION MATERIALS, THE TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE, OR EQUIVALENT RIGHTS, OR ANY RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS IN OR RELATING TO THE HAVEN1 NETWORK, THE ASSOCIATION OR ANY AFFILIATE OF THE ASSOCIATION. THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN SWITZERLAND OR IN ANY PERMITTED JURISDICTIONS.

CLAUSE 1. DEFINITIONS

“Accredited Investor” means an Accredited Investor as that term is defined in the United States Code of Federal Regulations at 17 CFR § 230.501 and as otherwise defined by U.S. law and the U.S. Securities and Exchange Commission.

“Affiliates” means with respect to any specified Person, any director, officer, partner, member, agent, advisor or employee of such Person and any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, and for purposes of this definition “control” (including, with correlative meanings, the terms, “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or

indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Law” means the applicable laws, acts, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, sanctions, administrative acts and decrees of any relevant jurisdiction.

“Blockchain” means a type of distributed ledger, comprised of immutable, digitally recorded, data in packages called blocks.

“Business Day” means a day (other than a Saturday, Sunday, or public holiday) on which commercial banks are open for ordinary business in Switzerland.

“Company” means HAVEN1, a Swiss not for profit Association incorporated under the laws of Switzerland, which is the entity initiating the Token Sale and offering the Tokens for purchase in accordance with these Terms and Conditions.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“Information Materials” means documents or other materials issued by the Company in connection with the Tokens from time to time.

“HAVEN1 NETWORK” means the HAVEN1 Network and its associated blockchain, network, website and services.

“Parties” means the Company and You.

“Permitted Jurisdiction” means a jurisdiction that is not a Prohibited Jurisdiction.

“Person” means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.

“Prohibited Jurisdiction” means any jurisdiction identified in Schedule 1.

“Prohibited Person” means any such Person, as determined by the Company in its sole and absolute discretion, that is:

- a. a Person unable to pass the Company’s know-your-client requirements as may be determined by the Company from time to time in its sole and absolute discretion;
- b. a U.S. Person, except an Accredited Investor purchasing Tokens directly from the Company; a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the Laws of, a Prohibited Jurisdiction (irrespective of whether use of a virtual private network or other technical workaround to effect such transaction and avoid detection within a Prohibited Jurisdiction);
- c. an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce’s denied persons or entity list, the United States Department of Treasury’s specially designated nationals or blocked persons lists, the United States Department of State’s debarred parties list, the consolidated sanctions list maintained by the United States Department of Treasury’s Office of Foreign Assets Control any United Nations Security Council sanctions lists or any other sanctions list;

- d. a Person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority;
- e. a Person acting, directly or indirectly, in contravention of any Applicable Law;
- f. a Person in any manner limited or prohibited (or that requires licensing, registration or approval of any kind) from the purchasing, possessing, transferring, using or otherwise conducting a transaction involving any amount of Tokens under Applicable Law;
- g. a Person that has been involved at any time in any type of activity associated with money laundering or terrorist financing or any other applicable anti-corruption or anti bribery statute or has been subject to any investigation or sanction by, or a request for information from, any Governmental Authority relating to money laundering, terrorist financing, corruption or bribery in any jurisdiction or under any Applicable Law; or
- h. a Person that is, unless otherwise disclosed in writing to the Company prior to Your taking part in the Token Sale or acquiring Tokens from any third party, a politically exposed person (“PEP”) as defined by the Financial Action Task Force (or such similar Person under any Applicable Law) as an individual who is or has been entrusted with a prominent public function or an immediate family member or close associate of a PEP or any corporation, business or other entity that has been formed by, or for the benefit of, a PEP or any immediate family member or close associate of a PEP.

“**Terms and Conditions**” means these terms and conditions, including all Information Materials, and any other rules, policies or procedures that may be issued by the Company and published from time to time on the Website, as amended from time to time in accordance with the provisions herein.

“**Token**” means the Company’s cryptographic tokens known as \$H1 Tokens, as described further in the Information Materials and which shall operate in connection with the HAVEN1 Network.

“**Token Sale**” means the offering of Tokens by the Company to Persons that are not Prohibited Persons.

“**U.S. Person**” means a U.S. Person as defined in Rule 902 under the United States Securities Act of 1933 or a U.S. person within the meaning Section 7701(a)(30) of the United States Internal Revenue Code.

“**Website**” means <https://haven1.org/> (as updated or replaced from time to time).

“**You**”, “**Your**” or “**Yourself**” means any Person who from time to time (i) proposes to acquire Tokens from the Company or any third party; or (ii) holds Tokens.

CLAUSE 2. TERMS AND CONDITIONS, STATUS AND ACCEPTANCE

- 2.1. These Terms and Conditions constitute a legally binding obligation on You effective upon the earlier to occur of the date and time: (i) You click the check box on the Website to indicate that You have read, understand and agree to these Terms and Conditions; (ii) the Company or any Affiliate of the Company receives payment for the Tokens from You; or (iii) You receive any Tokens from the Company, any Affiliate of the Company or from any third party.
- 2.2. These Terms and Conditions define the rights and obligations of the Parties in relation to the Tokens and Your purchase and use of the Tokens.
- 2.3. You must carefully read and agree to comply with these Terms and Conditions before purchasing and/or using the Tokens and/or using the HAVEN1 Network.
- 2.4. By purchasing Tokens and/or using the HAVEN1 Network, You are confirming to the Company that You have fully read, understand and irrevocably accept these Terms and Conditions. If You do not

agree with these Terms and Conditions in general or any part of them or have not checked the requisite boxes – after registration fields are completed – acknowledging Your review and acceptance of these Terms and Conditions, You are not permitted to use the HAVEN1 Network or purchase Tokens from the Company, any Affiliate of the Company or from any third party.

