THE INTERESTS 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 RULE 501 OF REGULATION D UNDER THE SECURITIES ACT.

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.

MYBE INC., d/b/a MYSTANDARD

Private Placement Memorandum

Purchase of MyStandard TOKENS ("$MYST") Regulation D Offering – $171,000

This Private Placement Memorandum (this "***Private Placement Memorandum***" or "***Memorandum***") has been prepared by MyBe Inc., d/b/a MyStandard, a Delaware C Corporation incorporated under the laws of Delaware on January 26, 2021 ("***We***", "***we***", "**MyStandard**," or the "***Company***", interchangeably), for use by certain prospective qualified purchasers (each, a "***Purchaser***" and collectively, the "***Purchasers***") to whom the Company is offering (the "***Offering***") the opportunity to purchase $MYST tokens, the native unit of value built upon the MyStandard platform ("***$MYST Tokens***" or "**Tokens**"), for use on MyStandard and its associated website and services (collectively, the "***MyStandard Platform***"). The foregoing right to acquire $MYST Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the $MYST Tokens (as may be amended, restated and/or otherwise modified from time to time, a "**TPA**"; and together with the $MYST Tokens, the "**Interests**") to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering.

The Company is the sole issuer of any Interests (defined above) being offered and sold pursuant to this Memorandum.

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

The $MYST 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 $MYST Token Terms and Conditions (as defined below). Purchasers of $MYST 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 $MYST Tokens set forth in this Private Placement Memorandum refers to the initial minted supply of 1,000,000,000 $MYST Tokens. The actual number of $MYST Tokens is subject to inflation and may change from time to time and at any time via any forks to the $MYST Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at https://republic.com/mystandard (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), USD Coin (USDC), and USD Tether (USDT) during the Offering Period (as defined in "Terms of the Offering"); provided that the Company 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 financial institution providing cryptocurrency payment processing services to the Offering. The Company 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 Company 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 $MYST Tokens rounded down to two (2) decimal places.

THE INTERESTS RECEIVED (IF ANY) 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 TO "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT). THE INTERESTS MAY NOT BE TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FOREIGN 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, DEBT, OR RESIDUAL INTEREST, SHARE, OR SIMILAR INTEREST IN THE COMPANY.

THE COMPANY WILL NOT BE REQUIRED TO, NOR DO THEY CURRENTLY INTEND TO, OFFER TO EXCHANGE THE $MYST TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE $MYST 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 $MYST 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 $MYST Tokens or receipt of $MYST 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 RULE 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE $MYST 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 $MYST 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 $MYST TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE "RISK FACTORS" BELOW); AND (II) NO MARKET FOR THE $MYST 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. ODB is a registered FINRA/SEC broker dealer. OBD is not purchasing the $MYST Tokens, as such $MYST 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 $MYST Tokens in this Offering.

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

This Offering is being conducted pursuant to Regulation D, 506(c) of the Securities Act and is only available to accredited investors, as defined by 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") (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R OR ANY OF THEIR RESPECTIVE AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE CONNECTION OF EACH OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE "RISK FACTORS" SECTIONS OF THE ASSOCIATED PRIVATE PLACEMENT STATEMENT. 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.

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.

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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 Company, 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 Company to effect its purchase of $MYST Tokens.

This Private Placement Memorandum contains a summary of the Offering, the MyStandard Platform, the $MYST 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 Company reserves the right to modify the terms of the Offering and the $MYST Tokens described in this Private Placement Memorandum are offered subject to the Company's ability to reject any commitment in whole or in part.

Private Placement Memorandum contains a summary of the material terms of the $MYST Tokens. However, the summary of the $MYST Tokens in this Memorandum does not purport to be complete and is subject to and qualified in its entirety by reference to the material terms and conditions summarized in Addendum C attached hereto (the "***$MYST Token Terms and Conditions***"). If any of the provisions of the $MYST 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 $MYST Token Terms and Conditions are subject to the sole discretion of the Company's council (the "***Council***"), in each case without the consent of the holders of the $MYST Tokens.

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

No person has been authorized to make any statements concerning the Company or the delivery of the $MYST 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 MyStandard Platform and the $MYST Tokens that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Company will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this Offering and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the $MYST 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 United States Securities and Exchange Commission (the "***Commission***" or "***SEC***") nor any other U.S. federal, state, or foreign regulatory authority has approved of this Offering. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this 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 $MYST 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 Company and the $MYST Tokens are based largely on current expectations and projections about future events and trends.

These forward-looking statements are subject to a number of known and unknown risks, uncertainties, assumptions, and other important factors, including those described under "Risk Factors", that could cause the actual results, performance, or achievements of the Company or the $MYST 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 MyStandard Platform;

regulatory developments and their effect on the MyStandard Platform, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the MyStandard Platform, both in the U.S. and internationally.

- the ability of the MyStandard Platform 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 Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

The Company cautions prospective purchasers that, although the Company believes that the assumptions on which any such forward-looking statements are based are reasonable, any of those assumptions, current expectations and projections could prove to be inaccurate and, as a result, the forward-looking statements also could be materially incorrect. Prospective purchasers are cautioned not to put undue reliance on forward-looking statements. The Company disclaims any intent or obligation to update publicly such forward-looking statements, whether as a result of new information, future events or

otherwise. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements and risk factors contained throughout this 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 $MYST 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 Company," "we," "us," and "our" in this Private Placement Memorandum refer to the Company. Unless otherwise indicated herein, all references to the number of $MYST Tokens set forth in this Private Placement Memorandum refers to the number of $MYST Tokens that will be created in the initial minting processes.

Company and MyStandard Platform Overview

MyStandard is in the business of creating a blockchain based platform to connect companies and job candidates that rewards candidates directly for sharing their information and gives users total control about what, how, when, and with whom their information is shared. After three years of development, we have completed the architecture, design and construction of a fully-functional platform that meets these needs:

(1) an easy to use an intuitive mobile app, currently available on the iOS AppStore and the Google Play Store, that allows users to securely store and share their professional and resume data;

(2) a web-app that allows companies and organizations to search for candidates and request their data;

(3) a decentralized backend that unites (1) and (2), and ensures candidates are rewarded directly for sharing their data with requesting organizations. We call this platform, MyStandard.

In order for MyStandard to function, candidates need a way to sell the tokens they receive as rewards and organizations need a way to buy tokens in order to pay for the data they receive from candidates.

Terms of Offering

The Company plans to deliver $MYST Tokens after the "Token Integration Event" or "TIE" defined as the date when the $MYST Tokens are initially broadly publicly released by the Company for use on the MyStandard Platform, if ever. It is anticipated that the TIE will occur on or before March 31, 2025 (the "***Deadline Date***"). If there is no TIE on or before the Deadline Date, the Company shall repay Purchasers an amount equal to the Purchase Amount set forth in their applicable TPA (the "***Returned Purchase Amount***"), as soon as reasonably practicable after the Deadline Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the Deadline Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the TPA Purchasers based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount. *See* "Use of Proceeds" below for further discussion of the Company's use of any capital raised in the offering.

In connection with this Offering, we are offering you and certain other prospective purchasers the opportunity to purchase $MYST 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 Company) their status as "accredited investors" under U.S. federal

securities laws via the sale website at https://republic.com/MyStandard. The Company may terminate such sales at any time prior to the sale of any and all $MYST 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

An initial supply of 1,000,000,000 $MYST Tokens will be created in the initial minting processes. For discussion of the impact of inflation on the supply of $MYST Tokens, *see* "Description of the $MYST Token" below.

Private Sales:

SAFE Sale
A total number of 34,290,000 $MYST Tokens, equal to 3.4% of the initial network supply of the $MYST Tokens, is allocated to the initial investors in the Company who participated in the Series SAFE round.

SAFT Sale
A total number of 16,940,349 $MYST Tokens, equal to 1.69% of the initial network supply of the $MYST Tokens, is allocated to the participants in the SAFT Sale.

Public Sales:

Republic Sale (Regulation D – Concurrent Offering)
A total number of 6,000,000 $MYST Tokens, equal to 0.60% of the initial network supply of the $MYST Tokens, is allocated to certain contributors in the Republic Sale (Regulation D). Purchasers will each enter into a TPA with the Company. At the time of entering into the TPA, the Purchaser will designate a network address where such Purchaser wishes to receive delivery of the $MYST Tokens. $MYST Tokens in this distribution category are subject to a vesting schedule. $MYST Tokens will be delivered to compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering.

Republic Sale (Regulation S)
A total number of 24,000,000 $MYST Tokens, equal to 2.40% of the initial network supply of the $MYST Tokens, is allocated to certain contributors in a concurrent offering being conducted on Republic. $MYST Tokens will be delivered to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the forty (40) day period following completion of this Offering.

Liquidity:
63,618,136 (6.36%)
MyStandard aims to have deep liquidity across multiple chains. MyStandard will start with Avalanche, then plans to add ETH, Arb, Base, and Solana.

Community Incentives:
200,000,000 (20%)
These tokens are reserved to encourage users to set up searchable profiles, validate information on themselves, and to be valuable and contributing members of MyStandard. These behaviors include but will not be limited to: using new products and services on MyStandard, engaging with Organizations about job openings, and buying goods and services on the platform. These tokens are initially uncirculated, but become circulated through rewards to users' profiles in a dynamic release. The expectation is no tangible increase of the supply from this dynamic release until 13+ months after TGE taking 10 years to be fully distributed.

Organization Incentives:

200,000,000 (20.00%)

Tokens sold to Organizations for data requests, incentives for network participation and data validation. These tokens are initially uncirculated and find circulation through Organizations sending rewarded or purchased tokens to users' wallets. The expectation is no tangible increase of the supply from these actions until 13+ months after TGE, taking 10 years to be fully distributed.

Validator/Staking Rewards:

250,000,000 (25.00%)

Tokens awarded to Organizations or users who lock their tokens up for a 6% APY reward rate. These tokens are initially uncirculated and find circulation through users or Organizations receiving tokens from staking. MyStandard's Layer1 will require validator rewards as well and the only early release of these tokens will come from an earlier move to an Avalanche Layer1. This portion additionally has refueling mechanics outlined above. These tokens are expected to be sent out over the course of 10 years.

Grants

50,000,000 (5%)

MyStandard will host events, conduct developer outreach, and execute other activities to encourage builders to enhance the platform with new use cases for users' data. These tokens are uncirculated and find circulation through Organizations sending rewarded or purchased tokens to users' wallets. Initially locked for 2 years post-TGE, these tokens are afterwards expected to be sent out over the course of 8 years.

Public Sale:

15,151,515 (1.52%)

Initial supply sold through launchpads and bootstrapping liquidity to Avalanche.

110,000,000 (11%)

Tokens distributed to the core team of MyStandard who started the company from nothing but a vision of empowering users with their sovereign data. These will be locked for 1 year, be options for employees' purchase based on ownership within the company, and be vested for 4 years with a 1-year cliff and monthly vesting afterwards.

