

THE TOKENS 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. THE OILXCOINS 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. 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.

DEXENTRA GmbH

Private Placement Memorandum

Purchase of OILXCOINS

Regulation D Offering of up to 30,000,000 OILXCOINS

MAY 8, 2025

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by DEXENTRA GmbH (“**we**”, “**our**”, “**us**”, or the “**Company**”) for use only by “**Accredited Investors**” (“**you**”, “**your**”, or the “**Purchaser(s)**”) to whom we are offering, pursuant to Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder and other exemptions of similar import in the laws of the states and other jurisdictions where the offering will be made (the “**Offering**”), for one or more OilXCoins (“**OilXCoins**”) as described in this Memorandum.

The foregoing right to acquire OilXCoins will be embodied in, and documented by, a Token Purchase Agreement with respect to the OilXCoins (as may be amended, restated and/or otherwise modified from time to time, a “**TPA**”) to be entered into between the Company and the qualified purchasers purchasing such OilXCoins in the Offering. The form of our TPA is attached and incorporated into this Memorandum in Exhibit A. There can be no assurance our objectives may be achieved. Please see the risk factors below and the TPA.

The Company is the sole issuer of the OilXCoins being offered and sold pursuant to this Memorandum. No public market for the OilXCoins currently exists or may ever develop, or, if a public market in OilXCoins develops, it may do so without the involvement of the Company.

The OilXCoins purchased are subject to restrictions on transferability and resale, and generally may not be transferred or resold except as specified herein and in the applicable TPA. For purposes of this Memorandum, Purchasers of OilXCoins should be aware that they will be required to bear the financial risks of this purchase for an indefinite period of time.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at <https://republic.com/OXC> (the “**Offering Platform**”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made in US dollars (via credit card), USD Coin (USDC), and USD Tether (USDT) (both ERC 20 only) during the Offering Period (as defined in the TPA); 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 institutions: Zero Hash LLC (“**ZeroHash**”) with respect to cryptocurrency payment services and Stripe, Inc. (“**Stripe**”), 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 and USDT or other forms of payment shall be determined solely by the Company or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuation in the

rate of exchange and, in the case of digital assets, exchange valuations. Such fluctuations may have an adverse effect on the value, price or returns of a purchase.

As a Token Purchaser, you will be required to execute a TPA (as amended, restated and/or otherwise modified from time to time), which is attached to and incorporated into this Memorandum in order to purchase tokens. Each prospective Purchaser should review this Memorandum and the TPA for complete information concerning the rights, privileges and obligations of Token Purchasers. If any of the terms, conditions or other provisions of the TPA or such other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, this Memorandum shall prevail. We reserve the right to modify the terms of the Offering and the tokens described in this Memorandum without notice, and the tokens are offered subject to the Company's ability to reject any commitment in whole or in part for any or no reason.

Any tokens purchased hereunder and will not be registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), or any United States state securities laws or the laws of any non-U.S. jurisdiction. The tokens will be offered and sold in the United States only under the exemption provided by Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made. We will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Consequently, Purchasers will not be afforded the protections of the Investment Company Act.

A purchase of OilXCoins involves a high degree of risk, volatility, and illiquidity. A prospective purchaser should thoroughly review the information contained herein and the terms of the TPA, and carefully consider whether a purchase of the OilXCoins is suitable to the Purchaser's financial situation and goals. Purchasers should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. **ONLY PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR PRESENT LIQUIDITY WITH RESPECT TO THIS PURCHASE SHOULD CONSIDER PURCHASING THE OILXCOINS BECAUSE: (I) A PURCHASE OF THE OILXCOINS INVOLVES A NUMBER OF SIGNIFICANT RISKS AS SET FORTH IN THE OFFERING MATERIALS AND (II) NO MARKET FOR THE OILXCOINS CURRENTLY EXISTS AND SUCH MARKET MAY NEVER EXIST.**

No person has been authorized to make any statement concerning the Company or the sale of the OilXCoins discussed herein other than as set forth in this Memorandum, and any such statements, if made, must not be relied upon. Purchasers should make their own investigations and evaluations of the OilXCoins that will be delivered pursuant thereto, including the merits and risks involved in an investment therein. Prior to any subscription, the Company will give Purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of the Offering and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the OilXCoins upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition. This Memorandum does not constitute legal, tax, or financial advice from the Company and/or any of its Affiliates, counsel, advisors, or consultants. You should retain your own advisors to advise you in such matters prior to subscribing.

This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the U.S. Securities and Exchange Commission nor any other U.S. federal, state or non-U.S. regulatory authority has approved a purchase of the OilXCoins. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Memorandum, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is a criminal offense.

The Offering will be conducted by the officers, directors, and personnel of the Company (see "Executive Management Team"). Additionally, the Company has engaged OPENDEAL BROKER, LLC, OPENDEAL BROKER, ("ODB") member FINRA/SIPC, act as the broker/dealer of record in order to assist with the facilitation of the OilXCoin Offering, including but not limited to, KYC/AML reviews and overseeing the whitelisting and onboarding of investors in connection with the sale of Offered Instruments by the Company on the OPENDEAL BROKER, LLC, OPENDEAL BROKERS platform ("Platform"). For these services, OPENDEAL BROKER, LLC, OPENDEAL BROKER, ("ODB") a fee as described in more detail below.

The minimum subscription amount may be waived in our sole discretion. The Offering may be extended, withdrawn, or closed at any time in our sole discretion without notice.

The Offering may be closed or modified or amended or expanded at any time without notice for any or no reason.

OILXCOIN HOLDING PERIOD

OilXCoins are being offered in this Offering pursuant to Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder. As a general rule, the OilXCoins offered in this Offering shall be deemed restricted in accordance with the U.S. Securities Act for at least twelve (12) months unless availed of an exemption. Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same, or holding periods allowed to non- U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, for one or more OilXCoins as described in this Memorandum. Please consult with your own securities counsel as to such matters.

A purchase of the OilXCoins 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 information in this Memorandum and the TPA, and carefully consider whether a purchase of the OilXCoins is suitable to such prospective purchaser's financial condition and goals.

This Offering is being conducted on the platform found at <https://republic.com> (the “**Republic Platform**”), that is operated for the benefit of OpenDeal Broker LLC (“**ODB**”). ODB is a registered FINRA/SEC broker dealer. ODB is not purchasing the OilXCoins and is not required to sell any specific number or dollar amount of OilXCoins 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 and our investors which may result in the loss of the entire investment of investors

ODB HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. ODB AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. ODB'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELFDETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE “RISKS” SECTIONS OF THIS DOCUMENT. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

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 OILXCOINS 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 OILXCOINS OFFERED HEREIN. BOTH STRIPE'S AND ZERHASH'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

NASAA UNIFORM DISCLOSURE

IN MAKING AN INVESTMENT DECISION PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF COLORADO

THIS INFORMATION IS DISTRIBUTED PURSUANT TO AN EXEMPTION FOR SMALL OFFERINGS UNDER THE RULES OF THE COLORADO SECURITIES DIVISION. THE SECURITIES DIVISION HAS NEITHER REVIEWED NOR APPROVED ITS FORM OR CONTENT. THE SECURITIES DESCRIBED MAY ONLY BE PURCHASED BY “ACCREDITED INVESTORS” AS DEFINED BY RULE 501 OF SEC REGULATION D AND THE RULES OF THE COLORADO SECURITIES DIVISION.

NOTICE TO RESIDENTS OF CONNECTICUT

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO RESIDENTS OF FLORIDA

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT. EACH OFFEREE WHO IS A FLORIDA RESIDENT SHOULD BE AWARE THAT SECTION 517.061(11)(A)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, ANY SALE IN FLORIDA MADE PURSUANT TO SECTION 517.061(11) IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE COMPANY OR AN AGENT OF THE COMPANY OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061 OF THE FLORIDA ACT IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE.

NOTICE TO RESIDENTS OF GEORGIA

THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10- 5-9 OF THE “GEORGIA SECURITIES ACT OF 1973,” AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO RESIDENTS OF NEW HAMPSHIRE

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE NEW HAMPSHIRE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER NEW HAMPSHIRE RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS

MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO RESIDENTS OF MARYLAND

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

NOTICE TO RESIDENTS OF NEW MEXICO

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO RESIDENTS OF NEW YORK

THIS IS NOT A FIRM OFFER IN THE STATE OF NEW YORK. NO FIRM OFFER MAY BE MADE IN NEW YORK, AND NO PURCHASE PAYMENT, DEPOSIT, OR PURCHASE COMMITMENT MAY BE RECEIVED UNLESS AN EXEMPTION IS GRANTED FROM THE FILING OF AN OFFERING STATEMENT OR PROSPECTUS UNDER NEW YORK LAW. THIS PRELIMINARY OFFERING LITERATURE IS SUBJECT TO REVISION AND AMENDMENT.

