THE INTERESTS OFFERED PURSUANT TO THIS INTERNATIONAL OFFERING MEMORANDUM HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION.

THIS INTERNATIONAL OFFERING 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.

DELOREAN (BVI) INC.

International Offering Memorandum

Purchase of DMC TOKENS
Regulation S Offering – $4,086,000

SEE "TERMS OF THE OFFERING" FOR PRICING AND OTHER INFORMATION
January 21, 2025

This International Offering Memorandum (this "***International Offering Memorandum***" or "***Memorandum***") has been prepared by DeLorean (BVI) Inc., a company incorporated in the British Virgin Islands on September 19, 2024 ("***We***", "***we***", 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 DMC tokens, the native unit of value built upon the Sui blockchain ("***DMC Tokens***" or "**Tokens**"), for use on the FLUX protocol ("**FLUX Protocol**" or "***DeLorean Protocol***") and its associated website and services (collectively, the "***DeLorean Platform***"). The foregoing right to acquire DMC Tokens which will constitute the Company's Token Generation Event ("TGE"), will be embodied in, and documented by, a Token Purchase Agreement with respect to the DMC Tokens (as may be amended, restated and/or otherwise modified from time to time, a "**TPA**"; and together with the DMC 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 DMC Tokens currently exists or may ever develop, or, if a public market in DMC Tokens develops, it may do so without the involvement of the Company.

The DMC 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 DMC Token Terms and Conditions (as defined below). Purchasers of DMC 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 DMC Tokens set forth in this International Offering Memorandum refers to the initial minted supply of 12,800,000,000 DMC Tokens.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at https://republic.com/delorean (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 DMC 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 OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS (AS DEFINED IN RULE 902 OF REGULATION S UNDER THE SECURITIES ACT) (AND ONLY IN JURISDICTIONS WHERE SUCH OFFER AND SALE IS PERMITTED UNDER APPLICABLE LAW) PURSUANT TO REGULATION S 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 DMC TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE DMC 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 DMC 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 DMC Tokens or receipt of DMC 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 NON-U.S. PERSONS AS DEFINED IN RULE 902 OF REGULATION S UNDER THE SECURITIES ACT OUTSIDE THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE DMC 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 DMC 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 DMC TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE "RISK FACTORS" BELOW); AND (II) NO MARKET FOR THE DMC 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 DMC Tokens, as such DMC 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 DMC 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 S, Rule 902 of the Securities Act and is only available to non-U.S. persons, as defined by Rule 902 of the Securities Act.

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 INTERNATIONAL OFFERING MEMORANDUM. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

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

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CERTAIN NOTICES

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

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

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

International Offering Memorandum contains a summary of the material terms of the DMC Tokens. However, the summary of the DMC 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 "***DMC Token Terms and Conditions***"). If any of the provisions of the DMC Token Terms and Conditions are inconsistent with or contrary to the descriptions or terms in this International Offering Memorandum, as applicable, will control. Furthermore, certain material rights described in the DMC 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 DMC Tokens.

The DMC 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 DMC Tokens discussed herein other than as set forth in this International Offering Memorandum, the Republic Platform, or the Offering Platform, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the DeLorean Platform and the DMC 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 DMC 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 International Offering Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "***Commission***" or "***SEC***") nor any other U.S. federal, state, or foreign regulatory authority has approved of this Offering. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this International Offering Memorandum, nor is it intended that the foregoing authorities will do so.

Prospective purchasers are not to construe this International Offering Memorandum as investment, legal, tax, regulatory, financial, accounting, or other advice, and this International Offering Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the DMC 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 International Offering Memorandum contains estimates and forward-looking statements. All statements other than statements of historical fact are forward-looking statements. The words “may,” “might,” “will,” “could,” “would,” “should,” “expect,” “plan,” “anticipate,” “intend,” “seek,” “believe,” “estimate,” “predict,” “potential,” “continue,” “contemplate,” “possible,” and similar words are intended to identify estimates and forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the Company and the DMC 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 DMC 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 DeLorean Platform;
- regulatory developments and their effect on the DeLorean Platform, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the DeLorean Platform, both in the U.S. and internationally;
- the ability of the DeLorean 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 International Offering Memorandum speak only as of the date thereof. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein to reflect any change in its expectation with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

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

OVERVIEW

This overview highlights selected information that is presented in greater detail elsewhere in this International Offering Memorandum. This overview does not contain all of the information you should consider before participating in the Offering contemplated by this International Offering Memorandum. You should carefully read this Memorandum in its entirety before purchasing any DMC 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 International Offering Memorandum refer to the Company. Unless otherwise indicated herein, all references to the number of DMC Tokens set forth in this International Offering Memorandum refers to the number of DMC Tokens that will be created in the initial minting processes.

Company and DeLorean Platform Overview

Since the invention of the automobile, they've been defined by two characteristics, a fuel powered engine and a human at the wheel. But this is changing. It is estimated that electric vehicles could comprise up to half of global car sales by 2035. In 2016, worldwide sales of electric vehicles equaled only 760,000 units. In 2023, YOY global EV sales grew by 35% to 14 million units. By 2027, EV sales are expected to reach 16.2 million units with revenue projected to reach $858 billion. In Europe, by 2035, 100 percent of vehicles are expected to be EVs, with the figures in the US and China expected to be 85% and 66% respectively. Along the way, automobiles are being rethought and reengineered, incorporating cutting edge software, microchips and battery technology.

DeLorean, an iconic automotive brand renowned for over 40 years, is embarking on a transformative journey that bridges its storied past with the future of technology. While introducing a new line of electric vehicles that echo the innovation and design of the original DMC-12, DeLorean is also venturing into the Web3 space through DeLorean Labs. The Company recognizes challenges in the automotive industry, such as the need for greater transparency in vehicle ownership and performance data, and the development of a marketplace for a decentralized efficient way to buy, sell and trade vehicles, as well as in the Web3 ecosystem, where mass adoption hinges on authentic engagement and meaningful utility. By embracing decentralization and digital ownership, DeLorean aims to redefine itself not just as an automotive icon but as a pioneer addressing these problems.

To tackle these challenges, DeLorean is launching:

(1) The FLUX Protocol, an industry-first on-chain vehicle reservation and analytics system. FLUX provides a seamless and transparent ecosystem for purchasing, authenticating, and tracking vehicles, offering immutable confirmation of ownership and performance data through blockchain technology.

(2) Additionally, the DMC Token serves as the cornerstone of DeLorean's ecosystem, enabling transactions for vehicles and exclusive merchandise while fostering brand loyalty. These initiatives not only enhance the consumer experience in the Web2 space but also position DeLorean as a trusted guide for mainstream adoption of Web3 technologies, effectively bridging the gap between traditional brands and the decentralized future.

Terms of Offering

The Company plans to deliver DMC Tokens after the "Token Release Event" or "TRE" defined as the date when the DMC Tokens, subject to lock-up provisions, are initially released to Purchasers by the Company. It is anticipated that the TRE will occur on or before March 31, 2025 (the "***Deadline Date***"). If there is no TRE 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 DMC 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 a non-U.S. Person under U.S. federal securities laws via the sale website at https://republic.com/delorean. The Company may terminate such sales at any time prior to the sale of any and all DMC 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 Allocation

An initial supply of 12,800,000,000 DMC Tokens will be created in the initial minting processes. For discussion of the impact of inflation on the supply of DMC Tokens, *see* "Description of the DMC Token" below.

Allocation Schedule

The allocation schedule for the DMC Tokens at the TGE is described below.

Private Seed Round. A total number of 2,048,000,000 DMC Tokens, equal to 16.00% of the initial network supply of the DMC Tokens, is allocated to private seed sale contributors ("***Private Seed Sale***") for their capital contributions to DeLorean (BVI) Inc. DMC Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Private Strategic Pre-Sale. A total number of 640,000,000 DMC Tokens, equal to 5.00% of the initial network supply of the DMC Tokens, is allocated to strategic sale contributors ("***Private Pre-Sale***") for their capital contributions to DeLorean (BVI) Inc. DMC Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Sale. A total number of 1,152,000,000 DMC Tokens, equal to 9.00% of the initial network supply of the DMC Tokens, is allocated tocertain contributors in the Public Sale round, from which 576,000,000 are currently allocated to this Offering, with the balance being reserved for an additional launchpad offering. DMC Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Team and Advisors. A total number of 2,272,000,000 DMC Tokens, equal to 17.75% of the initial network supply of the DMC Tokens, is allocated to DeLorean (BVI) Inc. and the founders of the Company. DMC Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Ecosystem Development. A total number of 6,688,000,000 DMC Tokens, equal to 52.25% of the initial network supply of the DMC Tokens, is allocated to the Company's ecosystem and development efforts. DMC Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Initial Launch of the DMC Tokens

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

Overview of Transfer Restrictions Discussed in this Memorandum

This Memorandum describes the legal and contractual transfer restrictions applicable to the DMC Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under "Notice to Purchasers" and "Addendum C: DMC Tokens Terms and Conditions" which contain important information regarding the DMC 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: DMC Token Terms and Conditions."

TERMS OF THE OFFERING

The summary below describes the principal terms of the DMC 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:	DeLorean (BVI) Inc., a British Virgin Islands company.
TPAs:	The expected number of DMC Tokens to be sold in this Offering is 576,000,000 DMC Tokens, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Republic Sale allocation. Any unsold DMC Tokens can be re-allocated by the Company in its sole discretion.
Purchaser Qualifications:	Each Purchaser must be a non-U.S. Person who is not purchasing for the account or benefit of a "U.S. Person" as defined in Regulation S under the Securities Act and not be a citizen or resident of a jurisdiction listed under Exhibit A of the Token Purchase Agreement unless an express exception applies as set forth therein.
Offering Size:	US$ 4,086,000, subject to increase dependent on demand.
Period of Offering:	January 21, 2025 starting at 9:00 am Eastern Standard Time ("***EST***") through January 28, 2025 at 11:59 pm PST (the "***Offering Period***"). Purchasers who are on the Company's "allowlist" are eligible for exclusive participation in this Offering starting on January 21, 2025 at 9:00 am EST for a period of 12 hours. 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 DMC Tokens available for purchase may be higher or lower than the amount displayed below): **Regulation S Offering Option 1:** Price: US$0.0060/DMC Token Delivery Restrictions: Purchased Tokens will be delivered per the vesting schedule commencing on the first (1) day from the Token Release Event. Tier 1 Supply: 115,200,000 DMC Tokens **Regulation S Offering Option 2:** Price: US$0.0069/DMC Token Delivery Restrictions: Purchased Tokens will be delivered per the vesting schedule commencing on the first (1) day from the Token Release Event. Tier 2 Supply: 201,600,000 DMC Tokens

	Regulation S Offering Option 3 Price: US$0.0078/DMC Token Delivery Restrictions: Purchased Tokens will be delivered per the vesting schedule commencing on the first (1) day from the Token Release Event. Tier 3 Supply: 259,200,000 DMC 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 DMC Tokens, in the United States or to U.S. Persons (as defined in Rule 902 of Regulation S under the Securities Act), unless, where applicable in compliance with securities laws.
Subscription Amounts:	The minimum purchase amount is $100.00 for Purchasers. The maximum purchase amount is $100,000 for Purchasers. Such amounts may be modified by the Company in its sole discretion.
Delivery of DMC 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 Release Event, on or before the Deadline Date (as defined herein), DMC Tokens will be delivered to a Sui blockchain-compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.
Token Exchange:	Following the Token Release Event, a Purchaser of TPAs will receive DMC 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/delorean 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.

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 a Dissolution Event prior to the Deadline Date, 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 DMC Tokens will be governed by the law of British Virgin Islands.

Use of Proceeds:

See "Use of Proceeds".

