

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

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

TIMEWORX UAB

Private Placement Memorandum

Purchase of TIX TOKENS

Regulation D Offering – \$50,000

SEE “TERMS OF THE OFFERING” FOR PRICING AND OTHER INFORMATION

March 11, 2025

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by Timeworx UAB, a Lithuanian private limited liability company incorporated on September 26, 2023 (“**we**”, “**Timeworx**,” 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 TIX Tokens, the native unit of value on the Timeworx Platform (“**TIX Tokens**” or “**Tokens**”), for use on the Timeworx Platform and its associated website and services (collectively, the “**Timeworx Platform**”). The foregoing right to acquire TIX Tokens will be embodied in and documented by a Token Purchase Agreement with respect to the TIX Tokens (as may be amended, restated and/or otherwise modified from time to time, a “**TPA**”; and together with the TIX Tokens, the “**Interests**”) to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the TIX Tokens are initially broadly publicly released by the Company for use on the Timeworx Platform, the date of such release, if any, is referred to as the “Token Integration Event.”

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

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

The TIX 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 TIX Token Terms and Conditions (as defined below). Purchasers of TIX 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 TIX Tokens set forth in this Private Placement Memorandum refers to the minted supply of 500,000,000 TIX Tokens that will be issued as of the date of the Token Integration Event. The actual number of TIX Tokens may change from time to time and at any time via any forks to the TIX Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at <https://republic.com/timeworx> (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 and USD Coin (USDC) 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 the following financial institutions: Zero Hash LLC (“**ZeroHash**”) with respect to cryptocurrency payment services and Stripe, Inc. with respect to credit card 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 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 TIX Tokens rounded down to two (2) decimal places.

THE INTERESTS RECEIVED (IF ANY) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY OTHER LAW OR REGULATION GOVERNING THE OFFERING, SALE OR EXCHANGE OF SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS BEING MADE WITHIN THE UNITED STATES TO “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT). THE INTERESTS MAY NOT BE TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

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

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

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

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

A purchase of TIX 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 TIX Tokens or receipt of TIX Tokens is suitable to such prospective purchaser’s financial condition and goals. See “[Risk Factors](#)” below.

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

THIS OFFERING IS MADE ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE TIX 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 TIX 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 TIX TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS” BELOW); AND (II) NO MARKET FOR THE TIX 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. ODB is not purchasing the TIX Tokens, as such TIX 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 TIX Tokens in this Offering.

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

This Offering is being conducted pursuant to Regulation D, 506(c) of the Securities Act and is only available to accredited investors, as defined by Rule 501 of the Securities Act, who are able to verify their accredited investor status.

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

NEITHER STRIPE, INC. (“**STRIPE**”), THE CREDIT CARD PROCESSOR, NOR ZERO HASH LLC (“**ZERHASH**”), THE CRYPTO CURRENCY PROCESSOR, HAS INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. NEITHER STRIPE, ZERHASH, NOR ANY OF THEIR RESPECTIVE AFFILIATES, MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. BOTH STRIPE’S AND ZERHASH’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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CERTAIN NOTICES

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

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

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

Private Placement Memorandum contains a summary of the material terms of the Offering and the TIX Tokens. However, the summary of the TIX Tokens in this Memorandum does not purport to be complete and is subject to and qualified in its entirety by reference to the material terms and conditions summarized in Addendum B attached hereto (the "***TIX Token Terms and Conditions***"). If any of the provisions of the TIX Token Terms and Conditions are inconsistent with or contrary to the descriptions or terms in this Private Placement Memorandum, as applicable, will control. The Company reserves the right to modify the terms of the Offering, the TPAs and the TIX Tokens described in this Private Placement Memorandum, and the TPA's are offered subject to the Company's ability to reject any commitment in whole or in part.

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

Prospective purchasers must make their own investigations and evaluations of the Timeworx Platform and the TIX 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 TIX Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

By their participation in the Offering, Purchasers will be deemed to have agreed that their participation will constitute their representation, warranty, acknowledgment and agreement to all of the statements about Purchasers under the section titled "[Notice to Purchasers](#)." Potential Purchasers should carefully read that section of this Memorandum.

The Private Placement Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "***Commission***" or "***SEC***") nor any other U.S. federal, state, or foreign regulatory authority has approved of this Offering. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Private Placement Memorandum, nor is it intended that the foregoing authorities will do so. Prospective purchasers are not to construe this Private Placement Memorandum as investment, legal, tax, regulatory, financial, accounting, or other advice, and this Private Placement Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the TIX Tokens, a prospective purchaser should consult with its own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such purchase.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Private Placement Memorandum contains estimates and forward-looking statements. All statements other than statements of historical fact are forward-looking statements. The words “may,” “might,” “will,” “could,” “would,” “should,” “expect,” “plan,” “anticipate,” “intend,” “seek,” “believe,” “estimate,” “predict,” “potential,” “continue,” “contemplate,” “possible,” and similar words are intended to identify estimates and forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the Company and the TIX 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 TIX 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 Timeworx Platform;
- regulatory developments and their effect on the Timeworx Platform, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the Timeworx Platform, both in the U.S. and internationally;
- the ability of the Timeworx 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 may become a party;
- our ability to maintain an effective system of internal controls necessary to accurately report our financial results and prevent fraud; and
- the estimates and estimate methodologies used in preparing our financial statements.

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

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

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

OVERVIEW

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

Company and Timeworx Platform Overview

Fueled by the increasing demand for automated data analysis and decision-making capabilities across various industries, the global AI and machine learning market is experiencing rapid growth, at a CAGR of 42.2% from 2020 to 2027, and is expected to reach \$733.7 billion by 2027.¹ Traditionally, large technology companies have led the way, benefiting from vast resources and extensive infrastructure. However, smaller enterprises often struggle to access the same high-quality, cost-effective AI and ML solutions, leaving a critical gap in the market. Timeworx seeks to address this gap through a decentralized, scalable platform that leverages both human and AI agents for accurate, efficient data processing. Utilizing blockchain technology for transparency and fair compensation, the platform’s TIX utility token incentivizes participation and makes AI-driven services accessible to small and medium-sized businesses. By lowering barriers to entry, Timeworx aims to capture a significant share of the growing data-labeling market and democratize AI and ML capabilities beyond the realm of big tech.

Key Benefits and Features of the Timeworx Platform

Timeworx revolutionizes data processing by combining decentralization, AI, and human intelligence to deliver scalable, efficient, and transparent solutions. Its core features include:

Decentralization & Scalability – Timeworx operates on a decentralized network of human and AI agents, enabling seamless scaling for high-volume data processing. Blockchain technology ensures transparency, security, and fairness.

Accessibility for SMBs – By lowering the cost of AI-driven data processing, Timeworx makes advanced AI/ML capabilities available to small and medium-sized businesses (SMBs), leveling the playing field against large tech firms.

Trustless Data Processing – A decentralized consensus mechanism validates data accuracy, ensuring no single agent—human or AI—holds undue influence over outcomes.

TIX Utility Token – The TIX token facilitates payments for data processing services, rewards agents for contributions, and supports staking and delegation, promoting network security and engagement.

Dynamic Pricing – Task costs adjust in real-time based on supply, demand, task complexity, and market conditions, creating a flexible, market-driven pricing model.

Quality Assurance – A multi-agent validation framework enhances accuracy through systematic cross-verification. Performance metrics such as speed, proficiency, reliability, and versatility ensure continuous improvement.

Gamification & Incentives – Human agents benefit from gamified elements, including leaderboards, rewards, penalties, and personalized skill-development paths to enhance performance.

Versatility & Integration – The platform supports a wide range of data types—including text, images, and video—and seamlessly integrates with advanced AI/ML models for both automated and human-in-the-loop processing.

Human-in-the-Loop – Human agents play a critical role in refining AI models, validating outputs, and improving overall system performance through real-time intervention.

Mobile Accessibility – The Timeworx mobile app, available on Android and iOS, allows human agents to complete tasks on the go. Web3 connectivity enables seamless interaction with Injective and MultiversX networks via multiple wallet integrations, with plans to expand to other networks in the future.

¹ Grand View Research, 2021. "Artificial Intelligence (AI) Market Size, Share & Trends Analysis Report By Solution, By Technology, By End Use, By Region, And Segment Forecasts, 2020 – 2027." Retrieved from: [Artificial Intelligence Market Size, Share, Growth Report 2013](#)

By combining decentralized processing, AI-driven automation, and human intelligence, Timeworx delivers a scalable, cost-effective, and transparent solution for businesses of all sizes. It provides SMBs with high-quality data processing capabilities, empowering them to compete in the AI economy without reliance on big tech.

Terms of Offering

The Company plans to deliver TIX Tokens after the “Token Integration Event” or “TIE” defined as the date when the TIX Tokens are initially broadly publicly released by the Company for use on the Timeworx Platform, if ever. It is anticipated that the Token Integration Event will occur on or before 30 June 2025 (the “**Deadline Date**”). If there is no Token Integration Event 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 TIX Tokens on the terms and conditions set forth under “[Terms of the Offering](#)”. This Offering is made only to persons who can demonstrate (in a manner acceptable to the Company) their status as “accredited investors” under U.S. federal securities laws via the sale website at <https://republic.com/timeworx>. The Company may terminate such sales at any time prior to the sale of any and all TIX Tokens in its sole discretion.

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

Token Distribution

An initial supply of 500,000,000 TIX Tokens will be created in the initial minting processes, see “[Description of the TIX Token](#)” below.

Distribution Schedule

The distribution schedule for the TIX Tokens at or subsequent to the Token Integration Event is described below*.



* Percentage allocations rounded to nearest whole number.

Private Sales. A total number of 55,396,000 TIX Tokens, equal to 11.08% of the initial network supply of the TIX Tokens, is allocated to seed and private round contributors (“*Seed and Private Rounds*”) for financing R&D works related to the development of the Timeworx Platform. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.

Public Sale:

- **Republic Sale (Regulation D).** A total number of 1,833,333 TIX Tokens, equal to 0.37% of the initial network supply of the TIX Tokens, is allocated to certain contributors in the Republic Sale (Regulation D). TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.
- **Republic Sale (Concurrent Offering).** A total number of 7,333,333 TIX Tokens, equal to 1.47% of the initial network supply of the TIX Tokens, is allocated to certain contributors in the Republic Sale (Concurrent Offering). TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.
- **Other Public Sales.** A total number of 20,437,334 TIX Tokens, equal to 4.08% of the initial network supply of the TIX Tokens, will be allocated to supplementing the Republic Sales or future public sales following the Token Integration Event. Tokens under this category may be subject to delivery restrictions.

Community:

- **Staking Rewards:** A total number of 75,000,000 TIX Tokens, equal to 15.00% of the initial network supply of the TIX Tokens, is allocated to holders who lock their tokens to secure the data processing protocol. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.
- **Airdrops:** A total number of 75,000,000 TIX Tokens, equal to 15.00% of the initial network supply of the TIX Tokens, are allocated reward and incentivize the community. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules
- **Community Projects:** A total number of 15,000,000 TIX Tokens, equal to 3.00% of the initial network supply of the TIX Tokens, are reserved for promoting projects developed within the community. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.

Growth:

- **Liquidity Reserve:** A total number of 50,000,000 TIX Tokens, equal to 10.00% of the initial network supply of the TIX Tokens, are reserved for listing on centralized exchanges. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.
- **Marketing:** A total number of 40,000,000 TIX Tokens, equal to 8.00% of the initial network supply of the TIX Tokens, are for marketing efforts. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.
- **Company Reserve:** A total number of 50,000,000 TIX Tokens, equal to 10.00% of the initial network supply of the TIX Tokens, are allocated to unanticipated costs and emergency fund uses. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.

Bootstrapping. A total number of 50,000,000 TIX Tokens, equal to 10.00% of the initial network supply of the TIX Tokens, are allocated to advancing research and development efforts for the Company. TIX Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.

Team. A total number of 45,000,000 TIX Tokens, equal to 9.00% of the initial network supply of the TIX Tokens, are allocated to incentivize the team. TIX Tokens under this distribution category are subject to delivery restrictions and vesting schedules.

Advisors. A total number of 15,000,000 TIX Tokens, equal to 3.00% of the initial network supply of the TIX Tokens, are allocated to advisors to Timeworx. TIX Tokens under this distribution category are subject to delivery restrictions and vesting schedules.