- 2.5. For the avoidance of doubt, any acceptance of Your offer to purchase Tokens from the Company or any Affiliate of the Company is conditional upon the Company's satisfaction that You have passed all the Company's relevant anti-money laundering, know your client and other checks relating to Your qualifications to purchase Tokens. In the event that Your offer is rejected by the Company or any Affiliate of the Company, the cryptocurrencies submitted will be returned to You in the original fiat currency or cryptocurrency in which they were received.
- 2.6. You do hereby acknowledge and agree that (i) it is possible that the HAVEN1 Network will not be used by a large number of businesses, individuals, and other organizations and (iii) there will be limited public interest in the HAVEN1 Network and that such lack of interest could negatively impact the Tokens and the HAVEN1 Network.

CLAUSE 3. PURCHASE LIMITATIONS

- 3.1. TOKENS ARE ONLY INTENDED FOR THOSE PERSONS WHO ARE KNOWLEDGEABLE AND EXPERIENCED IN CRYPTOCURRENCIES, BLOCKCHAIN, AND RELATED TECHNOLOGIES AND PROTOCOLS. BY PURCHASING, HOLDING, OR USING TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND YOU AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE ASSOCIATION AND EACH OF ITS AFFILIATES IS NOT LIABLE FOR ANY LOSS THAT YOU MAY SUFFER OR INCUR, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE TOKENS AND THE HAVEN1 NETWORK INCLUDING, WITHOUT LIMITATION, THOSE IDENTIFIED IN CLAUSE 6 OF THESE TERMS AND CONDITIONS AND IN THE INFORMATION MATERIALS.
- 3.2. TOKENS ARE INTENDED TO BE MARKETED, OFFERED AND SOLD ONLY TO PERSONS THAT ARE NOT PROHIBITED PERSONS.
- 3.3. THE MARKETING, OFFERING AND SALE OF TOKENS BY THE ASSOCIATION IS EXPRESSLY BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT THE TOKENS DO NOT REQUIRE THAT A PROSPECTUS BE PREPARED OR THAT OTHER DISCLOSURE REQUIREMENTS BE MET OR WHERE OTHER INVESTOR SAFEGUARDS OR REGULATORY DOCUMENTS OR LICENSING IS REQUIRED IN CONNECTION WITH THE MARKETING, OFFERING AND SALE OF THE TOKENS BY THE ASSOCIATION IN THE PERMITTED JURISDICTIONS. AS AT THE DATE HEREOF THE ASSOCIATION IS NOT LICENSED, REGISTERED OR OTHERWISE REGULATED IN SWITZERLAND OR IN THE PERMITTED JURISDICTIONS IN RELATION TO THE ISSUANCE, OFFERING AND SALE OF TOKENS BY THE ASSOCIATION.
- 3.4. OTHER THAN TO THE EXTENT SET OUT IN THE INFORMATION MATERIALS, THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN SWITZERLAND OR IN ANY PERMITTED JURISDICTIONS. TOKENS ARE NOT INTENDED TO BE SECURITIES IN SWITZERLAND AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH IN SWITZERLAND AND THE OFFER OF TOKENS HAS NOT BEEN REGISTERED WITH ANY GOVERNMENTAL AUTHORITY IN SWITZERLAND OR ANY PERMITTED JURISDICTIONS. YOU ACKNOWLEDGE AND AGREE THAT TOKENS DO NOT REPRESENT ANY STOCK, LOAN CONTRACT, COMMODITY, CURRENCY, SHARE, INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, INSTRUMENT GIVING

ENTITLEMENTS TO SECURITIES, CERTIFICATE REPRESENTING CERTAIN SECURITIES, OPTION, FUTURE OR CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF THE ASSOCIATION, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE ASSOCIATION AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE ASSOCIATION. HOWEVER, WITHOUT LIMITATION TO THE ABOVE, THE ASSOCIATION 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 TOKENS FROM TIME TO TIME.

- 3.5. THE ASSOCIATION RESERVES THE RIGHT TO CANCEL ANY TOKEN PURCHASE AT ANY TIME IN THE ASSOCIATION'S SOLE AND ABSOLUTE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE ASSOCIATION FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD OR OTHER ILLEGAL ACTIVITY.
- 3.6. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS, WHILE OTHER JURISDICTIONS MAY REQUIRE THE ASSOCIATION AND/OR THE TOKENS TO BE LICENSED, REGISTERED, AUTHORISED OR OTHERWISE REGULATED. THE TOKENS MAY BE DEEMED TO BE SECURITIES FOR PURPOSES OF SECURITIES LAWS IN VARIOUS JURISDICTIONS SUCH THAT THE OFFER OR SALE OF TOKENS BY THE ASSOCIATION IN SUCH JURISDICTIONS MAY REQUIRE REGISTRATION OR OTHER STEPS TO BE TAKEN WITH THE RELEVANT REGULATORY AUTHORITIES IN THOSE JURISDICTIONS OR FOR AN EXEMPTION FROM SUCH REGISTRATION OR OTHER STEPS BEING A REQUIREMENT. NO SUCH STEPS HAVE BEEN TAKEN BY THE ASSOCIATION NOR HAS ANY SUCH RELEVANT EXEMPTION BEEN CONFIRMED. SOME OTHER JURISDICTIONS HAVE OR MAY HAVE BEEN EXCLUDED FROM THE TOKEN SALE FOR OTHER REASONS, AS DETERMINED BY THE ASSOCIATION IN ITS SOLE AND ABSOLUTE DISCRETION. PERSONS (NATURAL OR LEGAL) WHO ARE A RESIDENT OR TAX RESIDENT, HAVE A DOMICILE IN OR OTHERWISE HAVE A RELEVANT CONNECTION WITH ANY PROHIBITED JURISDICTION ARE EXCLUDED FROM PARTICIPATING IN THE TOKEN SALE AND POSSESSING AND USING ANY TOKEN. TOKENS MAY NOT BE MARKETED, OFFERED, OR SOLD DIRECTLY OR INDIRECTLY TO ANY PROHIBITED PERSON AND NEITHER THESE TERMS AND CONDITIONS NOR ANY INFORMATION MATERIALS MAY BE SUPPLIED TO ANY PROHIBITED PERSON, OR USED IN CONNECTION WITH THE OFFER OR SALE OF TOKENS BY THE ASSOCIATION TO ANY PROHIBITED PERSON. THE INFORMATION CONTAINED IN THESE TERMS AND CONDITIONS AND/OR, ANY INFORMATION MATERIALS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT, OR SOLICITATION OF AN OFFER TO BUY ANY TOKENS WITHIN A PROHIBITED JURISDICTION OR TO ANY PROHIBITED PERSON. FOR THE AVOIDANCE OF DOUBT, THE LIST OF PROHIBITED JURISDICTIONS MAY BE CHANGED FROM TIME TO TIME, IRRESPECTIVE OF THE AWARENESS OF THE ASSOCIATION AND RELEVANT AMENDMENTS MAY BE MADE TO THESE TERMS AND CONDITIONS. YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND HAVEN1 NETWORK AND PURCHASE TOKENS FROM THE ASSOCIATION OR ANY THIRD PARTY IF YOU ARE NOT A PROHIBITED PERSON. TO THE EXTENT A PROHIBITED PERSON ATTEMPTS TO ENTER INTO THESE TERMS AND CONDITIONS, PURCHASE TOKENS FROM THE ASSOCIATION, OR USE THE HAVEN1 NETWORK, SUCH PURPORTED ACTIVITY IS VOID AND OF NO FORCE OR EFFECT.
- 3.7. Each prospective purchaser of Tokens (whether from the Company or any third party) must comply with Applicable Law in connection with its purchase, holding, use and/or sale of the Tokens,