Republic Service Providers

The Company shall pay to ODB (I) a cash fee paid to ODB from the proceeds of this Offering will be determined pursuant to the following schedule: (a) For the dollar value of the securities sold to Purchasers pursuant to this Offering up to but not in excess of $2,000,000: (i) six percent (6.0%) to ODB, (b) For the dollar value of the securities sold to Purchasers pursuant to this Offering greater than $2,000,000 but not in excess of $4,000,000: (i) five percent (5.0%) to ODB, and (c) For the dollar value greater than $4,000,000: (i): four percent (4.0%) to OBD (collectively the "**Cash Commission**"); and (II) a Tokens commission equivalent to 2.0% of the dollar value of the Tokens issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Tokens Commission", and together with the Cash Commission, the "ODB Commissions"). Such Tokens shall be of the same type as those issued by the Company 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 Tokens 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 Company agrees that the Tokens Commission can be assigned to ODB's Affiliates at ODB's sole discretion and without notice, and no further consent from the Company is needed for this assignment. Non-accountable expenses shall be limited to one-half percent (0.5%) of the Offering's proceeds to ODB. While our management may promote the Company and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering. Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or makes any assurances as to the completeness, accuracy or reliability of any such information provided by the Company.

RISK FACTORS

A purchase of DMC 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 International Offering Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which the DeLorean Platform, the DMC 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 DMC 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 DMC TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE DMC TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT DMC TOKENS OR THE DELIVERY MECHANISM FOR THE DMC 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 DMC Tokens into the DeLorean 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 DMC Tokens is reliant upon the Company (i) raising sufficient resources to fund the ongoing development of the DMC Tokens; and (ii) complying with ongoing funding, reserve and/or regulatory requirements (as relevant) related to the proposed creation and operation of the DMC Tokens (collectively, the "***Regulatory and Funding Requirements***").

There is a significant risk that the DMC 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 DMC 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 DMC Tokens even if there are material changes to the scale, scope, business lines, operations, and any other characteristics of the DMC Tokens or the DeLorean 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 DMC Tokens. No promises of future performance or value are or will be made with respect to the DMC Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the DMC Tokens will hold any particular value.

The Company is developing the DMC Tokens to be used with respect to the DeLorean Platform. Subject to applicable law and the cautionary statements and risk factors contained in International Offering Memorandum, upon the DMC Token Release Event, the DeLorean Platform will accept any duly presented DMC Tokens in exchange for privileges and other benefits related to such DMC Tokens from time to time on the DeLorean Platform.

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

The DMC 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 DMC Token is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the DMC 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 DMC Tokens or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the DeLorean Platform or the integration of the DMC Tokens into the DeLorean Platform.

While the DMC Tokens are available only to contributors that are not Prohibited Persons there is the possibility that DMC Tokens could be acquired over time or following changes in the regulatory landscape by persons in other

jurisdictions currently restricted from acquiring DMC 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 DMC 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 DMC Tokens Will be Released. Many factors could influence the success of the Company and the DMC 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 DMC Tokens. The Company may change its plans for issuing the DMC 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 DMC Tokens. If the Token Release Event does not occur or for other reasons the Company does not issue the DMC Tokens as planned, Purchasers will not receive some or all of their DMC Tokens. The Company has sole discretion to determine when, or if, the Token Release Event occurs.

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

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

Risks Associated with the Overarching Blockchain Industry in Which the DeLorean 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 block-based tokens. The digital assets industries as a whole have been characterized by rapid changes and innovations and are constantly evolving. Although they have experienced significant growth in recent years, the slowing or stopping of the development, general acceptance and adoption, and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of the DMC 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 DMC 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 DMC Tokens. If you give us the incorrect address to which to send your DMC Tokens, we are not responsible for any loss of DMC 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 DMC Tokens. The DMC 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 DMC 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 DMC Tokens will result in the loss of the Purchasers' DMC 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 DMC 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 DMC 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 DMC 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 DMC Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the DMC Tokens and such smart contract systems, including its termination and the loss of DMC 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 DeLorean Platform and DMC 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 DMC Tokens. Regulatory actions could negatively impact the DMC 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 DMC Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the DMC Tokens, which restrictions could impede, limit, or end the development of the DMC Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the DMC 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 DMC Tokens could be enacted, which could impact the utility of the DMC Tokens in the DeLorean Platform. Additionally, users of the DeLorean 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 DMC Tokens, including the utility of DMC Tokens with respect to the DeLorean Platform, including any applications that are built in connection with the DeLorean 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 Release Event, the development of the DMC Tokens and/or the Company's ability to issue the DMC Tokens.

Although this Offering excludes US persons, for added certainty 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 DeLorean 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 DeLorean 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 DMC Tokens, including its further development, or the value of the DMC Tokens and/or could cause us to cease operations in New York or any other states requiring a license for our activity.

Although this Offering excludes US persons, for added certainty 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 DeLorean 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 DMC 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 DeLorean Platform, the DMC Tokens, suspensions in the operation of the DeLorean Platform, the DeLorean Protocol, the DMC Tokens or certain of its components, changes in how the DMC 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 DMC Tokens. It could also lead to a decrease in value of DMC Tokens. In addition, a regulator could take action against us if it views our activity regarding the DeLorean Platform or the DMC Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the DMC Tokens and/or could cause the Company to cease operations in certain states or nationwide.

Risk of DMC Tokens Being Deemed a Futures Contract or Swap. Given the time period between the close of this Offering and delivery of the DMC 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 DMC Tokens shortly after the Token Release Event to Purchasers who represent and warrant that they are DeLorean Platform users not purchasing with speculative intent and who are otherwise prohibited from transferring the DMC Tokens before the DMC 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 DMC Tokens may adversely affect the DeLorean Platform. Additionally, a meritorious claim could prevent developers from accessing the most up-to-date protocol code or holding or transferring their DMC Tokens.

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

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

DMC Token Integration Risk and Risk of Insufficient Interest in the DeLorean Platform. There are no guarantees as to the timing of the DMC Tokens being integrated into the DeLorean 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 DMC Tokens or that public interest in the DeLorean Platform may reduce over time. Such a lack of interest could negatively impact the DMC Tokens and their functionality in the DeLorean 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 DMC Tokens. A significant amount of work was required in order to create the DMC Tokens and implement the DMC Token into the DeLorean 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 DMC 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 DMC 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 DMC Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the DMC 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 DMC Tokens. Moreover, the Company may not be able to retain full and effective control over how other participants will use the DeLorean Platform, what products or services will be offered through the DeLorean Platform by third parties, or how third-party products and services will utilize DMC Tokens (if at all). This could create the risk that the DMC 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 DMC Tokens into the DeLorean Platform will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the DeLorean Platform and DMC Tokens, and the potential utility of the DMC Tokens within the DeLorean Platform.

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

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

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

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

Risks from Taxation. The tax characterization of the DMC 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 DMC 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 DMC Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, DMC 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 DMC Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the DMC 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 DMC Tokens, adversely impacting the ability to further derive any usage or functionality from DMC 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 DMC Tokens employs open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the DMC Token and negatively affect it.

You acknowledge, understand, and accept that if your private key or password gets lost or stolen, the DMC 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 DMC Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store DMC Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your DMC 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 DeLorean 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 DeLorean 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 DeLorean 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 DMC Tokens.

Risk of Security Weaknesses in the DMC Tokens. The DMC 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 DMC Tokens to interfere with the use of or cause the loss of DMC 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 DMC Tokens) by rendering ineffective the cryptographic consensus mechanism that underpins the DMC Tokens, which could result in the theft, loss, or decreased utility of the DMC 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 DMC 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 DMC Tokens.

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

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

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

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

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

Risk Associated with Underlying Technology. There can be no guarantee that the technology required for operation of the DeLorean 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 DeLorean Platform and may have a material adverse impact on DMC Tokens.

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

The Holders of DMC 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 DMC 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 DMC 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 DMC 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 DMC Tokens. In addition, the Company may take such steps as it considers necessary or convenient where it believes or suspects the DMC 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 DMC Tokens are no longer viable.

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

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 DMC Tokens. No separate counsel has been engaged by the Company to represent any purchasers with respect to a purchase of the DMC 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 DMC 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 DMC 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 DeLorean Platform and DMC Tokens, by users and DMC Tokenholders, may result in unforeseeable adverse impact to the DeLorean Platform out of the Company's control, which may in turn potentially affect the value of DMC 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 DeLorean 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 DeLorean Platform and DMC 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 DeLorean 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 DeLorean Platform, and the distribution of DMC Tokens.

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 DeLorean 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 DeLorean 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 DeLorean 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 DeLorean 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 DeLorean Platform or the Company may encounter potential conflicts of interest in connection with the sale of DMC 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 DeLorean 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 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 DMC Tokens Could Negatively Impact Their Price. The Company may, in the future, list DMC Tokens on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of DMC 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 DMC Tokens while such DMC Tokens remain subject to a lock-up.

Risks Associated with Inflationary Rate of DMC Tokens. There is no assurance that the DMC Tokens will remain with no inflation rate. The Company may, without notice, determine that it is necessary for the DMC Token to introduce an inflationary mechanism. If an inflationary rate is adopted the stated inflation rate may vary, among other factors, based on the number of missed blocks resulting in missed rewards.

USE OF PROCEEDS

The Company intends to use the proceeds from the DMC Token Offering, net of any income taxes and fees, for general business purposes, including, but not limited to, supporting specific initiatives within the DeLorean ecosystem, such as marketing and community development (29.5%), technical and token development (23.2%), brand development (19.2%), general administrative expenses (12.2%), corporate services (6.7%), and a contingency reserve (9.2%). Notably, the technical development costs are reduced through collaboration agreements providing engineers and developers at no cost to DeLorean. No proceeds from this Offering will be used to discharge any indebtedness.

Accordingly, our management will have broad discretion over the application of the proceeds received from the Offering 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 DMC Tokens, the future value and utility of Purchasers' DMC 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 the particular uses for the net proceeds to be received upon the closing of the Offering. 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 government obligations of, crypto assets, or hold as cash.

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

The Company reserves the right to alter the use of proceeds of the Offering.

MANAGEMENT OF THE COMPANY

Our key team members including their ages and positions, are set forth below:

Name	Age	Functional Position
Members		
Evan Kuhn	38	President
Darren Murray	30	Head of Community

Members

Evan Kuhn

Evan is a Cayman Islands-based entrepreneur and co-founder of Uniting Capital, a CIMA regulated asset management firm that combines traditional finance with the power of blockchain technology. Their flagship BTC Alpha Fund SP has performed well in its first year since inception in 2023. Prior to Uniting Capital, Evan co-founded Coinberry in 2017; Canada's first registered digital asset brokerage firm. With over $1bn in transacted volume, 225,000 users and over $100m of AUM, Evan sold Coinberry in 2022 to WonderFi Technologies for $40m and continues to support the company as a Board observer. He has also been an early investor in multiple crypto projects and protocols with successful exits. Previously he acquired a stake in Green Pharma in 2017 and led their restructuring to create Bloomera, a successful pharmaceutical business that built licensed premises for the Canadian Government and Health Canada, with a successful exit to RavenQuest for $28m CAD in 2018.

Darren Murray

Darren brings over ten years of expertise in driving consumer engagement, digital experiences, and community building. Darren has a track record of introducing innovative marketing strategies and building robust communities with the ability to meet evolving trends. He has an extensive background in the gaming industry, having served as Senior Marketing Manager for Karate Combat, Community Support Specialist at Electronic Arts, and Head of Global Support at Bitcoin.com. Darren's experience, leadership and strategic vision have consistently positioned organizations for success, making him a vital asset to DeLorean's mission of innovation and excellence. His commitment to community building and comprehensive marketing strategies will help ensure that DeLorean is positioned at the forefront of the Web3.

Relationship to DeLorean Technologies Global

The Company is owned by DeLorean Technologies Global, Inc., a company, formed in 2024 ("***DTG***"), and in combination with the Company operate as DeLorean Labs. The prior Private Seed Sale and Private Pre-Sale of DMC Tokens were conducted by DeLorean Labs. Delivery of DMC Tokens from the Private Seed Sale and Private Pre-Sale will be fulfilled by DeLorean Labs at the time of the Token Release Event in accordance with the vesting schedule set forth in "Plan of Distribution".

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to an offering engagement agreement with ODB, effective as of November 21, 2024 (the "*ODB Engagement Agreement*"), who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the ODB Engagement Agreement will continue until the later of the date on which (i) the TPAs are no longer being listed on the Republic Platform or (ii) all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days' prior written notice or for cause pursuant to the ODB Engagement Agreement.