Initial Launch of the TIX Tokens

The Company expects to enter into TPAs on an ongoing basis through the Offering Period. The Company is targeting a Token Integration Event on or before the Deadline Date. However, there can be no assurance that the TIX 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 TIX Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under “[Notice to Purchasers](#)” and “[TIX Tokens Terms and Conditions](#),” attached hereto as Addendum B, which contain important information regarding the TIX 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 “[TIX Token Terms and Conditions](#),” attached hereto as Addendum B.

TERMS OF THE OFFERING

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

<i>Issuer/Seller:</i>	Timeworx UAB, a Lithuanian private limited liability company.
<i>TPAs:</i>	The expected number of TIX Tokens to be sold in this Offering is 1,833,333 TIX Tokens, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Republic Sale (Regulation D) allocation. The total amount of TIX Tokens allocated for public sale is 20,437,334 and can be sold by the Company in its sole discretion through the Republic Sale and through other platforms, including digital asset exchanges.
<i>Purchaser Qualifications:</i>	Each Purchaser must be an “Accredited Investor”, as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in the Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
<i>Offering Size:</i>	US \$50,000 subject to increase dependent on demand.
<i>Period of Offering:</i>	March 13, 2025, at 9:00 am Eastern Standard Time (“ EST ”) through March 17, 2025, at 12:00 am Pacific Standard Time (“ PST ”) (the “ Offering Period ”). Purchasers who are on the Company’s “allowlist” are eligible to participate in this Offering starting on March 11, 2025, at 9:00 am EST. The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
<i>Fulfillment Price:</i>	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 TIX Tokens available for purchase may be higher or lower than the amount displayed below): <u>“Allowlist” Regulation D Offering</u> Price: US\$0.025/TIX Token Delivery Restrictions: The TIX Tokens will be released after the expiration of the twelve (12) month period following the completion of the Offering as described below in “Delivery of TIX Tokens”. Maximum Supply: 1,000,000 TIX Tokens <u>Regulation D Offering</u> Price: US\$0.03/TIX Token Delivery Restrictions: The TIX Tokens will be released after the expiration of the twelve (12) month period following the completion of the Offering as described below in “Delivery of TIX Tokens”. Maximum Supply: 833,333 TIX 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 TIX Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144.

Subscription Amounts:

The minimum subscription amount is \$100.00 and the maximum subscription amount is \$50,000.00. Such amounts may be modified by the Company in its sole discretion.

Delivery of TIX Tokens:

After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“**KYC/AML**”) or Know-Your-Business (“**KYB**”) screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), TIX Tokens will be delivered to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following the completion of the Offering. Injective and MultiversX wallets are the **only** wallets compatible with and able to receive the TIX Tokens.

Token Exchange:

Following the Token Integration Event, a Purchaser of TPAs will receive TIX 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/timeworx> and be subject to the Offering Documents.

Form of Payment for TPA:

The Purchase Amount can be paid in US dollars (via credit card) or USD Coin (USDC). 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. Purchases in USDC through ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by 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. See page [31](#) for refunds that pertain to ZeroHash.

*Examples of Fees Incurred During
Purchase of TIX Tokens:*

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

Example 1: Purchaser wants to purchase 4,000 TIX Tokens at \$0.03 per TIX Token using a credit card. The purchase price will be \$120. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or \$7—here, it will be \$7 for this transaction because 3.0% is lower, meaning the Purchaser will pay \$127.00 total for the 4,000 TIX Tokens. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.

Example 2: Purchaser wants to purchase 15,000 TIX Tokens at \$0.03 per TIX Token using a credit card. The purchase price will be \$450. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or \$7—here, it will be 3.0% for this transaction because \$7 is lower, meaning the Purchaser will pay \$463.50 total for the 15,000 TIX Tokens. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.

Example 3: Purchaser wants to purchase 45,000 TIX Tokens at \$0.03 per TIX Token using cryptocurrency. The purchase price will be \$1,350. Purchaser will not incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of any gas fees that may be incurred if the Purchaser pays via cryptocurrency.

Dissolution Event:

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

Upon the occurrence of either (a) a Dissolution Event prior to the Deadline Date, or (b) the transfer of any TIX Tokens purchased hereunder pursuant to the Restricted Period, the Company shall pay, after the payment of all other creditors, the Returned

Purchase Amount due and payable to the Purchaser immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Purchaser and all holders of all other TPAs (collectively, the “**TPA Parties**”), as determined in good faith by the Company’s management, 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 or ZeroHash (collectively, the “**Closing Requirements**”).

Governing Law

The TPAs and the underlying TIX Tokens will be governed by the law of Lithuania.

Use of Proceeds:

See “[Use of Proceeds](#)”.

Republic Service Providers:

The cash fee paid to ODB from the proceeds of this Offering and the Concurrent Offering will be the greater of \$15,000 or 4 percent (4.0%) of the dollar value of the Securities issued to Investors. The Issuer will also pay ODB a securities commission equivalent to 2% of the dollar value of the Securities.

Thus, a purchase of \$1,000 in this Offering would result in approximately \$940 to the Company, \$40 in cash commission to ODB, and \$20 in securities commission to ODB.

In addition to the cash and securities commissions, the Issuer has previously paid a \$17,500 Business Advisory Services fee.

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 make any assurances as to the completeness, accuracy or reliability of any such information provided by the Company.

RISK FACTORS

A purchase of TIX Tokens involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Private Placement Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which the Timeworx Platform, the TIX 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 TIX 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 TIX TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TIX TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT TIX TOKENS OR THE DELIVERY MECHANISM FOR THE TIX TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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

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

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

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

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

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

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

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

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

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

Risks Associated with the Overarching Blockchain Industry in Which the Timeworx 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 blockchain-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 TIX 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 TIX 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 TIX Tokens. If you give us the incorrect address to which to send your TIX Tokens, we are not responsible for any loss of TIX 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 TIX Tokens. The TIX 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 TIX 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 TIX Tokens will result in the loss of the Purchasers' TIX 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 TIX 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 TIX 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 TIX 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 TIX Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the TIX Tokens and such smart contract systems, including its termination and the loss of TIX 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 Timeworx Platform and TIX 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 TIX Tokens. Regulatory actions could negatively impact the TIX 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 TIX Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the TIX Tokens, which restrictions could impede, limit, or end the development of the TIX Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the TIX 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 TIX Tokens could be enacted, which could impact the utility of the TIX Tokens in the Timeworx Platform. Additionally, users of the Timeworx 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 TIX Tokens, including the utility of TIX Tokens with respect to the Timeworx Platform, including any applications that are built in connection with the Timeworx Platform.

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

We are not Licensed to Conduct a Virtual Currency Business in New York and do not Currently Intend to Become Licensed in any Other State. We Have Taken the Position that the New York's BitLicense Regulatory Framework does not apply to our Offer and Sale of the Interests. It is possible, however, that the New York State Department of Financial Services could disagree with our Position. We are not licensed to conduct a virtual currency business in New York or any other state. We have, however, taken the position that the State of New York's BitLicense Regulatory Framework does not apply to the offering or operation of the Timeworx 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 Timeworx 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 TIX Tokens, including its further development, or the value of the TIX Tokens and/or could cause us to cease operations in New York or any other states requiring a license for our activity.

We are not Licensed as a Money Transmitter under State Law or Registered as a Money Services Business under Federal Law, and our business may be adversely affected if we are required to do so. We believe that we are not a money transmitter under state law or a money services business under federal law in the United States when we offer the Timeworx 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 TIX 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 Timeworx Platform, the TIX Tokens, suspensions in the operation of the Timeworx Platform, the Timeworx Platform, the TIX Tokens or certain of its components, changes in how the TIX 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 TIX Tokens. It could also lead to a decrease in value of TIX Tokens. In addition, a regulator could take action against us if it views our activity regarding the Timeworx Platform or the TIX Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the TIX Tokens and/or could cause the Company to cease operations in certain states or nationwide.

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

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

We rely on various intellectual property rights in order to operate our business. The Company's intellectual property rights may not be sufficiently broad or otherwise may not provide us a significant competitive advantage. In addition, the steps that we have taken to maintain and protect our intellectual property may not prevent it from being challenged, invalidated, circumvented or designed-around, particularly in countries where intellectual property rights are not highly developed or protected. In some circumstances, enforcement may not be available to us because an infringer has a dominant intellectual property position or for other business reasons, or countries may require compulsory licensing of our intellectual property. Our failure to obtain or maintain intellectual property rights that convey competitive advantage, adequately protect our intellectual property or detect or prevent circumvention or unauthorized use of such property, could adversely impact our competitive position and results of operations. We also rely on nondisclosure and noncompetition agreements with employees, consultants and other parties to protect, in part, trade secrets and other proprietary rights. There can be no assurance that these agreements will adequately protect our trade secrets and other proprietary rights and will not be breached, that we will have adequate remedies for any breach, that others will not independently develop substantially equivalent proprietary information or that third parties will not otherwise gain access to our trade secrets or other proprietary rights. As we expand our business, protecting our intellectual property will become increasingly important. The protective steps we have taken may be inadequate to deter our competitors from using our proprietary information. In order to protect or enforce our intellectual property rights, including our patents, we may be required to initiate litigation against third parties, such as infringement lawsuits. Also, these third parties may assert claims against us with or without provocation. These lawsuits could be expensive, take significant time and could divert management's attention from other business concerns. We cannot assure you that we will prevail in any of these potential suits or that the damages or other remedies awarded, if any, would be commercially valuable.

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

TIX Token Integration Risk and Risk of Insufficient Interest in the Timeworx Platform. There are no guarantees as to the timing of the TIX Tokens being integrated into the Timeworx 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 TIX Tokens or that public interest in the Timeworx Platform may reduce over time. Such a lack of interest could negatively impact the TIX Tokens and their functionality in the Timeworx Platform.

Operating History. The Company has a limited 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 TIX Tokens. A significant amount of work was required in order to create the TIX Tokens and implement the TIX Token into the Timeworx 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 TIX Tokens;
- implement new products and services;
- successfully execute the Company's funding strategy;
- successfully navigate economic conditions and fluctuations in the market;
- effectively manage the growth of the business;
- continue to develop, maintain, and scale the TIX Tokens;
- 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

In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.

Recruiting and retaining highly qualified personnel is critical to our success. These demands may require us to retain additional personnel and require the development of additional expertise. We face intense competition for personnel, making recruitment time-consuming and expensive. The failure to attract and retain personnel or to develop such expertise could delay or halt the development and commercialization of our product candidates. If we experience difficulties in retaining key personnel, we could suffer from delays in product development, loss of customers and sales and diversion of management resources, which could adversely affect operating results. Our consultants and advisors may be employed by third parties and may have commitments under consulting or advisory contracts with third parties that may limit their availability to us, which could further delay or disrupt our product development and growth plans.

We need to rapidly and successfully develop and introduce new products and services in a competitive, demanding and rapidly changing environment.

To succeed in our intensely competitive industry, we must continually improve, refresh and expand our product and service offerings to include newer features, functionality or solutions, and keep pace with changes in the industry. Shortened product life cycles due to changing customer demands and competitive pressures may impact the pace at which we must introduce new products or implement new functions or solutions. In addition, bringing new products or solutions to the market entails a costly and lengthy process, and requires us to accurately anticipate changing customer needs and trends. We must continue to respond to changing market demands and trends or our business operations may be adversely affected.

The development and commercialization of our products and services is highly competitive.

We face competition with respect to any products or services that we may seek to develop or commercialize in the future. Our competitors include major companies worldwide. Many of our competitors have significantly greater financial, technical and human resources than we have and superior expertise in research and development and marketing approved products and services and thus may be better equipped than us to develop and commercialize products and services. These competitors also compete with us in recruiting and retaining qualified personnel and acquiring technologies. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. Accordingly, our competitors may commercialize products and services more rapidly or effectively than we are able to, which would adversely affect our competitive position, the likelihood that our products and services will achieve initial market acceptance, and our ability to generate meaningful additional revenues from our products and services.

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

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

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

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

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

Risks from Taxation. The tax characterization of the TIX 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 TIX 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 TIX Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, TIX 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 TIX Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the TIX 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 TIX Tokens, adversely impacting the ability to further derive any usage or functionality from TIX 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 TIX 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 TIX Token and negatively affect it.

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

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

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

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

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

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

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

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

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

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

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

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

Risks Associated with Issuance of Additional Tokens. If TIX Tokenholders are provided governance rights in the future, TIX Tokenholders may collectively determine it is in the best interest of the Timeworx Platform to issue additional tokens. If such an event occurs, the value of TIX Tokens may be adversely impacted, and a TIX Tokenholder's token holding may also be diluted as a result.