including the securities laws of such prospective purchaser's jurisdiction of residence or citizenship. Tokens may not be re-offered, resold or transferred, except in a transaction that is compliant with Applicable Law. Any action that is in violation of these restrictions shall be void ab initio and the Company reserves the right to void any Tokens transferred or proposed to be transferred in violation of these provisions. The Company specifically disclaims any losses in value or potential value experienced by any participant resulting from any such restrictions or actions identified hereunder. Each prospective purchaser of Tokens (whether from the Company or any third party) agrees that it will not: (i) directly or indirectly transfer to any U.S. Person any such Tokens; (ii) offer or sell such Tokens in the U.S.; or (iii) directly or indirectly transfer such Tokens if the purchaser has actual or constructive knowledge that the transferee may intend to resell the Tokens in the U.S. or to a U.S. Person.

CLAUSE 4. GENERAL

- 4.1. These Terms and Conditions are effective and binding on You, and the covenants, representations and warranties set out herein are repeated, each time You use the Tokens for any purpose or use or access the HAVEN1 Network or use or access any software on or through the HAVEN1 Network.
- 4.2. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the HAVEN1 Network if You are a Prohibited Person.
- 4.3. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the HAVEN1 Network if You are a U.S. Person.
- 4.4. The Company may change, modify, amend, alter or supplement these Terms and Conditions (each an "**Amendment**") at any time in order to reflect (i) changes to Applicable Law that may be, or which may otherwise become, applicable to the Tokens, (ii) any developments that may otherwise reasonably be capable of materially adversely impacting the Tokens or their offering by the Company; or (iii) as the Company may in good faith deem advisable to protect the reputation of the Company, or the effective operation of the HAVEN1 Network.
- 4.5. Your continued use of the Tokens and/or the HAVEN1 Network after any such Amendment shall constitute Your consent to such Amendment and acceptance of the amended Terms and Conditions (including the Information Materials). If the Company changes, amends, modifies, alters or supplements these Terms and Conditions (including any of the Information Materials), the Company shall publish on the Website such amended version of these Terms and Conditions and/or the Information Materials reflecting such Amendment. The revised Terms and Conditions will be effective from the date of posting on the Website or such other date as indicated in the amended Terms and Conditions. You waive any right You may have to receive specific notice of such Amendment. If You do not agree to the Terms and Conditions in effect when You access or use the HAVEN1 Network, You must stop using the HAVEN1 Network.
- 4.6. These Terms and Conditions and the HAVEN1 Network, and all content herein, therein or thereon, do not (i) constitute an offer or solicitation to sell shares, securities, or any other regulated financial product in any jurisdiction in which such an offer or solicitation is prohibited; and (ii) constitute a sale of newly created virtual assets to the public under Applicable Laws. None of the information or analyses presented herein, therein, or thereon are intended to form the basis for any investment decision.
- 4.7. Subject to Applicable Laws, the Company, in its respective sole and absolute discretion, to refuse to deliver the Tokens You have purchased. In order to seek compliance with (or to seek to mitigate the impact of) any Applicable Law or any other laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts, or decrees of any nation or Governmental Authority, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without

limitation, any Governmental Authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed the Company to apply to or affect the Company, the Token Sale, the HAVEN1 Network or the Tokens, the Company may in their sole and absolute discretion take such steps as they consider necessary or convenient to comply with such matters (which may include, without limitation, the termination of any or all Tokens). In addition, the Company may take such steps as they consider necessary or convenient where they believe or suspect the Tokens may be used, trafficked, or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion, or other unlawful activity or where the Company believes the HAVEN1 Network is no longer viable.

- 4.8. In circumstances where (i) the Company or any Affiliate of the Company is seeking compliance with (or seeking to mitigate the impact of) any law, regulation, regulatory guidance or policy, governmental statement, decree, order, or judicial decision of any jurisdiction, court or authority believed by the Company to apply to or affect the Company or any Affiliate of the Company, the business of the Company or any Affiliate of the Company or the Tokens, or (ii) the Company believes the HAVEN1 Network is no longer viable, then the Company may in its sole and absolute discretion (iii) cancel all or any Tokens and terminate all obligations of the Company in respect of the Tokens, and/or (iv) amend or vary any obligation of the Company in respect of one or more Tokens.
- 4.9. The Website may contain forward-looking statements, which can be identified by the fact that they do not relate strictly to historical or current facts and may include such words as “may,” “will,” “expect,” “intend,” or other expressions of similar meaning, including statements with respect to use of proceeds of any sale of Token, usage of the Tokens and HAVEN1 Network functionality and prospects. These forward-looking statements are based on the current expectations and a number of factors could affect future events. You should carefully review “Risk Factors” in the Information Materials, for a discussion of certain factors that could affect future events implied by any such forward-looking statements and certain other risks associated with a purchase of the Tokens or use of the HAVEN1 Network.