Treasury

20,000,000 (2.00%)

- MyStandard will hold a Treasury of tokens that can be used at our discretion. While most crypto-based companies rely on this reserve to sustain their business, MyStandard has a scaling revenue model built into its business and these tokens are not expected to be needed. These tokens are also distributed to Organizations for refunds and promotional purposes at the discretion of the senior management team. In the early stages, while MyStandard's network establishes its footing, promotions to encourage companies to take risks are often needed. These tokens are not locked, require full senior leadership approval to distribute, and find circulation after awarded tokens are sent to users. These tokens are initially uncirculated and find circulation through sale by MyStandard, with an initial lock up of 13 months post-TGE.

Network Testing Rewards:

10,000,000 (1.00%)

3 months after the full network launch MyStandard will test with 5,000,000 $MYST tokens. After 6 months, we will conduct a second wave of testing. Users with more detailed profiles and validated information will receive more testing opportunities.

Overview of Transfer Restrictions Discussed in this Memorandum

This Memorandum describes the legal and contractual transfer restrictions applicable to the $MYST Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under "Notice to Purchasers" and "Addendum C: $MYST Tokens Terms and Conditions" which contain important information regarding the $MYST 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 are qualified by reference to the transfer restrictions set forth under "Notice to Purchasers" and "Addendum C: $MYST Token Terms and Conditions."

TERMS OF THE OFFERING

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

Issuer/Seller:	MyBe Inc, a Delaware Corporation.
TPAs:	The expected number of $MYST Tokens to be sold in this Offering is 600,000 $MYST Tokens, **which the Company has the ability to increase or decrease in its sole discretion**, all of which will be paid out from the Republic Sale (Regulation D) allocation. Any unsold $MYST Tokens can be re-allocated by the Company in its sole discretion.
Purchaser Qualifications:	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 the Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
Offering Size:	US$171,00, subject to increase dependent on demand.
Period of Offering:	December 5, 2024, at 9:00 am Eastern Standard Time ("***EST***") through December 25, 2024, at 12:00 am Pacific Standard Time ("***PST***") (the "***Offering Period***"). Purchasers who are on the Company's "allowlist" are eligible to participate in this Offering starting on December 3, 2024, at 9:00 am EST. The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
Fulfillment Price:	Purchaser may purchase TPAs through the following options (and note that the Company may increase or decrease the initial supply of any option at its discretion, meaning that the ultimate number of $MYST Tokens available for purchase may be higher or lower than the amount displayed below):

" **Allowlist" Regulation D Offering**

Price: US$0.0285/$MYST Token

Delivery Restrictions: 100% of the $MYST Tokens will be released within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering as described below in "Delivery of $MYST Tokens".

	Maximum Supply: 600,000 $MYST Tokens
	Regulation D Offering Delivery Restrictions: 100% of the $MYST Tokens will be released within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering as described below in "Delivery of $MYST Tokens". Maximum Supply: 600,000 $MYST Tokens
Restricted Period:	Prior to the expiration of the one-year period following the TPA purchase (the "Restricted Period"), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or $MYST Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144.
Subscription Amounts:	The minimum investment amount is $100.00 for individual Purchasers and $1000.00 for entity Purchasers. The maximum subscription amount is $100,000.00. Such amounts may be modified by the Company in its sole discretion.
Delivery of $MYST Tokens:	After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering ("***KYC/AML***") or Know-Your-Business ("***KYB***") screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), $MYST Tokens will be delivered to a MyStandard Platform-compatible (MyStandard Station or command-line client) wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering.
Token Exchange:	Following the Token Integration Event, a Purchaser of TPAs will receive $MYST 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/mystandard and be subject to the Offering Documents.

Form of Payment for TPA:

The Purchase Amount can be paid in US dollars (via credit card) USD Coin (USDC), or USD Tether (USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-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 three percent (3.0%) 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, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering.

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

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which

are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded.

Examples of Fees Incurred During Purchase of Tokens:

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

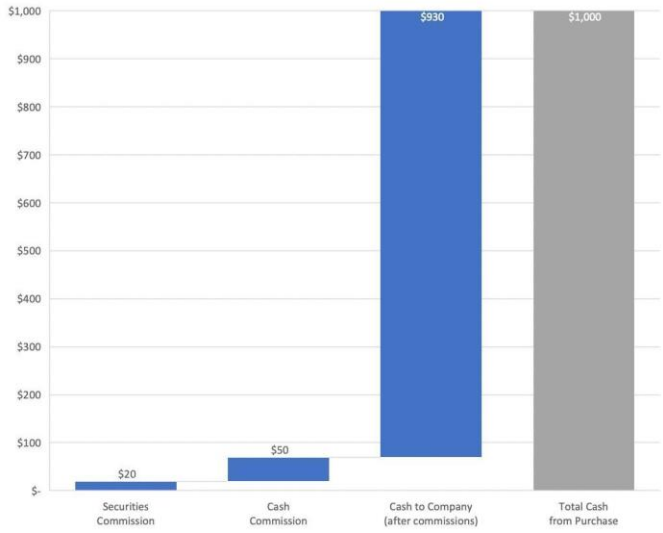
Example 1: Purchaser wants to purchase 1,000 Tokens at $0.0285 per Token using a credit card. The purchase price will be $28.50. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or $7—here, it will be $7 for this transaction because 3.0% is lower, meaning the Purchaser will pay $35.50 total for the 1,000 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 25,000 Tokens at $0.0285 per Token using a credit card. The purchase price will be $712.50. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or $7—here, it will be 3.0% for this transaction because $7 is lower, meaning the Purchaser will pay $ 733.88 total for the 25,000 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.

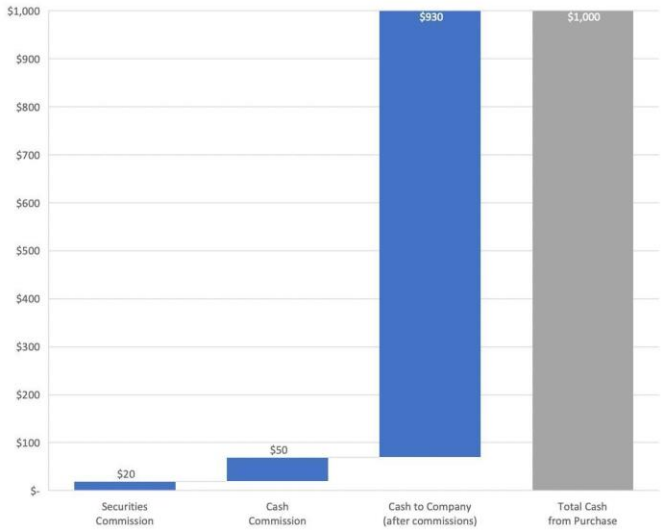
Example 3: Purchaser wants to purchase 25,000 $MYST Tokens at $0.0285 per $MYST Token using cryptocurrency. The purchase price will be $712.50. Purchaser will <u>not</u> incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.

Dissolution Event:	Any of the following events shall be deemed to be a "***Dissolution Event***": (i) a voluntary termination of the operations of the Company, (ii) a general assignment of all or substantially all the Company's assets for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary. Upon the occurrence of either (a) a Dissolution Event prior to the Deadline Date, or (b) the transfer of any $MYST Tokens purchased hereunder pursuant to the Restricted Period, the Company shall pay, after the payment of all other creditors, the Returned Purchase Amount due and payable to the Purchaser immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Purchaser and all holders of all other TPAs (collectively, the "***TPA Parties***"), as determined in good faith by the Company's Council, are insufficient to permit the payment to the TPA Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the TPA Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each TPA Party's respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and the claims of the Purchaser against the Company shall abate accordingly and any further claims of the Purchaser on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.
Documentation:	In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a TPA; (2) completion of Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds by Stripe (collectively, the "***Closing Requirements***").
Governing Law	The TPAs and the underlying $MYST Tokens will be governed by the law of Delaware.

Use of Proceeds:	See "Use of Proceeds".
Republic Service Providers	The Issuer shall pay to ODB (i) a cash fee the greater of (A) $12,000.00 or (B) 5.0% of the dollar value of the securities issued to Investors 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 Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Securities Commission", and together with the Cash Commission, the "ODB Commissions"). Such Securities shall be of the same type as those issued by the Issuer in and through each Offering. ODB will comply with Lock-Up Restriction required by FINRA Rule 5110(e)(1) and FINRA Rule 5110(g). All Securities Commissions due to ODB shall be issued pursuant to the registration exemption provided by Section 4(a)(2) of the Securities Act unless otherwise qualified or registered under such. The Issuer agrees that the Securities Commission can be assigned to ODB's Affiliates at ODB's sole discretion and without notice, and no further consent from the Issuer is needed for this assignment
Graphical Representation of Purchase	For sales in the Offerings up to but not in excess of $240,000 in the aggregate, the Company would pay a flat $12,000 commission and a security commission equivalent to 2.0% of the dollar value of the Securities issued. For example, if the offering yielded $240,000, Company would pay $12,000 in cash commission and $4,800 in securities commission to ODB. A purchase of $1,000 in this Offering under these circumstances would result in approximately $930 to the Company, $50 in cash commission to ODB, and $20 in securities commission to ODB.



When sales in the Offerings exceed $240,000 in the aggregate, the Company will pay the 5% cash commission and a 2% securities commission. An incremental $1,000 purchase in this Offering would result in approximately $930 to the Company, $50 in cash commission to ODB, and $20 in securities commission to ODB.



RISK FACTORS

A purchase of $MYST 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 MyStandard Platform, the $MYST Tokens, and their related operations and prospects could suffer. They

may also be harmed by additional risks and uncertainties not currently known or that we currently do not believe to be material.

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

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

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

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

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

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

The $MYST 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 $MYST Token is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the $MYST Tokens shall be at your own risk. In no event shall the Company be held liable in connection with or for any claims, losses, damages, or other liabilities, whether in contract, tort, or otherwise, arising out of or in connection with the $MYST Tokens or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the MyStandard Platform or the integration of the $MYST Tokens into the MyStandard Platform.

While the $MYST Tokens are available only to contributors that are not Prohibited Persons there is the possibility that $MYST Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring $MYST Tokens and, accordingly, the risk factors set out below may include certain risk factors specific to certain jurisdictions even though the Company will not at present make the $MYST 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 $MYST Tokens Will be Released. Many factors could influence the success of the Company and the $MYST Tokens, some of which are out of the Company's control, and there can be no guarantee that the Company will ultimately be successful in deploying and delivering the $MYST Tokens. The Company may change its plans for issuing the $MYST Tokens for a variety of reasons, including a change in business plan, technological challenges, lack of perceived demand, or other reasons. Finally, if the Company ceases operations, agrees to assign its assets and liabilities to a third party for the benefit of creditors in the case of insolvency, or engages in a liquidation or winding up, it may never issue the $MYST Tokens. If the Token Integration Event does not occur or for other reasons the Company does not issue the $MYST Tokens as planned, Purchasers will not receive some or all of their $MYST Tokens. The Company 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 $MYST Tokens, each of which is dependent on many factors, including many outside the Company's control.