Risk Associated with Hiring and Retaining Personnel. Because the blockchain industry is a technologically cutting-edge field, the market for engineers and other non-technical talent familiar with the industry is competitive. It may be difficult to attract and retain qualified individuals with the expertise, and in the timeframe, required for the steady progress of the Timeworx 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 Timeworx 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 Timeworx 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 Timeworx 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 Timeworx Platform or the Company may encounter potential conflicts of interest in connection with the sale of TIX 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 Timeworx Platform and its code, or other factors. Decisions made by the Company on such matters may be more beneficial for some Purchasers than for others.*

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

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

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

USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering and any other contemporaneous TIX Token offerings on Republic (together, the “***Republic Offerings***”) may be approximately \$44,750 after deducting estimated offering expenses, less any marketing and legal expenses. The Company intends to use the proceeds of the Republic Offerings, net of any federal and state income taxes, for product engineering and general business purposes, including, but not limited to, technology and product development, product delivery as well as promoting the use of the Timeworx Platform through B2B marketing, community building and engagement. No proceeds from this Offering will be used to discharge any indebtedness.

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

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

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

DILUTION

The following table summarizes the differences between the total consideration and the weighted-average price per token paid by existing tokenholders who have purchased or acquired TIX Tokens or rights thereto, prior to the date of this Memorandum and participants participating in this Offering at the price, or deemed price, to the public of \$0.025 to \$0.030 per TIX Token, before deducting estimated expenses in connection to this Offering:

	Tokens Purchased or Offered	Total Consideration	Weighted Average Price Per Token
Outstanding Tokens (or rights thereto) before this Offering	55,396,000 (1)	\$604,900 (2)	\$0.0109 (3)
Tokens offered in this Offering	1,833,333	\$50,000	\$0.0273

- (1) Includes (i) 52,000,000 TIX Tokens that were allocated to Seed Sale contributors and (ii) 3,396,000 TIX Tokens that were allocated to Private Rounds contributors. Contributors in the Seed Round and Private Rounds are subject to various vesting schedules as described in the “Plan of Distribution”.
- (2) Total consideration includes (i) \$520,000 pursuant to contributions made to the Company by Seed Round contributors; and (ii) \$84,900 pursuant to contributions made to the Company by Private Round contributors.
- (3) The price per TIX Token offered to contributors in (i) our Seed Round was approximately \$0.01; and (ii) our Private Rounds was approximately \$0.025.

MANAGEMENT OF THE COMPANY

Executive Officers and Significant Service Providers

The Management of the Company including their ages and positions, are set forth below:

Name	Age	Functional Position
<i>Executive Officers</i>		
Alexandru Gherghina-Pestrea	35	CEO, Managing Director
Radu-Corneliu Marin	36	Chief Operating Officer

Alex Gherghina-Pestrea. Alex Gherghina is the co-founder & Chief Executive Officer (CEO) of Timework UAB. Alex Gherghina is a Ph.D. candidate specializing in fine-grained access control methodologies for blockchain. With over 14 years of experience in mobile application and blockchain development, he has played a key role in advancing decentralized technologies. In addition to his leadership at Timeworx, Alex serves as an engineering manager overseeing one of the largest staking providers on the MultiversX blockchain. His technical expertise and deep understanding of blockchain infrastructure drive the strategic development of the Timeworx platform.

Radu-Corneliu Marin, Ph.D. Radu Marin is the co-founder & Chief Operating Officer (COO) of Timeworx UAB. Dr. Radu Marin is an industry-recognized expert in mobile development and distributed computing, with over 14 years of experience as a software architect and technical community leader. He earned his Ph.D. summa cum laude in 2021 for his research in opportunistic computing and currently serves as a lecturer and postdoctoral researcher at the University Politehnica of Bucharest, focusing on fine-grained access control methodologies for blockchain. At Timeworx, Radu leverages his expertise in system architecture and blockchain security to optimize platform operations and scalability.

Management Composition and Risk Oversight

The executive management of the Company is currently composed of two members. There are no family relationships among any of the executive officers.

Significant Service Providers

Relationship to Timeworx SRL

Company has a Master Services Agreement with Timeworx SRL, a Romanian private limited liability company, dated October 1, 2023. Under this agreement, Timeworx SRL is responsible for providing software development services, including data processing, AI, and machine learning (ML) technologies.

Timeworx SRL

Timeworx SRL, a Romanian legal entity, functions as the software engineering and development arm of the Timeworx ecosystem. It owns 100% of Timeworx UAB (Lithuania). Timeworx SRL retains exclusive ownership of all intellectual property rights pertaining to the blockchain infrastructure, Timeworx platform protocols, and associated technological components. This encompasses the entire technological stack, including underlying blockchain protocols, consensus mechanisms, and all improvements or modifications. Timeworx SRL also possesses exclusive rights to all smart contract code, platform-specific algorithms, processing methods, computational procedures, technical documentation, architectural designs, system specifications, and platform branding elements. Timeworx SRL's responsibilities include providing software development services, maintaining the platform, and delivering security updates. Timeworx SRL and Timeworx UAB entered into a credit agreement on July 1, 2024, pursuant to which Timeworx UAB loaned Timeworx SRL €150,000. Additionally, Timeworx SRL and Timeworx UAB have a master agreement in which Timeworx SRL is the contractor and Timeworx UAB is the beneficiary.

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, TPA's, or TIX 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, TIX Tokens exceed the amount the Purchase pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the TIX Tokens.

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.

EXECUTIVE OFFICER COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)
Alexandru Gherghina-Pestrea <i>Chief Executive Officer</i>	\$110,000/ year	Token allocation of 4.5% as a group for Management and Core Team
Radu-Corneliu Marin, <i>Chief Operating Officer</i>	\$100,000/ year	

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to an offering engagement agreement with ODB, effective as of December 9, 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 TIX 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 upon termination for any reason other than ODB’s uncured breach. This includes termination for cause due to the Company’s uncured breach, expiration of the term, or the Company’s voluntary termination. The Termination Fee is a flat \$10,000. ODB may, at its discretion, interpret a lack of responsiveness from the Company, for a period of 10 calendar days, as a material breach of this Agreement, after requesting a response, entitling ODB to terminate this Agreement for cause. No Termination Fee shall be due under this provision in the event of termination for any reason other than ODB’s uncured breach. If the Company cancels or decides not to pursue the Offering after meeting the minimum investment amount necessary to perform a closing, termination fees shall remain due and payable, unless the Company terminates the Agreement for ODB’s uncured breach..

Commission and Expenses. The cash fee paid to ODB from the proceeds of this Offering will be the greater of (A) \$15,000.00 or (B) 4 percent (4.0%) of the dollar value of the Securities issued to Investors. The Issuer will also pay ODB a securities commission equivalent to 2% of the dollar value of the Securities. Thus, a purchase of \$1,000 in this Offering would result in a minimum of \$940 to the Company, \$40 in cash commission to ODB, and \$20 in securities commission to ODB, and potentially more if the total offering size is less than \$375,000.

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 make any assurances as to the completeness, accuracy or reliability of any such information provided by the Company. While our management may promote the Company and this Offering, ODB may also pay commissions to other parties in connection with facilitating this Offering.

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

Under the ODB Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to payment processing in the event of a withdrawn offering. The Issuer is responsible for all costs related to Investor payment disputes. The Issuer will pay to ODB various fees, which are not considered underwriting compensation. ODB has the right to assign this Agreement to an Affiliate or successor.

Business Advisory Service Fees: We have paid ODB \$17,500 for Business Advisory Services, including standard, additional, or enhanced reviews of KYC, AML, diligence, compliance monitoring, CIP, financials, offering documents, and the time and effort undertaken to perform such reviews. ODB may also provide additional guidance on the Offering’s size and structure, market conditions, and other relevant factors, but this guidance is not legal advice and does not replace the need for the 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.

Refunds and Surplus Payments for Payments Made Through ZeroHash

Investors should be aware that ODB's refund and surplus payment policies with respect to payments made through Zero Hash may limit or eliminate refunds depending on the amount overpaid and associated transaction costs. Given associating servicing costs, refunds will only be issued for overpayments in dollar amounts greater than or equal to \$25 (an "Eligible Refund"). Transaction costs ("Gas Fees") associated with Eligible Refunds will be deducted from the applicable Eligible Refund, with any remainder transmitted to the Investor. Refunds will be made in USDC on the Avalanche network and credited to the investor's Republic Wallet, regardless of the original payment currency or wallet.

Refunds will not be issued if the investor does not create a Republic Wallet to receive funds.

Overpayments below the eligible refund amount will be transmitted to the applicable Issuer and treated as a gift for tax purposes. ODB will not profit from such gifts.

Examples:

Overpayment Below \$25: For an overpayment of \$24.99, The overpayment balance of \$24.99 will be gifted to the Issuer, with no refund.

Overpayment Equal to or Above \$25: For an overpayment of \$27, with \$3 in Gas Fees, \$24 will be refunded to the investor's Republic Wallet.

Refunds are currently processed manually, which may result in processing delays to be handled on a best efforts basis to resolve in an expedient manner. Investors should carefully review payment instructions to avoid errors leading to unrecoverable amounts. Investors should also ensure they establish a Republic Wallet to avoid forfeiting any refunds they may be eligible to receive.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE COMPANY

Common Stock of the Company

As of the date of this filing, 100% of the beneficial ownership of the Company's voting securities is held by Timeworx SRL, a Romanian private limited liability company.

The following table sets forth the beneficial ownership of our common stock as of the date of this Private Placement Memorandum for each person or group that holds more than 10% of our common stock, for each of our management and for our management as a group. The percentage of common stock ownership shown in the table is based upon 1 share of common stock outstanding as of the date of this Offering.

Except as otherwise noted below, the address for each person or entity listed in the table is Municipiul Târgoviște, Str. LĂMÂIȚEI, Nr. 2A, C2, Județ Dâmbovița, Romania. We have determined beneficial ownership of our common stock in accordance with the rules of the SEC.

Title of Class	Name and address of beneficial owner¹	Amount and nature of beneficial ownership	Percent of Class
Shares of Common Stock of Timeworx UAB	Timeworx SRL	1,000 shares	100%
Shares of Common Stock of Timeworx UAB	Management as a group	N/A	N/A

(1) Each of Alexandru Gherghina-Pestrea and Radu-Corneliu Marin own 24% of the equity of Timeworx SRL

TIX Tokens

No person or group, nor management as a group, holds more than 10% of the maximum supply of TIX Tokens. We have determined beneficial ownership of our TIX Tokens in accordance with the rules of the SEC.

DESCRIPTION OF THE TIX TOKENS

Ownership of TIX 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 TIX Tokens at a fulfillment price of \$0.025 and \$0.03 per TIX Token. The TPAs and the TIX Tokens are subject to transfer restrictions as described under “[Terms of the Offering](#)” above.

TIX Tokens (\$TIX) are the native utility tokens of the Timeworx Platform. \$TIX underpins a decentralized data processing protocol by enabling access to services, incentivizing network participants. Through \$TIX, the Timeworx ecosystem aligns the interests of businesses, AI agents, and human contributors, creating a transparent and efficient infrastructure for data processing and AI model development. The Timeworx Platform is a layer-2 protocol built on top of Injective and MultiversX blockchains, with plans to expand to other networks in the future, as described further below in “[Description of the Timeworx Platform](#).”

The ownership of TIX Tokens is evidenced through the association of a certain number of TIX Tokens with a public key or wallet address as recorded on the underlying blockchain network. This record on the blockchain serves as verifiable proof of ownership. Each public key is paired with a corresponding private key. The private key is the sole means of controlling the associated TIX Tokens, enabling actions like transferring tokens to another party. To execute any transaction involving TIX Tokens, the token holder must generate a digital signature using their private key. This signature cryptographically proves the token holder's authorization. Consequently, possession and control of the private key are paramount for exercising ownership rights over TIX Tokens. TIX Tokens are not subject to additional tracking mechanisms, lacking serial numbers or unique identifiers. This design ensures their interchangeability and fungibility.