CLAUSE 5. REPRESENTATIONS AND WARRANTIES; COVENANTS

5.1. You represent and warrant that:

- (i) You are not a Prohibited Person;
- (ii) You are not a U.S. Person;
- (iii) You have legal capacity in the jurisdiction where You are a resident and are able to agree and enter into these Terms and Conditions voluntarily and meet all other eligibility and residency requirements, including:
 - a. You have full power, authority, and capacity to comply with these Terms and Conditions; and
 - b. You enter into these Terms and Conditions based on Your own independent judgement and on advice from independent advisers (as applicable).
- (iv) You are fully able and legally competent to access and use the HAVEN1 Network as well as to enter into and comply with these Terms and Conditions (including Clause 5.2 below);
- (v) You will not violate any Applicable Law or any other agreement to which You are a party by entering into these Terms and Conditions or to comply with these Terms and Conditions,

including all conditions, obligations, affirmations, representations, and warranties set forth herein;

- (vi) You will not: (A) directly or indirectly transfer to any U.S. Person any such Tokens; (B) offer or sell such Tokens in the U.S.; or (C) directly or indirectly transfer such Tokens if you have actual or constructive knowledge that the transferee may intend to resell the Tokens in the U.S. or to a U.S. Person;
- (vii) You will not acquire and will not transfer any Tokens within or engage (except as specifically authorized by the Company) in any activity relating to the sale, distribution or any other use of Tokens in any Prohibited Jurisdiction or with any Prohibited Person;
- (viii) You will not transfer directly or indirectly any of Your Tokens to any Person unless the proposed transferee has made the same representations and warranties as set out herein;
- (ix) You have all necessary and relevant experience and knowledge to interact or transact with cryptocurrencies, cryptographic tokens, the HAVEN1 Network, and Blockchain-based systems, have a full understanding of the relevant frameworks of the foregoing, and have obtained sufficient information about the Company, the HAVEN1 Network, and Tokens to enter these Terms and Conditions, and in particular, You have carefully and thoroughly read these Terms and Conditions and the Information Materials;
- (x) You are aware of all the merits, risks (including, without limitation, those set forth in Clause 6 below and in the Information Materials), and any restrictions associated with cryptocurrencies, cryptographic tokens, Blockchain-based systems, and accept responsibility for evaluating purchasing or using the foregoing;
- (xi) If You are purchasing Tokens on behalf of a corporation, Governmental Authority, or other legal entity, You have the right, power, and authority to enter into these Terms and Conditions on behalf of such corporation, Governmental Authority, or other legal entity and bind them to these Terms and Conditions;
- (xii) You are not: (A) identified on, or acting on behalf of any Person identified on, any list of Persons subject to trade or economic sanctions, including but not limited to the list of Specially Designated Nationals and Blocked Persons, or the Consolidated Sanctions List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control, (B) established in, resident in, or otherwise operating from countries or territories subject to U.S. economic sanctions, including any Prohibited Jurisdiction, and (C) otherwise subject to trade or economic sanctions;
- (xiii) You will not access or use the HAVEN1 Network if any Applicable Laws prohibit You from doing so in accordance with these Terms and Conditions;
- (xiv) You are not using and will not use the HAVEN1 Network or Tokens for any illegal or unlawful activity, including, but not limited to, money laundering and the financing of terrorism;
- (xv) You have not entered or agreed to enter into these Terms and Conditions in reliance of any warranty or representation except those specifically set forth in these Terms and

Conditions and You acknowledge and agree that the Company does not make and expressly disclaims all representations and warranties, express, implied or statutory;

- (xvi) the funds You use to purchase Tokens are not the proceeds of any criminal, unlawful, or illegal activity or money laundering or terrorist financing activity, each as interpreted in the broadest terms;
- (xvii) the Tokens You purchase will not be used to facilitate any criminal, unlawful, or illegal activity or to perform any money laundering or terrorist financing activity, each as interpreted in the broadest terms or otherwise in contravention of any Applicable Laws;
- (xviii) You do not seek to purchase Tokens for any unlawful purpose, and in particular that:
 - a. You purchase the Tokens only for the purposes expressly set out and permitted by these Terms and Conditions,
 - b. You purchase the Tokens without any expectation of profit, dividend, capital gain, financial yield or any other return, payment or income of any kind;
 - c. You purchase the Tokens without any reliance on the efforts of the Company, or any third party;
 - d. Your participation in connection with any initiatives with the Token Sale, such as bonuses (if these are implemented at the Company's sole and absolute discretion), is lawful; and
 - e. all information given by You is true, complete, valid, and not misleading in any respect.
- (xix) You will implement reasonable and appropriate measures designed to secure access to: (A) any device associated with You and/or utilized in connection with Your purchase of Tokens, (B) private keys to Your wallet or account and (C) email address, account and Your username, password and any other login or identifying credentials;
- (xx) You are entering into these Terms and Conditions for Your own account and not as a trustee, nominee, representative, or agent, and not with a view to, or for resale in connection with, the distribution thereof, and You have no present intention of selling, granting any participation in, or otherwise distributing the same; and
- (xxi) You will promptly notify the Company if You discover or otherwise suspect any security breaches or defects related to Your account, the HAVEN1 Network, or the Tokens.

5.2. You undertake and agree not to:

- (i) violate or assist any party in violating any Applicable Law or any other law, statute, ordinance, regulation, or any rule of any Governmental Authority;
- (ii) provide false, inaccurate, incomplete, or misleading information to the Company;
- (iii) take or attempt to take any action or claim ownership of any property that infringes or would infringe upon: (A) the Company's intellectual property rights; or (B) any third party's intellectual property rights;

- (iv) distribute unsolicited or unauthorized advertising, promotional or marketing material, or any junk mail, spam, or chain letters;
 - (v) reverse engineer or disassemble any aspect of the Tokens or the HAVEN1 Network for any purpose, including but not limited to, in an effort to access any source code, object code, underlying ideas and concepts, and algorithms;
 - (vi) take any action that imposes an unreasonable or disproportionately large burden or load on the Company's infrastructure (including, but not limited to, servers, networks, data centres and related or like equipment), or detrimentally interfere with, intercept, or expropriate any system, data, or information of the Company;
 - (vii) transmit or upload any material to the HAVEN1 Network that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
 - (viii) attempt to gain unauthorized access to the HAVEN1 Network, other systems of the Company, computer systems, or networks connected to the HAVEN1 Network, including through password mining or any other means; or
 - (ix) transfer any rights granted to You under these Terms and Conditions.
- 5.3. You further represent and warrant that any funds You use to purchase Tokens whether in the Token Sale or otherwise are in each case Your property or You are duly authorized to possess and transact using such funds by the owner of such funds.
- 5.4. You acknowledge and agree that the Company enters into these Terms and Conditions with You in reliance on the representations and warranties set out in this Clause 5.