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

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

Risks Associated with the Overarching Blockchain Industry in Which the MyStandard Platform 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 blockbased tokens. The digital assets industries as a whole have been characterized by rapid changes and innovations and are constantly evolving. Although they have experienced significant growth in recent years, the slowing or stopping of the development, general acceptance and adoption, and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the $MYST 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 $MYST 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 $MYST Tokens. If you give us the incorrect address to which to send your $MYST Tokens, we are not responsible for any loss of $MYST 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 $MYST Tokens. The $MYST Token balances are associated with the Purchasers' respective wallets with the Purchasers' respective token public keys, which in turn are associated with Purchasers' specific token private keys. Each Purchaser is responsible for knowing such Purchaser's private key and keeping it safe and a secret. A private key, or a combination of private keys, is necessary to control and use $MYST 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 $MYST Tokens will result in the loss of the Purchasers' $MYST Tokens. The Company will never ask for Purchasers' private keys, and Purchasers should never share any private keys with anyone. Further, the Purchaser is responsible for becoming and staying educated on best practices for securely keeping private keys, protecting any relevant personally identifiable information, and on cybersecurity best practices more generally. Holders of cryptoassets can be targeted by hackers in many ways which are out of our control. Holders' private keys can also be stolen. Any third party that gains access to one or more of Purchaser's private keys, including by gaining access to login credentials of a hosted wallet service used by the Purchaser, may be able to misappropriate Purchaser's $MYST Tokens. The Company has no control over such attacks and cannot stop hackers from stealing private keys of users. The Company will further accept no liability and will not reimburse the Purchaser for any theft of private keys or any malfunction of wallet software. As a result, any loss of the Purchaser's $MYST 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 $MYST 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 $MYST Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the $MYST Tokens and such smart contract systems, including its termination and the loss of $MYST 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 MyStandard Platform and $MYST 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 $MYST Tokens. Regulatory actions could negatively impact the $MYST Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that requires registration, licensing, recordkeeping, reporting, or restriction. The Company may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. The functioning of the $MYST Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the $MYST Tokens, which restrictions could impede, limit, or end the development of the $MYST Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the $MYST 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 $MYST Tokens could be enacted, which could impact the utility of the $MYST Tokens in the

MyStandard Platform. Additionally, users of the MyStandard Platform are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the $MYST Tokens, including the utility of $MYST Tokens with respect to the MyStandard Platform, including any applications that are built in connection with the MyStandard Platform.

The Company may need to obtain approvals from one or more governmental authorities and there is a risk that securing such approvals may delay or prevent the Token Integration Event, the development of the $MYST Tokens and/or the Company's ability to issue the $MYST 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 MyStandard Platform 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 MyStandard Platform 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 $MYST Tokens, including its further development, or the value of the $MYST 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 MyStandard Platform 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 $MYST 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 MyStandard Platform, the $MYST Tokens, suspensions in the operation of the MyStandard Platform, the $MYST Tokens or certain of its components, changes in how the $MYST 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 $MYST Tokens. It could also lead to a decrease in value of $MYST Tokens. In addition, a regulator could take action against us if it views our activity regarding the MyStandard Platform or the $MYST Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the $MYST Tokens and/or could cause the Company to cease operations in certain states or nationwide.

Risk of $MYST Tokens Being Deemed a Futures Contract or Swap. Given the time period between the close of this Offering and delivery of the $MYST Tokens, there is a risk that any deferred delivery arrangement involving a commodity could be viewed as a futures contract or swap transaction under U.S. commodities laws. We believe that this risk is generally a latent one that is mitigated by the Company's obligation to deliver $MYST Tokens shortly after the Token Integration Event to Purchasers who represent and warrant that they are MyStandard Platform users not purchasing with speculative intent and who are otherwise prohibited from transferring the $MYST Tokens before the $MYST Token is launched.

Risk of Litigation and/or Third-Party Claims. From time to time, third parties may assert claims against the Company, its developers, and/or its underlying technology. Regardless of the merit of any legal action or claim, any action that reduces confidence in the Company's long-term viability or the ability of individuals to hold and transfer

$MYST Tokens may adversely affect the MyStandard Platform. Additionally, a meritorious claim could prevent developers from accessing the most up-to-date protocol code or holding or transferring their $MYST Tokens.

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

Assertions by Third Parties of Infringement or other Violation by Us of Their Intellectual Property Rights Could Harm our Ability to Develop the MyStandard Platform and the $MYST 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 MyStandard Platform. 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.

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

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

- 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 $MYST Tokens;
- implement new products and services;
- successfully execute the Company'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 $MYST 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 $MYST Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the $MYST Tokens (including participant behavior) held by the Company or by you may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the $MYST Tokens. Moreover, the Company may not be able to retain full and effective control over how other participants will use the MyStandard Platform, what products or services will be offered through the MyStandard Platform by third parties, or how third-party products and services will utilize $MYST Tokens (if at all). This could create the risk that the $MYST 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 $MYST Tokens into the MyStandard Platform will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the MyStandard Platform and $MYST Tokens, and the potential utility of the $MYST Tokens within the MyStandard Platform.

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

Long-term Viability of Cryptoassets. Cryptoassets, including those like the $MYST 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 $MYST 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 are volatile and the $MYST Tokens may be hard to sell. Further, the value of $MYST Tokens may decrease over time, which may impact interest in, or the success of, the MyStandard Platform. The Company does not control any of these factors, including the ability of the $MYST Tokens to maintain their value over time.

Further Innovations in the Cryptoasset Industry may Cause the $MYST 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 cryptoasset industry include, among other things, the continued worldwide adoption of cryptoassets; governmental and quasi-governmental regulation of cryptoassets and/or cryptoasset 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 cryptoasset industry, the value of holding $MYST Tokens may also be negatively affected.

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

Risks from Taxation. The tax characterization of the $MYST Tokens is uncertain as described above, which may lead to inefficient tax outcomes for Purchasers and/or the Company and/or its affiliates. You must seek your own tax advice in connection with acquiring and holding $MYST 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 $MYST Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, $MYST 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 $MYST Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the $MYST 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 $MYST Tokens, adversely impacting the ability to further derive any usage or functionality from $MYST Tokens. The Company must take appropriate steps to ensure the integrity of its smart contracts, systems, and other vectors of potential attack. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems, and communications. Furthermore, because the $MYST Tokens employ open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the $MYST Token and negatively affect it.

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

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

Risk of Security Weaknesses in the $MYST Tokens. The $MYST Tokens consists, at least in part, of open-source software that may, in turn, be based on other open-source software. There is a risk that the Company or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the $MYST Tokens to interfere with the use of or cause the loss of $MYST 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 $MYST Tokens) by rendering ineffective the cryptographic consensus mechanism that underpins the $MYST Tokens, which could result in the theft, loss, or decreased utility of the $MYST 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 $MYST 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 $MYST Tokens.

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

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

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

Risk of Malfunction in the $MYST Tokens. It is possible that the $MYST Tokens or the MyStandard Platform malfunctions in an unfavorable way, including one that results in the loss of the $MYST Tokens.

Risk Associated with Licensed Third-Party Technology. The $MYST Tokens are created solely for purposes of operating and integrating with the MyStandard Platform.

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

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

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

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

Regulation of (i) tokens (including the $MYST 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 $MYST Tokens and the Company. Other countries may adopt similar approaches. Failure by the Company or users of the $MYST Tokens to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines. New or changing laws and regulations or interpretations of existing laws and regulations would likely have numerous material adverse consequences on the Company and the $MYST 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 $MYST Tokens or impede the activities of the Company.

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

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

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

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

Violation of Policies Risks. Any violation of Company policies and terms and conditions of use, including misuse of the MyStandard Platform and $MYST Tokens, by users and $MYST Tokenholders, may result in unforeseeable adverse impact to the MyStandard Platform out of the Company's control, which may in turn potentially affect the value of $MYST Tokens.

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

Given that such open-source software is generally available to the public, a person or company could establish software technology, and networks, built using the Company's publicly available software. It is possible that those products would be substantially similar to and competitive with the Company's software and technology. If this were to occur, it is possible that the value of the MyStandard Platform and $MYST 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 MyStandard Platform users are likely to be under the age of eighteen. As a result, the Company may have difficulty enforcing the terms of service and other agreements entered into with such individuals that are under the age of eighteen in connection with the operation of the Company's business, the MyStandard Platform, and the distribution of $MYST Tokens.

Risks Associated with Issuance of Additional Tokens. In addition to the $MYST Tokens that may be issued to $MYST Tokenholders that stake MyStandard if and when the Company enables staking, additional $MYST Tokens may be issued in the future in the event the Company, or if $MYST Tokenholders are provided governance rights, $MYST Tokenholders collectively determine it is in the best interest of the MyStandard Platform to do so. If such event occurs, the value of $MYST Tokens may be adversely impacted, and a $MYST Tokenholder's token holding may also be diluted as a result.

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

There may be Occasions when Certain Individuals Involved in the Development of the MyStandard Platform 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 MyStandard Platform or the Company may encounter potential conflicts of interest in connection with the sale of $MYST 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 MyStandard Platform and its code, or other factors. Decisions made by the Company on such matters may be more beneficial for some Purchasers than for others.

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

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

Risks Associated with Potential Public Listings of $MYST Tokens Could Negatively Impact Their Price. The Company may, in the future, list $MYST Tokens on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of $MYST 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 $MYST Tokens while such $MYST Tokens remain subject to a lock-up.

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

Our products have yet to be commercialized. Because of the novelty of the MyBe Inc.'s business model, there is no way to predict all of the risks associated with this unique venture. We may not generate sufficient sales proceeds to pay all of our research, development, marketing, manufacturing and operating expenses, taxes, and debt service requirements. There is no assurance that we will generate any cash flow.

MyBe Inc. is reliant on outside developers to build our initial product offering. MyBe Inc. is outsourcing the development of its initial product development to a third-party developer and is at present unable to do its own development work and so additional capital may be required to complete our first product offering in order to hire internal developers or additional outside development. Our business model relies on a number of new technologies and we may be adversely impacted if we are unable to find outside developers able to build our initial product.

We may not be successful in our efforts to grow and monetize our platform. There is no guarantee that we will be able to successfully convince a sufficient number of businesses and applicants to use our platform. Our initial business model involves taking a percentage of every transaction that occurs on the platform and our profitability will rely on our ability to convince both hiring businesses and job applicants to use our platform in their job search and talent acquisition plans. If we are not successful in attracting a sufficient number of users to our platform we will not be able to achieve profitability.