NOTICE TO RESIDENTS OF NORTH DAKOTA

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO RESIDENTS OF OREGON

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. YOU WILL NOT BE ABLE TO TRANSFER OR RESELL THESE SECURITIES EXCEPT PURSUANT TO REGISTRATION UNDER THE FEDERAL SECURITIES ACT OF 1933 OR AN EXEMPTION FROM REGISTRATION IF AVAILABLE. CONSEQUENTLY, YOU MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF PENNSYLVANIA

ACCORDING TO SECTION 207(M)(2) OF THE PENNSYLVANIA SECURITIES ACT OF 1972: "IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES AND HAVE RECEIVED A WRITTEN NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(M)(2) OF

THE PENNSYLVANIA SECURITIES ACT OF 1972, YOU MAY ELECT, WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE COMPANY OF YOUR BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER YOU MAKE THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED, TO WITHDRAW YOU ACCEPTANCE AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL OF ACCEPTANCE WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A WRITTEN NOTICE (INCLUDING A NOTICE BY FACSIMILE OR ELECTRONIC MAIL) TO THE COMPANY (OR PLACEMENT AGENT IF ONE IS LISTED ON THE FRONT PAGE OF THE OFFERING MEMORANDUM) INDICATING YOUR INTENTION TO WITHDRAW.

NOTICE TO RESIDENTS OF SOUTH CAROLINA

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSIONER OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF TENNESSEE

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO RESIDENTS OF VERMONT

(I) INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. (II) IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. (III) THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF VIRGINIA

THE SECURITIES REPRESENTED BY THIS DOCUMENT HAVE BEEN ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION OR QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND SHALL NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OF QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

FOR ALL NON-U.S. INVESTORS

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE SECURITIES, OR POSSESSION, OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE SECURITIES, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF OR HERSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES. YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS (\$) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS (\$), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH ANY FUND PORTFOLIO ASSET OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

Suitability Disclosures

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

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

We may also request any documentation or other information regarding a Purchaser and its beneficial owners, if applicable, in connection with the disqualification provisions under Rule 506(d) of Regulation D under the U.S. Securities Act, which may prohibit us from relying on the Rule 506 offering exemption with respect to such Purchaser if it or one or more of an Purchaser's significant equity holders has had a disqualifying event as described in Rule 506(d).

THE BELOW SUITABILITY STANDARDS REPRESENT MINIMUM REQUIREMENTS, AND NEITHER THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE PURCHASER NOR THE ACCEPTANCE BY THE COMPANY OF A PROSPECTIVE PURCHASER'S PURCHASE NECESSARILY MEANS THAT THE SECURITIES ARE A SUITABLE INVESTMENT FOR THE PURCHASER. THE FINAL DETERMINATION AS TO THE SUITABILITY OF AN INVESTMENT IN THE COMPANY CAN BE MADE ONLY BY A PROSPECTIVE PURCHASER AND HIS OR HER ADVISORS, IF ANY.

We are offering the OilXCoins only to persons who are "accredited investors" as defined in Rule 501(a) of Regulation D of the OilXCoins and Exchange Act of 1933, as amended. As so defined, "accredited investors" include any person who meets any one of the following categories (the "Investor Verification Standards"):

1. Any director, executive officer, or general partner of the Company of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that Company.
2. Any individual whose net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of purchase exceeds \$1 million. In calculating a person's net worth (the amount of assets in excess of liabilities):
 - a. the value of the person's primary residence is not included as an asset;
 - b. the amount of debt secured by the primary residence, up to its estimated fair market value, is not included as a liability, unless the person incurred debt within 60 days before buying securities in the unregistered offering for the purpose of buying those securities and not for buying the residence. In that situation, the amount of debt borrowed during that 60-day period must be included as a liability;
 - c. any debt secured by the primary residence in excess of the estimated fair market value of the home is included as a liability; and
 - d. these additions and subtractions to the definition of net worth do not apply to a person exercising a right to buy securities if the person held that right to buy those securities, as well as other securities of the same Company, on July 20, 2010, and met the net worth test in effect at the time the person acquired the right.
3. Any individual who had an income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent 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.
4. Any bank; any savings and loan association, whether acting in its individual or fiduciary capacity; any registered broker or dealer; any registered investment adviser; any investment adviser relying on registration exemptions under Section 203(l) or (m) under the Investment Company Act of 1940; any insurance company; 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 US Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; 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, with total assets in excess of \$5 million; or any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 where investment decisions are made by a plan fiduciary that is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
5. Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
6. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5 million.
7. Any trust, with total assets in excess of \$5 million, 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 U.S. Securities Act.
8. Any entity in which all of the equity owners are accredited investors.
9. Any entity of a type not listed above, owning investments in excess of \$5 million, that is not formed for the specific purpose of acquiring the securities offered.
10. Any individual holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status. On the date of this Memorandum, the SEC designated the following certifications, when held in good standing, as qualifying natural persons for accredited investor status:

- a. Licensed General Securities Representative (Series 7);
- b. Licensed Investment Adviser Representative (Series 65); or
- c. Licensed Private Securities Offerings Representative (Series 82).

11. Any individual who is a “knowledgeable employee,” as defined in Rule 3c-5(a)(4) under the Investment Company Act, of the Company of the securities being offered where the Company is a private fund (excluded from the definition of investment company in Section 3(c)(1) or 3(c)(7)).

PATRIOT ACT/AML/OFAC Disclosures

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

a) The Purchaser represents that (i) no part of the funds used by the Purchaser to acquire the OilXCoins or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Purchaser and no distribution to the Purchaser shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the OilXCoin, and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.¹ The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “OFAC Programs”) prohibit dealing with individuals¹ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

b) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective purchaser if such prospective purchaser cannot make the representation set forth in this paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to “freeze the account” of the Purchaser, either by prohibiting additional purchases from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Purchaser’s identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any broker or any of the Company’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

c) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4)

¹ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure², or any immediate family³ member or close associate⁴ (4) of a senior foreign political figure.

d) If the Purchaser is affiliated with a non-U.S. banking institution (a “*Foreign Bank*”), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that:

- (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities;
- (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

e) The Purchaser acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the “*FATCA Provisions*”). In furtherance of these efforts, the Purchaser agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Purchaser and such other reasonably necessary or advisable action by the Company with respect to the OilXCoins (including, without limitation, required withdrawal), and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

² A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

³ “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁴ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

TERMS OF THE OFFERING

The summary below describes the principal terms of the OilXCoins 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>Price Per OilXCoin:</i>	\$1.00 / OilXCoin
<i>OilXCoins:</i>	<p>OilXCoins are a subordinated, unsecured debt security of the Company represented by digital tokens pursuant to which the Holders of OilXCoins have a contingent claim against the Company relating to the value of assets linked to oil / natural gas, which is expected to provide investors an exposure on the value chain of those assets. The OilXCoins will be represented by tokens and issued in the form of ledger-based securities pursuant to Article 973d of the Swiss Code of Obligations.</p> <p>OilXCoins constitute direct, unconditional, subordinated and unsecured obligations of the Company. The OilXCoins shall at all times rank <i>pari passu</i> and without any preference among themselves. The payment obligations of the Company with respect to the OilXCoins shall at all times rank at least equally with all the Company’s other present and future unsecured obligations of the same seniority, except for such preferences as are provided by any mandatorily application provision of law.</p> <p>For a more detailed description of the OilXCoins, see “Key Information on the OilXCoins” beginning on page 25 of this Memorandum.</p>
<i>Listing:</i>	OilXCoins are currently not listed anywhere and no public market exists for the OilXCoins. The Company is exploring the possibility of procuring that the OilXCoins be listed or admitted to trading on a regulated market, although there is no guarantee that any listing or admission to trading will materialize.
<i>Form of Payment and Means of Purchase:</i>	<p>The Purchase Amount can be paid in US dollars (via credit card, wire, ACH), USD Coin (USDC), or USD Tether (USDT) on the Ethereum Network only (ERC-20). 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 or USDT 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.</p> <p>Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-</p>

	<p>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 fees and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the tokens to the Purchaser.</p> <p>If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on the Ethereum Blockchain, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded. See page 36 for refunds that pertain to ZeroHash.</p>
<p><i>Examples of Fees Incurred During Purchase of OilXCoins:</i></p>	<p>Below are examples of how fees may impact the total purchase price paid by Purchaser for OilXCoins:</p> <p>Example 1: Purchaser wants to purchase 1,000 OilXCoins at \$1.00 per OilXCoins using a credit card. The purchase price will be \$1000. 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 \$30 for this transaction because 3.0% is greater, meaning the Purchaser will pay \$1,030 total for the 1,000 OilXCoins. Note that this total is independent of any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.</p> <p>Example 2: Purchaser wants to purchase 25,000 OilXCoins at \$1.00 per OilXCoins using a credit card. The purchase price will be \$25,000. Individual 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 \$25,750 total for the 25,000 OilXCoins. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency, or (2) any fee that the Purchaser’s financial institution may impose on the method of payment, e.g., a credit card fee.</p> <p>Example 3: Purchaser wants to purchase 25,000 OilXCoins at \$1.00 per OilXCoins using cryptocurrency. The purchase price will be \$25,000. Purchaser will <u>not</u> incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.</p>
<p><i>Restricted Period and Delivery Schedule:</i></p>	<p>Prior to the expiration of the one-year period following the TPA purchase (the “Restricted Period”), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or OilXCoins, unless, where applicable, in compliance with securities laws, including Securities Act Rule 144.</p>