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

Functionality of TIX Tokens

Users of the Timeworx Platform will be able to utilize the TIX Token in the following ways:

- *Data Processing Services*
 - *Requesting Services:* Businesses or individual clients can spend \$TIX to request data processing tasks. These tasks include submitting datasets and specifying rules for data handling.
 - *Task Allocation:* The platform distributes tasks to qualified AI or human agents, who perform the work and return results in exchange for \$TIX compensation.
- *Incentivizing Agents*
 - *Earning \$TIX:* Both AI agents and human contributors receive \$TIX for completing assigned tasks. The token serves as the primary reward for active participation in the data processing network.
- *Staking*
 - *Network Security:* Users can stake their \$TIX tokens to help secure the protocol, earning staking rewards in return.
 - *Proof-of-Stake for AI Agents:* AI agents must stake \$TIX to participate in processing tasks, promoting commitment and reliability.
 - *Integrity and Security:* Staking requirements encourage honest behavior and protect the network from potential attacks or misconduct.
- *Delegating Trust*
 - *AI Staking Pools:* \$TIX holders can delegate their tokens to AI agents' staking pools.
 - *Revenue Sharing:* Token holders who delegate \$TIX to an agent's pool receive a proportional share of the agent's earnings, fostering a mutually beneficial relationship.

- *AI Model Access*
 - *Personal Assistant*: \$TIX can be used to unlock advanced AI services through a personal assistant feature in the Timeworx mobile app.
 - *Wide-Ranging Capabilities*: The assistant offers solutions for tasks like image processing, media generation, or personalized augmented reality experiences.
- *Advanced Platform Features*
 - *Expanded Toolset*: \$TIX grants users access to specialized services—such as data labeling, machine learning model development, and other data processing functions—within the Timeworx ecosystem.
- *Reputation and “Punch Card” NFTs*
 - *Human Contributor Credentials*: Human agents earn “Punch Card” NFTs to document their performance on the platform.
 - *Non-Transferable Utility*: These NFTs are required for claiming or staking rewards after task completion and cannot be traded, preserving the integrity of each agent’s earned reputation.
- *Token Distribution and Rewards*
 - *Community Incentives*: \$TIX is distributed through various means, including staking rewards, airdrops, and project grants. This structure promotes wider participation and fosters a robust community.

Token Supply

The initial supply of TIX Tokens is 500,000,000 tokens. The total supply of TIX Tokens will be allocated as described in [“Plan of Distribution”](#).

Limited TIX Token-Related Rights

TIX Tokens (\$TIX) are utility tokens designed to facilitate various functions within the Timeworx Platform ecosystem. Holding TIX Tokens does not grant you any ownership or control rights in the Company (Timeworx UAB), its parent (Timeworx SRL), its affiliates, or any third-party developer. Specifically, TIX Tokens do not:

- Represent an equity interest in the Company or any other entity.
- Entitle you to receive payments, profits, interest, or any other form of financial return.
- Confer voting rights in the Company, its affiliates, or third-party developers, including the election of board members.

Secondary Markets

TIX Tokens (\$TIX) are utility tokens specifically designed for use within the Timeworx Platform. Their primary purpose is to facilitate various functions within the network, including:

- Requesting and managing data processing tasks
- Incentivization for task completion and Timeworx Platform support
- Securing the network through staking or delegation

While TIX Tokens may be technically transferable on digital asset trading platforms or other venues, the Company does not endorse or encourage any use of the tokens beyond their intended functionality within the Timeworx Platform.

The Company is currently pursuing a token distribution strategy that includes allocations for public sale, treasury, community development, and Liquidity Reserves. Further information regarding anticipated exchange listings will be communicated as plans are finalized. The Company's primary focus remains on developing and supporting the Timeworx Platform and ensuring the utility and functionality of TIX Tokens within that ecosystem.

DESCRIPTION OF THE TIMEWORX PLATFORM

Overview

The Timeworx Platform is a decentralized and scalable data processing network designed to connect businesses with a distributed workforce of human and AI agents. By leveraging blockchain technology, the Timeworx Platform ensures transparency, traceability, and fairness, creating an open and efficient marketplace for data processing services. The platform is structured to allow businesses to submit processing requests while enabling AI and human contributors to complete tasks in exchange for TIX tokens, aligning incentives for all participants.

At its core, Timeworx eliminates traditional bottlenecks in data processing by enabling an open, trustless, and market-driven approach, where participants engage without requiring a centralized authority. This structure allows businesses to efficiently access data processing services while ensuring that contributors are fairly compensated based on performance and market demand.

Key Principles & Functionality

The Timeworx Platform is built around a decentralized data processing protocol that establishes an open market for data-related tasks. The platform enables businesses to submit processing requests, which are fulfilled by agents who receive \$TIX as compensation. The protocol incorporates mechanisms to monitor task completion, validate accuracy, and distribute rewards in an automated manner.

- Decentralized processing allows data-related tasks to be completed by a network of independent human and AI contributors
- A task-based structure enables efficient distribution and execution of processing requests
- Market-driven pricing allows costs to be determined by supply and demand dynamics
- A blockchain-based system records task completion and ensures traceability
- Participants interact without requiring trust in a centralized intermediary

Platform Features

The platform is designed to support various data processing needs through a combination of automation, blockchain integration, and structured workflows.

- Data processing pipelines break tasks into structured steps to facilitate multi-stage execution
- Support for multiple data formats, including text, images, video, and audio
- A validation framework incorporating audits, multi-agent verification, and reputation tracking
- Performance monitoring tracks agent speed, accuracy, and reliability
- Reputation-based NFTs provide on-chain verification of human agent contributions
- A mobile application allows users to perform tasks, claim rewards, and stake tokens
- AI model integration supports automated and manual data processing, incorporating machine learning models such as Meta AI's Segment-Anything Model
- TIX token functionality allows users to access AI-powered services through the platform's mobile application
- A vault-based earnings system allows users to claim or stake their accumulated rewards

How It Works

The platform follows a structured workflow for data processing and validation:

- Businesses submit data along with processing specifications
- The platform segments data into individual processing tasks
- Tasks are assigned to AI and human agents for execution
- Completed tasks undergo validation through a multi-agent review system
- Contributors receive TIX tokens based on successful task completion
- Processed and validated data is returned to the requesting business

Revenue Model

Timeworx operates on a token-based revenue model where businesses acquire TIX tokens to pay for data processing services. Pricing is determined through a market-based system that adjusts according to task complexity and agent availability.

- Clients purchase TIX to submit processing requests

- Agents receive TIX for completing and validating tasks
- Market-driven pricing adjusts based on demand and available processing capacity

Target Customers

The platform is designed for businesses and organizations that require large-scale data processing, including:

- AI and machine learning companies needing labeled training data
- Enterprises seeking automated data processing and analytics
- Research institutions requiring structured data annotation
- Digital service providers working with augmented reality, content analysis, or real-time data processing

State of the Project

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



Competition

Our competition can be primarily classified by their governance model into: centralized and decentralized.

Centralized Data Labeling & Processing Platforms (Cloud-Based SaaS)

These platforms are highly centralized and often lack transparency in data collection, labeling, and usage. Key challenges include:

- **Friction and inefficiency** in acquiring adequate data (44% of AI leaders cite data availability as a top barrier).
- **Low wages** for data labelers, which raises ethical concerns and can affect data quality.

Subcategories

1. **General-Purpose**
 - *Amazon Mechanical Turk (MTurk)*: General crowdsourcing for various micro-tasks, including data labeling.
 - *ClickWorker*: Crowdsourcing micro-tasks; also supports data generation, validation, and labeling.
2. **AI-Specific**
 - *LabelBox*: AI-driven data labeling with a managed workforce and automation.
 - *Amazon SageMaker Ground Truth*: ML-focused labeling, management, and integration within SageMaker.
 - *Scale AI*: Data labeling platform mixing human-in-the-loop and AI assistance; offers data management and model evaluation.
 - *Others*: Appen, SuperAnnotate, Dataloop, Snorkel AI.

3. AI Domain-Specific

- *CVAT (Computer Vision Annotation Tool)*: Open-source with manual and AI-assisted annotation; enterprise plan offers a managed workforce.
- *Roboflow*: Focus on computer vision; provides trained models but no crowdsourced labelers.
- *V7 Labs Darwin*: AI-assisted data labeling for computer vision and Generative AI; no managed workforce.
- *Google AutoML Vision*: Automates creation of custom ML models for computer vision.
- *Others*: Doccano (NLP, open source).

Decentralized Data Labeling & Processing Platforms

These use Web3 and blockchain to ensure transparency, trust, and token-based incentives.

- **Effect Network**: Built on EOS.IO; dApp with decentralized governance through a DAO.
- **Human Protocol**: Focus on micro-tasking (vision, NLP); uses HMT token for payments, staking, and governance.
- **Ta-Da**: Mobile-based data labeling (voice, NLP) with 3-agent consensus for validation; TADA token handles payments and staking.
- **Others**: Alaya AI, Sapien, Public AI.

PLAN OF DISTRIBUTION

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

Distribution of TIX Tokens

The 500,000,000 TIX Tokens, consisting of the initial minted supply of TIX Tokens, will be distributed as follows:

Allocation	Tokens	%
Private Sales:		
Seed Round Contributors	52,000,000	10.40%
Private Round Contributors	3,396,000	0.68%
Public Sales		
Republic Sale (Reg D)	1,833,333	0.37%
Republic Sale (Concurrent Offering)	7,333,333	1.47%
Other Public Sales	20,437,334	4.08%
Community:		
Staking	75,000,000	15%
Airdrops	75,000,000	15%
Community Projects	15,000,000	3%
Growth:		
Liquidity Reserve	50,000,000	10%
Marketing	40,000,000	8%
Company Reserve	50,000,000	10%
Bootstrapping	50,000,000	10%
Founders and Team	45,000,000	9.00%
Advisors	15,000,000	3.00%
Total Token Allocation:	500,000,000	100.00%

Private Sales:

- A total number of 55,396,000 TIX Tokens, equal to 11.08% of the initial network supply of the TIX Tokens, is allocated to Seed and Private Sales Round contributors through six separate rounds as presented in the table above. These sales rounds financed research and development works related to the Timeworx Platform. The information about cliff and vesting period per each of the Seed and Private Sales rounds are presented in the table above. Seed Round tokens will be subject to a three-month cliff, with no additional vesting or lock up period. Twenty-five percent (25%) of Private Sales Round tokens will be subject to a three-month cliff, with the balance of the tokens being unlocked after the end of an additional three-month period.

Public Sales:

- **Republic Sale (Regulation D).** A total number of 1,833,333 TIX Tokens, equal to 0.37% of the initial network supply of the TIX Tokens, is allocated to certain contributors in the Republic Sale (Regulation D). Purchasers will each enter into a TPA with the Company. At the time of entering into the TPA, the Purchaser will designate a network address where such Purchaser wishes to receive delivery of the TIX Tokens. TIX Tokens in this distribution category are subject to no vesting or lock up schedule. TIX Tokens will be delivered to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following the completion of the Offering. Injective and MultiversX wallets are the **only** wallets compatible with and able to receive the TIX Tokens.
- **Republic Sale (Concurrent Offering).** A total number of 7,333,333 TIX Tokens, equal to 1.47% of the initial network supply of the TIX Tokens, is allocated to certain contributors in the Republic Sale (Concurrent Offering). TIX Tokens in this distribution category are subject to a three (3) month lock-up. TIX Tokens will be delivered to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the three (3) month period following the Token Integration Event. Injective and MultiversX wallets are the **only** wallets compatible with and able to receive the TIX Tokens.
- **Other Public Sales.** A total number of 20,437,334 TIX Tokens, equal to 4.08% of the initial network supply of the TIX Tokens, will be allocated to supplementing the Republic Sales or future public sales following the Token Integration Event. Tokens under this category may be subject to delivery restrictions.