Our management has limited technical experience and expertise. Our founders and key officers, Adam Zec and Joshua Sklut, have significant experience in the fields of hiring and talent acquisition, but limited technical experience and expertise in key areas that are essential to our business including software development, engineering, and backend infrastructure. There may be technical issues they are unable to anticipate resulting in increased costs and the current plan for the development of our product on a technical level may not be feasible or possible at this time.

Our management has limited entrepreneurial and fundraising experience and expertise. Our founders and key officers, Adam Zec and Joshua Sklut, have not started a business before founding MyBe Inc., and do not have previous experience as entrepreneurs or in raising capital funds for newly formed companies. There may be business issues they are unable to anticipate, resulting in increased costs which would harm our revenue. Additionally, the current business plan for MyBe Inc. may not be feasible or profitable.

Our costs may grow more quickly than our revenue, harming our business and profitability. Providing our products to our users is costly and we expect our expenses to continue to increase in the future as we broaden our user base, as users increase the number of connections and amount of data they share with us, as we develop and implement new product features that require more computing infrastructure, and as we hire additional employees. Our expenses may be greater than we anticipate, and our investments to make our business and our technical infrastructure more efficient may not be successful. In addition, we may increase marketing, sales, and other operating expenses in order to grow and expand our operations and to remain competitive. Increases in our costs may adversely affect our business and profitability.

Our business is highly competitive. Competition presents an ongoing threat to the success of our business. Talent acquisition and job search services is an established business field with a number of large competitors offering similar services including LinkedIn, Indeed, and Robert Half. Each of our competitors already enjoys a strong position in the marketplace and are much better capitalized. These factors may allow our competitors to respond more effectively than us to new or emerging technologies and changes in market requirements. Our competitors may develop products, features, or services that are similar to ours or that achieve greater market acceptance, may undertake more far-reaching and successful product development efforts or marketing campaigns, or may adopt more aggressive pricing policies. As a result, our competitors may acquire and engage users at the expense of the growth or engagement of our user base, which may negatively affect our business and financial results. As we expand into new markets and grow our service offerings we may become subject to additional competition.

The loss of one or more of our key personnel, or our failure to attract and retain other highly qualified personnel in the future, could harm our business. We currently depend on the continued services and performance of our key personnel, including Adam Zec and Joshua Sklut. In addition, many of our key technologies and systems will be custom-made for our business. The loss of key personnel, including members of management as well as key engineering, product development, marketing, and sales personnel, could disrupt our operations and have an adverse effect on our business.

As we continue to grow, we cannot guarantee we will continue to attract the personnel we need to maintain our competitive position. If we do not succeed in attracting, hiring, and integrating excellent personnel, or retaining and motivating existing personnel, we may be unable to grow effectively.

Computer malware, viruses, hacking and phishing attacks, and spamming could harm our business and results of operation. Computer malware, viruses, and computer hacking and phishing attacks have become more prevalent in our industry, have occurred on our systems in the past, and may occur on our systems in the future. Because of our prominence, we believe that we are a particularly attractive target for such attacks. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security, and availability of our products and technical infrastructure to the satisfaction of our users may harm our reputation and our ability to retain existing users and attract new users.

In addition, spammers attempt to use our products to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make MyBe Inc. less user-friendly. We cannot be certain that the technologies and employees that we have to attempt to defeat spamming attacks will be able to eliminate all spam messages from being sent on our platform. As a result of spamming activities, our users may use MyBe Inc. less or stop using our products altogether.

We may have limited intellectual property protection over our products and services. The patentability of software and business methods has been subject to significant changes in the past and may be subject to additional changes in the future. There is no guarantee that any of our products will be patentable inventions or that we will be able to prevent competitors from copying our business model.

Our founders control a voting majority of our stock. As a result of the shares they hold, Adam Zec and Joshua Sklut, our founders, CEO and COO respectively, will be able to exercise voting rights representing a majority of the voting power of our outstanding capital stock following this private placement. As a result, our founders have the ability to control the outcome of matters submitted to our stockholders for approval, including the election of directors and any merger, consolidation, or sale of all or substantially all of our assets. In addition, our founders have the ability to control the management and affairs of our company as a result of their positions as our CEO and COO and have the ability to control the election of our directors. Additionally, in the event that Adam Zec and Joshua Sklut control our company at the time of their death, control may be transferred to a person or entity that he designates as his successor. As a board member and officer, our founders owe a fiduciary duty to our stockholders and must act in good faith in a manner they reasonably believe to be in the best interests of our stockholders. As a stockholder, even as controlling stockholders, our founders are entitled to vote their shares, which may not always be in the interests of our stockholders generally.

Unfavorable media coverage could negatively affect our business. We may receive a high degree of media coverage around the world. Unfavorable publicity regarding, for example, our privacy practices, product changes, product quality, litigation or regulatory activity, or the actions of our users, could adversely affect our reputation. Such negative publicity also could have an adverse effect on the size, engagement, and loyalty of our user base and result in decreased revenue, which could adversely affect our business and financial results.

Improper access to or disclosure of our users' information could harm our reputation and adversely affect our business. Our efforts to protect the information that our users have chosen to add to our platform may be unsuccessful due to the actions of third parties, software bugs or other technical malfunctions, employee error or malfeasance, or other factors. In addition, third parties may attempt to fraudulently induce employees or users to disclose information in order to gain access to our data or our users' data. If any of these events occur, our users' information could be accessed or disclosed improperly. If these third parties or developers fail to adopt or adhere to adequate data security practices or fail to comply with our terms and policies, or in the event of a breach of their networks, our users' data may be improperly accessed or disclosed. Any incidents involving unauthorized access to or improper use of the information of our users could damage our reputation and our brand and diminish our competitive position. In addition, the affected users or government authorities could initiate legal or regulatory action against us in connection with such incidents, which could cause us to incur significant expense and liability or result in orders or consent decrees forcing us to modify our business practices. Any of these events could have a material and adverse effect on our business, reputation, or financial results.

We may not be able to operate if there are certain changed events. Unexpected negative events concerning either the intellectual property, product to be developed, or the economy in general could alter investment conditions to the extent that dilution of existing investors is required in order to raise necessary capital. While the officers have the right to loan additional capital to MyBe Inc., the officers may not be in a position to do so. In such an event, there can be no assurance that the current management team would remain in place or that our business plan would not materially change as a result of a shift in control. Any adverse change in general economic conditions, significant price increases, or adverse occurrences affecting our industry, could have a material adverse effect on us and the results of our operations.

Protecting and enforcing our intellectual property rights could consume monetary funds needed for other company objectives. Protecting and enforcing our intellectual property rights and combating unlicensed copying and use of our intellectual property can be difficult and expensive. Litigation filed by or against us and excessive legal costs could result in insufficient cash available to continue our business objective. Similarly, reductions in the legal protection for our intellectual property rights could adversely affect revenue.

USE OF PROCEEDS

Line Item	Cost
Token Liquidity	$900,000
Product Development	$150,000
Core Team Salary	$110,000
Product Maintenance and Overhead	$40,000
Final Total	**$1,200,000**

The Company estimates that the maximum net proceeds from this Offering and any other contemporaneous $MYST Token offerings on Republic (together, the "***Republic Offerings***") and other services may be approximately $1,200,000 after deducting estimated offering expenses, less any marketing and legal expenses. The Company intends to use the proceeds of the Republic Offerings, net of any federal and state income taxes, as described in the above table, but may determine that the best use of proceeds for our business is for other purposes, including, but not limited to, promoting the development, security, maintenance, and distribution of decentralized protocols, including the MyStandard Platform, fostering the MyStandard Platform developer community, organizing a grant committee to distribute token grants to the MyStandard ecosystem, and organizing and executing research on decentralized blockchain infrastructures. Proceeds from this Offering may be used to compensate or otherwise make payments to officers or directors of the Company in accordance with best market practices for Delaware Corporations.

Accordingly, our management will have broad discretion over the application of the proceeds received from the Republic Offerings and may spend the proceeds from the Offering in ways with which investors may not agree with or that do not yield a favorable return, if at all. We cannot predict whether this allocation invested will yield a favorable return. If management does not invest or apply the proceeds of this offering in ways that benefit the $MYST Tokens, the future value and utility of Purchasers' $MYST Tokens may be adversely affected. Our failure to apply such funds effectively could have a material adverse effect on our business, financial conditions, and results of operations. We cannot specify with certainty all of the particular uses for the net proceeds to be received upon the closing of the Republic Offerings. In addition, the amount and timing of our actual expenditures will depend upon numerous factors. Pending other uses, we may allocate the proceeds to interest-bearing instruments, direct or guaranteed obligations of the U.S. government, crypto assets, or hold as cash.

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

The Company reserves the right to alter the use of proceeds of the Republic Offerings.

MANAGEMENT OF THE COMPANY

Name Age Functional Position

Name	Age	Position	Equity Ownership	$MYST Ownership
Adam Zec	39	President. CEO	41.67%	0 $MYST
Joshua Sklut	52	Vice-President, COO	39.70%	0 $MYST

Officers and Co-Founders

Adam Zec

Adam Zec has 15 years of experience in selling talent acquisition solutions to some of the world's largest companies, having previously worked at Careerbuilder.com and Talent Tech Labs. He has in-depth knowledge of the struggles buyers face with managing budgeting and the pressure from hiring managers. This knowledge and experience have informed the design of MyStandard platform as the Company has worked to create a solution that will be attractive to organizations of all sizes. In addition to his role as an officer for the Company, Joshua also serves as a Director.

Joshusa Sklut

Joshua Sklut has 22 years of recruiting experience and has intimate knowledge of the challenges of acquiring talent as both an in-house recruiting lead and for third-party recruiting firms, having previously worked at Voice.com and Lab49. This knowledge and experience have influenced the design of MyStandard as the Company has worked to develop a solution that will serve the needs recruiters demand in the current market. In addition to his role as an officer for the Company, Joshua also serves as a Director.

Andrew Pierz

Andrew Pierz is a licensed attorney and has served as General Counsel to the Company since its founding. Prior to joining the Company, Andrew worked in private practice serving focusing on intellectual property and civil litigation.

Outside Directors

Carol Gordon

Carol Gordon serves as Vice President of the Global HR Partner Organization at IBM, based in the New York City metropolitan area. With extensive experience in human resources leadership, she is instrumental in aligning HR strategies with organizational goals, emphasizing skills development, employee engagement, and operational excellence. Carol is known for leveraging innovative HR practices to drive workforce productivity and support IBM's transformation into areas like cloud computing and AI.