	OilXCoins will be delivered to a Ethereum Blockchain-compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.
<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>	In this Offering, we are offering up to \$30,000,000 million of tokens (30 million OilXCoins), subject to increase dependent on demand.
<i>Period of Offering:</i>	May 8, 2025, at 9:00 am Eastern Daylight Time (“ EDT ”) through May 12, 2025, at 12:00 am Pacific Daylight Time (“ PST ”) (the “ Offering Period ”). The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
<i>Subscription Amounts:</i>	The minimum subscription amount is \$300 (300 OilXCoins) and the maximum subscription amount is \$1 million (1,000,000 OilXCoins). Such amounts may be modified by the Company in its sole discretion.
<i>Delivery of OilXCoins:</i>	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, OilXCoins will be delivered to a compatible wallet address designated by each Purchaser in the TPA.
<i>Documentation:</i>	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 ”).
<i>Governing Law:</i>	The TPAs and the underlying OilXCoins will be governed by the law of Switzerland.
<i>Use of Proceeds:</i>	See “Use of Proceeds”.
<i>Republic Service Providers:</i>	The cash fee paid to ODB from the proceeds of this Offering and the Concurrent Offering will be the greater of \$12,000 or four percent (4.0%) of the dollar value of the OilXCoins issued to Investors. The Company will also pay ODB a token commission equivalent to 1.5% of the dollar value of OilXCoins sold in this Offering. Thus, a purchase of \$1,000 in this Offering would result in approximately \$945 to the Company, \$40 in cash commission to ODB, and \$15 in securities commission to ODB. In addition to the cash and securities commissions, the Company has previously paid a \$35,000 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.

<p><i>Termination of the OilXCoins:</i></p>	<p>The OilXCoins will terminate, alternatively (each, a “Termination”):</p> <ul style="list-style-type: none"> • at the option of the Company; • upon a vote of the Holders; or • upon an Event of Default. <p>Below is a summary of the Termination conditions and consequences of a Termination. For a more detailed description, please see Sections 5.1, 5.2, 5.3 and 5.4 of Annex I.</p> <p><i>Termination at the option of the Company</i></p> <p>The Company shall have the right, but not the obligation, to terminate the OilXCoins on the fifteenth anniversary of the date of this Memorandum, with 30 days advance notice and then periodically every fifteen years' anniversary of the date of this Memorandum with 30 days advance notice.</p> <p><i>Termination upon a Holders vote</i></p> <p>The OilXCoins shall terminate six months after the end date of a poll where an affirmative vote of more than 90% of the Relevant Holders has approved such Termination (a “Termination Poll”). “Relevant Holders” shall mean all Holders who are not the Company, or its current directors, employees, or shareholders.</p> <p>The Company shall have the right, but not the obligation, to hold a Termination Poll at any moment.</p> <p>The Company shall be required to hold a Termination Poll upon a request from a Holder (or a group of Holders acting in concert) holding more than 5% of the outstanding supply of OilXCoin, by way of a registered letter notified to the Company. Hereof Swiss law, which request shall contain suitable evidence that such Holder(s) hold more than 5% of the outstanding supply of OilXCoin. The Company shall hold a Termination Poll within 6 months following the receipt of such request.</p> <p>The Company shall enact voting procedures, wherein the Company may (i) enact measures ensuring that only Holders take part to poll; (ii) set the duration of the poll; (iii) require that the vote takes place electronically.</p> <p><i>Termination upon a default</i></p> <p>The OilXCoin Terms shall automatically terminate upon the occurrence of any one of the following events with respect to the Company:</p> <p style="padding-left: 40px;">The Company is (or is deemed by law or by a court to be) insolvent or bankrupt or unable to pay its debts, or stops or suspends payments of its debts generally, proposes an arrangement or composition with or for the benefit of the relevant creditors in respect of its debts, or a moratorium is agreed or declared in respect of or affecting all or substantially all of the debts of the Company;</p> <p style="padding-left: 40px;">An administration is appointed, an order is made or an effective resolution passed for the winding-up or dissolution of the Company and such order is not discharged or cancelled within 90 days, or the Company ceases to</p>
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	<p>carry on all or substantially all of its business or operations, except in connection with, and followed by, a merger, consolidation or other form of combination with another company or in connection with a reconstruction and such other or new company assumes all obligations contracted by the Company in connection with the OilXCoins.</p> <p>For the avoidance of doubt, a change of control with respect to the Company shall not result in a termination of these OilXCoins.</p>
<p><i>Effect of Termination:</i></p>	<p>Upon the occurrence of a Termination, the Company will be required to pay an amount to the Holders (the “Contingent Claim”), which amount will be, at the Company’s option, either:</p> <p>(A) The net proceeds from the actual disposal of the Relevant Assets, whereby if the Company chooses this option, within six months following the Termination, the Company shall, and shall procure that its subsidiaries:</p> <ul style="list-style-type: none"> • Use its and their best efforts to dispose of the Relevant Assets (or cause the Relevant Assets to be disposed of) in one or a series of transactions, by way of a public auction, private sale or other method of disposition, any such transaction to be organized as the Company deems fit (the proceeds of such disposal transactions, the “Relevant Assets Proceeds”), it being understood that, for the purposes of disposing of the Relevant Assets, the Company shall be permitted to enter into transactions with its related parties; • Shall pay, settle or discharge any and all (x) taxes due by the Company and any entity within the Company’s group (the “DeXentra Group”), including any taxes due as a result of the disposal of Relevant Assets and/or distribution of the Relevant Net Proceeds to the Holders (such as any transaction tax or withholding tax); and (y) liabilities to any creditors (including secured and unsecured creditors other than the Holders, employees, directors and officers) of the Company and of other entities within the DeXentra Group which hold Relevant Assets or provide services to such entities within the DeXentra Group (the aggregate of which is referred to as the “DeXentra Liabilities”); • Pay an amount equal to the Relevant Assets Proceeds minus the DeXentra Liabilities (the “Relevant Net Proceeds”) to the Holders, but only once all or a significant portion of the Relevant Assets have been disposed of, and all DeXentra Liabilities have been paid, settled or discharged. <p>(B) An amount corresponding to the valuation of the Relevant Net Proceeds, whereby the Company shall, within six months following the Termination:</p> <ul style="list-style-type: none"> • Commission a reputable and independent expert (or several such experts) to estimate the amount of the Relevant Assets Proceeds, the DeXentra Liabilities, and the Relevant Net Proceeds, • Pay to the Holders the amount at which the expert values the Relevant Net Proceeds, or, if the expert provides a range of possible valuations, the lowest amount of the range (the “Relevant Proceeds Valuation”). <p>“Relevant Assets” shall mean those of the Company’s (and the Company’s</p>

	<p>subsidiaries') assets which are, have been, or will be used to conduct the Company's oil and gas business, including, but not limited to:</p> <ul style="list-style-type: none"> • Inventories of crude oil and gas; • Property, plant and equipment related to the Company's oil and gas business; • Leases, exploration rights, drilling rights, licenses, or any other similar rights over, or with respect to, oil-in-place or gas-in-place reserves; • Property rights over real estate associated with oil-in-place or gas-in-place reserves; and • Receivables associated with the Company's oil and gas business. <p>For the avoidance of doubt, the Relevant Assets shall not include, without limitation, the Company's (and the Company's subsidiaries):</p> <p>Cash, cryptocurrencies, securities, and financial instruments;</p> <ul style="list-style-type: none"> • Property, plant and equipment not related to the Company's oil and gas business • Receivables not associated with the Company's oil and gas business; • Goodwill and intangibles; • Patents, trademarks, copywritten material, and/or other intellectual property, provided, however, that if the Company acquires or holds any such asset with a view to circumvent its obligations under this Condition 3, then such asset shall be deemed a Relevant Asset, and provided further that any cash or cryptocurrency shall be considered a Relevant Asset if it was received as a consideration for the disposal of a Relevant Asset that took place within the 12 months prior to a Termination. <p>The foregoing notwithstanding, the Company shall no longer be required to make any payment to the Holders if a reputable and independent expert, appointed by the Company, assesses that it is materially more likely than not that the Relevant Net Proceeds will be equal to zero or are negative.</p>
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TOKEN ALLOCATION

This Offering of OilXCoin will be deemed to be fully subscribed once the aggregate purchase amount (of TPAS) meet the Offering Size (see “Terms of Offering”).