Community:

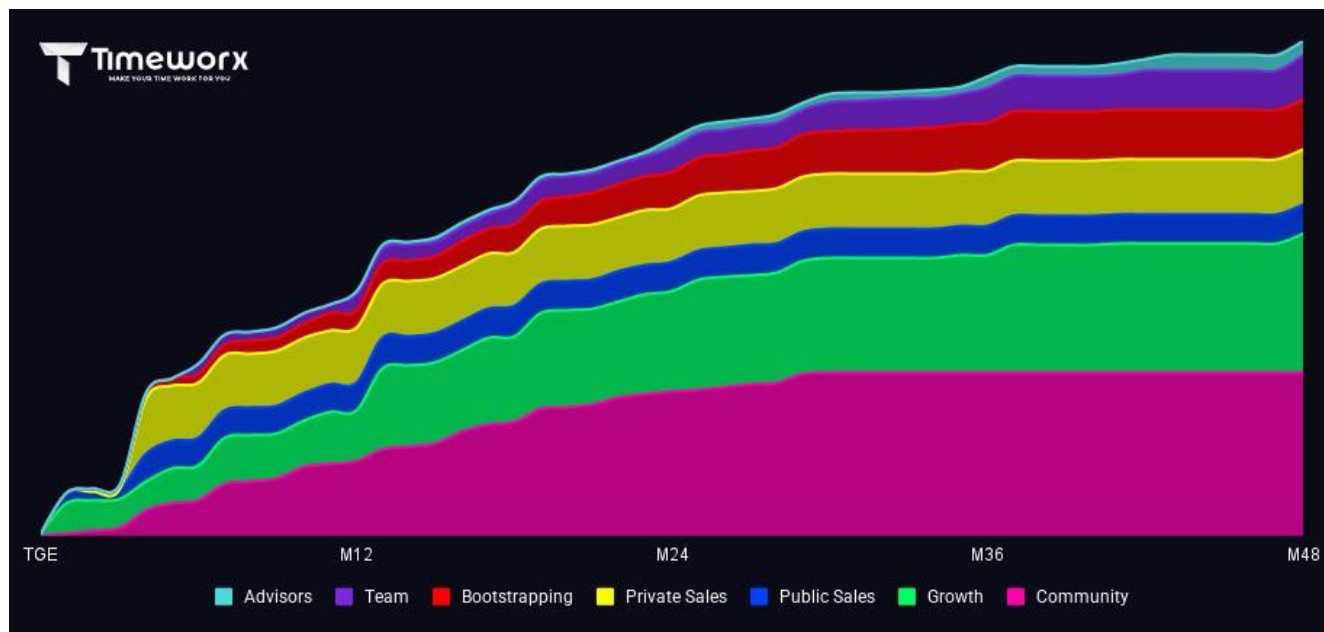
- **Staking Rewards:** A total number of 75,000,000 TIX Tokens, equal to 15.00% of the initial network supply of the TIX Tokens, is allocated to holders who lock their tokens to secure the data processing protocol. TIX Tokens under this distribution category are subject to an unlock schedule, with 2,500,000 or 0.5% of the initial network supply of the TIX Token unlocking linearly on a monthly basis for thirty (30) months following the Token Integration Date.
- **Airdrops:** A total number of 75,000,000 TIX Tokens, equal to 15.00% of the initial network supply of the TIX Tokens, are allocated reward and incentivize the community. TIX Tokens under this distribution category are subject to an unlock up schedule during the period following the Token Integration Date, with 15,000,000 TIX Tokens unlocking on the first day of each of the 4th and 7th months, 10,000,000 TIX Tokens unlocking on each of the 10th, 13th, 16th and 19th months, and 5,000,000 TIX Tokens unlocking on the 22nd month.
- **Community Projects:** A total number of 15,000,000 TIX Tokens, equal to 3.00% of the initial network supply of the TIX Tokens, are reserved for promoting projects developed within the community. TIX Tokens under this distribution category are subject to an unlock up schedule, with 5,000,000 TIX Tokens unlocking after a three-month cliff and the balance unlocking in equal amounts every twelve months for 24 months thereafter.

Growth:

- **Liquidity Reserve:** A total number of 50,000,000 TIX Tokens, equal to 10.00% of the initial network supply of the TIX Tokens, are reserved for listing on centralized exchanges. TIX Tokens under this distribution category are subject to an unlock up schedule, with 20,000,000 TIX Tokens unlocking after a one-month cliff and balance unlocking in equal amounts every six months for 18 months thereafter.
- **Marketing:** A total number of 40,000,000 TIX Tokens, equal to 8.00% of the initial network supply of the TIX Tokens, are for marketing efforts. TIX Tokens under this distribution category are subject to an unlock up schedule during the period following the Token Integration Date, with 10,000,000 TIX Tokens unlocking on the 1st month, 6,000,000 TIX Tokens unlocking on each of the 5th and 11th months, 5,000,000 TIX Tokens unlocking on the 17th month, 4,000,000 TIX Tokens unlocking on the 23rd and 29th months, 3,000,000 on the 35th month, and 2,000,000 on the 41st month.
- **Company Reserve:** A total number of 50,000,000 TIX Tokens, equal to 10.00% of the initial network supply of the TIX Tokens, are allocated to unanticipated costs and emergency fund uses. TIX Tokens under this distribution category are subject to an unlock up schedule, with 20,000,000 TIX Tokens unlocking after a twelve-month cliff and the balance unlocking in equal amounts every twelve months for 36 months thereafter.
- **Bootstrapping:** A total number of 50,000,000 TIX Tokens, equal to 10.00% of the initial network supply of the TIX Tokens, are allocated to advancing research and development efforts for the Company. TIX Tokens under this distribution category are subject to an unlock schedule, with 2,000,000 or 0.4% of the initial network supply of the TIX Token unlocking on a monthly basis for 36 months following the Token Integration Date.
- **Team:** A total number of 45,000,000 TIX Tokens, equal to 9.00% of the initial network supply of the TIX Tokens, are allocated to incentivize the team. TIX Tokens in this distribution category are subject to a vesting schedule, with 10,000,000 TIX Tokens vesting after a 6-month cliff and the balance vesting in equal amounts every six months for 42 months thereafter.
- **Advisors:** A total number of 15,000,000 TIX Tokens, equal to 3.00% of the initial network supply of the TIX Tokens, are allocated to advisors to Timeworx. TIX Tokens under this distribution category are subject to a vesting schedule with TIX Tokens under each such grant vesting over forty-eight (48) months commencing at the time of the Token Integration Event, with 4,000,000 TIX Tokens vesting on the 12th and 24th months following the Token Integration Event and 3,500,000 TIX Tokens vesting on the 36th and 48th months following the Token Integration Event.

TIX Token Supply Release Schedule

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



Purchaser Qualifications

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

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

- (i) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by person(s) that are accredited investor(s);
- (ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- (iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of \$5,000,000;
- (iv) Any management of the Company;
- (v) Any natural person whose individual net worth, or joint net worth with that person’s spouse, exclusive of the value of the person’s primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds \$1,000,000;
- (vi) Any natural person who had an individual income in excess of \$200,000, or joint income with that person’s spouse

- in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;
- (vii) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
 - (viii) Any entity all of whose equity owners are accredited investors;
 - (ix) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
 - (x) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;
 - (xi) Any natural person who is a “knowledgeable employee,” as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
 - (xii) Any “family office” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940”
 - a. With assets under management in excess of \$5,000,000;
 - b. That is not formed for the specific purposes of acquiring the securities offered, and
 - c. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
 - (xiii) Any “family client,” as defined in rule 202(a)(11)(G)01 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

The term “net worth” means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income.

As a condition to completing a purchase of the Tokens, you will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and provide certain documentation in support of such representation. See the section titled “Regulation D Rule 506(c) Investor Verification Stands” in this Private Placement Memorandum for additional information.

Other Requirements

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

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

On the Token Integration Event, the TIX 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.

Prior Offerings

Seed Sale (October 2023): The Company conducted a Seed Sale, raising \$520,000. The Company sold 52,000,000 TIX Tokens at \$0.001 per token. This resulted in a total of \$520,000 raised. The tokens are subject to a 3-month lock up period following the Token Integration Event.

Private Sale (March-April, 2024): The Company carried out a series of Private Rounds, raising \$84,900. The Company sold 3,396,000 TIX Tokens at \$0.025 per token. These tokens are subject to a 3-month lock up period following the Token Integration Event.

NOTICE TO PURCHASERS

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

Procedures for Subscribing

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

Closing Requirements

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

Notice Concerning the Securities Act

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

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

Representations and Warranties of Purchasers

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

- (1) It understands and acknowledges that (i) the TIX Tokens, has not been and will not be registered under the Securities Act or any other applicable securities law, unless required by applicable law, (ii) the TIX 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 TIX 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 TIX 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. Purchaser must acknowledge that it is an "accredited investor" (as defined in Regulation D) acquiring the TPA, and it is aware that the TPA and the TIX Tokens, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.

- (3) It acknowledges that the execution of a TPA is also the purchase of TIX Tokens, if, as, and when they are issued.
- (4) 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 TIX 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 TIX Tokenholders thereof or (B) notifies TIX Tokenholders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.
- (5) 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 TIX Tokens. It has had access to such financial and other information concerning the Company and the TIX 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.
- (6) It is the TIX 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 TIX 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).
- (7) Each holder of the TIX 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 TIX Tokens, when issued.
- (8) 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 “**TIX 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 TIX TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE “REGULATION D LEGEND”): THE HOLDER OF ANY TIX TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TIX TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE TIX TOKENS (THE “**RESALE RESTRICTION TERMINATION DATE**”), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

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

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

- (9) It agrees that it will not transfer TIX Tokens unless it is given reasonable assurance that each person to whom it transfers TIX Tokens receives notice of any restrictions on transfer of such TIX Tokens.
- (10) 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 TIX 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.
- (11) It acknowledges that the Company or its transfer agent, for the TIX Tokens will not be required to accept for registration of transfer any TIX 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.
- (12) 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 TIX Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the TIX Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the TIX Tokens will be subject to the transfer restrictions set forth under this “Notice to Purchasers.”
- (13) 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.
- (14) It acknowledges that the Company will rely upon the truth and accuracy of the acknowledgements, representations, warranties, and agreements set forth in this “Notice to Purchasers” section and agrees that, if any acknowledgements, representations, warranties, and agreements deemed to have been made by its participation in the Offering are no longer accurate, it will promptly notify the Company. If it is acquiring the TIX 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.
- (15) Either (i) the Purchaser is not acquiring or holding such TIX 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 TIX 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, TIX Tokens exceed the amount the Purchase pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the TIX Tokens.

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the management, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by management, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such management, 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 management. At present, there is no pending litigation or proceeding involving our management 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 TIX TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS PRIVATE PLACEMENT MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT CHANGES TO THE INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. WE WILL NOT OBTAIN ANY RULING FROM THE INTERNAL REVENUE SERVICE WITH REGARD TO THE TAX CONSEQUENCES OF THE RECEIPT OF OR A PURCHASE OF TIX TOKENS.

THE TAX TREATMENT OF TIX 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 TIX 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 TIX TOKENS.

REGULATION D RULE 506(C) INVESTOR VERIFICATION STANDARDS

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

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

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

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

ADDENDUM A
COMPANY UNAUDITED FINANCIALS

Timeworx UAB
Annual Report
For the year ended 31 December 202

Financial Summary of the Token Ecosystem

Timeworx UAB is developing a blockchain-based Data Labeling Layer, utilizing the TIX utility token to facilitate transactions and incentivize contributors within its ecosystem. The company's financial activities related to this token ecosystem encompass SAFT funding, platform development, marketing initiatives, and future revenue generation.

Expenses Related to Token Ecosystem Development

The company has incurred significant expenses in developing the token ecosystem, detailed as follows:

- Software Development Costs: Total expenditures amounted to EUR 253,049 by year-end.
 - In 2024: EUR 69,426
 - In 2023: EUR 28,283
 - During the incubator phase: EUR 155,340
 - These costs encompass protocol development, smart contract creation, blockchain integration, and security measures.
- Marketing and Community Engagement: In 2024, the company incurred EUR 82,580 in marketing expenses, including:
 - Advertising and brand positioning: EUR 63,658
 - Services aimed at building network effects within the ecosystem: EUR 24,456

Future Revenue Generation

While the company did not generate revenue in 2024, it has secured a EUR 30,000 contract for 2025, marking the initial step toward monetizing its blockchain infrastructure. Revenue is expected to be derived from transaction fees ranging between 20% to 25% on data labeling activities conducted on the platform. As the ecosystem matures, additional revenue streams may emerge from token-based transactions, partnerships, and developer contributions.