Johnathan Kestenbaum

Jonathan Kestenbaum, a recognized leader in the talent acquisition field, serves as Managing Director for Tech Strategy and Partnerships at AMS. He is highly regarded for his innovative approach to integrating technology with recruitment processes, emphasizing tailored solutions for diverse hiring challenges. Kestenbaum's expertise includes leveraging platforms like AMS Verified to optimize recruitment technologies and improve candidate experiences across industries. His thought leadership and commitment to advancing hiring practices earned him a spot on the prestigious "40 Under 40" list by Staffing Industry Analyst

Brian Aznar

Brian Aznar is a leader at Republic, where he focuses on the innovative application of blockchain and cryptocurrency technologies to expand access to financial markets. His work includes driving the development of solutions like the Republic Note, a blockchain-based digital security aimed at democratizing investment opportunities. Aznar's expertise lies in leveraging tokenization and decentralized finance to create more inclusive systems, enabling broader participation in private market investments. Brian is an affiliate of the Issuer. Brian and owns 175,000 shares of MyBe Inc. Common Stock which is 1.9% of the outstanding shares. Brian does not own any $MYST.

Advisory Team

David Donenfeld
David Donenfeld is a key figure at Avalaunch, a platform built on the Avalanche blockchain that facilitates decentralized Initial DEX Offerings (IDOs). His expertise lies in blockchain and cryptocurrency ecosystems, particularly in leveraging Avalanche's high-speed, scalable, and low-cost infrastructure to support innovative decentralized finance (DeFi) and gaming projects. Avalaunch has been instrumental in helping projects integrate Avalanche's unique consensus protocols and ecosystem features to enable efficient fundraising and robust token launches

Zachary Rhynes a/k/a @ChainLinkGod

@ChainLinkGod is a prominent figure in the cryptocurrency space, particularly known for his advocacy of decentralized finance (DeFi) and blockchain technologies. He focuses on educating the community about Chainlink, a decentralized oracle network, and its role in enabling smart contract functionality by connecting blockchain ecosystems to real-world data. Through his active presence on platforms like Twitter and decentralized social networks, @ChainLinkGod provides in-depth insights, fosters discussions, and contributes to the growth of the broader crypto ecosystem

Timo Weiland

Timo Weiland is a creative director and entrepreneur renowned for his expertise in brand advocacy and marketing. Timo has led creative initiatives for major brands like Banana Republic and Zenni Optical, while also consulting on marketing for ventures in real estate, technology, and hospitality. His work reflects a dynamic approach to storytelling and consumer engagement across diverse industries.

Gage Mondak

Gage Mondok is a blockchain and cryptocurrency expert, known for his work on decentralized technologies, particularly within the Chainlink ecosystem. He has contributed to several key open-source projects, such as ChainlinkCallOptions and ChainlinkVoting, and actively engages in the development of smart contracts, using blockchain to enhance security and functionality. Mondok has a strong presence in the cryptocurrency community, participating in various initiatives and offering insights into the evolving landscape of Web3 technologies.

Roald Munoz

Roald Thomas Munoz is a Senior Research Analyst at Guotai Junan Securities, a leading investment bank based in Shanghai, where he focuses on the future applications of artificial intelligence (AI) and machine learning, alongside cross-border venture capital trends. With a background in International Business and an MBA from Shanghai Jiaotong University, he is also an active member of the Shanghai FinTech community and plays a key role in organizing events and networking for fintech professionals. Munoz brings a unique perspective to his work, blending expertise in emerging technologies with his deep interest in Asian economics, politics, and culture.

David Heslop

David Heslop has a diverse background in business, with a notable career as a Managing Director for multiple companies. He has been involved in various leadership roles, including director positions for several organizations in

sectors such as property investment and education. His experience spans strategic business operations, company management, and corporate governance.

Development Team

Wolfpack Digital

Wolfpack Digital is a software development company specializing in blockchain and cryptocurrency solutions. The team focuses on creating decentralized applications, smart contracts, and custom blockchain platforms while ensuring robust security and interoperability. Their expertise extends to blockchain analytics and NFT marketplaces, tailored to businesses seeking innovation in the digital economy. Wolfpack has positioned itself as a leader in leveraging cutting-edge technologies to empower organizations in navigating the complexities of the blockchain landscape

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to an offering engagement agreement with OBD, effective as of October 28, 2024 (the "*ODB Engagement Agreement*"), who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the OBD Engagement Agreement will continue until the later of the date on which (i) the TPAs are no longer being listed on the Republic Platform or (ii) all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days' prior written notice or for cause pursuant to the ODB Engagement Agreement.

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

Reimbursable expenses in the event of termination. **Termination Fees are due for any termination in the event of ODB's uncured breach, or the expiration of the term of the ODB Engagement Agreement.** The Company shall at the date of termination pay (a) $15,000, ODB may, at its discretion, interpret a lack of responsiveness from the Company, for a period of 14 calendar days, as terminated after requesting a response, provided that no Termination Fee shall be due under this provision in the event termination is for cause due to ODB's uncured breach. If after ODB has set up an Offering to be displayed on the Republic Platform and the Company has met the minimum investment amount necessary to perform a closing, and the Company cancels or decides not to pursue the Offering prior to the final closing of the Offering, termination fees shall remain due and payable, except that if circumstances beyond the control of the Company make a closing impossible, then termination fees will not apply.

Commission and Expenses. The cash fee paid to ODB from the proceeds of this Offering will be determined pursuant to the following schedule: The Issuer shall pay to ODB (i) a cash fee the greater of (A) $12,000.00 or (B) 5.0% of the dollar value of the securities issued to Investors 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 Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Securities Commission", and together with the Cash Commission, the "ODB Commissions"). Such Securities shall be of the same type as those issued by the Issuer in and through each Offering. ODB will comply with Lock-Up Restriction required by FINRA Rule 5110(e)(1) and FINRA Rule 5110(g). All Securities Commissions due to ODB shall be issued pursuant to the registration exemption provided by Section 4(a)(2) of the Securities Act unless otherwise qualified or registered under such. The Issuer agrees that the Securities Commission can be assigned to ODB's Affiliates at ODB's sole discretion and without notice, and no further consent from the Issuer is needed for this assignment.

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 $MYST Tokens to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such TPAs, except as provided for in FINRA Rule 5110(e)(2). On and after one hundred eighty (180) days after the date on which this Offering is qualified by the SEC, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. There are no registration rights offered to ODB.

Under the ODB Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to FINRA fees and anti-money laundering, Purchaser due diligence and accreditation service, in no event in excess of $30,000, and ancillary costs related to consulting or advisory fees, without markup. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Memorandum. Any other fees that

we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. ODB has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation.

Business Advisory Service Fees: We have agreed to pay ODB $25,000 upon execution of the ODB Engagement Agreement, for services including standard, additional, or enhanced reviews of KYC, AML, diligence, compliance monitoring, CIP, financials, offering documents, and the appropriate time and effort undertaken to perform such reviews. ODB may provide additional guidance regarding the offering's size and structure, market conditions, and provide suggestive participation into other possible circumstances that may affect the Company. This participation is not deemed to be absolute or as legal advice and does not serve as a substitute for Company's own legal and regulatory representation.

Fees to Investor: ODB shall, in its sole discretion, charge a 2.5% cash fee on gross subscriptions made by each Purchaser who subscribes to the Offering through the Platform, with a minimum fee of $7 and a maximum of $300 per subscription.

Indemnification and Control

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

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE COMPANY

$MYST Tokens

The Company is the beneficial owner of all $MYST tokens that are not sold in this or concurrent Offerings, or that are not transferred to SAFE/SAFT purchasers pursuant to this Offering.

The Company has allocated 11% of the total supply of $MYST to be distributed to current and future Company members as a form of restricted option compensation, as described in the Distribution Schedule. However, as of the date of this Offering, no $MYST Tokens are privately held by any individual.

DESCRIPTION OF THE $MYST TOKENS

Ownership of $MYST 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 $MYST Tokens at a fulfillment price of $0.0285 per $MYST Token. The TPAs and the $MYST Tokens are subject to transfer restrictions as described under "Terms of the Offering" above.

$MYST Tokens are ERC20 compatible tokens and are used to reward users of the MyStandard platform who accept offers to share their data with approved MyStandard organzations. "Description of the MyStandard Platform".

The ownership of $MYST Tokens is evidenced through the association of a certain number of $MYST Tokens with a public key or wallet address as recorded on the blockchain underlying the MyStandard Platform. Each such public key and wallet will have an associated private key, which a tokenholder must control in order to control the $MYST Tokens associated with such public key or wallet, including to transfer $MYST Tokens to another person. In turn, control of the private key is proved by providing a digital signature on any digital record addressing $MYST 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 $MYST Tokenholder's ability to control any $MYST Token issued to such tokenholder. $MYST Tokens are not otherwise tracked and are not designated by special serial numbers or other unique identifiers. As such, $MYST Tokens are interchangeable and fungible by design.

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

Functionality of $MYST Tokens

It is anticipated that users of the MyStandard Platform will be able to use the $MYST Token in the following ways:

(1) **MyStandard Platform Rewards**. Approved Organizations on the MyStandard Platform can search for users who match the professional skills and experience required for their open roles and positions. When users receive an offer to share their data with these Organizations, users who accept those offers are rewarded with $MYST.
(2) **Provide Liquidity to Organizations**. Organizations are required to have sufficient $MYST associated with their MyStandard Platform account to facilitate all rewards before they can execute a search for matching users. As such, there needs to be a market for $MYST with sufficient liquidity to allow Organizations to acquire $MYST to power their MyStandard searches. Holders of $MYST Tokens will be able to help provide that liquidity.

Token Supply

The initial supply of $MYST Tokens is 1,000,000,000. The total supply of $MYST Tokens will be allocated as described in "Plan of Distribution". MyStandard does not plan to mint any additional $MYST tokens beyond the initial 1,000,000,000.

Inflation

While the Company does not plan to mint additional tokens, certain events may put inflationary pressure on $MYST Tokens as the Company expands its operation. The primary inflationary pressure will be from the Company adding to the pool of available $MYST Tokens to ensure that there is sufficiently liquidity to meet the demand of MyStandard's Organization clients. As this pressure is a function of the Company's ability to acquire new clients, it is difficult to predict what the inflation of the $MYST Token will be.

Limited $MYST Token-Related Rights

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

Secondary Markets

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

DESCRIPTION OF THE MYSTANDARD PLATFORM

Overview

MyStandard is a data marketplace for Organizations to acquire necessary data from individuals at speeds no other technology has yet been able to achieve. This is because individuals are compensated for directly and nearly instantaneously sharing their data, avoiding brokers and rent-seeking middlemen. Organizations are also incentivized to validate data on the platform increasing the value and demand for the data.

MyStandard's first product using this technology is a revolutionary talent acquisition platform. Users and Organizations are connected to this network, and each other, through an easy to use mobile app and web search app, respectively. Many issues plague the talent acquisition space, including high fees per hire, risks associated with fully custodying user data, and the introduction of bias at the start of the hiring process. MyStandard alleviates these issues. With MyStandard, Organizations can make more cost-efficient, targeted data requests, while users benefit from monetizing their data and maintaining full control throughout the process. This product will deliver for Organizations with the speed of a staffing agency at the cost of a traditional job board.