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

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

Commission and Expenses. The Company shall pay to ODB (I) a cash fee paid to ODB from the proceeds of this Offering will be determined pursuant to the following schedule: (a) For the dollar value of the securities sold to Purchasers pursuant to this Offering up to but not in excess of $2,000,000: (i) six percent (6.0%) to ODB, (b) For the dollar value of the securities sold to Purchasers pursuant to this Offering greater than $2,000,000 but not in excess of $4,000,000: (i) five percent (5.0%) to ODB, and (c) For the dollar value greater than $4,000,000: (i): four percent (4.0%) to OBD (collectively the "**Cash Commission**"); and (II) a Tokens commission equivalent to 2.0% of the dollar value of the Tokens issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Tokens Commission", and together with the Cash Commission, the "ODB Commissions"). Such Tokens shall be of the same type as those issued by the Company 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 Tokens 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 Company agrees that the Tokens Commission can be assigned to ODB's Affiliates at ODB's sole discretion and without notice, and no further consent from the Company is needed for this assignment. Non-accountable expenses shall be limited to one-half percent (0.5%) of the Offering's proceeds to ODB. While our management may promote the Company and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

Payment Processing Fees. The Company shall pay ODB, irrespective of the outcome of any offering, all payment processing fees including, but not limited to Stripe Inc., Zero Hash LLC and any other payment processor mutually agreed to by ODB and the Company. If the Offering has launched, these fees are typically the greater of $2,500 or approximately 2% of an Offering's proceeds.

Business Advisory Service Fees: We have agreed to pay ODB $30,000 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.

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.

DESCRIPTION OF THE DMC TOKENS

Ownership of DMC 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 DMC Tokens at a fulfillment price of $0.0060, $0.0069 and $0.0078 per DMC Token. The TPAs and the DMC Tokens are subject to transfer restrictions as described under "Terms of the Offering" above.

DMC Tokens are the native unit of value built upon the Sui blockchain used for smart contracts on the DeLorean Protocol and can be stored in any Sui blockchain-compatible wallet. The Sui blockchain is a layer 1 blockchain protocol that allows for the computation of decentralized applications, as described further below in "Description of the DeLorean Platform".

The ownership of DMC Tokens is evidenced through the association of a certain number of DMC Tokens with a public key or wallet address as recorded on the blockchain underlying the Sui blockchain. Each such public key and wallet will have an associated private key, which a tokenholder must control in order to control the DMC Tokens associated with such public key or wallet, including to transfer DMC Tokens to another person. In turn, control of the private key is proved by providing a digital signature on any digital record addressing DMC 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 DMC Tokenholder's ability to control any DMC Token issued to such tokenholder. DMC Tokens are not otherwise tracked and are not designated by special serial numbers or other unique identifiers. As such, DMC 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 DMC Tokens associated with such wallet and public key address, it is necessary for holders of the DMC Tokens to ensure the security and privacy of their relevant private keys. If the private key is lost, the DMC Tokenholder will no longer be able to control the DMC Tokens associated with such private key, which in turn will result in the tokenholder's inability to transfer any DMC 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 DMC Tokens associated with such private key and may thus transfer such DMC Tokens to another person without the tokenholder's permission.

Functionality of DMC Tokens

A goal of the DMC Token is to enhance user experience and foster brand loyalty through innovative use cases. The Company will achieve this by leveraging blockchain technology to support digital collectibles, brand affinity incentives, exclusive access, and physical integrations with DeLorean vehicles and merchandise. The DMC Tokens may facilitate a wider range of activities and interactions within the DeLorean ecosystem, enabling users to maintain full ownership and control over their experiences powered by a secure, fast, and scalable infrastructure.

It is anticipated that users of the DeLorean Platform will be able to use the DMC Token in the following ways:

(1) **Gaming Incentives.** DMC Tokens may be used to incentivize gaming activities, allowing users to drive digital DeLorean vehicles in virtual worlds through third-party partnerships with Web3 racing publishers. Users who hold or stake DMC Tokens may earn in-game benefits such as multipliers on token rewards, bonuses, or exclusive features, for in-game performance in select Web3 racing titles, building a strong community that extends beyond physical vehicles. Participants who purchase a digital DeLorean vehicle from select third-party publishers may receive an airdrop of DMC Tokens to their wallet, introducing them to the utility of the DMC Token.

(2) **Purchasing DeLorean Products and Merchandise.** DMC Tokens may be earned through the Company's incentive initiatives and used for full or partial purchases of DeLorean vehicles, options, upgrade packages, and repairs. For those not purchasing vehicles, DMC Tokens may be used to acquire branded merchandise and apparel such as vintage clothing, hats, jackets, sunglasses, and other products available in the DeLorean online store. Exclusive limited-edition merchandise drops may also be offered exclusively to DMC Token holders through the DeLorean Labs site.

(3) **Discounts and Exclusive Offers.** Using DMC Tokens as a method of payment may provide users with discounted pricing and exclusive offers, encouraging regular use and mass adoption of the token.

(4) **Buy Back Program.** The Company intends to implement a buy back program whereby a percentage of all DeLorean ecosystem revenue will be used to buy $DMC on the open market for the following: incentivize the DeLorean Web2/3

communities; provide staking rewards without increasing supply through inflation. An APY multiplier will be deployed based on lockup duration; remove $DMC from circulation either through treasury lockups or burns.

(5) **Data Insights.** Through the transparency of blockchain technology, the Company may gain valuable insights into consumer behavior and vehicle analytics, enhancing strategic benefits for the DeLorean brand.

(6) **Community Engagement.** The synergistic relationship between enhanced user experience and strategic benefits for the DeLorean brand aims to drive engagement, loyalty, and growth within a dynamic and secure digital asset ecosystem.

Token Supply

The initial supply of DMC Tokens is 12,800,000,000. The total supply of DMC Tokens will be allocated as described in "Plan of Distribution".

Limited DMC Token-Related Rights

DMC 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 DMC 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 DMC 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, there are no binding obligations on the Company with respect to the DMC Tokens or the holders of DMC Tokens following the delivery of DMC Tokens.

Secondary Markets

The DMC Token is designed to be used on, or interacting with, the DeLorean 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 DMC Token beyond its stated usefulness on or in connection with the DeLorean Platform.

DESCRIPTION OF THE DELOREAN PLATFORM

Overview

The DeLorean Protocol will be co-developed with Mysten Labs. Leveraging Mysten's robust infrastructure and engineering resources, the Company aims to collaboratively develop a series of automotive firsts and set the blueprint for cars leveraging the benefits of blockchain technology.

The Company intends to leverage its protocol to drive a new revolution in the automotive sector. DeLorean will be the first vehicle to utilize the benefits of blockchain technology for critical vehicle statistics and analytics, and an advanced build-slot reservation marketplace. The Company aims to position its DeLorean Protocol as the standard by which transitions from Web2 to Web3 are measured, empowering its application to become the leading choice for vehicle brands worldwide, thereby generating a tangible source of sustainable revenue and profit.

The Chain

The Company will utilize the Sui blockchain to serve as the foundation for the DeLorean Protocol. The chain is a decentralized permissionless smart contract platform biased towards low-latency management of assets. Smart contracts are written in the Move language. Move is safe and expressive, and its type of system and data model naturally support the parallel agreement/execution strategies that make the chain scalable. Move is an open-source programming language for building smart contracts originally developed at Facebook for the Diem blockchain. The language is platform-agnostic and has recently been gaining popularity on other platforms. The Move programming language defines assets as objects that may be owned by an address. Move programs define operations on these typed objects including custom rules for their creation, the transfer of these assets to new owners, and operations that mutate assets. The chain is maintained by a permissionless set of authorities that play a role similar to validators or miners in other blockchain systems. It uses a Byzantine consistent broadcast protocol between authorities to ensure the safety of common operations on assets, ensuring lower latency and better scalability as compared to Byzantine agreement. It only relies on Byzantine agreement for the safety of shared objects as well as governance operations and check-pointing, performed off the critical latency path.

Execution of smart contracts is also naturally parallelized when possible. Sui supports light clients that can authenticate reads as well as full clients that may audit all transitions for integrity. These facilities allow for trust-minimized bridges to other blockchains. A native asset (Sui) is used to pay for gas for all operations and also by its owners to delegate stake to authorities to operate the chain within epochs, and periodically authorities are reconfigured according to the stake delegated to them. Used gas is distributed to authorities and their delegates according to their stake and their contribution to the operation of the chain.

Reservation Marketplace

Leveraging the robust technology of the chain, each owner-distinctive aspect of a vehicle can be treated as an object with a globally unique identifier that serves as the persistent identity of that object through any transfer or mutation of assets. For vehicle orders placed on the DeLorean Build-Slot Reservation Marketplace, consumers will have the ability to add or change options (such as exterior colours, trim and wheel packages, interior finishes, battery packages, etc.) between the initial deposit and final payment stages.

For the life of every DeLorean vehicle, the Marketplace Dashboard will also contain verifiable records of i) original ownership and transfers of ownership; ii) vehicle characteristics such as mileage, battery maintenance, and repairs; and iii) user-specific drive behaviour and analytics.

Unlike certain Web2 services, the DeLorean model aims to take the human element out of the equation so that the on-chain vehicle data is not reliant on the integrity of the person providing it.

Revenue Generation: i) licensing white-label versions of the reservation marketplace to auto makers; and ii) licensing arrangements with automotive insurers who can use the immutable data to formulate/adjust premiums. Benefits to drivers who opt into the program could be a reduction to insurance premiums.

State of the Project

Since the re-birth of its vehicle in 2022, the Company has been roadmapping the launch of their Web3 initiative. Driven by a vision to integrate next generation technology into their operations, DeLorean Labs aims to revolutionize how consumers interact with and purchase vehicles. By leveraging blockchain technology, DeLorean Labs is positioning itself at the forefront of the automotive industry's digital transformation.

The following graphic highlights some of DeLorean Labs and the Company's development efforts to date.

PLAN OF DISTRIBUTION

This Offering of DMC Tokens will be deemed to be fully subscribed once the aggregate purchase amount (of TPAs) meets the Offering Size (see "Terms of the Offering").

Allocation of DMC Tokens

The 12,800,000,000 DMC Tokens, consisting of the initial minted supply of DMC Tokens, will be allocated as follows:

Allocation	**Tokens**	**%**
Private Sales:		
Private Seed Sale	2,048,000,000	16.00%
Private Pre-Sale	640,000,000	5.00%
Public Sales:		
Public Sales (Regulation S)	1,152,000,000	9.00%
Ecosystem Development	6,688,000,000	52.25%
Team & Advisors	2,272,000,000	17.75%
Total Token Allocation:	**12,800,000,000**	**100.00%**

Private Sales:

Private Seed Sale
A total number of 2,048,000,000 DMC Tokens, equal to 16.00% of the initial network supply of the DMC Tokens, is allocated to Private Seed Sale contributors for their capital contributions. DMC Tokens in this distribution category are subject to a vesting schedule, with DMC Tokens under each such grant vesting over twenty-four (24) months with a six (6) month cliff period commencing at the time of the Token Generation Event. After the cliff, vesting commences linearly over the following eighteen (18) months.

Private Pre-Sale
A total number of 640,000,000 DMC Tokens, equal to 5.00% of the initial network supply of the DMC Tokens, is allocated to Private Pre-Sale contributors for their capital contributions. DMC Tokens in this distribution category are subject to a vesting schedule, with DMC Tokens under each such grant vesting over six (6) months commencing at the time of the Token Generation Event. Vesting occurs linearly each month.

Public Sales:

Republic Sale Tier 1 (Regulation S)
A total of 115,200,000 DMC Tokens, equal to 0.90% of the initial network supply of the DMC Tokens, is allocated to Public Sale Option 1 contributors for their capital contributions. These DMC Tokens are subject to a vesting schedule over five (5) months with no cliff period. Vesting occurs linearly each month, commencing on the first (1) day following the Token Generation Event.

Republic Sale Tier 2 (Regulation S)
A total of 201,600,000 DMC Tokens, equal to 1.58% of the initial network supply of the DMC Tokens, is allocated to Public Sale Option 2 contributors for their capital contributions. These DMC Tokens are subject to a vesting schedule over four (4) months with no cliff period. Vesting occurs linearly each month, commencing on the first (1) day following the Token Generation Event.

Republic Sale Tier 3 (Regulation S)
A total of 259,200,000 DMC Tokens, equal to 2.03% of the initial network supply of the DMC Tokens, is allocated to Public Sale Option 3 contributors for their capital contributions. These DMC Tokens are subject to a vesting schedule over three (3) months with no cliff period. Vesting occurs linearly each month, commencing on the first (1) day following the Token Generation Event.