CLAUSE 6. RISKS OF TOKENS AND LIMITATIONS OF LIABILITIES

- 6.1. You understand and acknowledge that Tokens, Blockchain-based technologies, and other associated and related technologies are not exclusively (or, as appropriate, at all) controlled by the Company and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company's performance under these Terms and Conditions. As such, the purchase of Tokens carries with it a number of risks. Prior to purchasing Tokens, You should carefully consider the risks listed herein and in the Information Materials and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks associated with purchasing and holding of Tokens is unacceptable to You, You should not purchase Tokens. **YOU ACKNOWLEDGE, AGREE, AND ASSUME ALL RISKS ASSOCIATED WITH THESE TERMS AND CONDITIONS AND THE TOKENS INCLUDING, WITHOUT LIMITATION, THOSE RISKS DISCLOSED IN THE INFORMATION MATERIALS.**
- 6.2. You do hereby confirm that You have read and fully understood the "Risk Factors" in the Information Materials and accept the risks identified therein.
- 6.3. There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology, and related technologies.

CLAUSE 7. DISCLAIMER OF WARRANTIES

- 7.1. **THE HAVEN1 NETWORK AND ANY PURCHASED TOKENS ARE PROVIDED TO THE FULLEST EXTENT LEGALLY PERMISSIBLE TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS WITH**

NO WARRANTY OF ANY KIND EITHER, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE HAVEN1 NETWORK AND PURCHASE OF TOKENS.

- 7.2. NONE OF THE ASSOCIATION, THE FOUNDERS OF THE ASSOCIATION OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE HAVEN1 NETWORK, INCLUDING THAT THE HAVEN1 NETWORK OR ANY SERVICES OBTAINED THROUGH THE HAVEN1 NETWORK WILL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE HAVEN1 NETWORK OR THE ASSOCIATION'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR ACCESS TO OR USE OF THE HAVEN1 NETWORK, INCLUDING CRYPTOCURRENCY SERVICES, ASSETS, AND ANY INFORMATION, IMAGES, OR AUDIO CONTAINED OR RELATED TO THE HAVEN1 NETWORK IS AT YOUR OWN RISK.
- 7.3. THE ASSOCIATION DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION, SOFTWARE, SERVICES CONTAINED IN OR PROVIDED BY THE HAVEN1 NETWORK COMPLIES WITH ANY APPLICABLE LAWS OR ACCOUNTING RULES.
- 7.4. YOU UNDERSTAND AND EXPRESSLY AGREE THAT NONE OF THE ASSOCIATION, THE FOUNDERS OF THE ASSOCIATION, OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS REPRESENTS, WARRANT OR GUARANTEES IN ANY WAY THAT TOKENS MIGHT BE SOLD OR TRANSFERRED, OR BE SALEABLE OR TRANSFERABLE, OR THERE IS AN ABILITY OR WILL BE A PROTOCOL TO EXCHANGE TOKENS FOR FIAT CURRENCIES, CRYPTOCURRENCIES OR CRYPTOGRAPHIC TOKENS, DURING OR AFTER THE TOKEN SALE. THE ASSOCIATION FURTHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REGULATORY OVERSIGHT OR THE USE OR SECURITY OF ANY SUCH EXCHANGE.
- 7.5. THE ASSOCIATION DOES NOT GUARANTEE THAT THE HAVEN1 NETWORK CANNOT BE DUPLICATED (EITHER IN PART OR IN FULL) BY A THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION HEREBY EXPRESSLY WARNS YOU THAT YOU SHOULD NOT ENTER, USE OR PURCHASE ANY TOKEN OR TOKENS SIMILAR TO TOKENS FROM ANY SOURCES (OTHER THAN VIA THE ASSOCIATION).
- 7.6. IF APPLICABLE LAW DOES NOT PERMIT ALL OR ANY PART OF THE ABOVE EXCLUSION OF WARRANTIES OR DISCLAIMER OF IMPLIED TERMS IN CONTRACTS TO APPLY TO YOU, THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
- 7.7. IF ANY GUARANTEE, WARRANTY, TERM OR CONDITION IS IMPLIED OR IMPOSED IN RELATION TO THESE TERMS AND CONDITIONS OR ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A "**NON-EXCLUDABLE PROVISION**"), AND THE ASSOCIATION IS ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN THE LIABILITY OF THE ASSOCIATION FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED TO THE FOLLOWING AT THE COMPAY'S OPTION, IN THE CASE OF SERVICES, THE SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