Distribution of OilXCoin

The 100,000,000 OilXCoin consisting of the initial minted supply of OilXCoin, will be distributed as follows:

Category	Amount of tokens in million/Percentage of tokens possible	Vesting
Tokens offered in this Offering	30 (30%)	None, but OilXCoins sold in the Offering are deemed to be restricted securities subject to the transfer restrictions described herein.
Concurrent public offering to non-US persons	30 (30%)	None, except for tokens sold during the first twenty days of the offering to non-US persons, which vest at a rate of 10% per month starting July 1 2025
NFT Holders	20 (20%)	Claimable tokens have the following vesting periods based on the tier of the NFT: Diamond: 12 months Platinum: 3 months Gold: 2 months Silver: 1 month
Founders	8.2 (8.2%)	10% after 3 months 90% after 24 months
Early Supporters	1.58 (1.58%)	12 months
Future Employees	3.92 (3.92%)	12 months
Service Providers	3.51 (3.51%)	None
Recommendation Programs	2.79 (2.79%)	Minimum 3 months
Total Token Supply	100 (100%)	

A total number of 30 million OilXCoins, equal to 30% of the initial network supply of the 100 million OilXCoins, 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 OilXCoins. OilXCoins in this distribution category are subject to no vesting or lock up schedule but they are subject to the transfer restrictions set forth herein. OilXCoins will be delivered to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the completion of this Offering.

BUSINESS OVERVIEW

OilXCoin operates under a distinctive business model strategy that offers sustainable value by integrating the robust traditional petroleum industry with the cutting-edge potential of blockchain technology. This model is intended to deliver continuous economic stability and growth, with limited exposure to external market conditions, thereby providing multiple layers of financial security through tokens linked to tangible real world assets and diversified revenue streams.

The company secures access to natural gas and crude oil reserves through competitive contractual agreements, such as pledge agreements and joint ventures. Known as "Gas-in-Place" (GIP) and "Oil-in-Place" (OIP), these resources are strategically extracted and sold over an extended duration—typically between 10 to 20 years. DeXentra intends to perform investments in advanced technologies such as Nitrogen (N₂) and Carbon Dioxide (CO₂) injection and additional extraction infrastructure increase production volumes while minimizing environmental impact. Sales are intended to prioritize local refineries to optimize the regional CO₂ footprint, and the majority of generated funds are reinvested into expanding operational capacity.

As of November 2024, the Company (or a subsidiary) has entered into escrow agreements related to the acquisition of working interests in leases relating to an estimated 275,716 barrels of audited OIP (due to the current build out of these leases this amounts to a total P90 volume of 59,832 barrels); the acquisition of the working interests is subject to the payment of the purchase price by the Company (or the subsidiary). An additional 2.47 million barrels in total P90 volume are subject to an Memorandum of Understanding, with the acquisition of the oil field's working interests being subject to certain capital contributions by a subsidiary of the Company. DeXentra will periodically publish updated numbers on its website.

DeXentra's investments and operations are further funded through the sale of NFTs, tokens, and the collection of transaction fees via the Ethereum blockchain using the OilXCoin smart contract. A transaction fee of 0.75% is applied to each operation (subject to certain exemptions set out in the OilXCoin's Terms and Conditions), with a minimum of 70% of the proceeds being allocated to DeXentra. DeXentra may also perform treasury operations on OilXCoins on exchanges, which may also ensure the liquidity of the OilXCoins and be an additional source of funding for the company.

This business model not only enhances financial confidence for investors by allowing the business to generate value from multiple sources but it also creates synergies that bolster overall business resilience and growth potential. OilXCoins thus provides a stable, innovative investment opportunity in both the traditional energy and digital asset markets, ensuring long-term value generation and robust investment security.

BUSINESS OBJECTIVES

Strategic objectives:

Core to DeXentra's OilXCoin strategy is that the token serves as the principal conduit for economic returns generated by the company's assets and operations. Unlike traditional equity investments, Holders of OilXCoins will have claims against the Company relating to the Company's assets. The proceeds from ongoing operations will be channeled into supporting the value and functionality of OilXCoin.

In this context, it is the primary strategic goal to continually and sustainably increase the value of the Token through the continued acquisition and management of oil and gas leases as well as the regulatory, technical and market-fit product development of the OilXCoins as a crypto security.

The value proposition of the OilXCoins is based on three components:

GIP and OIP reserves which provide a very robust line of defense against potential falling token prices and, through the continual reinvestment strategy in both more production infrastructure and further reserves, a continually increasing base value line.

The sale of oil and gas extracted from GIP and OIP reserves to service providers further down their supply chains, as well as DeXentra's potential involvement in these supply chains by the possible provision of other products and services in addition to extraction and commodities sales.

Dynamic treasury and reserve management enabled by native transaction fees, which will provide a stream of OilXCoins that the Company will be able to sell to raise capital and finance the acquisition of oil-and-gas-related assets and investments.

The combination of these three components defines a key differentiating factor towards other existing financial instruments, such as stock in oil & gas companies (who do not have the crypto aspect of the native transaction fee and access to the crypto investment community) through to stable coins pegged to commodities (which do not encompass the value chain component).

In this context, OilXCoin is strategically positioned to appeal to the crypto investment community, in particular those who are looking for alternatives to many of the current offerings, as OilXCoin is a token with real-world asset (RWA) backing.

Simultaneously, with its oil & gas asset foundation, OilXCoin also speaks to more traditional investors who are looking for an entry point into crypto, whilst maintaining the confidence building aspect of a regulated security.

The building of trust and creditability, fostering of engagement, driving adoption and advocacy and expansion are the step-by-step aspects that OilXCoin is pursuing to promote the success of the OilXCoin.

This security is in two concurrent offerings. This offering offers OilXCoins to U.S. persons that are accredited investors pursuant to Rule 506(c) under Regulation D of the Securities Act of 1933. The OilXCoins are also offered in a concurrent public offering to non-U.S. persons throughout the EEA and Switzerland. Initially, the following main target markets are intended: Austria, Belgium, Cyprus, Czech Republic, Denmark, France, Germany, Hungary, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain and Sweden. Further notifications within the EEA may be submitted at a later date. In parallel and subsequently, DeXentra will consider whether to strategically pursue approvals in jurisdictions with a high number of crypto investors and/or a significant portion of the population having a neutral to positive disposition towards the oil & gas industry.

Due to the dynamically evolving global regulatory landscape, DeXentra will actively realign this rollout strategy based on significant developments in this space.

From an asset perspective, OilXCoin has a strategy to focus solely on the commodities of oil & gas and their respective upstream value chains. Here the intent is to expand the Company's oil & gas portfolio by judiciously acquiring underdeveloped, primarily conventional, oil and gas leases which can be more thoroughly developed and optimized over time. Underdeveloped assets include those with infill drilling opportunities in already delineated pay horizons, fields with bypassed pay behind pipe and reservoirs in which EOR (defined below) technologies can create significant upside potential. This low risk, proactive approach is central to OilXCoin's focus on enhancing oil recovery across a diverse range of geographical locations. Simultaneously, by focusing on using existing wells.

The respective leases for these reservoirs should sit in the strategic corset defined by the fact that conventional production methods are to be pursued (e.g. as opposed to unconventional methods such as fracking) and that the leases

are located in jurisdictions with a conducive environment for oil & gas activities, a robust legal system and, where possible, locally based refineries and downstream buyers to reduce the CO2 footprint.

Oil and Gas:

DeXentra adopts a strategic and systematic approach to identify and secure leases in both various jurisdictions and geological formations, aiming to diversify and strengthen the Company's portfolio.