Ecosystem Development:

A total number of 6,688,000,000 DMC Tokens, equal to 52.25% of the initial network supply of the DMC Tokens, is allocated to the Company's ecosystem development. This allocation will be used to facilitate numerous key Project objectives such as community building through airdrops and strategic partnerships; technical development; brand development; IP use and support; sufficient market liquidity; decentralized governance; and treasury reserves to support the continued development and long-term sustainability of the Project.

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the DMC Tokens offered hereby because: (i) a purchase of the DMC Tokens involves a number of significant risks (see "Risk Factors"); (ii) no market for the DMC Tokens currently exists; and (iii) there is no established trading market for the DMC Tokens and it is possible that a robust public market will never develop for the DMC Tokens. The sale of DMC 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 qualified purchasers as defined in Regulation S under the Securities Act. To be eligible to participate in this Offering, you are required to represent to the Company in writing that you are a non-U.S. person under Regulation S, purchasing in an offshore transaction. You must also represent in writing that you are (i) purchasing the TPA for your own account not for the account of others and not with a view of reselling or distributing the DMC Tokens, (ii) not domiciled or a citizen of a Prohibited Jurisdiction or of a country in which cryptocurrency offerings are illegal, and (iii) not from countries which the Office of Foreign Assets Control has deemed a "sanctioned" country. Each Purchaser must be a non-U.S. Person who is not purchasing for the account or benefit of a "U.S. Person" as defined under Regulation S under the Securities Act.

A U.S. Person means any one of the following:

(a) any U.S. Citizen;
(b) any natural person resident in the United States of America;
(c) any partnership or corporation organized or incorporated under the laws of the United States of America;
(d) any estate of which any executor or administrator is a U.S. person;
(e) any trust of which any trustee is a U.S. person;
(f) any agency or branch of a foreign entity located in the United States of America;
(g) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
(h) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States of America; and
(i) any partnership or corporation if:
    (1) organized or incorporated under the laws of any foreign jurisdiction; and formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501 under the Securities Act) who are not natural persons, estates, or trusts.

The following are not "U.S. persons":

(a) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
(b) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
    (1) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
    (2) The estate is governed by foreign law;
(c) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
(d) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
(e) Any agency or branch of a U.S. person located outside the United States if:
    (1) The agency or branch operates for valid business reasons; and
    (2) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
(f) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

Other Requirements

In addition to submitting documentation to confirm one's status as a "non-U.S. Person" all potential purchasers of the DMC Tokens will need to complete requisite know-your-customer and anti-money laundering procedures to purchase DMC 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 DMC 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 DMC 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 DMC 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 DMC Tokens

DMC 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 Release Event, the DMC 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 DMC 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 DMC Tokens, if issued, and that restrict the DMC Tokens' resale. **The DMC 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 DMC Tokens hereunder. In addition, holders of DMC Tokens will not be able to transfer their DMC Tokens until such DMC 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 a U.S. Person under Regulation S 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 DMC Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the DMC 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 DMC Tokens are being initially offered and sold outside the United States only to non-U.S. persons in offshore transactions in reliance upon Regulation S under the Securities Act.

As used herein, the terms "United States", "U.S. person" and "offshore transactions" have the meanings given to them in Regulation S under the Securities Act.

Representations and Warranties of Purchasers

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

(1) It understands and acknowledges that (i) the DMC Tokens have not been and will not be registered under the Securities Act or any other applicable securities law, unless required by applicable law, (ii) the DMC 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 DMC 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 DMC 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 a non-U.S. Person (as defined in Regulation S) acquiring the TPA, and it is aware that the TPA and the DMC 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 DMC 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 DMC 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 DMC Token holders thereof or (B) notifies DMC Token holders 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 DMC Tokens. It has had access to such financial and other information concerning the Company and the DMC 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 DMC 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 DMC 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 DMC 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 DMC 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 "***DMC 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 DMC TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION S (THE "***REGULATION S LEGEND***"): THE DMC TOKENS WHEN ISSUED WILL BE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS. EXCEPT AS SET FORTH BELOW,

THE TOKENS SHALL NOT BE EXCHANGEABLE FOR TOKENS THAT ARE NOT SUBJECT TO A LEGEND CONTAINING RESTRICTIONS ON TRANSFER UNTIL THE EXPIRATION OF THE APPLICABLE ONE-YEAR "DISTRIBUTION COMPLIANCE PERIOD" (WITHIN THE MEANING OF REGULATION S) AND THEN ONLY UPON CERTIFICATION IN A FORM REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT, IF ANY, THAT SUCH DMC TOKENS ARE OWNED EITHER BY NON-U.S. PERSONS OR U.S. PERSONS WHO PURCHASED SUCH INTERESTS IN A TRANSACTION THAT DID NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT.

A "***COMPLIANT REGULATION S SALE***" MEANS A SALE, FOLLOWING THE ESTABLISHMENT BY THE ISSUER OF A SUFFICIENT PROCESS TO VERIFY THE IDENTITY OF SUBSEQUENT TOKEN HOLDERS IN ORDER TO ENSURE COMPLIANCE WITH ALL REGULATORY REQUIREMENTS FOR DIVIDEND PAYMENTS AND COMPLIANCE WITH APPLICABLE LAW (E.G., THROUGH THE APPOINTMENT OF AN SEC-REGISTERED TRANSFER AGENT) AND NOTICE TO TOKEN HOLDERS THEREOF AND OF ALL APPLICABLE CONDITIONS, (1) TO A PERSON WHO IS NOT A "U.S. PERSON" THAT OCCURS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH ALL OF THE REQUIREMENTS OF REGULATION S AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH SALE IN THE JURISDICTION IN WHICH SUCH SALE AND PURCHASE IS MADE AND (2) FOR WHICH SELLER HAS A REASONABLE BELIEF THAT EACH PERSON TO WHOM THE TOKEN IS TRANSFERRED WILL BE PRESENTED WITH NOTICE SUBSTANTIALLY SIMILAR TO THE "***REGULATION S LEGEND***" AND WILL HAVE AFFIRMATIVELY SIGNALED HIS, HER OR ITS UNDERSTANDING; PROVIDED, THAT THE COMPANY AND THE TRANSFER AGENT, IF ANY, WITH RESPECT TO THIS TOKEN SHALL HAVE THE RIGHT PRIOR TO PERMITTING ANY SUCH COMPLIANT REGULATION S SALE OCCURRING PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AS TO THE COMPLIANCE OF SUCH COMPLIANT REGULATION S SALE WITH ALL APPLICABLE SECURITIES LAWS.

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 DMC Tokens unless it is given reasonable assurance that each person to whom it transfers DMC Tokens receives notice of any restrictions on transfer of such DMC 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 DMC 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 DMC Tokens will not be required to accept for registration of transfer any DMC 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 DMC Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the DMC Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the DMC 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 DMC 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 DMC 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 DMC 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, DMC 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, delivering the DMC Tokens.

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, council members, directors, officers, advisors, 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, advisors 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, directors and advisors. At present, there is no pending litigation or proceeding involving our president, council members, directors, officers, or advisors 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 DMC TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS INTERNATIONAL OFFERING MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT CHANGES TO THE INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS INTERNATIONAL OFFERING MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. WE WILL NOT OBTAIN ANY RULING FROM THE INTERNAL REVENUE SERVICE WITH REGARD TO THE TAX CONSEQUENCES OF THE RECEIPT OF OR A PURCHASE OF DMC TOKENS.

THE TAX TREATMENT OF DMC 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 DMC 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 DMC TOKENS.

ADDENDUM A
FORM OF TOKEN PURCHASE AGREEMENT
DELOREAN (BVI) INC.
Offering: DMC Tokens

THE OFFER AND SALE OF THE TOKENS (AS DEFINED BELOW) DESCRIBED HEREUNDER HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THIS OFFERING IS BEING MADE ONLY TO NON-U.S. PERSONS (AS DEFINED IN RULE 902 OF REGULATION S 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 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 INTERNATIONAL OFFERING 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 INTERNATIONAL OFFERING MEMORANDUM PROVIDED TO YOU IN CONNECTION HEREWITH, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

DMC TOKEN PURCHASE AGREEMENT

Purchaser:	[INSERT NAME]
Agreement Date:	[INSERT DATE OF AGREEMENT]
Purchaser's Network Address for Delivery of DMC Tokens:	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
Purchase Amount:	[INSERT TOTAL PURCHASE AMOUNT]
Price Per DMC Token:	$0.0060/DMC Token, $0.0069/DMC Token, $0.0078/DMC Token
Purchased DMC Tokens:	[INSERT TOTAL NUMBER OF DMC 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 Sui 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.

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 DMC Tokens, in the United States or to U.S. Persons (as defined in Rule 902 of Regulation S under the Securities Act), unless, where applicable, in compliance with securities laws. DMC Tokens will be delivered to a Sui wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.

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 company signature hereto, DeLorean (BVI) Inc., a British Virgin Islands company with registered address at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands. (the "***Company***") hereby issues to the Purchaser, a number of DMC Tokens (as defined below) equal to the Number of DMC 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 DMC 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 DMC Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the DMC 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 DMC 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 DMC Tokens Purchased for an aggregate purchase price equal to the Total Purchase Price, each as set forth above. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Purchaser's investment in whole or in part, along with this TPA for any reason or for no reason. Without limiting any of the foregoing, the valid execution of this TPA shall be conditioned upon the following terms being met: (i) Purchaser's completion of the purchase commitment process on the online platform maintained by ODB ("***ODB***"), providing technical services which allow the online hosting of the Company's offering; and (ii) the Company counter-signing this Agreement. For the avoidance of doubt, the Company may round down the Number of DMC 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 (2) business days after the Effective Date. Purchaser acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this TPA and the DMC 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**. This Offering is limited solely to Purchasers who are qualified purchasers as defined in Regulation S under the Securities Act. To be eligible to participate in this Offering, you are required to represent to the Company in writing that you are a non-U.S. person under Regulation S, purchasing in an offshore transaction. You must also represent in writing that you are (i) purchasing the TPA for your own account not for the account of others and not with a view of reselling or distributing the DMC Tokens, (ii) not domiciled or a citizen of a Prohibited Jurisdiction or a country in which cryptocurrency offerings are illegal, and (iii) not from countries which the Office of Foreign Assets Control has deemed a "sanctioned" country. Each Purchaser must be a non-U.S. Person who is not purchasing for the account or benefit of a "U.S. Person" as defined under Regulation S under the Securities Act.

A U.S. Person means any one of the following:

(a) any U.S. Citizen;
(b) any natural person resident in the United States of America;
(c) any partnership or corporation organized or incorporated under the laws of the United States of America;
(d) any estate of which any executor or administrator is a U.S. person;
(e) any trust of which any trustee is a U.S. person;
(f) any agency or branch of a foreign entity located in the United States of America;
(g) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
(h) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States of America; and
(i) any partnership or corporation if:

(1) organized or incorporated under the laws of any foreign jurisdiction; and formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501 under the Securities Act) who are not natural persons, estates, or trusts.

The following are not "U.S. persons":

(a) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

(b) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:

(1) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and

(2) The estate is governed by foreign law;

(c) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;

(d) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(e) Any agency or branch of a U.S. person located outside the United States if:

(1) The agency or branch operates for valid business reasons; and

(2) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

(f) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

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 DMC 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 DMC 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 ~~and~~ 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

3.2. **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 DMC Tokens Purchased set forth above in accordance. For the avoidance of doubt, DMC Tokens will be delivered to Purchaser's Wallet in accordance with the delivery schedule.

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

3.3.1. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this TPA and the delivery of the DMC Tokens as are reasonably requested by the Company, including documentation to verify Purchaser's status as a "***non-U.S. Person***" (as defined in Rule 902 of Regulation S under the Securities Act);

3.3.2. The Purchaser will provide to the Company, in writing, a Sui wallet address ("***Wallet***") to which the Purchaser's DMC Tokens will be delivered;

3.3.3. 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

3.3.4. 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.