CLAUSE 8. LIMITATION OF LIABILITY

- 8.1. Other than as specified herein, all purchases of Tokens from the Company or any Affiliate of the Company are final and non-refundable. By (i) purchasing Tokens from the Company or any Affiliate of the Company; or (ii) purchasing Tokens from any third party, You acknowledge and agree that none of the Company nor any of the founders of the Company nor any of their past, present or future Affiliates, directors, officers, employees, agents, advisers, successors or permitted assignees (collectively, each a **"Relevant Party"**) are required to (i) provide a refund for any reason other than as specified herein; (ii) ensure any liquidity for the exchange of Tokens; or (iii) ensure You receive money or any other compensation for any Token that is not used or remains unused for any reason.
- 8.2. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, none of the Relevant Parties shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, anticipated savings, profits, or loss of or damage to data, equipment, software, or goodwill, as well as personal injury, pain and suffering, and emotional distress (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), regardless of whether such loss was foreseeable, resulting from:
- (i) the use of, inability to use, or availability or unavailability of the HAVEN1 Network material, information, software, facilities, or content;
 - (ii) Your purchase of Tokens or Your use of them;
 - (iii) any change in the value of Tokens or any cryptocurrency or cryptographic utility;
 - (iv) the ability or inability to sell or transfer Tokens, or the existence or nonexistence of any platform to exchange Tokens for fiat currencies, cryptocurrencies or cryptographic tokens, during or after the Token Sale;
 - (v) any illegal or unauthorized (A) use of the HAVEN1 Network, or (B) purchase or use of Tokens;
 - (vi) Your ability or inability to use the HAVEN1 Network, including, but not limited to, the occurrence or existence of any defect, interruption, deletion of files or emails, delays in the operation or transmission of information to or from the HAVEN1 Network, a Force Majeure Event, communications failure, or theft, destruction or unauthorized access to the Company's records, programs, services, server, or other infrastructure relating to the HAVEN1 Network;
 - (vii) the use of or purchase from any third-party websites (including any website You use to purchase Tokens or who processes the purchase of Tokens on Your behalf) or other Internet resources that copy the HAVEN1 Network or propose to sell Tokens;
 - (viii) the release of any information You provided to the Company or any other Relevant Party;
 - (ix) the resale or exchange or attempted resale or exchange of Tokens for any fiat currency, cryptocurrency, or cryptographic token;
 - (x) the HAVEN1 Network failing to be suitable for the special or particular purpose You intend, or the failure of any images or audio contained or related to the Website or the HAVEN1 Network;
 - (xi) the HAVEN1 Network being infected with any malicious code or viruses;

- (xii) any action stemming from, occurring due to, or otherwise related to a breach of Clause 5 above;
 - (xiii) the actions or omissions of any third-party payment processing entity or platform that You use to purchase Tokens, or Your inability or ability to use such platform or services; and
 - (xiv) the manifestation or materialization of any risk discussed in Clause 6 herein or the Information Materials.
- 8.3. For the avoidance of doubt, this limitation of liability provision shall apply, with full force and effect, in perpetuity for the benefit of the Company and each other Relevant Party, and any other entity that is or becomes the owner of the Company or the HAVEN1 Network, whether such ownership occurs through a sale, merger, other transaction or by the operation of Applicable Law.
- 8.4. If Applicable Law does not permit all or any part of the above limitation of liability in contracts to apply to You, the limitations, exclusions, and disclaimers will apply to You only to the extent permitted by Applicable Law.

CLAUSE 9. INDEMNITY

- 9.1. You do hereby to the fullest extent permitted by Applicable Law indemnify, defend and hold the Company and each other Relevant Party harmless from and against any and all loss, penalty, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by You, or breach or failure by You to comply with any covenant or agreement made by You in these Terms and Conditions or in any other document furnished by You to any of the foregoing in connection with this transaction; (ii) any action instituted by or on behalf of You against the Company or any other Relevant Party that is finally resolved by judgment against You or in favor of the Company or any other Relevant Party; (iii) Your use of the HAVEN1 Network, Tokens or the Website, (iv) Your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities in connection with Your use of the HAVEN1 Network, Tokens or the Website; (v) information or material transmitted through any device associated with Your use of the HAVEN1 Network or Website or purchase of Tokens, even if not submitted by You, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or entity; (vi) any misrepresentation made by You; (vii) the Company's use of information that You submit to us; or (viii) Your violation of the rights of a third party. The remedies provided in this Clause 9 shall be cumulative and shall not preclude the assertion by the Company or any other Relevant Party of any other rights or the seeking of any other remedies against You. This indemnification shall survive any disposition of Your Tokens.

CLAUSE 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Subject to Clause 10.2, You acknowledge as between You and the Company that the Company has valid, unrestricted, and exclusive ownership of all rights, title, and interest to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology, and other intellectual property rights to and subsisting in the HAVEN1 Network, Tokens and the Website. As between You and the Company, the Company is the sole and absolute owner of all intellectual property rights currently in (and modifications to) the Tokens and the Website.
- 10.2. Except as expressly assigned in writing by the Company, all copyright and any other intellectual property of the Company, all content and other materials contained on the HAVEN1 Network or within the Tokens or provided in connection with the HAVEN1 Network or the Tokens, including, without limitation, the intellectual property rights for the HAVEN1 Network and the Tokens and all

text, graphics, visual interfaces, photographs, trademarks, logos, artwork, computer code, designs, structures, selections, methods, algorithms, coordination, and expressions (collectively the “**Company Materials**”) are the exclusive property of the Company.

- 10.3. You may not reproduce, distribute, modify, disassemble, reverse engineer, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Company Materials (the “**Prohibited Actions**”). Except as expressly set forth herein, these Terms and Conditions do not contain any implied license and the Company expressly reserves all rights not granted to You herein, including all rights, title, and interest in the HAVEN1 Network, the Tokens, and any related content.
- 10.4. You will be in breach of these Terms and Conditions if You perform or have performed on Your behalf any Prohibited Action, or if You print, copy, modify, download, or otherwise use or provide any other Person with access to any Company Materials without the express written consent of the Company. Upon such a breach, the Company may (without limiting its other rights and remedies), terminate Your account in its sole and absolute discretion and disable Your access to the HAVEN1 Network, in each case without notice to You. Upon the Company’s request, You shall immediately return or destroy any copies of the Company Materials in Your possession.

CLAUSE 11. THIRD-PARTY CONTENT

- 11.1. The HAVEN1 Network may contain links to third-party websites and services. Such links are provided for Your convenience. The Company shall not be considered to make any recommendation or endorsement of any third-party website or its content, unless expressly stated by the Company. In addition, the Company does not suggest, imply or guarantee the safety, accuracy or reliability of any third-party website or the conformity of such with Your expectations. Furthermore, the Company is not responsible for maintaining any materials referenced from another site, and makes no warranties, recommendation or endorsement for that site or any service provided thereby or thereon. The Company assumes no obligations in the event of any damage or loss, or any other impact, directly or indirectly resulting from Your (or any other Person’s) use of any content, goods or services available on or through any such third-party websites and resources.