Financial Position

The company has structured its financial position to support long-term sustainability:

- Cash and Cash Equivalents: Increased from EUR 6,151 in 2023 to EUR 108,165 in 2024.
- Pending Commitments: An additional EUR 93,674 in pending commitments linked to token-related transactions.
- Administrative Expenses: Managed to ensure operational efficiency, including:
 - Business development: EUR 10,808
 - General costs: EUR 4,606
 - Financial/accounting services: EUR 2,759

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Directors Report
For the year ended 31 December 2024

Tokenomics

The total token supply is 500,000,000 tokens. These tokens have been allocated across various functions to support ecosystem growth, incentivize community participation, and provide capital for development. The following breakdown provides a detailed allocation of tokens:

Category	Token Allocation	Percentage of Total Supply
Staking Rewards	75,000,000	15%
Public Sale	10,000,000	2%
Private Sale	25,000,000	5%
Seed	50,000,000	10%
Airdrops	75,000,000	15%
Community Projects	15,000,000	3%
Liquidity Reserve	50,000,000	10%
Bootstrapping	50,000,000	10%
Team	45,000,000	9%
Marketing	40,000,000	8%
Advisors	15,000,000	3%
Company Reserve	50,000,000	10%
Total	500,000,000	100%

Details:

1. Staking Rewards (15%): Tokens set aside to incentivize holders who participate in network staking, supporting long-term network security and engagement.
2. Public Sale (2%) & Private Sale (5%): Tokens distributed to raise capital during different sale phases, allowing broader participation while ensuring strategic investment.
3. Seed (10%): Allocated to early-stage investors and partners who contribute to the initial development and ecosystem support.
4. Airdrops (15%): Distributed to community members to promote user engagement and reward loyalty.
5. Community Projects (3%): Reserved for initiatives that drive community-driven innovation and development.
6. Liquidity Reserve (10%): Held to ensure adequate liquidity for token trading, supporting market stability.
7. Bootstrapping (10%): Allocated for initial operational and developmental expenses to bootstrap the platform's growth.
8. Team (9%): Reserved for founders and employees, aligning team incentives with long-term project success.
9. Marketing (8%): Used for promotional activities, partnerships, and campaigns to increase brand awareness and user acquisition.
10. Advisors (3%): Allocated to advisors who provide strategic guidance and support to the project.
11. Company Reserve (10%): Held as a contingency and strategic reserve for future corporate needs or unforeseen developments.

This structured allocation ensures that the token distribution aligns with the project's long-term objectives, balancing ecosystem incentives, capital formation, and operational

Timeworx UAB
Directors Report
For the year ended 31 December 2024

requirements. The allocation percentages reflect our commitment to transparency and sustainable growth in the ecosystem.

Past Funding

In connection with the development and launch of our tokenized platform, the Company has entered into Simple Agreements for Future Tokens (SAFTs) to raise capital. Under the terms of these SAFTs, investors have provided funds in exchange for the right to receive tokens upon the occurrence of a Token Generation Event (TGE). The conversion of these agreements into tokens will be based on predetermined valuation caps and allocation percentages. The key details are summarised below:

Investment Stage	Total Allocation	Total Funds Raised	Valuation Cap
Pre-seed	10.40%	\$520,000	\$5,000,000
Seed	0.68%	\$84,900	\$12,500,000

Future Funding

The Company has structured several future funding rounds under different regulatory frameworks (Reg S and Reg D) as well as a Public Sale event. These rounds are designed to balance token distribution, incentivize long-term commitment, and provide the necessary capital for platform development. Certain rounds are executed in multiple tranches. The details of each funding tranche are summarized below:

Funding Round	Token Allocation (%)	Lock-Up Terms	Funds	Valuation Cap
RegS Private	0.80%	Locked for 6 months; 100% released 6 months after TGE		
RegS Public	2.00%	Locked for 6 months; 100% released 6 months after TGE	\$500,000	\$15,000,000
RegD Private	0.20%	Locked for 1 year; 100% released 1 year after TGE		
RegD Public	0.50%	Locked for 1 year; 100% released 1 year after TGE		
Public Sale (Tranche 2)	2.00%	Full unlock at TGE	\$400,000	\$20,000,000

Risk Management

The company remains focused on mitigating risks associated with regulatory compliance, token market volatility, and technology infrastructure development to ensure a sustainable and scalable blockchain ecosystem.

Alexandru Gherghina
Director
Timeworx UAB

Digitally signed by
Alexandru Gherghina-Pestrea
Date: 2025.02.12 16:55:11
+02'00'

Timeworx UAB
Financial Statements
For the year ended 31 December 2024
Prepared in Accordance with IFRS

Timeworx UAB
Statement of Management Responsibility
For the year ended 31 December 2024

The management of Timeworx UAB is responsible for the preparation of the financial statements for the year ended 31 December 2024 in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union (EU) and applicable laws of Lithuania.

We confirm that:

1. The financial statements provide a true and fair view of the Company's financial position as at 31 December 2024, and its financial performance and cash flows for the year then ended.
2. The financial statements have been prepared in compliance with IFRS.
3. We have implemented and maintained internal controls to ensure the accuracy and reliability of the financial statements.
4. The Company operates on a going concern basis, and there are no material uncertainties that cast doubt on its ability to continue as a going concern.
5. To the best of our knowledge, there are no undisclosed material liabilities or legal matters that could affect the financial results.

These financial statements were approved by the Director of the Company on 12 February 2024 and signed on behalf of the Company:

Alexandru Gherghina
CEO
Timeworx UAB
Date: 12 Feb 2025

Digitally signed by
Alexandru Gherghina-Pestrea
Date: 2025.02.12 16:55:49
+02'00'

Timeworx UAB
Statement of Financial Position
As at 31 December 2024

	Notes	31-Dec-24 EURO	31-Dec-23 EURO
Non-Current Assets			
Software Development	5	253,049	183,623
		<u>253,049</u>	<u>183,623</u>
Current Assets			
Receivables	6	84,507	-
Cash & Cash Equivalents	7	102,631	6,151
		<u>187,138</u>	<u>6,151</u>
Total Assets		<u>440,187</u>	<u>189,774</u>
Equity			
Share Capital	8	1,000	1,000
Loss Carried Forward		(149,214)	(28,004)
		<u>(148,214)</u>	<u>(27,004)</u>
Current Liabilities			
Deferred Income	9	587,281	205,340
Other payables	10	1,120	11,438
		<u>588,401</u>	<u>216,778</u>
Total Equity and Liabilities		<u>440,187</u>	<u>189,774</u>

Timeworx UAB
Statement of Comprehensive Income
For the year ended 31 December 2024

	Notes	2024 EURO	2023 EURO
Revenue		-	-
Marketing Expenses		(88,114)	
Administration Cost		(29,701)	(28,004)
Operation Loss	11	(117,815)	(28,004)
Financial Income / Expense	12	(3,395)	-
Loss Before Tax		(121,210)	(28,004)
Corporation Tax	13	-	
Loss After Tax		(121,210)	(28,004)
Other Comprehensive Income		-	-
Total Comprehensive Loss		(121,210)	(28,004)

Timeworx UAB
Statement of Changes in Equity
For the year ended 31 December 2024

	Share Capital	Loss Carried Forward	Other Comprehe nsive Income	Total
As at 26 September 2023	-	-	-	-
Loss for the period ended 31 December 2023	-	(28,004)	-	(28,004)
Transactions with owners				
Share Capital (note 8)	1,000	-	-	1,000
As at 31 December 2023	1,000	(28,004)	-	(27,004)
Loss for the year ended 31 December 2024	-	(121,210)	-	(121,210)
As at 31 December 2024	1,000	(149,214)	-	(148,214)

Timeworx UAB
Statement of Cash Flow
For the year ended 31 December 2024

	31-Dec-24	31-Dec-23
	EURO	EURO
Loss Before Tax	(121,210)	(28,004)
Operating Cash Flow before changes in working capital		
Increase in receivables	(4,506)	-
Increase in payables	(10,319)	11,438
Changes in working capital	(14,825)	11,438
Operating Cash Flow	(136,035)	(16,566)
Investing Cash Flow		
Loan issued	(80,000)	
Software Development	(69,426)	(183,623)
Total Investing Cash Flow	(149,426)	(183,623)
Financing Cash Flow		
Issue of share capital	-	1,000
Obligations issued	381,941	205,340
Total Financing Cash Flow	381,941	206,340
Total Cash Flow for the Year	96,480	6,151
Opening Cash and Cash Equivalents	6,151	-
Closing Cash and Cash Equivalents	102,631	6,151

1. General Information

Timeworx UAB (the "Company") was incorporated in Lithuania on 26 September 2023 as a subsidiary of Timeworx SRL (Romania). The principal activity of the Company is the issuance of the utility token TIX and acting as a marketing unit for the Group. The Group is engaged in developing a blockchain-based Data Labelling Layer, utilizing crowdsourcing agents and rewarding them with TIX tokens.

The financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS) as adopted by the European Union (EU) and are presented in Euros (EUR), which is the Company's functional and presentation currency.

2. Basis of Preparation

These financial statements have been prepared on a historical cost basis, except for financial instruments that are measured at fair value as required under IFRS. The Company applies the going concern assumption in preparing these financial statements.

As at 31 December 2024, the Company has not yet generated revenue, with income expected to be recognised in the subsequent period (2025) from a contract amounting to EUR 30,000.

3. Summary of Significant Accounting Policies

3.1 Intangible Assets – Software Development Costs

The Company incurs software development costs related to the creation of its blockchain-based Data Labelling Layer platform. Development costs are recognized as an intangible asset under IAS 38 *Intangible Assets* if they meet the following criteria:

- The project is technically feasible and intended for use;
- The Company has the ability to complete the development and use or sell the asset;
- Future economic benefits are probable;
- The costs are reliably measurable.

Costs that do not meet these criteria are expensed as incurred. Capitalized development costs are amortized on a straight-line basis over their estimated useful life, once the platform is ready for use.

3.2 Financial Instruments

The Company recognizes financial instruments in accordance with IFRS 9 – Financial Instruments, classifying them as financial assets or financial liabilities.

3.2.1 Receivables from a Loan Issued to Timeworx SRL

The Company issued a loan to its parent company, Timeworx SRL (Romania). This loan is classified as a financial asset measured at amortized cost. Interest income, if applicable, is recognized using the effective interest rate (EIR) method.

3.2.2 Payables to Employees

Employee payables represent obligations for salaries and benefits incurred but not yet paid as of 31 December 2024. These liabilities are recognized at amortized cost.

3.2.4 Cash and cash equivalents

Cash and cash equivalents are classified and measured in accordance with IFRS 9 – Financial Instruments. The Company’s cash and cash equivalents include:

- Cash balances held in traditional bank accounts and on-hand cash.
- Crypto assets held in the Company’s wallets, measured at fair value with changes recognized in profit or loss.
- Future disbursements pending from the SAFT agreement, which represent amounts contractually committed by investors but not yet received. These are disclosed but not recognized as an asset until the funds are received.

3.3 Revenue Recognition

The Company did not generate revenue in 2024, with revenue recognized in 2025 from a contract valued at EUR 30,000. Revenue will be recognized in accordance with IFRS 15 – Revenue from Contracts with Customers, based on the satisfaction of performance obligations.

3.3.1 Revenue Model

The Company operates as a blockchain infrastructure provider for data labeling services, where it enables users to access a distributed network for data labeling tasks. The revenue is primarily generated through a transactional fee model, where the Company takes a percentage of the total value of labeling transactions executed on its blockchain infrastructure.

- The Company earns a commission fee ranging between 20% to 25% of each completed labeling transaction on the platform.
- Users transact directly on the blockchain network, and fees are deducted automatically at the time of transaction execution.
- Revenue is recognized when the service is provided, meaning when users successfully execute labeling transactions on the blockchain and the Company’s performance obligations are met.

3.3.2 Contracted Revenue in 2025

In 2025, the Company secured a EUR 30,000 contract for blockchain access and infrastructure usage. This revenue will be recognized based on the progress of transaction execution and fulfillment of contractual obligations in accordance with IFRS 15.

3.3.3 Deferred income

The Company has issued Simple Agreements for Future Tokens (SAFTs) under which investors provide funds in exchange for a right to receive utility tokens in the future. Because these tokens are intended for use on the Company’s platform (i.e., to access future services or utilities), and do not represent a contractual obligation to deliver cash or another financial

Timeworx UAB
Notes to the Financial Statements
For the year ended 31 December 2024

asset, management has concluded that the SAFT does not meet the definition of a financial instrument under IFRS 9.

Instead, the Company recognizes the proceeds received under SAFTs as deferred income (a contract liability) in accordance with IFRS 15 (Revenue from Contracts with Customers). The rationale is that the SAFT represents a prepayment by the counterparty for future goods or services (the utility tokens and the related platform functionality).