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

3.4. **Lock-up**. In addition to any other restrictions required under applicable law, Purchaser agrees that it will not directly or indirectly transfer any DMC Tokens that have not been delivered to the Purchaser in accordance with Section 3.1 (such DMC Tokens being the "***Undelivered Tokens***"), any options to purchase any Undelivered DMC Tokens, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered DMC 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 DMC Tokens. For the avoidance of doubt, all DMC Tokens issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all DMC Tokens to the Purchaser.

3.5. **Claiming DMC Tokens**. DMC Tokens that are purchased by you may be claimed by you only. DMC Tokens are not transferable to any blockchain address prior to the Token Release Event. Prior to the Token Release Event of any DMC Tokens, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), DMC Tokens or any part or the whole of your rights, title or interest under these Terms, including your right to claim those DMC 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.

3.6. **Transferability**. If you transfer DMC 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 DMC 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 DMC Tokens, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of DMC Tokens to them, expressly agrees to be bound by these Terms as a Contributor for the period of time they hold DMC Tokens. By transferring any DMC 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 DMC Tokens.

3.7. **Absolute Ownership**. The owner of the wallet in which any DMC 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 DMC 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 DMC Tokens' absolute owner.

3.8. **<u>Written Notice</u>**. 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 DMC Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the DeLorean Platform in accordance with clause
3.5 above.

3.9. **<u>Voidability</u>**. Notwithstanding any other provision in this clause 3, the Company reserves the right to treat as void any transfer of DMC Tokens which the Company reasonably believes to be unlawful for any reason.

4. DEFINITIONS

4.2. "***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.

4.3. "***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.

4.4. "***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.

4.5. "***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.

4.6. "***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.

4.7. "***Person***" means any individual or legal entity, including a government or political subdivision or an agency or instrumentality thereof.

4.8. ***"Platform"*** means the FLUX Protocol and its associated website and services.

4.9. ***Reserved****.*

4.10. "***Token Release Event***" means the date when the DMC Tokens, subject to the lock-up provisions, are initially released to Purchasers by the Company.

4.11. "***Token***" means the DMC Token, which is used for governance and utility on the Company Platform.

4.12. ***Reserved.***

4.13. "***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

5.2. **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.

5.3. **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.

5.4. **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.

5.5. **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.

5.6. **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.

5.7. **Non-U.S. Person**. Purchaser states that he or she is an "non-U.S. Person" as defined in Regulation S promulgated under the Securities Act and is not citizen or resident of a jurisdiction listed under Schedule 1 unless an express exception applies as set forth therein 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 a non-U.S. Person as such term is defined in Rule 902 of Regulation S promulgated under the Securities Act.

5.8. **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.

5.9. **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 TOKEN (i.e., the TPA) AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE "***DMC 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 TOKEN, 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 TOKEN, 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 TOKEN 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 DMC TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

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

REGULATION S (THE "***REGULATION S LEGEND***"): THE DMC TOKENS WHEN ISSUED WILL BE ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM

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

A "***COMPLIANT REGULATION S SALE***" MEANS A SALE, FOLLOWING THE ESTABLISHMENT BY THE ISSUER OF A SUFFICIENT PROCESS TO VERIFY THE IDENTITY OF SUBSEQUENT TOKEN HOLDERS IN ORDER TO ENSURE COMPLIANCE WITH ALL REGULATORY REQUIREMENTS FOR DIVIDEND PAYMENTS AND COMPLIANCE WITH APPLICABLE LAW (E.G., THROUGH THE APPOINTMENT OF AN SEC-REGISTERED TRANSFER AGENT) AND NOTICE TO TOKEN HOLDERS THEREOF AND OF ALL APPLICABLE CONDITIONS, (1) TO A PERSON WHO IS NOT A "U.S. PERSON" THAT OCCURS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH ALL OF THE REQUIREMENTS OF REGULATION S AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH SALE IN THE JURISDICTION IN WHICH SUCH SALE AND PURCHASE IS MADE AND (2) FOR WHICH SELLER HAS A REASONABLE BELIEF THAT EACH PERSON TO WHOM THE TOKEN IS TRANSFERRED WILL BE PRESENTED WITH NOTICE SUBSTANTIALLY SIMILAR TO THE "***REGULATION S LEGEND***" AND WILL HAVE AFFIRMATIVELY SIGNALED HIS, HER OR ITS UNDERSTANDING; PROVIDED, THAT THE COMPANY AND THE TRANSFER AGENT, IF ANY, WITH RESPECT TO THIS TOKEN SHALL HAVE THE RIGHT PRIOR TO PERMITTING ANY SUCH COMPLIANT REGULATION S SALE OCCURRING PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AS TO THE COMPLIANCE OF SUCH COMPLIANT REGULATION S SALE WITH ALL APPLICABLE SECURITIES LAWS.

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.

5.10. **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 International Offering 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 International Offering 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.

5.11. **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.

5.12. **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.

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

5.13.1. 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***").

5.13.2. 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.

5.13.3. 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.

5.14. **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.

5.15. **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.

5.16. **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.

5.17. **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.

5.18. **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 DMC Tokens to make an informed decision to participate in the Token Sale pursuant to these Terms;

(v) Purchaser understands that DMC 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 DMC 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 DMC 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 DMC 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 DMC 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**.

6.2. **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 Sui 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.

6.3. **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 DMC 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 DMC Tokens.

6.4. **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

6.5. **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.

6.6. **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.

7.2. **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.

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

7.4. **Refunds**. If there is no Token Release 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.

7.5. **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.

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

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

7.8. **Governing Law**. This TPA and any action related thereto will be governed by and construed in accordance with the laws of the **British Virgin Islands**. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the British Virgin Islands for the purpose of resolving any disputes that cannot be resolved through arbitration as provided in Section 7.8.

7.9. **Binding arbitration**.

Any disputes arising under this Agreement shall first be attempted to be resolved through mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the rules of the British Virgin Islands International Arbitration Centre (BVI IAC), with the arbitration taking place in Tortola, British Virgin Islands. The decision of the arbitrator shall be final and binding upon both Parties.

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 DMC Tokens; and/or

e) any other documents or data from which you can be identified (together, your "***Personal Data***"). By accepting these Terms, you understand that your Personal Data can be disclosed to third parties to any extent required for the purposes of compliance with applicable law.. You agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

a) the purchase of DMC 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) resolving any Disputes with you;

f) producing summary information for statistical, regulatory and audit purposes; and/or

g) 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.

DeLorean (BVI) Inc.

By: ________________________

Name: Evan Kuhn

Title: President

Email: e.kuhn@deloreanglobal.com

PURCHASER:

By: ________________________

Name: _____________________

Title: ______________________

Email: _____________________

Date: ______________________

Wallet Receipt Address: ________

Exhibit A

Jurisdictional Restrictions

The following list of jurisdictions are "Disqualified Jurisdictions":

- Afghanistan
- Belarus
- British Virgin Islands
- 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
- United States of America
- Any jurisdiction in which the entry into this Agreement or the ownership of the DMC Tokens or the use of the DeLorean 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.

ADDENDUM B
DMC TOKEN TERMS AND CONDITIONS

DeLorean Token Terms and Conditions

Last Updated: January 21,2025

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

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

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

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

CLAUSE 1. DEFINITIONS

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

“Affiliates” means with respect to any specified Person, any director, officer, partner, member, agent, advisor or employee of such Person and any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, and for purposes of this definition “control” (including, with correlative meanings, the terms, “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

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

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

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

“Company” means DeLorean (BVI) Inc., a British Virgin Islands company incorporated under the laws of the British Virgin Islands, which is the entity initiating the Token Sale and offering the Tokens for purchase in accordance with these T&Cs.

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

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

“DeLorean Platform” means the FLUX Protocol and its associated website and services.

“Parties” means the Company and You.

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

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

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

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

a. a Person unable to pass the Company’s know-your-client requirements as may be determined by the Company from time to time in its sole and absolute discretion;
b. a U.S. Person; a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the Laws of, a Prohibited Jurisdiction (irrespective of whether use of a virtual private network or other technical workaround to effect such transaction and avoid detection within a Prohibited

Jurisdiction);

c. an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce's denied persons or entity list, the United States Department of Treasury's specially designated nationals or blocked persons lists, the United States Department of State's debarred parties list, the consolidated sanctions list maintained by the United States Department of Treasury's Office of Foreign Assets Control any United Nations Security Council sanctions lists or any other sanctions list;
d. a Person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority;
e. a Person acting, directly or indirectly, in contravention of any Applicable Law;
f. a Person in any manner limited or prohibited (or that requires licensing, registration or approval of any kind) from the purchasing, possessing, transferring, using or otherwise conducting a transaction involving any amount of Tokens under Applicable Law;
g. a Person that has been involved at any time in any type of activity associated with money laundering or terrorist financing or any other applicable anti-corruption or anti bribery statute or has been subject to any investigation or sanction by, or a request for information from, any Governmental Authority relating to money laundering, terrorist financing, corruption or bribery in any jurisdiction or under any Applicable Law; or
h. a Person that is, unless otherwise disclosed in writing to the Company prior to Your taking part in the Token Sale or acquiring Tokens from any third party, a politically exposed person ("**PEP**") as defined by the Financial Action Task Force (or such similar Person under any Applicable Law) as an individual who is or has been entrusted with a prominent public function or an immediate family member or close associate of a PEP or any corporation, business or other entity that has been formed by, or for the benefit of, a PEP or any immediate family member or close associate of a PEP.

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

"Token" means the Company's cryptographic tokens known as DMC Tokens, as described further in the Information Materials and which shall operate in connection with the DeLorean Platform.

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

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

"Website" means https://DeLoreanLabs.com (as updated or replaced from time to time).

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

CLAUSE 2. TERMS AND CONDITIONS, STATUS AND ACCEPTANCE

2.1. These T&Cs constitute a legally binding obligation on You effective upon the earlier to occur of the date and time: (i) You click the check box on the Website to indicate that You have read, understand and agree to these T&Cs; (ii) the Company or any Affiliate of the Company receives payment for the Tokens from You; or (iii) You receive any Tokens from the Company, any Affiliate of the Company or from any third party.

2.2. These T&Cs define the rights and obligations of the Parties in relation to the Tokens and Your purchase and use of the Tokens.

2.3. You must carefully read and agree to comply with these T&Cs before purchasing and/or using the Tokens and/or using the DeLorean Platform.

2.4. By purchasing Tokens and/or using the DeLorean Platform, You are confirming to the Company that You have fully read, understand and irrevocably accept these T&Cs. If You do not agree with these T&Cs in general or any part of them or have not checked the requisite boxes – after registration fields are completed – acknowledging Your review and acceptance of these T&Cs, You are not permitted to use the DeLorean Platform or purchase Tokens from the Company, any Affiliate of the Company or from any third party.

2.5. For the avoidance of doubt, any acceptance of Your offer to purchase Tokens from the Company or any Affiliate of the Company is conditional upon the Company's satisfaction that You have passed all the Company's relevant anti-money laundering, know your client and other checks relating to Your qualifications to purchase Tokens. In the event that Your offer is rejected by the Company or any Affiliate of the Company, the cryptocurrencies submitted will be returned to You in the original fiat currency or cryptocurrency in which they were received.

2.6. You do hereby acknowledge and agree that (i) it is possible that the DeLorean Platform will not be used by a large number of businesses, individuals, and other organizations and (iii) there will be limited public interest in the DeLorean Platform and that such lack of interest could negatively impact the Tokens and the DeLorean Platform.

CLAUSE 3. PURCHASE LIMITATIONS

3.1. TOKENS ARE ONLY INTENDED FOR THOSE PERSONS WHO ARE KNOWLEDGEABLE AND EXPERIENCED IN CRYPTOCURRENCIES, BLOCKCHAIN AND RELATED TECHNOLOGIES AND PROTOCOLS. BY PURCHASING, HOLDING, OR USING TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND YOU AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE COMPANY AND EACH OF ITS AFFILIATES IS NOT LIABLE FOR ANY LOSS THAT YOU MAY SUFFER OR INCUR, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE TOKENS AND THE DELOREAN PLATFORM INCLUDING, WITHOUT LIMITATION, THOSE IDENTIFIED IN CLAUSE 6 OF THESE T&Cs AND IN THE INFORMATION MATERIALS.