CLAUSE 12. APPLICABLE LAW

- 12.1. PLEASE READ THIS CLAUSE CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.
- 12.2. To resolve any dispute, controversy or claim between the Parties arising out of or relating to these Terms and Conditions, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party. Notice to the Company shall be sent through the various channels made available on the Website. Notice to You shall be by email or such other means as the Company may determine from time to time in its sole and absolute discretion. Your notice must include (a) Your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that You are seeking.
- 12.3. All rights and obligations hereunder shall be governed by the Laws of Switzerland, without regard to the conflicts of law provisions of such jurisdiction. The Parties submit to the non-exclusive jurisdiction of the courts of Switzerland and any courts competent to hear appeals from those courts.
- 12.4. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company waive Your and Company’s respective rights to a jury trial.

CLAUSE 13. MISCELLANEOUS

- 13.1. **Third Party Rights.** You hereby acknowledge and agree that each Relevant Party is an intended third-party beneficiary under these Terms and Conditions (and the Company shall hold the benefit of such provisions on trust for each such Relevant Party). However, the parties to these Terms and Conditions may rescind or vary these Terms and Conditions (including, without limitation, any variation so as to extinguish or alter a third party's entitlement to enforce any provisions of these Terms and Conditions) without the consent of any such third party.
- 13.2. **Security.** You must at all times remain the only person who has control over Your private key, digital wallet and any other device associated with the purchase of Tokens and any username, passwords or other login or identifying credentials used by You with respect to the HAVEN1 Network and the Tokens. You must implement reasonable and appropriate measures designed to secure access to any private key, digital wallet or any other device associated with the purchase of Tokens or the use of the HAVEN1 Network. If You transfer any such private key, digital wallet or any other device associated with the purchase of Tokens or the use of the HAVEN1 Network to any third party, You do so at Your own risk and the Company shall not be held responsible for any loss You may suffer as a result of third parties accessing Your private key, digital wallet or any other device associated with the purchase of Tokens or the use of the HAVEN1 Network. In the event that You are no longer in possession and control of any private key, digital wallet or any other device associated with the purchase of Tokens, the use of the HAVEN1 Network and/or if You are unable to provide login or identifying credentials to the Company and/or if the private key file or password respectively become lost or stolen, You may lose all of Your Tokens, access to the use of the HAVEN1 Network and/or the access to Your digital wallet. For the avoidance of doubt, the Company is under no obligation to recover or replace any such lost or stolen Tokens or the access to the use of the HAVEN1 Network and You understand and agree that, subject to the provisions of these Terms and Conditions, all Token purchases are non-refundable and therefore You shall not receive any amount of currency or other compensation for any Tokens purchased and/or lost for whatever reason. Failure to use the HAVEN1 Network correctly and/or to follow the Company's procedures as may be made available from time to time may result in You not receiving any Tokens, losing access to the use of the HAVEN1 Network or losing some or all of the amounts paid in exchange for Tokens, regardless of the purchase date.
- 13.3. **Suspension.** Notwithstanding anything contained herein, the Company reserves the right, without notice and in its sole and absolute discretion, and to the extent possible, to suspend Your right to access the HAVEN1 Network, and all related information and files without liability to You, at its sole and absolute discretion, including but not limited to, in case of Your breach of these Terms and Conditions or if the Company believes You have committed fraud or other misconduct or are a Prohibited Person. Upon any such suspension, all rights and licenses granted to You under these Terms and Conditions will immediately terminate. In the event of any Force Majeure Event, breach of these Terms and Conditions, or any other event that would make the operation or provision of the HAVEN1 Network or related services commercially unreasonable for the Company, the Company may, in its discretion and without liability to You, with or without prior notice, and to the extent possible, suspend Your access to all or a portion of the HAVEN1 Network. To the extent permitted under Applicable Law (including in the event of applicable legislation change or amendment), in the event the Company revokes or attempts to revoke Your right to use or access the HAVEN1 Network the Company shall not be required to provide You with any refund whatsoever.
- 13.4. **Applicability of Securities Laws.** References to the securities laws of any country or actions in compliance with such laws shall not be deemed an admission by the Company that the Tokens are subject to regulation as securities in any jurisdiction.
- 13.5. **Entire Agreement.** Unless otherwise provided, these Terms and Conditions are intended to fully reflect the terms of the agreement between the Parties and shall supersede any previously or

contemporaneously agreed upon terms or understanding. No provision of these Terms and Conditions shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these Terms and Conditions, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these Terms and Conditions will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

- 13.6. **Assignment.** The Company may, at its sole and absolute discretion, assign any of its rights and/or delegate its duties under these Terms and Conditions (including, but not limited to any and all intellectual property rights in or to all technology, software, and code relating to the HAVEN1 Network). You may not assign Your rights or delegate Your duties as a user of the HAVEN1 Network, or as a purchaser of Tokens, and any assignment or delegation without the written consent of the Company, which the Company may withhold at its sole and absolute discretion, shall be null and void.
- 13.7. **Severability.** In the event, any one or more of the provisions of these Terms and Conditions are for any reason held to be invalid, illegal, or unenforceable in any jurisdiction, in whole or in part or in any respect, or in the event that any one or more of the provisions of these Terms and Conditions operate or would prospectively operate to invalidate these Terms and Conditions in any jurisdiction, then and in any such event, such provision(s) shall be deemed modified to the minimum extent necessary so that such provision, as so modified, shall no longer be held to be invalid, illegal or unenforceable. Any such modification, invalidity, or unenforceability shall be strictly limited both to such provision and to such jurisdiction, and in each case to no other. Furthermore, in the event of any such modification, invalidity, or unenforceability, these Terms and Conditions shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question and otherwise as set forth herein.
- 13.8. **Electronic Notices and Use of Information.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (hereinafter - the "**Communications**") that the Company provides in connection with Your use of the HAVEN1 Network. The Company and each of its Affiliates and their respective service providers may further disclose Your information to any of their respective service providers, agents, relevant custodians, or similar third parties for any reason and such Persons may keep Your information for any period of time permitted by Applicable Law. You do hereby consent to such Persons disclosing any of Your information which they hold to any Governmental Authority or prosecuting authority for any reason and without notice to You. You hereby acknowledge and agree to hold the Company and each such Affiliate harmless in respect of any disclosure of information by such Persons in accordance with these Terms and Conditions. For the avoidance of any doubt, the Company and each such Affiliate shall not be liable to You or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure.
- 13.9. **Information Requests.** The Company may determine, from time to time and in its sole and absolute discretion, that it is necessary to obtain certain information about You and Your Affiliates in order to comply with Applicable Laws in connection with Your entry into these Terms and Conditions and Your subsequent holding of Tokens. You agree to provide the Company with such information promptly upon request, and You acknowledge and accept that the Company may refuse to accept Your application until You provide such requested information and the Company has determined that it is permissible for the Company to accept Your application and receive the purchase amount from You under Applicable Law. The Company further reserves the right to request identification documentation from You and Your Affiliates at any time. In the event that You or any such Affiliate does not provide such requested information to the satisfaction of the Company (in its sole and absolute discretion) the Company shall not be bound by the provisions of these Terms and Conditions and shall be entitled to specifically refuse any presentation of Tokens by You to the Company or any other Relevant Party. In the event that You, directly or indirectly, sell, assign, transfers, convey or otherwise dispose of any Tokens You do hereby covenant with the