- **Initial Recognition:**
Upon receipt of funds from a SAFT, the Company records a contract liability (deferred income) in the statement of financial position.
- **Subsequent Measurement:**
The deferred income remains recognized until the Company satisfies its performance obligations, which primarily include the issuance (or “delivery”) of the tokens and making the platform available for their intended utility.

3.4 Token Issuance and TIX Accounting

The TIX utility token is an integral part of the Group’s ecosystem. The accounting treatment of token issuance follows IFRS principles:

- **Issued Tokens:** Tokens distributed as part of SAFT agreements are accounted for as a deferred income.
- **Tokens for Crowdsourcing Agents:** If issued in exchange for services, the expense is recognized in profit or loss.
- **Token Reserves:** Tokens retained for future use are not recognized as assets unless they meet the criteria under IFRS.

3.5 Subsequent Events

Subsequent events that provide additional evidence of conditions existing at the balance sheet date are adjusted in the financial statements. Non-adjusting events, such as the revenue contract signed in 2025, are disclosed but not reflected in 2024 financial results.

4 Going Concern

The financial statements have been prepared on a going concern basis, considering the Company’s strategic role in the Timeworx Group and expected future revenues. The Company incurred no revenue in 2024, but has secured a EUR 30,000 contract in 2025. Management believes that the Company will have adequate resources to continue operations, supported by Group financing and the issuance of TIX tokens.

5 Intangible Assets

	Software Development Euro	Total Euro
As at 26 September 2023	-	-
Transfer from incubator	155,340	155,340
Additions (note 14)	28,283	28,283
As at 31 December 2023	183,623	183,623
Additions (note 14)	69,426	69,426
As at 31 December 2024	253,049	253,049

The amount of Euro 155,340 relates to the development cost performed during the incubation phase of the project and the SAFT issued for the incubator (note 9).

6 Receivables

	31-Dec-24 Euro	31-Dec-23 Euro
Advances paid	4,507	-
Loans to related parties (note 14)	80,000	-
	84,507	-

7 Cash and cash equivalents

	31-Dec-24 Euro	31-Dec-23 Euro
Cash at bank	8,957	6,151
Commitments	93,674	-
	102,631	6,151

Commitments represent the amounts available from investors in SAFT (note 9). The amounts are classified as cash and cash equivalents as are available upon request by the Company.

8 Share Capital

The Company was incorporated on 23 September 2023 with an initial share capital issued in accordance with Lithuanian corporate law. As at 31 December 2024, the entire issued share capital is fully subscribed and 100% owned by Timeworx SRL (Romania), the Company's parent entity.

Details	Amount
Date of Incorporation	26 September 2023
Issued Share Capital	EUR 1,000
Ownership	100% owned by Timeworx SRL (Romania)

The share capital has been fully paid, and there are no outstanding capital contributions as of the reporting date.

9 Deferred Income

	31-Dec-24	31-Dec-23
	Euro	Euro
Simple Agreement for Future Tokens	587,281	205,340
	587,281	205,340

The Simple Agreement for Future Tokens (SAFT) represents a financing mechanism through which the Company has secured initial funding from private investors and seed capital contributors.

- The SAFT was structured as a private sale, allowing selected investors to participate in the early-stage funding of the Company's blockchain infrastructure.
- The agreement entitles investors to receive TIX utility tokens in the future, once the platform is operational and the token distribution occurs.
- The SAFT funding is used for platform development, ecosystem expansion, and operational expenses to support the Company's blockchain-based data labeling layer.
- The SAFT does not give any governance rights to the investors and it solely provides access to the TIX token.

The SAFT issued as of 31 December 2024 represents 11.08% of the token allocation which was issued for an amount of US\$604,900 (equivalent of Euro 587,281).

From the total SAFT, the amount of Euro 155,340 has been issued to the incubator in relation to the software development costs incurred during the incubation phase (note 6).

Timeworx UAB
Notes to the Financial Statements
For the year ended 31 December 2024

10 Other Payables

	31-Dec-24	31-Dec-23
	Euro	Euro
Due to suppliers	145	774
Salaries due	559	1,432
Obligations to salary due	214	977
Accrued holidays	201	201
Accrued expenses	-	8,054
	1,119	11,438

11 Operating Loss

	2024	2023
	Euro	Euro
Marketing Expenses		
Cost of services provided	24,456	
Service and product advertising costs	63,658	
	88,114	-
Administrative Expenses		
Rent of premises	1,160	-
Salaries and related costs	10,368	2,610
Other general and administrative costs	4,606	25,394
Financial and accounting service	2,759	-
Business Development	10,808	-
	29,701	28,004

12 Finance Expenses

	31-Dec-24	31-Dec-23
	Euro	Euro
Income from foreign exchange	2,188	-
Interest income	1,141	-
	3,329	-
Bank Charges	(3,111)	-

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Notes to the Financial Statements
For the year ended 31 December 2024

Foreign Exchange Loss	(3,613)	-
	(6,724)	-
	(3,395)	-

13 Tax

The Company is subject to corporate income tax (CIT) in Lithuania, where the standard corporate tax rate is 15%. The Lithuanian tax system allows companies to carry forward tax losses indefinitely, subject to certain limitations on the amount that can be utilised each year.

Deferred Tax and Tax Loss Carryforward

As at 31 December 2024, the Company has accumulated tax losses carried forward, which can be used to offset future taxable profits.

Tax Basis	Amount (EUR)
Tax loss carryforward (Statutory basis)	138,943

- The statutory tax loss of EUR 138,943 represents the tax loss per Lithuanian tax filings, subject to local tax rules for utilization in future periods.
- A deferred tax asset may be recognized in future periods if it becomes probable that sufficient taxable profit will be available to utilize the carried-forward losses.

The Company assesses the recoverability of tax assets annually in accordance with IAS 12 – Income Taxes, considering expected future taxable profits and the business development trajectory.

14 Related Parties

14.1 Loan to related party

As at 31 December 2024, the Company has provided a loan to its parent entity, Timeworx SRL (Romania). The loan was extended as part of the Group's financial and tax planning strategy to optimize the funding of the platform's development.

Borrower	Timeworx SRL (Romania)
Loan Purpose	Funding software development costs
Loan Amount (EUR)	80,000
Repayment Terms	Within 12 months as soon as the Lithuania entity will become VAT payer

Reason for the Loan Structure

Timeworx SRL, the Romanian parent company, is a VAT payer in Romania. Instead of grossing up the development costs with non-recoverable VAT, the Group decided to structure the funding as a loan from Timeworx UAB to Timeworx SRL. This allows the Group to:

- Structure tax efficiency, avoiding VAT on software development costs that would otherwise be non-recoverable.

Timeworx UAB
Notes to the Financial Statements
For the year ended 31 December 2024

- Directly finance the platform development while keeping cost structures efficient.
- Ensure flexibility in intra-group financial management.

The loan is classified as a financial asset at amortised cost under IFRS 9 – Financial Instruments. It is assessed for expected credit losses (ECLs) based on the Group’s financial position and repayment capacity.

14.2 Related Parties Transactions

The Company operates under a transfer pricing arrangement, ensuring that costs incurred on behalf of related entities are re-invoiced with a mark-up. The following transactions were undertaken with Timeworx SRL (Romania):

Description	2024 (EUR)	2023 (EUR)
Assets transferred from incubator phase (note 5)	-	155,340
Cost incurred with the development of the platform (Note 5)	69,426	28,283
Expenses Re-invoiced		
- Cost of services provided	24,456	-
- Service and product advertising costs	11,965	-
Total Expenses Re-invoiced	36,421	-
Administrative Expenses		
- Other general and administrative costs	4,606	25,394
- Business development	10,808	-

The assets transferred from the incubator phase have been done in exchange with the issue of SAFT for an amount of EURO 155,340 (note 9).

Transfer Pricing Policy

The Company applies a cost-plus pricing method, ensuring that expenses incurred on behalf of the Group are recharged to related entities with a mark-up of 7.5% to reflect an arm’s length transaction under OECD transfer pricing principles.

15 Risk Management

Timeworx UAB is exposed to various financial risks through its financial instruments, including cash and cash equivalents, Simple Agreements for Future Tokens (SAFTs), and accounts payable. The company's risk management framework aims to mitigate potential adverse effects on financial performance and aligns with the disclosure requirements of IFRS 7 – Financial Instruments: Disclosures.

15.1. Credit Risk

Definition: The risk that a counterparty will default on its contractual obligations, leading to financial loss.

Exposure: Primarily associated with cash and cash equivalents held at financial institutions.

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Notes to the Financial Statements
For the year ended 31 December 2024

Management: The company manages this risk by maintaining relationships with reputable financial institutions with high credit ratings and regularly monitoring their creditworthiness.

15.2. Liquidity Risk

Definition: The risk that the company will encounter difficulty in meeting obligations associated with financial liabilities as they fall due.

Exposure: Arises from obligations under SAFT agreements and accounts payable.

Management: Timeworx UAB maintains sufficient cash reserves and monitors both forecasted and actual cash flows to ensure adequate liquidity. As of December 31, 2024, the company held cash and cash equivalents totaling EUR 108,165, deemed sufficient to meet short-term obligations.

15.3. Market Risk

Definition: The risk that the fair value or future cash flows of a financial instrument will fluctuate due to changes in market prices, including foreign exchange rates and interest rates.

Exposure: The company is exposed to foreign exchange risk, as certain transactions may be denominated in currencies other than the Euro.

Management: Timeworx UAB monitors its foreign currency exposures and may employ hedging strategies to mitigate the impact of exchange rate fluctuations. Currently, the company does not have significant foreign currency exposures that warrant hedging.

15.4. Compliance Risk

Definition: The risk of legal or regulatory sanctions, financial loss, or reputational damage arising from non-compliance with laws, regulations, or internal policies.

Exposure: Given the evolving regulatory landscape for blockchain technologies and token-based transactions, there is potential for compliance challenges.

Management: The company continuously monitors relevant regulations and engages with legal experts to ensure operations and token offerings comply with applicable laws and regulations.

15.5. Technology Risk

Definition: The risk of failures in information technology systems, cybersecurity breaches, or other technological issues that could disrupt operations.

Exposure: The company's operations rely heavily on secure and efficient blockchain infrastructure.

Management: Timeworx UAB invests in advanced security measures, conducts regular audits, and performs testing to proactively identify and address vulnerabilities.

15.6. Market Volatility Risk

Definition: The risk that significant fluctuations in market conditions could adversely affect the company's financial position or performance.

Exposure: The value of utility tokens like TIX can be subject to significant market fluctuations, which may impact the company's financial position and the token's attractiveness to users.

Management: The company implements prudent financial management practices to maintain liquidity and financial stability, and develops a robust tokenomics model designed to promote stability and incentivize long-term engagement within the ecosystem.

15.7. Fair Value Measurement

The company classifies its financial instruments measured at fair value into a three-level hierarchy based on the inputs used in valuation techniques:

- Level 1: Quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3: Unobservable inputs for the asset or liability.

As of December 31, 2024, the company's financial liabilities measured at fair value through profit or loss, specifically the SAFT agreements, are classified as Level 3 instruments due to the use of unobservable inputs in their valuation.

The company has established internal controls and procedures to ensure that the valuation techniques and inputs used are appropriate and consistently applied. Regular reviews are conducted to assess the reliability of the valuations.

16 Commitments

The Company has allocated a portion of the total token supply to key strategic groups to align their interests with the long-term success of the project. The allocations for the Council of Advisors and the Team are as follows:

Council of Advisors

- Total Allocation: 3% of the total token supply
 - o Chairman of the Board 0.75%
 - o Council Member: 0.375%
 - o Council Member: 0.375%
 - o Remaining Allocation: 1.5% to be distributed among additional or future council members as deemed necessary

Team

- Total Allocation: 9% of the total token supply
 - o Directors & Core Team: 4.5%
 - o Team Growth: 4.5% (allocated for future hires and additional team incentivisation)

Purpose & Vesting:

These token allocations are intended to reward and incentivise the strategic guidance provided by the Council of Advisors and the ongoing contributions of the core team and future hires. The distribution of tokens is subject to vesting schedules and performance conditions as outlined in the relevant agreements to ensure long-term commitment and alignment with the project's objectives.

17 Subsequent Events

In January 2025, the Company secured a new customer contract valued at EUR 30,000 for the use of its blockchain-based data labeling infrastructure. This revenue will be recognized in 2025 in accordance with IFRS 15 – Revenue from Contracts with Customers, as the performance obligations will be satisfied in the subsequent period.