3.2. TOKENS ARE INTENDED TO BE MARKETED, OFFERED AND SOLD ONLY TO PERSONS THAT ARE NOT PROHIBITED PERSONS.

3.3. THE MARKETING, OFFERING AND SALE OF TOKENS BY THE COMPANY IS EXPRESSLY BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT THE TOKENS DO NOT REQUIRE THAT A PROSPECTUS BE PREPARED OR THAT OTHER DISCLOSURE REQUIREMENTS BE MET OR WHERE OTHER INVESTOR SAFEGUARDS OR REGULATORY DOCUMENTS OR LICENSING IS REQUIRED IN CONNECTION WITH THE MARKETING, OFFERING AND SALE OF THE TOKENS BY THE COMPANY IN THE PERMITTED JURISDICTIONS. AS AT THE DATE HEREOF THE COMPANY IS NOT LICENSED, REGISTERED OR OTHERWISE REGULATED IN THE BRITISH VIRGIN ISLANDS OR IN THE

PERMITTED JURISDICTIONS IN RELATION TO THE ISSUANCE, OFFERING AND SALE OF TOKENS BY THE COMPANY.

3.4. OTHER THAN TO THE EXTENT SET OUT IN THE INFORMATION MATERIALS, THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN THE BRITISH VIRGIN ISLANDS OR IN ANY PERMITTED JURISDICTIONS. TOKENS ARE NOT INTENDED TO BE SECURITIES IN THE BRITISH VIRGIN ISLANDS AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH IN THE BRITISH VIRGIN ISLANDS AND THE OFFER OF TOKENS HAS NOT BEEN REGISTERED WITH ANY GOVERNMENTAL AUTHORITY IN THE BRITISH VIRGIN ISLANDS OR ANY PERMITTED JURISDICTIONS. YOU ACKNOWLEDGE AND AGREE THAT TOKENS DO NOT REPRESENT ANY STOCK, LOAN CONTRACT, COMMODITY, CURRENCY, SHARE, INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, CERTIFICATE REPRESENTING CERTAIN SECURITIES, OPTION, FUTURE OR CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE COMPANY AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE COMPANY. 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 TOKENS FROM TIME TO TIME.

3.5. THE COMPANY RESERVES THE RIGHT TO CANCEL ANY TOKEN PURCHASE AT ANY TIME IN THE COMPANY'S SOLE AND ABSOLUTE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE COMPANY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD OR OTHER ILLEGAL ACTIVITY.

3.6. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS, WHILE OTHER JURISDICTIONS MAY REQUIRE THE COMPANY AND/OR THE TOKENS TO BE LICENSED, REGISTERED, AUTHORISED OR OTHERWISE REGULATED. THE TOKENS MAY BE DEEMED TO BE SECURITIES FOR PURPOSES OF SECURITIES LAWS IN VARIOUS JURISDICTIONS SUCH THAT THE OFFER OR SALE OF TOKENS BY THE COMPANY IN SUCH JURISDICTIONS MAY REQUIRE REGISTRATION OR OTHER STEPS TO BE TAKEN WITH THE RELEVANT REGULATORY AUTHORITIES IN THOSE JURISDICTIONS OR FOR AN EXEMPTION FROM SUCH REGISTRATION OR OTHER STEPS BEING A REQUIREMENT. NO SUCH STEPS HAVE BEEN TAKEN BY THE COMPANY NOR HAS ANY SUCH RELEVANT EXEMPTION BEEN CONFIRMED. SOME OTHER JURISDICTIONS HAVE OR MAY HAVE BEEN EXCLUDED FROM THE TOKEN SALE FOR OTHER REASONS, AS DETERMINED BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION. PERSONS (NATURAL OR LEGAL) WHO ARE A RESIDENT OR TAX RESIDENT, HAVE A DOMICILE IN OR OTHERWISE HAVE A RELEVANT CONNECTION WITH ANY PROHIBITED JURISDICTION ARE EXCLUDED FROM PARTICIPATING IN THE TOKEN SALE AND POSSESSING AND USING ANY TOKEN.

TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO ANY PROHIBITED PERSON AND NEITHER THESE T&CS NOR ANY INFORMATION MATERIALS MAY BE SUPPLIED TO ANY PROHIBITED PERSON, OR USED IN CONNECTION WITH THE OFFER OR SALE OF TOKENS BY THE COMPANY TO ANY PROHIBITED PERSON. THE INFORMATION CONTAINED IN THESE T&CS AND/OR, ANY INFORMATION MATERIALS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY ANY TOKENS WITHIN A PROHIBITED JURISDICTION OR TO ANY PROHIBITED PERSON. FOR THE AVOIDANCE OF DOUBT, THE LIST OF PROHIBITED JURISDICTIONS MAY BE CHANGED FROM TIME TO TIME, IRRESPECTIVE OF THE AWARENESS OF THE COMPANY AND RELEVANT AMENDMENTS MAY BE MADE TO THESE T&CS. YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND DELOREAN PLATFORM AND PURCHASE TOKENS FROM THE COMPANY OR ANY THIRD PARTY IF YOU ARE NOT A PROHIBITED PERSON. TO THE EXTENT A PROHIBITED PERSON ATTEMPTS TO ENTER INTO THESE T&CS, PURCHASE TOKENS FROM THE COMPANY OR USE THE DELOREAN PLATFORM, SUCH PURPORTED ACTIVITY IS VOID AND OF NO FORCE OR EFFECT.

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

CLAUSE 4. GENERAL

4.1. These T&Cs are effective and binding on You, and the covenants, representations and warranties set out herein are repeated, each time You use the Tokens for any purpose or use or access the DeLorean Platform or use or access any software on or through the DeLorean Platform.

4.2. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the DeLorean Platform if You are a Prohibited Person.

4.3. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the DeLorean Platform if You are a U.S. Person, except that you may perform such activities if you are an Accredited Investor.

4.4. The Company may change, modify, amend, alter or supplement these T&Cs (each an "**Amendment**") at any time in order to reflect (i) changes to Applicable Law that may be, or which may otherwise become, applicable to the Tokens, (ii) any developments that may otherwise reasonably be capable of materially adversely impacting the Tokens or their offering by the Company; or (iii) as the Company may in good faith deem advisable to protect the reputation of the Company, or the effective operation of the DeLorean Platform.

4.5. Your continued use of the Tokens and/or the DeLorean Platform after any such Amendment shall constitute Your consent to such Amendment and acceptance of the amended T&Cs

(including the Information Materials). If the Company changes, amends, modifies, alters or supplements these T&Cs (including any of the Information Materials), the Company shall publish on the Website such amended version of these T&Cs and/or the Information Materials reflecting such Amendment. The revised T&Cs will be effective from the date of posting on the Website or such other date as indicated in the amended T&Cs. You waive any right You may have to receive specific notice of such Amendment. If You do not agree to the T&Cs in effect when You access or use the DeLorean Platform, You must stop using the DeLorean Platform.

4.6. These T&Cs and the DeLorean Platform, and all content herein, therein or thereon, do not (i) constitute an offer or solicitation to sell shares, securities or any other regulated financial product in any jurisdiction in which such an offer or solicitation is prohibited; and (ii) constitute a sale of newly created virtual assets to the public under Applicable Laws. None of the information or analyses presented herein, therein or thereon are intended to form the basis for any investment decision.

4.7. Subject to Applicable Laws, the Company, in its respective sole and absolute discretion, to refuse to deliver the Tokens You have purchased. In order to seek compliance with (or to seek to mitigate the impact of) any Applicable Law or any other laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or Governmental Authority, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any Governmental Authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed the Company to apply to or affect the Company, the Token Sale, the DeLorean Platform or the Tokens, the Company may in their sole and absolute discretion take such steps as they consider necessary or convenient to comply with such matters (which may include, without limitation, the termination of any or all Tokens). In addition, the Company may take such steps as they consider necessary or convenient where they believe or suspect the Tokens may be used, trafficked or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion or other unlawful activity or where the Company believes the DeLorean Platform is no longer viable.

4.8. In circumstances where (i) the Company or any Affiliate of the Company is seeking compliance with (or seeking to mitigate the impact of) any law, regulation, regulatory guidance or policy, governmental statement, decree, order or judicial decision of any jurisdiction, court or authority believed by the Company to apply to or affect the Company or any Affiliate of the Company, the business of the Company or any Affiliate of the Company or the Tokens, or (ii) the Company believes the DeLorean Platform is no longer viable, then the Company may in its sole and absolute discretion (iii) cancel all or any Tokens and terminate all obligations of the Company in respect of the Tokens, and/or (iv) amend or vary any obligation of the Company in respect of one or more Tokens.

4.9. The Website may contain forward-looking statements, which can be identified by the fact that they do not relate strictly to historical or current facts and may include such words as “may,” “will,” “expect,” “intend,” or other expressions of similar meaning, including statements with respect to use of proceeds of any sale of Token, usage of the Tokens and DeLorean Platform functionality and prospects. These forward-looking statements are based on the current expectations and a number of factors could affect future events. You should carefully review “Risk Factors” in the Information Materials, for a discussion of certain factors that could affect future events implied by any such forward-looking statements and certain other risks associated with a purchase of the Tokens or use of the DeLorean Platform.

CLAUSE 5. REPRESENTATIONS AND WARRANTIES; COVENANTS

5.1. You represent and warrant that:

(i) You are not a Prohibited Person;

(ii) You are not a U.S. Person;

(iii) You have legal capacity in the jurisdiction where You are a resident and are able to agree and enter into these T&Cs voluntarily and meet all other eligibility and residency requirements, including:

a. You have full power, authority and capacity to comply with these T&Cs; and
b. You enter into these T&Cs based on Your own independent judgement and on advice from independent advisers (as applicable).

(iv) You are fully able and legally competent to access and use the DeLorean Platform as well as to enter into and comply with these T&Cs (including Clause 5.2 below);

(v) You will not violate any Applicable Law or any other agreement to which You are a party by entering into these T&Cs or to comply with these T&Cs, including all conditions, obligations, affirmations, representations and warranties set forth herein;

(vi) You will not: (A) directly or indirectly transfer to any U.S. Person any such Tokens; (B) offer or sell such Tokens in the U.S.; or (C) directly or indirectly transfer such Tokens if you have actual or constructive knowledge that the transferee may intend to resell the Tokens in the U.S. or to a U.S. Person;

(vii) You will not acquire and will not transfer any Tokens within or engage (except as specifically authorized by the Company) in any activity relating to the sale, distribution or any other use of Tokens in any Prohibited Jurisdiction or with any Prohibited Person;

(viii) You will not transfer directly or indirectly any of Your Tokens to any Person unless the proposed transferee has made the same representations and warranties as set out herein;

(ix) You have all necessary and relevant experience and knowledge to interact or transact with cryptocurrencies, cryptographic tokens, the DeLorean Platform and Blockchain-based systems, have a full understanding of the relevant frameworks of the foregoing, and have obtained sufficient information about the Company, the DeLorean Platform and Tokens to enter these T&Cs, and in particular You have carefully and thoroughly read these T&Cs and the Information Materials;

(x) You are aware of all the merits, risks (including, without limitation, those set forth in Clause 6 below and in the Information Materials) and any restrictions associated with cryptocurrencies, cryptographic tokens, Blockchain-based systems, and accept responsibility for evaluating purchasing or using the foregoing;

(xi) if You are purchasing Tokens on behalf of a corporation, Governmental Authority or other legal entity, You have the right, power and authority to enter into these T&Cs on behalf of such corporation, Governmental Authority or other legal entity and bind them to these T&Cs;

(xii) You are not: (A) identified on, or acting on behalf of any Person identified on, any list of Persons subject to trade or economic sanctions, including but not limited to the list of Specially Designated Nationals and Blocked Persons, or the Consolidated Sanctions List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control, (B) established in, resident in, or otherwise operating from countries or territories subject to U.S. economic sanctions, including any Prohibited Jurisdiction, and (C) otherwise subject to trade or economic sanctions;

(xiii) You will not access or use the DeLorean Platform if any Applicable Laws prohibit You from doing so in accordance with these T&Cs;

(xiv) You are not using and will not use the DeLorean Platform or Tokens for any illegal or unlawful activity, including, but not limited to, money laundering and the financing of terrorism;

(xv) You have not entered or agreed to enter into these T&Cs in reliance of any warranty or representation except those specifically set forth in these T&Cs and You acknowledge and agree that the Company does not make and expressly disclaims all representations and warranties, express, implied or statutory;

(xvi) the funds You use to purchase Tokens are not the proceeds of any criminal, unlawful or illegal activity or money laundering or terrorist financing activity, each as interpreted in the broadest terms;

(xvii) the Tokens You purchase will not be used to facilitate any criminal, unlawful or illegal activity or to perform any money laundering or terrorist financing activity, each as interpreted in the broadest terms or otherwise in contravention of any Applicable Laws;

(xviii) You do not seek to purchase Tokens for any unlawful purpose, and in particular that:

a. You purchase the Tokens only for the purposes expressly set out and permitted by these T&Cs,
b. You purchase the Tokens without any expectation of profit, dividend, capital gain, financial yield or any other return, payment or income of any kind;
c. You purchase the Tokens without any reliance on the efforts of the Company, or any third party;
d. Your participation in connection with any initiatives with the Token Sale, such as bonuses (if these are implemented at the Company's sole and absolute discretion), is lawful; and
e. all information given by You is true, complete, valid and not misleading in any respect.