The contemplated activities of the Company may include:

- Developing a strategic roadmap to guide lease acquisition in line with corporate goals.
- Comprehensive evaluating of potential leases, examining factors such as historical production data, existing infrastructure, bypassed pay potential, Enhanced Oil Recovery (EOR) applicability and long-term output potential, ensuring alignment with the strategic roadmap.
- In the framework of a due diligence, pre-acquisition, assessing of leases as to their value and upside potential by reviewing available field data.
- Analysis and evaluating of historical production data of the leases to assess their past performance and future potential. This analysis assists in identifying assets with a proven track record and those that offer promising opportunities for enhancement.
- Assessing of recoverable oil and gas volumes in order to focus on the suitability to implement state-of-the-art EOR techniques, such as CO2/N2 injections, to maximize oil recovery and extend the productive life of the wells.
- Ensuring of clear and unencumbered titles to the leases thorough legal scrutiny to confirm clear titles, mitigating legal and operational risks associated with lease ownership.
- Negotiating rights to specific leases through various contractual agreements, such as escrow agreements, purchase and sale agreements and joint ventures, at highly competitive prices.
- In cases where Joint Venture Agreements are pursued, seeking of partners who share a commitment to innovative production methods and environmental stewardship. These partnerships are structured to ensure mutual benefits, with a focus on leveraging each party's strengths to enhance production efficiency and sustainability.
- Emphasizing on vetting and working with highly skilled operators to ensure that all operational aspects, from drilling to production, are executed with expertise and efficiency.
- Ensuring that the selected leases and the planned EOR methods comply with all relevant environmental regulations and industry standards. This includes obtaining necessary permits and approvals for the implementation of EOR techniques.
- Conducting rigorous quality management and monitoring and reserve audits by independent third parties to maintain high standards of operation, efficiency and performance of the implemented technologies.
- Where possible, selling of the extracted natural gas and crude oil to local refineries, prioritizing regional consumption to reduce the carbon footprint associated with transportation. This localized supply chain approach aligns with OilXCoin's commitment to environmental stewardship and sustainable practices.
- Periodic evaluating of the economics of each asset to make informed divestiture decisions. If underperforming assets can be turned around, it may be more valuable to the company to divest at high multiples and purchase new underdeveloped assets at lower multiples.

OilXCoins held by DeXentra may also serve as collateral for scenarios where DeXentra intends to directly secure oil and gas leases through funds provided from select third party investors as opposed to revenues derived from the execution of the business model. Said select investors would participate in a model whereby they benefit from the OilXCoin's value appreciation or are entitled to a fixed interest rate or a combination of both components. This model is to be implemented restrictively and focuses on direct investments exceeding USD 1 million.

In due course, DeXentra will explore opportunities to acquire leases in further countries which have a similar positive disposition, robust legal system and commercial environment to facilitate the diversification of the portfolio. Leases and projects within the United States will, due to the above-described situation, continue to hold an overweighted position in the DeXentra portfolio in the coming years.

DeXentra will also deploy cutting-edge EOR technologies, radial drilling and nano-surfactants to increase recovery factors from existing wells. Wells reaching the end of their productive life in their currently completed pay horizons will be assessed for bypass pay potential. This evaluation focuses on the possibility of recompleting existing wells to access oil and gas in zones that have not yet been exploited and thus reduces costs associated with new exploration. This phenomenon often exists as hydrocarbon-bearing zones were not tapped during the initial drilling operations, often because they were either unnoticed or deemed non-commercial at that time and through the use of advanced proprietary technologies like improved seismic imaging, drilling techniques, and enhanced recovery methods, to which DeXentra has access, can make previously bypassed pay zones viable targets.

These technologies are expected to not only provide a competitive advantage in asset development and create opportunities to do so whilst optimizing the environmental impact, it will also allow more rapid evaluation of potential acquisitions.

Digital Assets:

The OilXCoins represents the vehicle through which investors can directly participate in the development of the Company.

OilXCoins will initially be recorded on the Ethereum blockchain. In the future, DeXentra intends to explore the possibility of having the OilXCoins recorded on other distributed ledgers, such as Base. If so, DeXentra plans to set up "bridges" smart contracts to allow Holders to transfer OilXCoins on such additional distributed ledgers.

Activities may include:

Maintaining a strategic roadmap for the OilXCoin's technical development.

Continual development of OilXCoin's internet site to further improve product accessibility (this may include fiat on ramps, wallet integration, payment systems, etc.).

Product understanding and context (through the provision of dashboard features).

Implementation of additional digital product features to increase product attractiveness (this may include compatibility with additional blockchains).

Where permitted from a regulatory perspective, possible creating of digitally supported reward programs to promote the reach of the digital assets.

The Company has issued a number of NFTs to investors, which most notably provide such investors with the rights to obtain OilXCoins at their issuance (subject to a vesting period), and to be paid a portion of the native transaction fees levied on transfers of OilXCoins.

Overarching activities:

In addition to oil & gas specific and digital assets activities the following over-arching activities are core to implementing the OilXCoin strategy and may include:

- Continual monitoring of market developments (oil & gas, crypto and specifically OilXCoin) to adapt strategies as required.
- Active risk management to identify and mitigate potential negative issues.
- Creating and rolling out of international marketing strategies using both traditional marketing methods and channels and also dynamic crypto marketing with a strong focus on scalable social media marketing and community management.

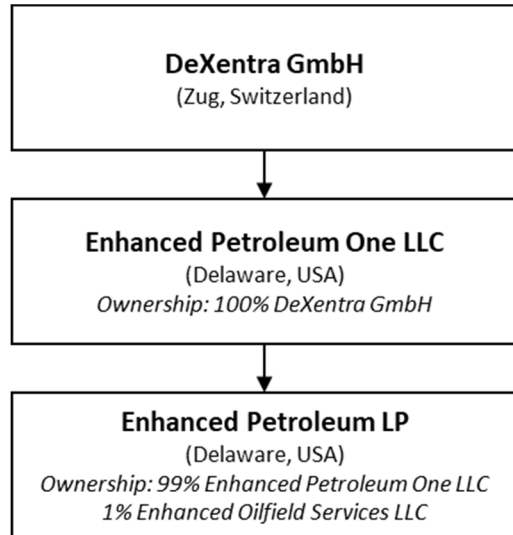
- Strategic partnerships with technology innovators in the oil & gas space (e.g. unique tools and materials for drilling, production optimization, minimizing environmental impact, etc.), the crypto space (e.g. exchanges, blockchains, fintechs, etc.) will be pursued.
- Managing treasury functions to optimize financial resources across fiat and cryptocurrency spectra, mitigating associated risks.
- Ensuring strategies comply with the regulations of the jurisdictions in which the company operates.
- Periodically, third party auditors will be brought in to perform spot audits and report to the Board on any gaps or deficiencies.
- Generating and submitting of annual reports and 10-K's to the appropriate financial authorities and regulatory agencies and posted on the OilXCoin website for investor review.

In accordance with OFAC, sanctioning lists issued by Switzerland, the EU and the other jurisdictions in which OilXCoin is active, DeXentra has implemented clear measures to prohibit that the company engage in direct business with any listed natural or legal persons contained in said lists.

The strategies objectives and oil and gas, digital assets and overarching activities described above represent key elements of the Company's operations and are not exhaustive. They demonstrate the commitment to prudent management and strategic growth in both the upstream oil and gas lease industry and the cryptocurrency sector.

ORGANIZATIONAL STRUCTURE

As of the date of this Memorandum, the DeXentra Group is currently composed of DeXentra GmbH, the principal corporate entity based in Zug, Switzerland, and two operational subsidiaries incorporated in Delaware, USA: Enhanced Petroleum One LLC and Enhanced Petroleum LP.



DeXentra GmbH will serve as the nerve center for the Group as it grows, overseeing critical strategic and select operational functions. Its responsibilities encompass setting the overarching company direction and ensuring robust corporate governance. This includes the management of major financial decisions, which are crucial for sustaining growth and maintaining financial health. Strategic oversight of compliance and global risk management also falls under the purview of the headquarters, ensuring that all group activities adhere to international and local regulations while mitigating potential risks.

The Company currently expects that quotaholders of DeXentra GmbH will vote to convert DeXentra GmbH into an *Aktiengesellschaft* (AG), with such conversion being expected to take effect in Q2 2025.

In addition to these core responsibilities, DeXentra GmbH handles branding and marketing to maintain a coherent and powerful brand image globally. It sets standards and develops IT solutions that support the group's operations worldwide. Furthermore, all product conception, development, and ownership are centralized at the headquarters, facilitating innovation and consistency across the product lifecycle.

To streamline operations, DeXentra GmbH has commenced the dissolution of Enhanced Petroleum LP. DeXentra GmbH's operational company in the United States will continue to be Enhances Petroleum LLC which focuses primarily on executing local operations. This entity is responsible for the day-to-day operational tasks including managing production and growth within oil and gas partnerships, quality assurance, local compliance and legal management, which are tailored to meet the specific regulatory requirements of the United States. Financial management at the subsidiary level is closely aligned with the strategic frameworks set by DeXentra GmbH, allowing for localized financial planning and execution that support overall corporate objectives. Customer support is also managed locally to ensure responsiveness and a high level of service adapted to the needs of regional markets.

KEY INFORMATION ON THE COMPANY

The OilXCoins are issued by DeXentra GmbH, with its registered office in Zug and business address in Landis + Gyr-Strasse 1, 6300 Zug, Switzerland. The Company is registered in the commercial register Zug under the number CHE-410.926.349.

Information about the Company

Legal form

Limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*); law under which it operates: Swiss law; country of incorporation: Switzerland. DeXentra GmbH is expected to be converted into a company limited by shares (*Aktiengesellschaft, AG*) during Q2 2025.

Principal activities

The Company is active, directly or through subsidiaries in the exploration, extraction and sale of crude oil and natural gas.