This is classified as a non-adjusting subsequent event, as the contract was signed after the balance sheet date and does not impact the financial position as at 31 December 2024. However, it is disclosed to provide transparency on the Company's expected revenue growth.

Management continues to monitor subsequent developments that may impact the Company's operations and financial position.

ADDENDUM B
FORM OF TOKEN PURCHASE AGREEMENTS

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

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

NEITHER STRIPE, INC. (“**STRIPE**”), THE CREDIT CARD PROCESSOR, NOR ZERO HASH LLC (“**ZERHASH**”), THE CRYPTO CURRENCY PROCESSOR, HAS INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. NEITHER STRIPE, ZEROHASH, NOR ANY OF THEIR RESPECTIVE AFFILIATES, MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. BOTH STRIPE’S AND ZEROHASH’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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

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

TIMEWORX UAB TOKEN PURCHASE AGREEMENT

<i>Purchaser:</i>	[INSERT NAME]
<i>Agreement Date:</i>	[INSERT DATE OF AGREEMENT]
<i>Purchaser's Network Address for Delivery of TIX Tokens:</i>	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
<i>Purchase Amount:</i>	[INSERT TOTAL PURCHASE AMOUNT]
<i>Price Per TIX Token:</i>	Price: US\$0.025/TIX Token Maximum Supply: 1,000,000 TIX Tokens Price: US\$0.03/TIX Token Maximum Supply: 833,333 TIX Tokens
<i>Purchased TIX Tokens:</i>	[INSERT TOTAL NUMBER OF TIX TOKENS BEING PURCHASED]
<i>Form of Payment:</i>	The Purchase Amount can be paid in US dollars (via credit card) or USD Coin (USDC). 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. Purchases in USDC through ZeroHash will incur a total fee of at least 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by 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. See Section 2.6 for refunds that pertain to ZeroHash.
<i>Restricted Period and Delivery Schedule:</i>	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 TIX Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144. After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“KYC/AML”) or Know-Your-Business (“KYB”) screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), TIX Tokens will be delivered to a wallet address designated by each Purchaser in the TPA after the expiration of the twelve (12) month period following completion of this Offering. Injective and MultiversX wallets are the only wallets currently compatible with and able to receive the TIX Tokens.

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 Timeworx UAB signature hereto, Lvivo g. 25-104, Vilnius. Vienybės g. 102, LT-70152 Vilkaviškis (the “**Company**” or “**Timeworx**”), hereby issues to the Purchaser, a number of TIX Tokens (as defined below) equal to the Number of TIX 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 TIX 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 TIX Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the TIX 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 TIX 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 7.7 “GOVERNING LAW,” SECTION 7.8 “BINDING ARBITRATION,” AND SECTION 7.9 “DISPUTE PROCESS FOR CONSUMERS” FOR DETAILS.

2. OFFER AND SALE. Purchaser hereby agrees to purchase that Number of TIX 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 TIX Tokens Purchased set forth above to two (2) decimal places.

2.1. **Payment.** Purchaser covenants and agrees to pay the Total Purchase Price to the Company on or about the Effective Date, and in any case no later than two business days after the Effective Date. Purchaser acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this TPA and the TIX 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.

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

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

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

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

Purchaser acknowledges and agrees that, in the event the Company determines that Purchaser does not meet the Company's requirements for purchasers hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, this TPA and the TIX 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.

2.3. **Form of Payment.** The Company agrees to accept payment for the Total Purchase Price via U.S. dollars (credit card) 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. Purchases in USDC through ZeroHash will incur a total fee of at least 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by the Company. Any payment for TIX 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.

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

2.5. **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.

2.6 **Refunds and Surplus Payments for Payments Made Through ZeroHash.** Investors should be aware that ODB's refund and surplus payment policies with respect to payments made through Zero Hash may limit or eliminate refunds depending on the amount overpaid and associated transaction costs:

- Given associating servicing costs, refunds will only be issued for overpayments in dollar amounts greater than or equal to \$25 (an "***Eligible Refund***").
- Transaction costs ("***Gas Fees***") associated with Eligible Refunds will be deducted from the applicable Eligible Refund, with any remainder transmitted to the Investor.
- Refunds will be made in USDC on the Avalanche network and credited to the investor's Republic Wallet, regardless of the original payment currency or wallet.
- Refunds will not be issued if the investor does not create a Republic Wallet to receive funds.
- Overpayments below the eligible refund amount will be transmitted to the applicable Issuer, and treated as a gift for tax purposes. ODB will not profit from such gifts.

Examples:

- Overpayment Below \$25: For an overpayment of \$24.99, The overpayment balance of \$24.99 will be gifted to the Issuer, with no refund.
- Overpayment Equal to or Above \$25: For an overpayment of \$27, with \$3 in Gas Fees, \$24 will be refunded to the investor's Republic Wallet. Refunds are currently processed manually, which may result in processing delays to be handled on a best-efforts basis to resolve in an expedient manner. Investors should carefully review payment instructions to avoid errors leading to unrecoverable amounts. Investors should also ensure they establish a Republic Wallet to avoid forfeiting any refunds.

3. **TOKEN DELIVERY**

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

subsequently be released from transfer restrictions in accordance with the Restricted Period set forth above.

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

- 3.2.1. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this TPA and the delivery of the TIX Tokens as are reasonably requested by the Company, including documentation to verify Purchaser's status as an "***Accredited Investor***" (as defined in Rule 501(a) of Regulation D under the Securities Act);
- 3.2.2. The Purchaser will provide to the Company, in writing, an compatible wallet address ("***Wallet***") to which the Purchaser's TIX Tokens will be delivered. Injective and MultiverseX are the only wallets compatible with TIX Tokens wallets;
- 3.2.3. The Purchaser will complete and deliver all AML and KYC Forms (as defined below) requested by the Company from time to time, including after the Effective Date; and
- 3.2.4. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the restrictions in this Section 3 and/or as shall be requested to comply with then applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

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

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

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

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

3.6. **Absolute Ownership.** The owner of the wallet in which any TIX 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 TIX 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 TIX Tokens’ absolute owner.

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

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

4. **DEFINITIONS**

4.1. ***“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.

4.2. ***“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. ***“Network”*** means the TIX Network and its associated website and services.

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 Timework platform and its associated website and services.

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

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

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

5. PURCHASER REPRESENTATIONS

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

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

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

5.4. **Compliance with Securities, Commodities, & Other Laws.** The Purchaser understands that the Tokens have not been, and will not be, registered under the Securities Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and other applicable state securities laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser’s representations as expressed herein. The Purchaser understands that the Tokens may be deemed “restricted securities” under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Tokens indefinitely unless they are

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

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

5.6. **Accredited Investor.** Purchaser states that he or she is an "Accredited Investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser has been advised that this instrument and the underlying interests 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 interests to be acquired by the Purchaser hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser hereby confirms that it has taken reasonable steps to verify that such Purchaser is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

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

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

THIS INTEREST (i.e., TPA) AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE “**TIX 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 INTEREST, 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 INTEREST, 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 INTEREST 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 TIX TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE “**REGULATION D LEGEND**”): THE HOLDER OF ANY TIX TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TIX TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE TIX TOKENS (THE “**RESALE RESTRICTION TERMINATION DATE**”), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

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

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

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

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

5.11. **OFAC.** Neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant

lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (a) has conducted thorough due diligence with respect to all its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds, and any due diligence.

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

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

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

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

5.13. **Additional Information.** The Purchaser will provide to the Company any information that the Company from time to time determines to be necessary or appropriate (a) to comply with Anti-Money Laundering Laws, anti-terrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and (b) to respond to requests for

information concerning the identity and or source of funds of the Purchaser from any Governmental Authority, self-regulatory organization, or financial institution in connection with its anti-money laundering compliance procedures, or to update that information. The Purchaser understands and acknowledges that the Company may be required to report any action or failure to comply with information requests and to disclose the identity to Governmental Authorities, self-regulatory organizations, and financial institutions, in certain circumstances without notifying the Purchaser that the information has been so provided. The Purchaser further understands and agrees that any failure on their part to comply with this Section 5.12 would allow the Company to terminate this TPA and require the forfeiture of any Tokens previously delivered to the Purchaser.

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

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

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

5.17. **Additional Warranties.**

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

- (d) Purchaser has obtained sufficient information about the potential future utility of TIX Tokens to make an informed decision to participate in the Token Sale pursuant to these Terms;
- (e) Purchaser understands that TIX 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 TIX 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;
- (f) 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;
- (g) if you are making a contribution for the acquisition of TIX 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;
- (h) if you are making a contribution for the purchase of TIX 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);
- (i) You are making a contribution for the purchase of TIX Tokens to potentially use and interact with the Company Platform at a future point in time. You are not making a contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

6. DISCLAIMERS.

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

6.2. **Smart Contract.** The Company will exercise reasonable endeavors to have its smart contract technology audited reviewed 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 review or audit conducted may raise the level of security and accuracy of the smart contract technology, you acknowledge, understand and accept that any such reviews or audits do not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the smart contract technology and/or TIX 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 contributions and/or TIX Tokens.

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

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

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

7. MISCELLANEOUS.

7.1. **Entire Agreement.** This TPA sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings, and agreements, whether oral or written, between them. This TPA is one of a series of similar agreements entered into by the Company from time to time. Any provision of this TPA may be amended, waived, or modified only upon the written consent of the Company and (a) the Purchaser, or (b) the holders of a majority, in the aggregate, of the Total Purchase Price paid to the Company with respect to all TPAs outstanding at the time of such amendment, waiver or modification; and any amendment, waiver or modification made in accordance with clause (b) shall be binding upon all Purchasers.

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

7.3. **Refunds.** If there is no Token Integration Event on or before June 30, 2025 (the “***Deadline Date***”), the Company shall repay Purchasers an amount equal to the Purchase Amount set forth in their applicable TPA (the “***Returned Purchase Amount***”), as soon as reasonably practicable after the Deadline Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the Deadline Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the TPA Purchasers based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount.

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

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

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

7.7. **Governing Law.** This TPA and any action related thereto will be governed by the laws of the Republic of Lithuania, without regard to its conflicts of law rules.

7.8. **Binding arbitration (if you are not a Consumer).** Except if you are a Consumer, any dispute, controversy, or claim arising out of, or in relation to, these Terms—including regarding the validity, invalidity, breach, or termination thereof—shall be resolved by arbitration in accordance with the Arbitration Rules of the Vilnius Court of Commercial Arbitration (“***VCCA***”) in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be three. The seat of arbitration shall be M.Valančius g. 1A-7, 03155 Vilnius, Lithuania. The arbitral proceedings shall be conducted in English.

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

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 TIX Tokens; and/or e) any other documents or data from which you can be identified (together, your “***Personal Data***”). By accepting these Terms, you understand that your Personal Data can be disclosed to third parties to any extent required for the purposes of compliance with applicable law. We will process your Personal Data in accordance with By accepting these Terms, you acknowledge that the Company may disclose your Personal Data to third parties to any extent required by applicable law. The Company will process your Personal Data in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the Law on Legal Protection of Personal Data of the Republic of Lithuania (together, “***Data Protection Regulations***”). 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 TIX Tokens and the processing of transactions related to the Token Sale pursuant to these Terms;
- (b) providing you with information about us and our range of services;
- (c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- (d) management of enquiries and complaints;
- (e) opening, maintaining or operating a bank account in the Company’s name;
- (f) resolving any Disputes with you;
- (g) producing summary information for statistical, regulatory and audit purposes; and/or
- (h) any other reasonable purposes in accordance with applicable law.

Under the Data Protection Regulations, you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

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

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

[signature page follows]

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

TIMEWORX UAB

By: Alexandru Gherghina, Director

Title: Chief Executive Director, Managing Director

Email: alex@timeworx.io

PURCHASER:

By:

Name:

Title:

Email:

Date:

Wallet Receipt Address:

[Signature Page to Token Purchase Agreement]

Exhibit A
Jurisdictional Restrictions

The following list of jurisdictions are “Disqualified Jurisdictions”:

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

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

ADDENDUM C
PAYMENT PROCEDURES

PURCHASE PROCEDURES

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

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

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

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

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

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

Why do I need to complete my account verification?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

You'll be redirected back to Republic where you'll be able to select that bank account as your payment method.

After inputting your purchase amount, selecting your bank account as the payment method, and read and accept the terms of the purchase, you can confirm your purchase.

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