(xix) You will implement reasonable and appropriate measures designed to secure access to: (A) any device associated with You and/or utilized in connection with Your purchase of Tokens, (B) private keys to Your wallet or account and (C) email address, account and Your username, password and any other login or identifying credentials;

(xx) You are entering into these T&Cs for Your own account and not as a trustee, nominee, representative or agent, and not with a view to, or for resale in connection with, the distribution thereof, and You have no present intention of selling, granting any participation in, or otherwise distributing the same; and

(xxi) You will promptly notify the Company if You discover or otherwise suspect any security breaches or defects related to Your account, the DeLorean Platform or the Tokens.

5.2. You undertake and agree not to:

(i) violate or assist any party in violating any Applicable Law or any other law, statute, ordinance, regulation or any rule of any Governmental Authority;

(ii) provide false, inaccurate, incomplete or misleading information to the Company;

(iii) take or attempt to take any action or claim ownership of any property that infringes or would infringe upon: (A) the Company's intellectual property rights; or (B) any third party's intellectual property rights;

(iv) distribute unsolicited or unauthorized advertising, promotional or marketing material or any junk mail, spam, or chain letters;

(v) reverse engineer or disassemble any aspect of the Tokens or the DeLorean Platform for any purpose, including but not limited to, in an effort to access any source code, object code, underlying ideas and concepts, and algorithms;

(vi) take any action that imposes an unreasonable or disproportionately large burden or load on the Company's infrastructure (including, but not limited to, servers, networks, data centers and related or like equipment), or detrimentally interfere with, intercept, or expropriate any system, data, or information of the Company;

(vii) transmit or upload any material to the DeLorean Platform that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;

(viii) attempt to gain unauthorized access to the DeLorean Platform, other systems of the Company, computer systems or networks connected to the DeLorean Platform, including through password mining or any other means; or

(ix) transfer any rights granted to You under these T&Cs.

5.3. You further represent and warrant that any funds You use to purchase Tokens whether in the Token Sale or otherwise are in each case Your property or You are duly authorized to possess and transact using such funds by the owner of such funds.

5.4. You acknowledge and agree that the Company enters into these T&Cs with You in reliance on the representations and warranties set out in this Clause 5.

CLAUSE 6. RISKS OF TOKENS AND LIMITATIONS OF LIABILITIES

6.1. You understand and acknowledge that Tokens, Blockchain-based technologies and other associated and related technologies are not exclusively (or, as appropriate, at all) controlled by the Company and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company's performance under these T&Cs. As such, the purchase of Tokens carries with it a number of risks. Prior to purchasing Tokens, You should carefully consider the risks listed herein and in the Information Materials and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks associated with purchasing and holding of Tokens is unacceptable to You, You should not purchase Tokens. YOU ACKNOWLEDGE, AGREE AND ASSUME ALL RISKS ASSOCIATED WITH THESE T&Cs AND THE TOKENS INCLUDING, WITHOUT LIMITATION, THOSE RISKS DISCLOSED IN THE INFORMATION MATERIALS.

6.2. You do hereby confirm that You have read and fully understood the "Risk Factors" in the Information Materials and accept the risks identified therein.

6.3. There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology and related technologies.

CLAUSE 7. DISCLAIMER OF WARRANTIES

7.1. THE DELOREAN PLATFORM AND ANY PURCHASED TOKENS ARE PROVIDED TO THE FULLEST EXTENT LEGALLY PERMISSIBLE TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS WITH NO WARRANTY OF ANY KIND EITHER, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE DELOREAN PLATFORM AND PURCHASE OF TOKENS.

7.2. NONE OF THE COMPANY, THE FOUNDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE DELOREAN PLATFORM, INCLUDING THAT THE DELOREAN PLATFORM OR ANY SERVICES OBTAINED THROUGH THE DELOREAN PLATFORM WILL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE DELOREAN PLATFORM OR THE COMPANY'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR ACCESS TO OR USE OF THE DELOREAN PLATFORM, INCLUDING CRYPTOCURRENCY SERVICES, ASSETS, AND ANY INFORMATION, IMAGES OR AUDIO CONTAINED OR RELATED TO THE DELOREAN PLATFORM IS AT YOUR OWN RISK.

7.3. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION, SOFTWARE, SERVICES CONTAINED IN OR PROVIDED BY THE DELOREAN PLATFORM COMPLIES WITH ANY APPLICABLE LAWS OR ACCOUNTING RULES.

7.4. YOU UNDERSTAND AND EXPRESSLY AGREE THAT NONE OF THE COMPANY, THE FOUNDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS REPRESENTS, WARRANT OR GUARANTEES IN ANY WAY THAT TOKENS MIGHT BE SOLD OR TRANSFERRED, OR BE SALEABLE OR TRANSFERABLE, OR THERE IS AN ABILITY OR WILL BE A PROTOCOL TO EXCHANGE TOKENS FOR FIAT CURRENCIES, CRYPTOCURRENCIES OR CRYPTOGRAPHIC TOKENS, DURING OR AFTER THE TOKEN SALE. THE COMPANY FURTHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REGULATORY OVERSIGHT OR THE USE OR SECURITY OF ANY SUCH EXCHANGE.

7.5. THE COMPANY DOES NOT GUARANTEE THAT THE DELOREAN PLATFORM CANNOT BE DUPLICATED (EITHER IN PART OR IN FULL) BY A THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. THE COMPANY HEREBY EXPRESSLY WARNS YOU THAT YOU SHOULD NOT ENTER, USE OR PURCHASE ANY TOKEN OR TOKENS SIMILAR TO TOKENS FROM ANY SOURCES (OTHER THAN VIA THE COMPANY).

7.6. IF APPLICABLE LAW DOES NOT PERMIT ALL OR ANY PART OF THE ABOVE EXCLUSION OF WARRANTIES OR DISCLAIMER OF IMPLIED TERMS IN CONTRACTS TO APPLY TO YOU, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7.7. IF ANY GUARANTEE, WARRANTY, TERM OR CONDITION IS IMPLIED OR IMPOSED IN RELATION TO THESE T&CS OR ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A “**NON-EXCLUDABLE PROVISION**”), AND THE COMPANY IS ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN THE LIABILITY OF THE COMPANY FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED TO THE FOLLOWING AT THE COMPAY’S OPTION, IN THE CASE OF SERVICES, THE SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

CLAUSE 8. LIMITATION OF LIABILITY

8.1. Other than as specified herein, all purchases of Tokens from the Company or any Affiliate of the Company are final and non-refundable. By (i) purchasing Tokens from the Company or any Affiliate of the Company; or (ii) purchasing Tokens from any third party, You acknowledge and agree that none of the Company nor any of the founders of the Company nor any of their past, present or future Affiliates, directors, officers, employees, agents, advisers, successors or permitted assignees (collectively, each a “**Relevant Party**”) are required to (i) provide a refund for any reason other than as specified herein; (ii) ensure any liquidity for the exchange of Tokens; or (iii) ensure You receive money or any other compensation for any Token that is not used or remains unused for any reason.

8.2. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, none of the Relevant Parties shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, anticipated savings, profits, or loss of or damage to data, equipment, software, or goodwill, as well as personal injury, pain and suffering, and emotional distress (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), regardless of whether such loss was foreseeable, resulting from:

(i) the use of, inability to use, or availability or unavailability of the DeLorean Platform material, information, software, facilities, or content;

(ii) Your purchase of Tokens or Your use of them;

(iii) any change in the value of Tokens or any cryptocurrency or cryptographic utility;

(iv) the ability or inability to sell or transfer Tokens, or the existence or nonexistence of any platform to exchange Tokens for fiat currencies, cryptocurrencies or cryptographic tokens, during or after the Token Sale;

(v) any illegal or unauthorized (A) use of the DeLorean Platform, or (B) purchase or use of Tokens;

(vi) Your ability or inability to use the DeLorean Platform, including, but not limited to, the occurrence or existence of any defect, interruption, deletion of files or emails, delays in the operation or transmission of information to or from the DeLorean Platform, a Force Majeure Event, communications failure, or theft, destruction or unauthorized access to the Company's records, programs, services, server, or other infrastructure relating to the DeLorean Platform;

(vii) the use of or purchase from any third-party websites (including any website You use to purchase Tokens or who processes the purchase of Tokens on Your behalf) or other Internet-resources that copy the DeLorean Platform or propose to sell Tokens;

(viii) the release of any information You provided to the Company or any other Relevant Party;

(ix) the resale or exchange or attempted resale or exchange of Tokens for any fiat currency, cryptocurrency or cryptographic token;

(x) the DeLorean Platform failing to be suitable for the special or particular purpose You intend, or the failure of any images or audio contained or related to the Website or the DeLorean Platform;

(xi) the DeLorean Platform being infected with any malicious code or viruses;

(xii) any action stemming from, occurring due to, or otherwise related to a breach of Clause 5 above;

(xiii) the actions or omissions of any third-party payment processing entity or platform that You use to purchase Tokens, or Your inability or ability to use such platform or services; and

(xiv) the manifestation or materialization of any risk discussed in Clause 6 herein or the Information Materials.

8.3. For the avoidance of doubt, this limitation of liability provision shall apply, with full force and effect, in perpetuity for the benefit of the Company and each other Relevant Party, and any other entity that is or becomes the owner of the Company or the DeLorean Platform, whether such ownership occurs through a sale, merger, other transaction or by the operation of Applicable Law.

8.4. If Applicable Law does not permit all or any part of the above limitation of liability in contracts to apply to You, the limitations, exclusions and disclaimers will apply to You only to the extent permitted by Applicable Law.

CLAUSE 9. INDEMNITY

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

CLAUSE 10. INTELLECTUAL PROPERTY RIGHTS

10.1. Subject to Clause 10.2, You acknowledge as between You and the Company that the Company has valid, unrestricted and exclusive rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property rights to and subsisting in the DeLorean Platform, Tokens and the Website. As between You and the Company, the Company is the sole and absolute right to the use of all intellectual property currently in (and modifications to) Delorean (BVI) Inc. Tokens and the Website.

10.2. Except as expressly assigned in writing by the Company, all copyright and any other intellectual property of the Company, all content and other materials contained on the DeLorean Platform or within the Tokens or provided in connection with the DeLorean Platform or the Tokens, including, without limitation, the intellectual property rights for the DeLorean Platform and the Tokens and all text, graphics, visual interfaces, photographs, trademarks, logos, artwork, computer code, designs, structures, selections, methods, algorithms, coordination, and expressions (collectively the "**Company Materials**") are the exclusive property of the Company.

10.3. You may not reproduce, distribute, modify, disassemble, reverse engineer, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Company Materials (the "**Prohibited Actions**"). Except as expressly set forth herein, these T&Cs do not contain any implied license and the Company expressly reserves all rights not granted to You herein, including all rights, title and interest in the DeLorean Platform, the Tokens and any related content.

10.4. You will be in breach of these T&Cs if You perform or have performed on Your behalf any Prohibited Action, or if You print, copy, modify, download or otherwise use or provide any other Person with access to any Company Materials without the express written consent of the Company. Upon such a breach, the Company may (without limiting its other rights and remedies), terminate Your account in its sole and absolute discretion and disable Your access to the DeLorean Platform, in each case without notice to You. Upon the Company's request, You shall immediately return or destroy any copies of the Company Materials in Your possession.