Controlling shareholder(s)

Johannes Bitschnau Kuri (56%), Mario Ammann (34%), Christoph Schmuck (10%).

Chief Executive Officer (or equivalent)

Johannes Bitschnau Kuri.

The Company was incorporated on 20 November 2023 and has applied for an extended first business year until 31 December 2024 according to § 76 para. 3 of the Zug Cantonal Tax Act. For this reason, there is no historical financial information available at the date of this Memorandum. However, the Company applies the Swiss national law accounting standard for bookkeeping and accounting purposes.

The requirement for comparative balance sheet information shall be satisfied by presenting the year-end balance sheet information.

CORPORATE GOVERNANCE

Manager

Johannes Bitschnau Kuri (CEO):

As the creator of the original OilXCoin concept and founder of DeXentra, Johannes Bitschnau Kuri oversees DeXentra's oil and gas investment activities and plays the leading role in investor relations and sales. He brings decades of on-the-ground experience from both the petroleum and renewable energy industries with a particular focus on the United States and Europe. Previously holding the position of managing director, he has overseen numerous investment rounds for multimillion-dollar projects within these sectors. He has been intensively active in the crypto investment space since its early days having gained a very thorough understanding of the concepts and investment models available to date.

Business address: Landis + Gyr-Strasse 1, 6300 Zug

Key Personnel

Dave Rademacher (Head of Strategy):

As the Head of Strategy of DeXentra, Dave Rademacher leads the strategic, growth and marketing aspects at OilXCoin. He is a former VP and Managing Director from one of the world's strongest premium brands where he managed global organizations and steered 10-digit annual budgets. He has attended universities in North America and Europe, where he pursued studies in business, IT, and environmental studies. With extensive residence and professional engagements across four continents, and a wealth of startup involvement spanning over a decade, his primary aim lies in accelerating the company's sustainable global expansion.

Business address: Landis + Gyr-Strasse 1, 6300 Zug

Glenn McColpin (Head of Oil and Gas):

As the Head of Oil and Gas and CEO for DeXentra's U.S. subsidiary, Enhanced Petroleum One LP, Glenn McColpin is responsible for the company's oil & gas activities. With over 35 years of experience in oil & gas from the early days of LWD (Liner Drilling with Casing While Drilling) to building and managing the world's premier fiber optic sensing business focusing on real-time imaging of hydraulic fracture treatments, leaks and production profiling. He has successfully negotiated and closed multiple, key technology acquisitions and worked with multiple medium and large sized O&G operators on organizational optimization, technology implementation, and change management. With a degree in petroleum engineering, he also specializes in environmentally and cost-effective enhanced oil recovery (EOR) techniques.

Business address: c/o Harvard Business Services, Inc., 16192 Coastal Hwy, 19958 Lewes, DE, United States of America

Mario Ammann (Head of Technology):

As the Head of Technology of DeXentra, Mario Ammann oversees all digital aspects within the company from products through to enablers. He brings best-in-class product development skills where he is prolific in over a dozen programming languages and databases. With degrees in Software & IT Engineering and first-hand entrepreneurial business experience, he grasps how to navigate the challenges of developing intricate digital products.

Business address: Landis + Gyr-Strasse 1, 6300 Zug

MAJOR SHAREHOLDERS

As of the date of this Memorandum, the Company had an issued and registered quota capital of CHF 20,000.00, divided into 200,000 quotas with a par value of CHF 0.10 each. The quotaholders vote at the quotaholders' meeting in proportion to the total par value of the quotas they hold, unless provided otherwise under the Company's Articles of Association or Swiss law.

DeXentra GmbH is structured with the following ownership percentages among its key stakeholders:

- Johannes Bitschnau Kuri: 56%
- Mario Ammann: 34%
- Christoph Schmuck: 10%

DeXentra GmbH currently expects that key personnel members as well as a third-party investor may acquire equity in the company, with such acquisition being expected to close in Q2 2025, although there is no guarantee that any investment in DeXentra GmbH by a third party will indeed materialize.

KEY INFORMATION ON THE OILXCOINS

1. Type and Class

Debt security represented by digital tokens pursuant to which the Holders of OilXCoins have a contingent claim against the Company relating to the value of assets linked to oil / natural gas, which is expected to provide investors an exposure on the value chain of those assets.

The OilXCoins will be represented by the OilXCoins and issued in the form of ledger-based securities pursuant to Article 973d of the Swiss Code of Obligations.

2. Trading

Prior to the Offering, there has been no market for the Tokens.

The Company is exploring the possibility of procuring that the Tokens be listed or admitted to trading on a regulated market, although there is no guarantee that any listing or admission to trading would materialize.

OilXCoins are generally freely transferable following the first twenty (20) days of the offering period, during which Holders will be contractually restricted from transferring their OilXCoins to a third party.

3. Additional Information

The OilXCoins constitute direct, unconditional, and unsecured obligations of the Company. The OilXCoins are subordinated to the Relevant Liabilities, as defined in the Terms and Conditions attached hereto as Annex I. The OilXCoins shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Company under the Terms shall at all times rank at least equally with all the Company's other present and future unsecured obligations of the same seniority, except for such preferences as are provided by any mandatorily application provision of law.

4. Financial rights

Upon the occurrence of a Termination, the Company will be required to pay an amount to the Holders (the "Contingent Claim"), which amount will be, at the Company's option, either:

- a. The net proceeds from the actual disposal of the Relevant Assets, whereby if the Company chooses this option, the Company will be required to use its best efforts to dispose of the Relevant Assets (or cause the Relevant Assets to be disposed of) within six months from the resolution. Once all or a significant portion of the Relevant Assets have been disposed of, the Company shall distribute the net proceeds of such disposal to the Holders. The "net proceeds" are the proceeds of the disposal of the Relevant Assets after:
 - taxes due by DeXentra; and
 - payment of all other creditors of DeXentra (including employees, directors and officers).
 -
- b. An amount corresponding to the valuation of the Relevant Assets, whereby the Company will commission a reputable and independent expert to value the Relevant Assets and pay to the Holders the amount at which the expert values the Relevant Assets, after deduction of any taxes due by DeXentra in connection with such a payment.

Modality of payment

Each Holder shall be entitled to a portion of the Relevant Net Proceeds or the Relevant Proceeds Valuation (as the case may be) calculated pro rata, based on the percentage of the total number of outstanding OilXCoins that such Holder holds.

Governance rights

The Holders shall have no governance rights with respect to the Company or the Relevant Assets.

No interest is paid on the OilXCoins, either periodically or upon a Termination.

TOKEN SUPPLY

The total supply of 100 million Tokens is allocated and/or reserved as following:

- a. U.S. and non-US offering, in the aggregate: 60 million;
- b. NFT holders: 20 million;
- c. Founders (allocated): 8.2 million;
- d. Early supporters (allocated): 1.58 million;
- e. Employees, advisory, supervisory (reserved): 3.92 million;
- f. Service providers (partially reserved): 3.51 million;
- g. Future recommendation programs (reserved): 2.79 million.

The Company has issued a number of NFTs to investors, which most notably provide such investors with the rights to obtain OilXCoins at their issuance (subject to a vesting period), and to be paid a portion of the native transaction fees levied on transfers of OilXCoins. As of 30 December 2024, the Company has raised proceeds amounting to approximately USD 1,407,974.75.

RISK DISCLOSURE

The OilXCoins involve a number of significant risks. Before purchasing OilXCoins, the Purchaser must carefully consider the risks of such a purchase. The below risks are presented in an order that does not reflect their likelihood of occurrence or magnitude. Further, the risks below are some, but not all, the risks associated with the OilXCoins. Further risks about the OilXCoins may be found on the Terms of the OilXCoins. Investment decisions should not be made solely on the basis of the risk warnings set out below since such information cannot serve as a substitute for individual advice and information which is tailored to the requirements, objectives, experience, knowledge and circumstances of each investor individually.

Holders of OilXCoins will not be shareholders.

The OilXCoin's value is expected to be linked to the value of assets (i.e. the Relevant Assets) used to conduct certain business activities in the oil and gas sector. The Holders will not own, directly or indirectly, the Relevant Assets but will be granted a limited right to terminate the OilXCoins and receive a payment that is tied to the value of the Relevant Assets. Such a termination right bears certain similarities to the right of shareholders to receive the liquidation proceeds of a company. However, by virtue of holding OilXCoins, the Holders will not be shareholders of the Company or of any other entity. The OilXCoins will further not entitle the Holders to governance and other rights typically enjoyed by shareholders. Although the OilXCoin's value may be linked to the Relevant Assets, the Holders will have no way to influence the management of these Relevant Assets.

The payment in case of termination of the OilXCoins is highly uncertain and may not correspond to the value of the Relevant Assets.