Company to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Company at the request of the Company from time to time.

- 13.10. **Tax Issues.** The Company makes no representations concerning the tax implications of the sale of Tokens or the possession or use of them. You bear the sole and absolute responsibility to determine if the purchase of Tokens with fiat currency or cryptocurrency or the potential appreciation or depreciation in the value of Tokens over time has tax implications for You in Your home jurisdiction or any other jurisdiction. By purchasing Tokens, and to the extent permitted by Applicable Law, You agree to be solely responsible for any applicable taxes imposed on, and agree not to hold the Company or any of its Affiliates liable for any tax liability associated with or arising from Your purchase, possession, or transfer of Tokens. All fees and charges payable by You to the Company are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon the Company's request, You will provide it any information it reasonably requests to determine whether it is obligated to collect any withholding taxes or value added or similar taxes from You, including any applicable tax identification numbers. If any deduction or withholding is required by Applicable Law, You will notify the Company and will pay the Company any additional amounts necessary to ensure that the net amount that the Company receives, after any deduction and withholding, equals the amount the Company would have received if no deduction or withholding had been required. Additionally, You will provide the Company with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. To the extent the Company is responsible for remitting any withholding taxes or value added or similar taxes, Your allocation of Tokens shall be reduced to the extent such taxes are required to be remitted by the Company. The Company wishes to make You aware that future use of the Tokens by You when transacting with the Company may result in withholding taxes, value added tax and/or similar taxes being imposed. You will be responsible for such taxes, however, where the Company is responsible for remitting taxes, the amount of taxes shall be deducted from the fees otherwise due and payable by You in connection with Your transactions with the Company.
- 13.11. **Force Majeure Events.** The Company shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, pandemic, riot, labor dispute, accident, action of Governmental Authorities, communications, power failure, or equipment or software malfunction, failure, malfunction or outage of any decentralized ledger network upon which the Company relies, or any other cause beyond the Company's reasonable control (each, a "**Force Majeure Event**").
- 13.12. **Compliance Policies.** The Company and its Affiliates strictly follow applicable anti-money laundering (AML), "know your customer" (KYC), and other Applicable Laws in Switzerland. You fully agree to assist the Company in fulfilling the obligations of any Applicable Law and to provide any necessary information that is required from You to the Company or any relevant Governmental Authority.
- 13.13. **Investigations; Cooperation with Law Enforcement.** As permitted by applicable law, the Company reserves the right, without limitation, to: (i) investigate any suspected breaches of the HAVEN1 Network's or Website's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these Terms and Conditions and any applicable additional terms; (iii) use any information obtained by the Company in accordance with its information collection practices in connection with reviewing law enforcement databases or complying with Applicable Laws and use and/or disclose any information obtained by the Company to comply with law enforcement requests, in any relevant jurisdiction, or legal requirements in accordance with its information collection practices; (iv) involve and cooperate with law enforcement authorities, in any relevant jurisdiction; (v) prosecute violators of these Terms and Conditions and any applicable additional terms; and (vi) discontinue the HAVEN1 Network, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts

or registrations that may exist, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to the Company under these Terms and Conditions or any applicable additional terms. Upon suspension or termination of your access to the HAVEN1 Network, or upon notice from the Company, all rights granted to you under these Terms and Conditions, or any applicable additional terms, will cease immediately, and you agree that you will immediately discontinue use of the HAVEN1 Network. The provisions of these Terms and Conditions and any applicable additional terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to the Company in these Terms and Conditions as well as the indemnities, releases, disclaimers, limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, jury trial waiver, and mandatory arbitration.

- 13.14. **Further Assistance.** You shall cooperate with and assist the Company and its Affiliates in connection with any investigation, examination or enquiry by any Governmental Authority. You shall promptly provide the Company and its Affiliates with any documents, certification, record or other materials they may request in connection with such investigation, examination or enquiry.
- 13.15. **Headings.** Headings are for convenience only and shall not be used to limit or construe any provisions of these Terms and Conditions.

* * *

Intellectual Property Notification: This document belongs to the Company and is protected by copyright laws. Its copying and/or use by any third party in full or in part without prior written consent of the Company is strictly prohibited.

If You have any question or notice any bugs, errors or violations You may send any questions regarding the use of the HAVEN1 Network or regarding these Terms and Conditions via the Website.

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 \$H1 Tokens or the use of the HAVEN1 Network 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.

**ADDENDUM C
PURCHASE PROCEDURES**

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 accreditator 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.

We take the security of your information very seriously. The information you provide is sent via secure API to Cognito (formerly BlockScore) and NetVerify, which are two trusted and widely used service providers in the space. We do not retain any of the information on our servers, and access is restricted.

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, and Reg S offerings, 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.

Funds will automatically pull from your account. If there are any issues with completing your payment, please reach out to us at investors@thecapitalr.co.