CLAUSE 11. THIRD-PARTY CONTENT

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

CLAUSE 12. APPLICABLE LAW

12.1. PLEASE READ THIS CLAUSE CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

12.2. To resolve any dispute, controversy or claim between the Parties arising out of or relating to these T&Cs, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party. Notice to the Company shall be sent through the various channels made available on the Website. Notice to You shall be by email or such other means as the Company may determine from time to time in its sole and absolute discretion. Your notice must include (a) Your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that You are seeking.

12.3. All rights and obligations hereunder shall be governed by the Laws of the British Virgin Islands, without regard to the conflicts of law provisions of such jurisdiction. The Parties submit to the non- exclusive jurisdiction of the courts of the British Virgin Islands and any courts competent to hear appeals from those courts.

12.4. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company waive Your and Company's respective rights to a jury trial.

CLAUSE 13. MISCELLANEOUS

13.1. **Third Party Rights**. You hereby acknowledge and agree that each Relevant Party is an intended third-party beneficiary under these T&Cs (and the Company shall hold the benefit of such provisions on trust for each such Relevant Party). However, the parties to these T&Cs may rescind or vary these T&Cs (including, without limitation, any variation so as to extinguish or alter a third party's entitlement to enforce any provisions of these T&Cs) without the consent of any such third party.

13.2. **Security.** You must at all times remain the only person who has control over Your private key, digital wallet and any other device associated with the purchase of Tokens and any username, passwords or other login or identifying credentials used by You with respect to the DeLorean Platform and the Tokens. You must implement reasonable and appropriate measures designed to secure access to any private key, digital wallet or any other device associated with the purchase of Tokens or the use of the DeLorean Platform. If You transfer any such private key, digital wallet or any other device associated with the purchase of Tokens or the use of the DeLorean Platform to any third party, You do so at Your own risk and the Company shall not be held responsible for any loss You may suffer as a result of third parties accessing Your private key, digital wallet or any other device associated with the purchase of Tokens or the use of the DeLorean Platform. In the event that You are no longer in possession and control of any private key, digital wallet or any other device associated with the purchase of Tokens, the use of the DeLorean Platform and/or if You are unable to provide login or identifying credentials to the Company and/or if the private key file or password respectively become lost or stolen, You may lose all of Your Tokens, access to the use of the DeLorean Platform and/or the access to Your digital wallet. For the avoidance of doubt, the Company is under no obligation to recover or replace any such lost or stolen Tokens or the access to the use of the DeLorean Platform and You understand and agree that, subject to the provisions of these T&Cs, all Token purchases are non-refundable and therefore You shall not receive any amount of currency or other compensation for any Tokens purchased and/or lost for whatever reason. Failure to use the DeLorean Platform correctly and/or to follow the Company's procedures as may be made available from time to time may result in You not receiving any Tokens, losing access to the use of the DeLorean Platform or losing some or all of the amounts paid in exchange for Tokens, regardless of the purchase date.

13.3. **Suspension.** Notwithstanding anything contained herein, the Company reserves the right, without notice and in its sole and absolute discretion, and to the extent possible, to suspend Your right to access the DeLorean Platform, and all related information and files without liability to You, at its sole and absolute discretion, including but not limited to, in case of Your breach of these T&Cs or if the Company believes You have committed fraud or other misconduct or are a Prohibited Person. Upon any such suspension all rights and licenses granted to You under these T&Cs will immediately terminate. In the event of any Force Majeure Event, breach of these T&Cs, or any other event that would make the operation or provision of the DeLorean Platform or related services commercially unreasonable for the Company, the Company may, in its discretion and without liability to You, with or without prior notice, and to the extent possible, suspend Your access to all or a portion of the DeLorean Platform. To the extent permitted under Applicable Law (including in the event of applicable legislation change or amendment), in the event the Company revokes or attempts to revoke Your right to use or access the DeLorean Platform the Company shall not be required to provide You with any refund whatsoever.

13.4. **Applicability of Securities Laws.** References to the securities laws of any country or actions in compliance with such laws shall not be deemed an admission by the Company that the Tokens are subject to regulation as securities in any jurisdiction.

13.5. **Entire Agreement.** Unless otherwise provided, these T&Cs are intended to fully reflect the terms of the agreement between the Parties and shall supersede any previously or contemporaneously agreed upon terms or understanding. No provision of these T&Cs shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these T&Cs, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these T&Cs will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.

13.6. **Assignment.** The Company may, at its sole and absolute discretion, assign any of its rights and/or delegate its duties under these T&Cs (including, but not limited to any and all intellectual property rights in or to all technology, software, and code relating to the DeLorean Platform). You may not assign Your rights or delegate Your duties as a user of the DeLorean Platform, or as a purchaser of Tokens, and any assignment or delegation without the written consent of the Company, which the Company may withhold at its sole and absolute discretion, shall be null and void.

13.7. **Severability.** In the event any one or more of the provisions of these T&Cs are for any reason held to be invalid, illegal or unenforceable in any jurisdiction, in whole or in part or in any respect, or in the event that any one or more of the provisions of these T&Cs operate or would prospectively operate to invalidate these T&Cs in any jurisdiction, then and in any such event, such provision(s) shall be deemed modified to the minimum extent necessary so that such provision, as so modified, shall no longer be held to be invalid, illegal or unenforceable. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction, and in each case to no other. Furthermore, in the event of any such modification, invalidity or unenforceability, these T&Cs shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question and otherwise as set forth herein.

13.8. **Electronic Notices and Use of Information.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (hereinafter - the "**Communications**") that the Company provides in connection with Your use of the DeLorean Platform. The Company and each of its Affiliates and their respective service providers may further disclose Your information to any of their respective service providers, agents, relevant custodians or similar third parties for any reason and such Persons may keep Your information for any period of time permitted by Applicable Law. You do hereby consent to such Persons disclosing any of Your information which they hold to any Governmental Authority or prosecuting authority for any reason and without notice to You. You hereby acknowledge and agree to hold the Company and each such Affiliate harmless in respect of any disclosure of information by such Persons in accordance with these T&Cs. For the avoidance of any doubt, the Company and each such Affiliate shall not be liable to You or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure.

13.9. **Information Requests.** The Company may determine, from time to time and in its sole and absolute discretion, that it is necessary to obtain certain information about You and Your Affiliates in order to comply with Applicable Laws in connection with Your entry into these T&Cs and Your subsequent holding of Tokens. You agree to provide the Company with such information promptly upon request, and You acknowledge and accept that the Company may refuse to accept Your application until You provide such requested information, and the Company has determined that it is permissible for the Company to accept Your application and receive the purchase amount from You under Applicable Law. The Company further reserves the right to request identification documentation from You and Your Affiliates at any time. In the event that You or any such Affiliate does not provide such requested information to the satisfaction of the Company (in its sole and absolute discretion) the Company shall not be bound by the provisions of these T&Cs and shall be entitled to specifically refuse any presentation of Tokens by You to the Company or any other Relevant Party. In the event that You, directly or indirectly, sell, assign, transfers, convey or otherwise dispose of any Tokens You do hereby covenant with the Company to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Company at the request of the Company from time to time.

13.10. **Tax Issues.** The Company makes no representations concerning the tax implications of the sale of Tokens or the possession or use of them. You bear the sole and absolute responsibility to determine if the purchase of Tokens with fiat currency or cryptocurrency or the potential appreciation or depreciation in the value of Tokens over time has tax implications for You in Your home jurisdiction or any other jurisdiction. By purchasing Tokens, and to the extent permitted by Applicable Law, You agree to be solely responsible for any applicable taxes imposed on, and agree not to hold the Company or any of its Affiliates liable for any tax liability associated with or arising from Your purchase, possession, or transfer of Tokens. All fees and charges payable by You to the Company are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon the Company's request, You will provide it any information it reasonably requests to determine whether it is obligated to collect any withholding taxes or value added or similar taxes from You, including any applicable tax identification numbers. If any deduction or withholding is required by Applicable Law, You will notify the Company and will pay the Company any additional amounts necessary to ensure that the net amount that the Company receives, after any deduction and withholding, equals the amount the Company would have received if no deduction or withholding had been required. Additionally, You will provide the Company with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. To the extent the Company is responsible for remitting any withholding taxes or value added or similar taxes, Your allocation of Tokens shall be reduced to the extent such taxes are required to be remitted by the Company. The Company wishes to make You aware that future use of the Tokens by You when transacting with the Company may result in withholding taxes, value added tax and/or similar taxes being imposed. You will be responsible for such taxes, however, where the Company is responsible for remitting taxes, the amount of taxes shall be deducted from the fees otherwise due and payable by You in connection with Your transactions with the Company.

13.11. **Force Majeure Events.** The Company shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, pandemic, riot, labor dispute, accident, action of Governmental Authorities, communications, power failure, or equipment or software malfunction, failure, malfunction or outage of any decentralized ledger network upon which the Company relies, or any other cause beyond the Company's reasonable control (each, a "**Force Majeure Event**").

13.12. **Compliance Policies.** The Company and its Affiliates strictly follow applicable anti-money laundering (AML), "know your customer" (KYC) and other Applicable Laws in the British Virgin Islands. You fully agree to assist the Company in fulfilling the obligations of any Applicable Law and to provide any necessary information that is required from You to the Company or any relevant Governmental Authority.

13.13. **Investigations; Cooperation with Law Enforcement.** As permitted by applicable law, the Company reserves the right, without limitation, to: (i) investigate any suspected breaches of the DeLorean Platform's or Website's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these T&Cs and any applicable additional terms; (iii) use any information obtained by the Company in accordance with its information collection practices in connection with reviewing law enforcement databases or complying with Applicable Laws and use and/or disclose any information obtained by the Company to comply with law enforcement requests, in any relevant jurisdiction, or legal requirements in accordance with its information collection practices; (iv) involve and cooperate with law enforcement authorities, in any relevant jurisdiction; (v) prosecute violators of these T&Cs and any applicable additional terms; and (vi) discontinue the DeLorean Platform, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations that may exist, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to the Company under these T&Cs or any applicable additional terms. Upon suspension or termination of your access to the DeLorean Platform, or upon notice from the Company, all rights granted to you under these T&Cs, or any applicable additional terms, will cease immediately, and you agree that you will immediately discontinue use of the DeLorean Platform. The provisions of these T&Cs and any applicable additional terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to the Company in these T&Cs as well as the indemnities, releases, disclaimers, limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, jury trial waiver and mandatory arbitration.

13.14. **Further Assistance.** You shall cooperate with and assist the Company and its Affiliates in connection with any investigation, examination or enquiry by any Governmental Authority. You shall promptly provide the Company and its Affiliates with any documents, certification, record or other materials they may request in connection with such investigation, examination or enquiry.

13.15. **Headings.** Headings are for convenience only and shall not be used to limit or construe any provisions of these T&Cs.

* * *

If You have any question or notice any bugs, errors or violations You may send any questions regarding the use of the DeLorean Platform or regarding these T&Cs via the Website.

SCHEDULE 1

LIST OF PROHIBITED JURISDICTIONS

The following list of jurisdictions are “Prohibited Jurisdictions”:

- Afghanistan
- Belarus
- British Virgin Islands
- 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
- United States of America
- Any jurisdiction in which the entry into this Agreement or the ownership of the DMC Tokens or the use of the DeLorean 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.

ADDENDUM C
PURCHASE PROCEDURES

PURCHASE PROCEDURES

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

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

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

Why do I need to complete my account verification?
We are required to verify the identity of every Purchaser who uses our portal as part of our Anti-Money Laundering program, laid out by the Bank Secrecy Act of 1970. Per our terms of service, a third-party 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?
If the payment for the purchase hasn't been received yet, then it is possible to switch the payment method so long as the campaign is still active. Once a purchase is finalized, you will no longer be able to switch your payment method.
Acceptable payment methods will vary by offering. Please refer to our communications and the offering page for more information.

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

Can I increase or decrease my purchase of a digital asset offering?
For Reg S offerings, you will not be able to cancel or decrease your purchase amount once the purchase is committed.

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

How do I purchase with Automated Clearing House (ACH) as a payment method?
Some digital asset offerings will not accept Automated Clearing House (ACH) payments. Please refer to the offering page and our communications for more information