The OilXCoins will only be entitled to receive a payment in the event of a termination of the OilXCoins. The amount of the payment will be either the net proceeds from the sale of the Relevant Assets, or an amount determined after conducting a valuation of the Relevant Assets. There can be no assurance as to the amount of such payment, as it depends not only on the value of the Relevant Assets, but also on the Company's ability to sell them (if the Company has elected to sell them) or on an assessment of a third party regarding their value, which may not correspond to the Company or the Holder's view on the value of the Relevant Assets. Any projection regarding the value of the Relevant Assets communicated by the Company or otherwise is therefore to be understood as indicative only and subject to significant caveats. Further, the Relevant Assets are a combination of assets that may be difficult to sell, it may not be

possible to sell them all at once and any sale may therefore be entered into at a price that materially undervalues the Relevant Assets.

In addition, if the Company elects to sell the Relevant Assets, the payment to the Holders will be made after payment of all other creditors of DeXentra (including employees, directors and officers). After payment to such other creditors, there may be few or no remaining proceeds to distribute to the Holders.

The EBIT Condition may severely limit the amount payable to Holders.

Pursuant to the EBIT Condition, the Company may refrain from making any payment to holders of OilXCoins it has issued if, following such payment, the Company will have paid more than 50% of the Company's EBIT. The Company expects to apply the EBIT Condition insofar as necessary to comply with applicable accounting and tax requirements. If the Company deems it necessary to apply the EBIT Condition on a yearly basis (i.e. that payments to OilXCoin holders in a given financial year should not exceed 50% of the Company's EBIT), this may materially impact the Holders, as the payment in the event of termination of the OilXCoins may vastly exceed the Company's EBIT in a given financial year.

DeXentra may incur significant debt and encumber the Relevant Assets.

The terms of the OilXCoins do not include any covenant as to the level of debt of the Company or its subsidiaries. The Company will not agree towards the Holders to any negative pledge or similar undertaking. The Company can therefore (a) issue significant debt, and (b) encumber the Relevant Assets, thereby materially affecting the situation of the Holders by increasing the amounts due to other creditors. This may have significant adverse consequences for the Holders because, in the event of a termination of the OilXCoin, the Company may elect to sell the Relevant Assets and pay the relevant net proceeds to the Holders, provided however that such net proceeds will be after payment of all other creditors of the Company and of the entities of the DeXentra Group that hold Relevant Assets. By taking up debt, the Company therefore reduces the amount of any net proceeds from the sale of Relevant Assets that will eventually be paid to the Holders. If the Company takes up significant debt, the Company may thus reduce (potentially to zero) any amount due to the Holders.

DeXentra may not be required to reinvest all of the proceeds from its activities.

DeXentra is not required to reinvest all the net proceeds of its activities in the oil and gas sector. If the proceeds of these activities are not reinvested by acquiring Relevant Assets, the Holders will not benefit from these proceeds.

No representation on tax treatment and no tax ruling.

The OilXCoins are complex and novel instruments. Their treatment under applicable tax laws is untested and generally subject to a level of uncertainty considerably higher than traditional financial instruments such as equity securities or bonds. The Company does not make any representation as to the tax treatment of the OilXCoins, whether from a Swiss or foreign perspective. The Purchaser is responsible for assessing, as the case may be with the advice of a tax advisor or counsel, the consequences of purchasing and holding OilXCoins.

The Company has not obtained any confirmation or "ruling" from any tax authority regarding the treatment of the OilXCoins under Swiss tax law. Even if the Company later obtains such a ruling (something the Company does not undertake to do), the Purchaser should expect this ruling to apply only to transactions entered into after the issuance of the ruling, meaning that the Purchaser and any person acquiring the OilXCoins before such ruling has been issued will not be able to benefit from the ruling.

The OilXCoins are complex and involve a high degree of risk.

The OilXCoins are innovative and complex instruments. The purchase of OilXCoins involves a high degree of risk, including the risk that the OilXCoins may become valueless. Potential purchasers should be prepared to suffer a total loss of the capital invested in the purchase of the OilXCoins under certain circumstances. The value of OilXCoins is difficult to assess and may be extremely volatile.

The OilXCoins may be prone to fraud.

The characteristics of the OilXCoins (e.g., they only exist virtually on a computer network, transactions in OilXCoins are usually not reversible and are done largely anonymously) make them an attractive target for fraud, theft and cyber-attacks. Each purchaser is therefore urged to make its own independent investigation and to make its own decisions with respect to the purchase of OilXCoins. Prospective OilXCoins holders are expected to consult a blockchain specialist, counsel, accountant and/or tax advisor, as necessary, to understand the risks involved. Potential purchasers that are not satisfied with their understanding of the risks associated with OilXCoins should refrain from acquiring OilXCoins.

The OilXCoins may have a “bug” or other technical defect.

While the Company intends to take commercially reasonable efforts to ensure the functionality of the OilXCoins, it is possible that the OilXCoins have a technical defect that may enable others to “exploit” the OilXCoins, which could lead to a partial or complete loss of a Purchaser’s investment.

Legislative and regulatory changes may impact the OilXCoins.

Cryptocurrencies have been in existence for only a few years and have been under scrutiny from various regulatory bodies in Switzerland and globally. The regulatory regimes relating to cryptocurrencies and blockchain technology may be subject to rapid legislative and regulatory change, which could impact OilXCoins, be in conflict with the current design of OilXCoins, and/or lead to their loss. There is a risk that OilXCoins may be subject to additional regulations in Switzerland or in other jurisdictions, and that OilXCoins may be adversely qualified or re-qualified by a court or a supervisory authority under the applicable legislation. If the OilXCoins are deemed to be securities in any jurisdiction, they will be subject to applicable securities laws and owners of such OilXCoins will have to comply with such laws.

Blockchain technology and smart contracts are associated with risks.

Distributed ledger technology (i.e. blockchains) and the smart contract concept underlying OilXCoins are still at an early stage of development and have not yet been sufficiently tested. The functioning of blockchains relies on the collaboration and consensus of various stakeholders ("miners" or "validators") that may exercise control on the relevant blockchain and may be empowered to make changes to its content or to block certain transactions. Blockchains are vulnerable to mining attacks, including but not limited to double-spend attacks, majority attacks, "selfish mining" attacks, timestamp manipulation and race condition attacks. Successful attacks lead to risks relating to the OilXCoins, the expected orderly execution and sequencing of transactions involving OilXCoins, and the expected orderly execution and sequencing of contract calculations, and may result in the loss of OilXCoins. It is possible that hacker attacks and other unexpected activities may occur that could result in the theft or loss of OilXCoins. Smart contracts are nontrivial pieces of computer code and their interactions with the relevant blockchain are complex. There is no guarantee that the process of creating, receiving, holding, using and storing OilXCoins will be uninterrupted or error-free and there is an inherent risk that the smart contract may contain weaknesses, vulnerabilities or bugs that could lead to, among other things, the complete loss of OilXCoins.

Should the smart contract based on which the OilXCoins are operated cease to function for any reason, the ability of existing holders of OilXCoins to transfer such OilXCoins to third parties or the ability of the acquirers of OilXCoins to exercise the rights associated with such OilXCoins may be impaired. Under the OilXCoin Terms, the Company may cancel the OilXCoins and to issue replacement tokens or to issue the Claims in a different form (e.g. in the form of paper certificates). Such an operation may however complicate the transfer of the Claims or the exercise of the rights associated with newly acquired tokens.

OilXCoins may be lost or stolen.

OilXCoins may be lost or become inaccessible if the holder of OilXCoins loses the respective private key allowing access to OilXCoins, or due to malfunctions or incompatibilities of the wallet in which the OilXCoins are stored. This can also lead to the loss of the OilXCoins. In addition, it is the responsibility of the OilXCoins holder not to lose the

key or password that enables access to the wallet. OilXCoins can also be stolen or lost if the private keys or necessary (computer) addresses are stolen.

OilXCoins are exposed to risks associated with cryptocurrencies.

OilXCoins are stored on blockchain, and therefore in a relationship of interdependence with their associated cryptocurrencies. Potential purchasers may have to pay transaction fees denominated in cryptocurrencies or associated units of account. The fair value of cryptocurrencies is subjective, extremely difficult to assess and therefore highly volatile. Their market price may also be inflated by temporary bouts of speculation, and they may lose all of their market value very quickly. There is no guarantee that cryptocurrencies will be liquid or that services allowing OilXCoins holders to exchange them for fiat currency will continue to be accessible.

Price fluctuations of crude oil and natural gas can impact DeXentra's business and the value of OilXCoins.

Relevant Assets will be used to conduct the business activities of DeXentra in the oil and natural gas sector. The value of the Relevant Assets (and indirectly that of the OilXCoins) is therefore expected to be correlated, to an extent, to the price of crude oil and natural gas. In addition, in the event of a price drop affecting crude oil or natural gas, the revenues derived from the Relevant Assets by DeXentra should be expected to decrease, thereby affecting DeXentra's ability to reinvest the proceeds from its activities by acquiring new or improving existing Relevant Assets. If new Relevant Assets are not acquired, and if existing Relevant Assets are not improved, the value of the OilXCoins may cease to increase or even decrease.