The MyStandard Solution

Speed

It can take months for companies to get good data on candidates who are a fit for their open job because passive candidates have no incentive to engage with potential new employers and are often flooded with spam about opportunities. MyStandard eliminates the lengthy process of sorting through hundreds of resumes for the right match and reaching out via email and hoping for a response. When an organization searches for a candidate they see exactly

how many users fit their criteria. They decide how many people they want to connect with and how long they want to allow their prospects to respond to the request. For example, the organization may want to leave their requests open until 25 users accept the offer or until two weeks have passed, whichever happens first.

Each user who fits the criteria then gets a notification showing them who is asking for their data, what data they want, what role that organization is looking to fill, and, most importantly, how much they will be compensated for sharing their data with that organization. Users get the option to say "No" to sharing their data but are incentivized to say "Yes." Users are incentivized to share /quickly/ by both the direct compensation for sharing and the possibility that the offer will close soon, either through expiration of the time or by other people responding.

Efficiency

Finding new candidates can be costly for Organizations. There are two primary ways in which Organizations find new candidates: (1) through traditional job boards, which require long term contracts whether that organization is hiring or not, or (2) through third-party recruiters whose fee is usually a significant percentage of the role's salary. MyStandard operates on a pay-per-candidate model, meaning Organizations only pay for resume data from individual candidates who meet their needs and agree to share. There are no ongoing contracts or subscriptions.

Security

MyStandard is more secure than existing data brokerage businesses. First, it does not store complete user data on its servers. Instead, sensitive data is held in decentralized storage, controlled by user-owned private key infrastructure. MyStandard is built on decentralized technologies so that Users' most valuable private data, which means it is far less susceptible to an attack or breach than with existing legacy technology business that own users' data. Additionally, when Organizations purchase data on MyStandard, they store it on our decentralized network. Our storage mechanism prevents Organizations from having to house and maintain ethical security measures over other people's data. This level of security also protects Organizations from being liable for hacking or data leaks. As decentralized technologies continue to grow and scale, MyStandard data storages become ever-safer.

MyStandard also secures payment and data transfer. In addition to leaving an immutable record of payment and data transfer on the Avalanche C-Chain, $MYST tokens provide a method of transfer that can be sent globally. Organizations and users deal with secure payments between each other and are not reliant on MyStandard's liquidity to cover payments. MyStandard further secures payment by ensuring that an Organization has the minimum number of $MYST tokens available to compensate for any requests before they are initiated and locking that $MYST until the request is complete. This eliminates the possibility that a user may share and accept payment from an Organization, but that the Organization would be unable to pay. Protecting Organizations and users is a fundamental part of MyStandard.

Key Technologies

MyStandard uses the low-cost, high-scalability, fast-transaction-finality Avalanche blockchain for payments in the form of MyStandard's ERC20 token, IPFS, and Filecoin for decentralized multi-tiered data storage. Additionally, MyStandard leverages hosted cloud services and infrastructure to create a web application that acts as the product on top of the decentralized networks for a better UI experience for the user.

IPFS is used as a caching layer for recently accessed data and Filecoin is used for archives that are replicated across Filecoin nodes. At no point in this architecture does MyStandard gain access to users' private data without requesting it openly and directly as a standard Organization.

Pinning services offer MyStandard a convenient hosted service for access to IPFS and Filecoin without the need to build easily commoditized infrastructure in MyStandard's early stages. In later phases, MyStandard can opt to build decentralized storage infrastructure.

State of the Project

After three years of development, we have completed the architecture, design and construction of a fully-functional platform that meets these needs:

(1) an easy to use an intuitive mobile app, currently available on the iOS AppStore and the Google Play Store, that allows users to securely store and share their professional and resume data;

(2) a web-app that allows companies and organizations to search for candidates and request their data;

(3) a decentralized backend that unites (1) and (2), and ensures candidates are rewarded directly for sharing their data with requesting organizations.

The final piece necessary for the MyStandard Platform to operate is a liquid market for $MYST whereby the two sides of our data market can exchange $MYST Tokens. The goal of this offering is to acquire funds to provide the initial liquidity for the $MYST Tokens, completing the final piece of the Platform and readying the MyStandard Platform for a full public launch.

PLAN OF DISTRIBUTION

This Offering of $MYST 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 $MYST Tokens

TOKEN ALLOCATION			VESTING SCHEDULES			
Allocation	**% of Total Supply**	**Amount of tokens**	**% of supply unlocked at TGE**	**Cliff (in months)**	**Daily Vesting (in months)**	**Total vesting (in months)**
SAFE/Warrant	3.43%	34,290,000	0.00%	6	1	**7**
Private	1.69%	16,940,349	0.00%	2	10	**12**
Product Incentives*	40.00%	400,000,000	0.00%	13	200	**213**
Validators	25.00%	250,000,000	0.00%	13	150	**163**
Public	1.52%	15,151,515	1.52%	0	1	**1**
Team	11.00%	110,000,000	0.00%	12	36	**48**
Treasury	2.00%	20,000,000	0.00%	13	48	**61**
Airdrop	0.50%	5,000,000	0.00%	4	1	**5**
Airdrop 2	0.50%	5,000,000	0.00%	7	1	**8**
Republic - S	2.40%	24,000,000	0.00%	1	1	**2**
Republic - D	0.60%	6,000,000	0.00%	12	1	12
Liquidity	6.36%	63,618,136	Strategic release	N/A	1	1
Grants	5.00%	50,000,000	0.00%	24	48	**72**
	100%	**1,000,000,000**	**1.52%**			

The 1,000,000,000 $MYST Tokens, consisting of the initial minted supply of $MYST Tokens will be distributed/allocated as follows:

Private Sales:

SAFE Sale

A total number of 34,290,000 $MYST Tokens, equal to 3.4% of the initial network supply of the $MYST Tokens, is allocated to the initial investors in the Company who participated in the Series SAFE round.

SAFT Sale
A total number of 16,940,349 $MYST Tokens, equal to 1.69% of the initial network supply of the $MYST Tokens, is allocated to the participants in the SAFT Sale.

Public Sales:

Republic Sale (Regulation D – Concurrent Offering)
A total number of 6,000,000 $MYST Tokens, equal to 0.60% of the initial network supply of the $MYST Tokens, is allocated to certain contributors in the Republic Sale (Regulation D). Purchasers will each enter into a TPA with the Company. At the time of entering into the TPA, the Purchaser will designate a network address where such Purchaser wishes to receive delivery of the $MYST Tokens. $MYST Tokens in this distribution category are subject to a vesting schedule. $MYST Tokens will be delivered to compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering.

Republic Sale (Regulation S)
A total number of 24,000,000 $MYST Tokens, equal to 2.40% of the initial network supply of the $MYST Tokens, is allocated to certain contributors in a concurrent offering being conducted on Republic. $MYST Tokens will be delivered to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the forty (40) day period following completion of this Offering.

Liquidity:
63,618,136 (6.36%)
MyStandard aims to have deep liquidity across multiple chains. MyStandard will start with Avalanche, then plans to add ETH, Arb, Base, and Solana.

Community Incentives:
200,000,000 (20%)
These tokens are reserved to encourage users to set up searchable profiles, validate information on themselves, and to be valuable and contributing members of MyStandard. These behaviors include but will not be limited to: using new products and services on MyStandard, engaging with Organizations about job openings, and buying goods and services on the platform. These tokens are initially uncirculated, but become circulated through rewards to users' profiles in a dynamic release. The expectation is no tangible increase of the supply from this dynamic release until 13+ months after TGE taking 10 years to be fully distributed.

Organization Incentives:
200,000,000 (20.00%)
Tokens sold to Organizations for data requests, incentives for network participation and data validation. These tokens are initially uncirculated and find circulation through Organizations sending rewarded or purchased tokens to users' wallets. The expectation is no tangible increase of the supply from these actions until 13+ months after TGE, taking 10 years to be fully distributed.

Validator/Staking Rewards:
250,000,000 (25.00%)
Tokens awarded to Organizations or users who lock their tokens up for a 6% APY reward rate. These tokens are initially uncirculated and find circulation through users or Organizations receiving tokens from staking. MyStandard's Layer1 will require validator rewards as well and the only early release of these tokens will come from an earlier move to an Avalanche Layer1. This portion additionally has refueling mechanics outlined above. These tokens are expected to be sent out over the course of 10 years.

Grants
50,000,000 (5%)
MyStandard will host events, conduct developer outreach, and execute other activities to encourage builders to enhance the platform with new use cases for users' data. These tokens are uncirculated and find circulation through Organizations sending

rewarded or purchased tokens to users' wallets. Initially locked for 2 years post-TGE, these tokens are afterwards expected to be sent out over the course of 8 years.

Public Sale:
15,151,515 (1.52%)
Initial supply sold through launchpads and bootstrapping liquidity to Avalanche.

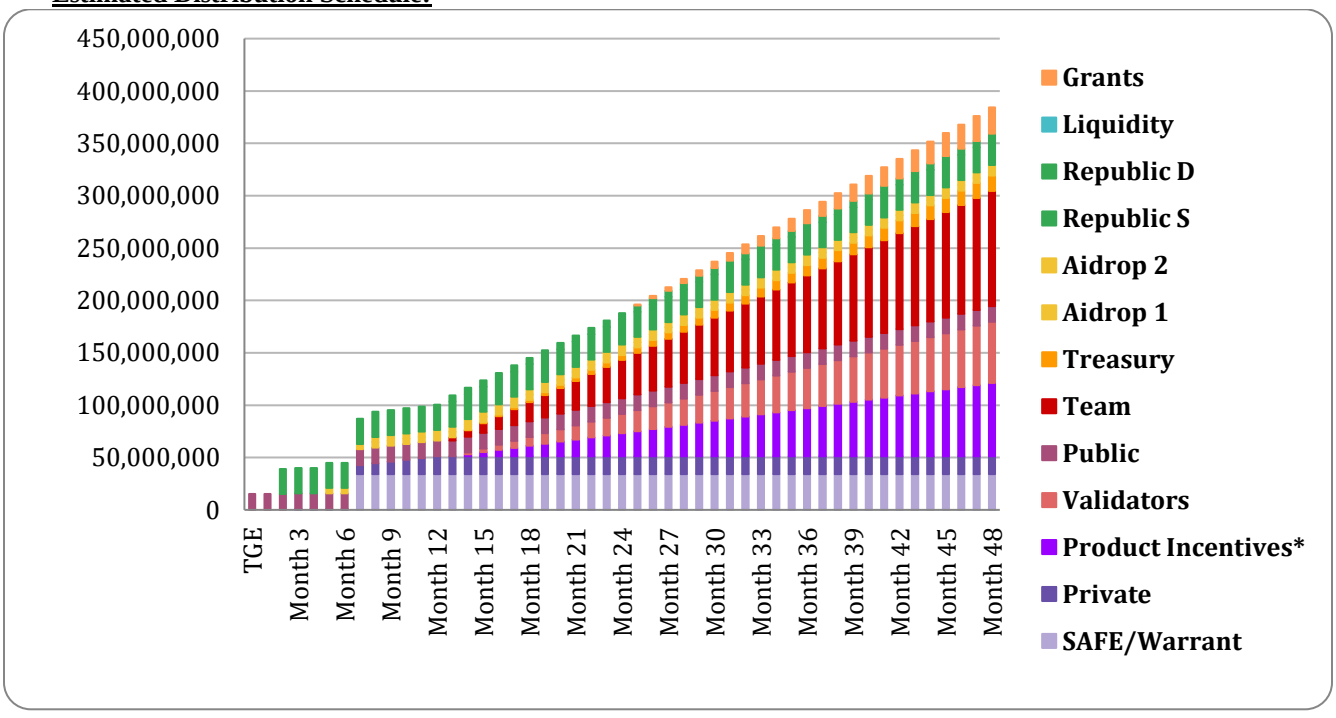
Core Team:
110,000,000 (11%)
Tokens distributed to the core team of MyStandard who started the company from nothing but a vision of empowering users with their sovereign data. These will be locked for 1 year, be options for employees' purchase based on ownership within the company, and be vested for 4 years with a 1-year cliff and monthly vesting afterwards.

Treasury
20,000,000 (2.00%)

- MyStandard will hold a Treasury of tokens that can be used at our discretion. While most crypto-based companies rely on this reserve to sustain their business, MyStandard has a scaling revenue model built into its business and these tokens are not expected to be needed. These tokens are also distributed to Organizations for refunds and promotional purposes at the discretion of the senior management team. In the early stages, while MyStandard's network establishes its footing, promotions to encourage companies to take risks are often needed. These tokens are not locked, require full senior leadership approval to distribute, and find circulation after awarded tokens are sent to users. These tokens are initially uncirculated and find circulation through sale by MyStandard, with an initial lock up of 13 months post-TGE.

Network Testing Rewards:
10,000,000 (1.00%)
3 months after the full network launch MyStandard will test with 5,000,000 $MYST tokens. After 6 months, we will conduct a second wave of testing. Users with more detailed profiles and validated information will receive more testing opportunities.

Estimated Distribution Schedule:



Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the $MYST Tokens offered hereby because: (i) a purchase of the $MYST Tokens involves a number of significant risks (see "Risk Factors"); (ii) no market for the $MYST Tokens currently exists; and (iii) there is no established trading market for the $MYST Tokens and it is possible that a robust public market will never develop for the $MYST Tokens. The sale of $MYST 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 Advisers 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 Advisers 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 Stands" in this Private Placement Memorandum for additional information.

Other Requirements

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

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

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

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

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

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

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

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The $MYST 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 $MYST Tokens, if issued, and that restrict the $MYST Tokens' resale. **The $MYST 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 $MYST Tokens hereunder. In addition, holders of $MYST Tokens will not be able to transfer their $MYST Tokens until such $MYST 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 a closing after ODB has received notification that the terms have been met. We generally will close on proceeds based upon the order in which they are received but reserve the right to accept or reject any purchase. We will consider various factors in determining the timing of any additional closings.

Closing Requirements

In order to complete the closing process in this Offering, each Purchaser will be required to complete such Closing Requirements as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a Token Purchase Agreement; (2) completion of purchaser qualification requirements (lack of status as 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.

Notice Concerning the Securities Act

The $MYST Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the $MYST 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 $MYST 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 outside the United States 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 Company as follows:

(1) It understands and acknowledges that (i) the $MYST Tokens, has not been and will not be registered under the Securities Act or any other applicable securities law, unless required by applicable law, (ii) the $MYST 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 $MYST 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 $MYST 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.

(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 $MYST 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 $MYST 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 $MYST Tokens may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of until such time as the Company (A) designates or creates a Designated Exchange and notifies $MYST Tokenholders thereof or (B) notifies $MYST 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 Company, nor any of its representatives or affiliates, have made any statement, representation, or warranty, express or implied, to it other than the information contained in this Memorandum, which has been delivered to it and upon which it is solely relying in making its decision with respect to the $MYST Tokens. It has had access to such financial and other information concerning the Company and the $MYST Tokens as it has deemed necessary in connection with its decision to participate in the Offering, including an opportunity to ask questions of and request information from the Company, and such information has been made available to it.

(7) It is the $MYST 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 $MYST Tokens, when issued, pursuant to Rule 144A if applicable, Section 4(a)(6), 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 $MYST Tokens acknowledges that the Company is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the $MYST 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 "***$MYST 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 $MYST TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE "***REGULATION D LEGEND***"): THE HOLDER OF ANY $MYST TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH $MYST TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE $MYST 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 $MYST Tokens unless it is given reasonable assurance that each person to whom it transfers $MYST Tokens receives notice of any restrictions on transfer of such $MYST 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 $MYST Tokens within the United States or to 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 Company or its transfer agent, for the $MYST Tokens will not be required to accept for registration of transfer any $MYST Tokens, except upon presentation of evidence (including an opinion of counsel) satisfactory to the Company and the Transfer Agent, that the restrictions set out therein have been complied with.

(13) It understands that no action has been taken in any jurisdiction in the U.S. or elsewhere by the Company that would result in a public offering of the $MYST Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the $MYST Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the $MYST 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 Company will rely upon the truth and accuracy of the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section and agrees that, if any acknowledgements, representations, warranties, and agreements deemed to have been made by its participation in the Offering are no longer accurate, it will promptly notify the Company.

(16) If it is acquiring the $MYST Tokens as a fiduciary or agent for one or more Purchaser accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section on behalf of each such Purchaser account.

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

Limitation of Liability and Indemnification

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

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, council members, directors, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a president, council member, director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such president, council member, director, officer, or controlling person in connection with

the securities being offered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. We believe that these provisions and agreements are necessary to attract and retain qualified persons as our president, council members, officers, and directors. At present, there is no pending litigation or proceeding involving our president, council members, directors, or officers for whom indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

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

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

Potential Conflicts of Interest

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

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

TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR RECEIPT OF $MYST 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 $MYST TOKENS.

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

REGULATION D RULE 506(C) INVESTOR VERIFICATION STANDARDS

In purchasing Interests through this Offering, the Company is obligated to verify your status as an accredited investor in accordance with Rule 501 of Regulation D. There are three primary methods the Company may employ to comply with the verification standards. Purchasers in this Offering will need to provide the Company with verification that meets the standards and form using one or multiple methods, including, but not limited to:

Income: The Company may verify an individual's status as an accredited investor on the basis of income by reviewing copies of any IRS form that reports net income, such as Forms W-2 or 1099 (which are typically filed by an employer or other third party payor), or Forms 1040 filed by the Purchaser (with non-relevant information permitted to be redacted). Under this method, the Company must review IRS forms for the two most recent years and obtain a written representation from the prospective Purchaser that he or she has a reasonable expectation of attaining the necessary income level for the current year. Where accredited investor status is based on joint income with the person's spouse, the IRS forms and representation must be provided with respect to both the Purchaser and the spouse.

Net Worth: Under this method, the Company will need to review bank or brokerage statements or third-party appraisal reports to verify the Purchaser's assets and a credit report to verify liabilities, in each case dated within the prior three months, and will need to obtain a written representation from the prospective Purchaser that all liabilities have been disclosed. Where accredited investor status is based on joint net worth with the person's spouse, the asset and liability documentation and representation must be provided with respect to both the Purchaser and the spouse.

Reliance on Determination by Specified Third Parties: The Company may satisfy the verification requirement if it obtains a written confirmation from a registered broker-dealer, a registered investment adviser, a licensed attorney, or a certified public accountant that within the prior three months such person or entity has taken reasonable steps to verify that the Purchaser is an accredited investor and has determined that the Purchaser is an accredited investor. Proper verification must be submitted with your subscription for securities in order for the Company to verify your suitability for investment

ADDENDUM A – COMPANY UNAUDITED FINANCIALS

Mybe

Actuals: Income Statement As of June 30, 2024	Full Year	Year-to-Date Jan - Jun
$ in actuals	FY 2023	YTD 2024
Net Revenue		
Revenue	-	-
Discounts/Refunds	-	-
Total Net Revenue	**-**	**-**
Cost of Goods Sold		
Cost of Goods Sold	-	-
Gross Profit	**-**	**-**
Gross Margin %	*n/a*	*n/a*
Operating Expenses		
Payroll		
Department 1 - Sales	-	-
Department 2 - Engineering	-	-
Department 3 - Executive/Management	-	-
Department 4 - Marketing	-	-
Department 5 - Product	-	-
Department 6 - Legal/Finance/Operations	-	-
Total Payroll	**-**	**-**
G&A		
Marketing/Promotions	-	15,575
T&E	-	-
General Office Expenses	2,051	270
Professional & Legal Fees	3,450	3,731
Technology Expense	191,010	193,807
Other Miscellaneous Operating Expenses	-	-
Total G&A	**196,510**	**213,383**
Total Operating Expenses	**196,510**	**213,383**
EBITDA	**(196,510)**	**(213,383)**
EBITDA Margin %	*n/a*	*n/a*
Other Expenses & Income		
Other Expenses	18,647	18,642
Other Income	-	-
Net Other Expenses	**18,647**	**18,642**
Net Income	**(215,158)**	**(232,025)**

Mybe

Actuals: Balance Sheet As of June 30, 2024	Full Year	Year-to-Date Jan - Jun
$ in actuals	FY 2023	YTD 2024
ASSETS		
Current Assets		
Cash & Equivalents	72,843	85,413
Other Current Asset	-	-
Total Current Assets	**72,843**	**85,413**
Fixed Assets		
Fixed Assets	1,000	1,000
Total Fixed Assets	**1,000**	**1,000**
Other Assets		
Other Assets	-	-
Total Other Assets	**-**	**-**
Total ASSETS	**73,843**	**86,413**
Liabilities & Equity		
Current Liabilities		
Accounts Payable	288,565	255,565
Credit Card	-	-
Other Current Liability	58,235	58,235
Total Current Liabilities	**346,800**	**313,800**
Long Term Liabilities		
Other Long-Term Liabilities	-	-
Total Long Term Liabilities	**-**	**-**
Total Liabilities	**346,800**	**313,800**
Equity		
Retained Earnings	(1,814,521)	(2,029,679)
Net Income	(215,158)	(232,025)
Opening Balance Equity	-	-
Common Stock, Preferred, and Paid in Capital	1,144,255	1,144,255
SAFE Notes and Equivalent	612,467	890,063
Total Equity	**(272,957)**	**(227,387)**
Total Liabilities & Equity	**73,843**	**86,413**
Ties	-	-

Mybe

Actuals: Cash Flow Statement As of June 30, 2024	Full Year	Year-to-Date Jan - Jun
$ in actuals	FY 2023	YTD 2024
Beginning Cash	**793**	**72,843**
Cash Flow from Operations		
Net Income	(215,158)	(232,025)
Non-cash adjustments	-	-
Changes in current assets and liabilities	(51,465)	(33,000)
Cash Flow from Operations	**(266,623)**	**(265,025)**
Cash Flow from Investing		
Cash Flow from Investing	-	-
Cash Flow from Investing	**-**	**-**
Cash Flow from Financing		
Cash Flow from Financing	338,672	277,596
Cash Flow from Financing	**338,672**	**277,596**
Net Cash Flow	**72,049**	**12,571**
Ending Cash	**72,843**	**85,413**

ADDENDUM B – TOKEN PURCHASE AGREEMENT

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 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 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***") (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R OR ANY OF THEIR RESPECTIVE AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE CONNECTION OF EACH OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE "RISK FACTORS" 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 COMPANY FOR ANY OTHER PURPOSE, NOR WILL ANYTHING CONTAINED HEREIN BE CONSTRUED TO CONFER UPON YOU, AS SUCH, ANY OF THE RIGHTS OF A SHAREHOLDER OR ANY RIGHT TO VOTE FOR THE ELECTION OF DIRECTORS OR UPON ANY MATTER SUBMITTED TO THE BOARD OF DIRECTORS AT ANY MEETING THEREOF, OR TO GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION OR TO RECEIVE NOTICE OF OR ATTEND SHAREHOLDER OR BOARD MEETINGS, OR TO RECEIVE SUBSCRIPTION RIGHTS OR OTHERWISE.

PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISKS. YOU SHOULD CAREFULLY REVIEW THE PRIVATE PLACEMENT MEMORANDUM PROVIDED TO YOU IN CONNECTION HEREWITH, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

MYBE INC.

TOKEN PURCHASE AGREEMENT

Purchaser:	[INSERT NAME]
Agreement Date:	[INSERT DATE OF AGREEMENT]
Purchaser's Network Address for Delivery of $MYST Tokens:	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
Purchase Amount:	[INSERT TOTAL PURCHASE AMOUNT]
Price Per $MYST Token:	$0.0285/$MYST Token
Purchased $MYST Tokens:	[INSERT TOTAL NUMBER OF $MYST TOKENS BEING PURCHASED]
Form of Payment:	The Purchase Amount can be paid in US dollars (via credit card), USD Coin (USDC), or USD Tether (USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-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 three percent (3.0%) 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, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering. Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the tokens to the Purchaser. If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the

	purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on the Compatible blockchain, 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.
Examples of Fees Incurred During Purchase of $MYST Tokens:	Below are examples of how fees may impact the total purchase price paid by Purchaser for $MYST Tokens: **Example 1:** Purchaser wants to purchase 1,000 Tokens at $0.0285 per Token using a credit card. The purchase price will be $28.50. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or $7—here, it will be $7 for this transaction because 3.0% is lower, meaning the Purchaser will pay $35.50 total for the 1,000 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 25,000 Tokens at $0.0285 per Token using a credit card. The purchase price will be $712.50. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or $7—here, it will be 3.0% for this transaction because $7 is lower, meaning the Purchaser will pay $ 733.88 total for the 25,000 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 25,000 $MYST Tokens at $0.0285 per $MYST Token using cryptocurrency. The purchase price will be $712.50. 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.

Restricted Period and Delivery Schedule:	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 $MYST Tokens, unless, where applicable, in compliance with securities laws, including Securities Act Rule 144. $MYST Tokens will be delivered to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering.

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 Foundation signature hereto, MyBe Inc., a Delaware Corporation (the "***Company***" or "***MyStandard***" or "***MyBe Inc.***"), hereby issues to the Purchaser, a number of $MYST Tokens (as defined below) equal to the Number of $MYST 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 ("***Offering***") of $MYST 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 $MYST Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the $MYST 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 $MYST 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 COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 7.6 "DISPUTE RESOLUTION" BELOW FOR DETAILS.

2. OFFER AND SALE

2.1. **Purchase and Sale**. Purchaser hereby agrees to purchase that Number of $MYST 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 OpenDeal Broker LLC ("***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 $MYST Tokens Purchased set forth above to two (2) 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 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 $MYST 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 had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

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

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

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

(i) any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (j), the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self- regulatory organization or other industry body or is issued by an accredited educational institution;
(ii)The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and
(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self- regulatory organization or other industry body or is otherwise independently verifiable

(j) any natural person who is a "knowledgeable employee," as defined in rule 3c- 5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(k)any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:

(i) With assets under management in excess of $5,000,000,
(ii)That is not formed for the specific purpose of acquiring the securities offered, and
(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(l) any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (l) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (l)(iii).

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 $MYST 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 Tether (USDT), or USD Coin (USDC). 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 $MYST 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, 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.

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 $MYST Tokens Purchased set forth above in accordance. For the avoidance of doubt, $MYST Tokens will be delivered to Purchaser's Wallet in accordance with the delivery schedule set forth above. The Company will deliver $MYST Tokens to the Purchaser's wallet address and the $MYST 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 $MYST 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 $MYST Tokens as are reasonably requested by the Company, including documentation to verify Purchaser's status as an "***Accredited Investor***" (as defined in Rule 501(a) of Regulation D under the Securities Act);

3.2.2. The Purchaser will provide to the Company, in writing, a compatible wallet address ("***Wallet***") to which the Purchaser's $MYST 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 then 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 $MYST Tokens deliverable hereunder in escrow until such conditions are met, and such escrow will constitute delivery of the applicable number of $MYST Tokens in accordance with this instrument notwithstanding that such $MYST 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 $MYST Tokens that have not been delivered to the Purchaser in accordance with Section 3.1 (such $MYST Tokens being the "***Undelivered Tokens***"), any options to purchase any Undelivered $MYST Tokens, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered $MYST 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 $MYST Tokens. For the avoidance of doubt, all $MYST Tokens issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all $MYST Tokens to the Purchaser.

3.4. **Claiming $MYST**. $MYST Tokens that are purchased by you may be claimed by you only. $MYST Tokens are not transferable to any blockchain address prior to the Token Integration Event. Prior to the Token Integration Event of any $MYST Tokens, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), $MYST Tokens or any part or the whole of your rights, title or interest under these Terms, including your right to claim those $MYST 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**. If you transfer $MYST 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 $MYST 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 $MYST Tokens, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of $MYST Tokens to them, expressly agrees to be bound by these Terms as a Contributor for the period of time they hold $MYST Tokens. By transferring any $MYST 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 $MYST Tokens.

3.6. **Absolute Ownership**. The owner of the wallet in which any $MYST 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 $MYST 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 $MYST 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 $MYST Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the MyStandard Platform 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 $MYST 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. ***"Platform"*** means the Compatible blockchain and its associated website and services.

4.8. ***Reserved***.

4.9. "***Token Integration Event***" means the date when the $MYST Tokens are initially broadly publicly released by the Company for use on the MyStandard Platform, if ever.

4.10. "***Token***" means the $MYST 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. PURCHASER REPRESENTATIONS

5.1. **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.

5.2. **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.

5.3. **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.

5.4. **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.

5.5. **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 any obligation to register or qualify the Tokens for resale under the laws of any Governmental Authority.

5.6. **Accredited Investor**. Purchaser states that he or she is an "Accredited Investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Purchaser is purchasing this instrument and the securities 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(a) of Regulation D promulgated under the Securities Act.

5.7. **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.

5.8. **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 "$MYST 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 $MYST TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE "REGULATION D LEGEND"): THE HOLDER OF ANY $MYST TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH $MYST TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE $MYST 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.

5.9. **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 COMPANY 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 COMPANY, 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 COMPANY, 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 COMPANY, 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.

5.10. **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.

5.11. **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.

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

5.12.1. 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***").

5.12.2. 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.

5.12.3. 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.

5.13. **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.

5.14. **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.

5.15. **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.

5.16. **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 COMPANY 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.

5.17. **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 $MYST Tokens to make an informed decision to participate in the Token Sale pursuant to these Terms;

(v) Purchaser understands that $MYST 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 $MYST 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 $MYST 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 $MYST 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 $MYST 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;

6. DISCLAIMERS.

6.1. **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 a 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.

6.2. **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 $MYST 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 $MYST Tokens.

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

6.4. **Limitation of Liability**. NEITHER THE COMPANY 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 COMPANY 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. IN NO EVENT WILL THE COMPANY'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 COMPANY AND THE PURCHASER.

6.5. **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.

7. MISCELLANEOUS.

7.1. **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.

7.2. **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.

7.3. **Refunds**. If there is no Token Integration Event on or before March 31, 2024 (the "***Deadline Date***"), the Company shall repay Purchasers an amount equal to the Purchase Amount set forth in their applicable TPA (the "***Returned Purchase Amount***"), as soon as reasonably practicable after the Deadline Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the Deadline Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the TPA Purchasers based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount.

7.4. **No Rights as Stockholder**. The Purchaser is not entitled, as a holder of this TPA, or the Tokens, to vote or receive dividends or be deemed an equity holder 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 an equity holder 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 subscription rights or otherwise.

7.5. **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.

7.6. **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.

7.7. **Governing Law**. This TPA and any action related thereto will be governed by the laws of Delaware, 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.

7.8. **Binding arbitration (if you are not a Consumer**). Any dispute, claim, or controversy arising out of or relating to this Agreement, including the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved exclusively through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Urbana, Illinois, and the decision of the arbitrator(s) shall be final and binding on the parties.

The parties agree to waive their rights to a jury trial and to participate in any class or representative action. Each party shall bear its own costs and fees, unless otherwise determined by the arbitrator(s) or as provided by applicable law. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

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

7.10. **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.

7.11. **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.

7.12. **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 $MYST 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. We will process your Personal Data in accordance with the new Swiss Federal Act on Data Protection (together, "***Data Protection Regulations***"), which entered into force on September 1, 2023. 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 $MYST 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.

7.13. **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.

MYBE INC.

By: _____

Name: Adam Zec

Title: CEO, President

Email: adam@mybe.io

PURCHASER:

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

Wallet Receipt Address: _____

Exhibit A

Jurisdictional Restrictions[1]

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 $MYST Tokens or the use of the MyStandard Platform 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.

[1] NTD: MyStandard – subject to confirmation by Republic.

ADDENDUM C – MYSTANDARD TERMS AND CONDITIONS

The latest terms and conditions for use of MyStandard and $MYST are available at:

https://mystandard.io/terms-and-conditions-of-use/

Terms and Conditions of use are subject to change.

ADDENDUM D – PAYMENT PROCEDURES

Can I complete my identity verification and KYC-AML prior to participating?
Yes, we encourage you to complete your identity verification in advance! To do so, sign in to your Republic account and head to https://republic.com/settings/personal-details to complete your identity verification before an offering goes live.

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

In connection with a Reg D offering, is there any more information I need to provide as an accredited investor?
To complete your purchase, we will need to verify your identity and accreditation information. If we need any further information, we will notify you via email and through your purchase page.

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

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?