Legislative and regulatory changes may impact DeXentra's business activities.

The oil and gas industry is subject to both legislative and regulatory changes surrounding issues such as oil exploration, extraction, storage, transportation, etc. with respect to permitting, environmental, taxation and other aspects. Energy is considered a national priority in a number of jurisdictions, rendering potentially drastic changes more likely. Any negative developments affecting the oil and gas industry may impact DeXentra's business, the value of the Relevant Assets and of the OilXCoins. In addition, in certain jurisdiction, oil and gas assets may be temporarily or permanently nationalized, which may – in a worst-case scenario – lead to a total loss of value for the previous owners of assets that have been nationalized. Depending on the jurisdictions in which DeXentra will conduct its business, the Relevant Assets may face a risk of nationalization.

Geological uncertainty or previous reservoir mismanagement can impact volumes of oil-in-place and gas-in-place.

Oil-in-place and gas-in-place are expected to constitute an important part of the Relevant Assets. Due to the nature of oil-in-place and gas-in-place reservoirs, both geological uncertainty and previous reservoir mismanagement can lead to an adjustment of previously audited reservoir volumes. Any downward adjustment of previous oil-in-place or gas-in-place assessments will negatively affect the OilXCoin's business activities and the value of the Relevant Assets and may negatively affect the value of OilXCoins.

Such mismanagement may have resulted in suboptimal extraction techniques, inadequate maintenance, or environmental issues that could reduce the recoverable volumes of oil and gas. Consequently, this could negatively affect the economic returns from the company's assets, which are directly linked to the volumes of OIP and GIP and the efficiency of their extraction and sale, and, in turn, the OilXCoins.

Loss of key suppliers / service providers may affect DeXentra's oil and gas operations.

DeXentra relies heavily on third-party suppliers and service providers for auditing, exploration, extraction, storage, transportation, maintenance, etc. Should said partners no longer be able to fulfil their contractual obligations, this may result in delays or decreases in DeXentra's business activities. Such decrease should be expected to affect DeXentra's ability to reinvest the proceeds from its activities by acquiring new or improving existing Relevant Assets. If new Relevant Assets are not acquired, and if existing Relevant Assets are not improved, the value of the OilXCoins may cease to increase or even decrease.

The Company is an early-stage company with no operating history or historical financial information.

The Company is an early-stage company in a very competitive field and has no operating history or historical financial information. This makes it difficult for investors to evaluate the Company's business and future prospects. The Company's success will depend in part on its ability to deal with the problems, expenses and delays frequently associated with establishing a new business venture and the extraction of oil and gas.

In addition, although the Company's management has significant experience in the area of oil exploration, the past performance of the management is no indication of its ability to continue to successfully manage the Company. If the experience of the management is inadequate or unsuitable, the operations of the Company may be adversely affected.

The Company can make no assurances that it will be successful in addressing these risks, and the failure to meet these challenges could have a material adverse effect on the performance of the Company, the value of OilXCoins and your investment.

Investments in startups involve a high degree of risk. Financial and operating risks confronting startups are significant, and establishing new operations brings a significant number of challenges. The startup market in which the Company competes is highly competitive and the percentage of companies that survive and prosper is small. Startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. Failure to overcome such problems may mean that the Company will not be able to successfully operate OilXCoins or extract oil and gas, and it is possible that the OilXCoins may not be minted. Even if the Company is successful in operating and extracting oil and gas, it may not be able to operate at a profit, which may affect the long-term viability of the Company and the value of the OilXCoins.

It is possible that, due to any number of reasons, including, but not limited to, failure to successfully extract oil and gas, unfavorable market prices for oil and gas, the inability by the Company to establish a viable financial ecosystem for the utility of OilXCoins, the failure of commercial relationships, or regulatory issues, the Company may no longer be viable to operate, and may dissolve or take actions that result in a dissolution event.

Geopolitical developments may affect logistics and supply chains, strategic mid- and long-term demand for oil & gas and other critical aspects affect the value of the OilXCoin.

Armed conflicts, embargos, sanctions, pandemics, disasters or accidents in locations such as canals, can very quickly lead to significant disruptions in the oil & gas sector potentially going as far as to impact the not only short-term demand but also mid- to long-term demand through jurisdictions reprioritizing their energy sources, changing tax regimes, or even the opinion of the general public on the use of oil & gas for various applications. These factors may impact the Company's business, the value of the Relevant Assets and of the OilXCoins.

Buildout and production risks may lead to decreases in production volumes.

Ensuring the timely completion of oil production projects requires precise management of cash flows, adequate contingency reserves and the use of methods and techniques (such as EOR) to efficiently manage and expedite oil production in an effort to boost near term production and long-term recovery factors. Negative project developments may lead to a decrease in OilXCoin value.

The financial statements of the Company may not be audited.

The Company's financial statements may not be audited by an independent auditing firm. Under Swiss law, the Company may not be under an obligation to have audited financial statements, and the Company's quotaholders have so far elected not to have its financial statements audited.

Even if the Company produces audited financial statements, such financial statements may not be established pursuant to U.S. GAAP, IFRS or similar standards, but may instead be established pursuant to the Swiss Code of Obligations. Such financial statements are not required to give a "true and fair view" of the relevant company and may not provide as much transparency or may not provide a comprehensive view of the company, compared to other accounting standards.

Activities in emerging markets present additional risks.

The Company's operations and investments in developing countries and emerging markets, including regions in Central Africa and the Caribbean, expose its business to a range of risks that may not be present or as significant in more developed markets. These risks include political instability, economic volatility, and regulatory uncertainty. Political instability can lead to changes in government policies, expropriation of assets, and disruptions in operations, which could adversely affect the company's ability to secure and develop oil and gas leases. Economic volatility, such as fluctuations in currency exchange rates and inflation, can impact the cost of operations and the value of the company's assets and revenues. Additionally, regulatory frameworks in these regions may be less developed or subject to frequent changes, which could result in compliance challenges and increased operational costs. These factors could collectively undermine the financial performance and stability of the Company, potentially leading to lower returns for investors.

Acquisition of leases with previous and often unclear historical obligations can lead to significant negative impact on the assets business case.

Due to cases where they have been frequent transfer of leases, in particular in locations such as Kansas with a very long history of oil exploration and production, the acquisition of these leases may come with significant and often unclear historical obligations. These obligations can include environmental liabilities, royalty disputes, and other contractual issues that may not be fully documented or resolved. If the Company fails to identify and address these obligations during the due diligence process, it could result in unexpected costs, legal disputes, and operational delays, which could negatively affect the financial performance and value of the acquired assets. This risk is heightened in jurisdictions with less stringent regulatory oversight and where historical records may be incomplete or difficult to verify.

A false timing with respect to the financial evaluation of oil & gas assets may affect the achieving of the business case targets.

Due to the cyclical nature of oil and gas prices, investment and operational decisions are strongly influenced by changes in the market, this can lead to an erosion of business case profitability which in turn can affect the value of the OilXCoins.

Environmental hazards may negatively affect both the reputation and the Company's finances.

Drilling, production and transportation can potentially lead to environmental hazards, such as oil spills or water contamination. These risks can be mitigated through the use of techniques such as low-impact drilling or safe production enhancement chemicals, however, incidents can still occur and both the financial costs of addressing the situation plus possible reputational repercussions can lead to negative impact on the value of the OilXCoins.

Risks related to bridging.

Bridges facilitate transactions between two different blockchains, enabling the transfer of assets from one network to another and play a pivotal role in enhancing blockchain interoperability and providing liquidity.

Bridges rely on complex smart contracts to lock, mint, and burn tokens as they move between blockchains. These contracts can contain vulnerabilities that may be exploited by malicious actors. Some bridges operate under centralized control with a limited number of validators or operators. This centralization can be a point of failure. The efficiency of a bridge depends on the liquidity available on both sides of the blockchain. Inadequate liquidity can lead to slippage and unfavorable exchange rates. They also involve operational complexities related to syncing multiple blockchains, which can lead to errors or delays.

There is no guarantee that the process of bridging OilXCoins between blockchains will be uninterrupted or error-free, and there is an inherent risk that the smart contracts governing the bridge may contain weaknesses, vulnerabilities, or bugs, leading to potential issues including, but not limited to, the complete loss of the OilXCoins during transfer.

Volatility in the market for and the price of the OilXCoins.

After completion of the Offering, the market for and the market price of the OilXCoins (to the extent such a market develops) may be highly volatile. Such volatility could be caused not only by the Company's operational performance or other events involving the Company and/or its customers, suppliers or competitors, but also by changes in general conditions in the economy or the financial markets, and the oil and gas industry in particular. As a result of such fluctuations, holders of OilXCoins may not be able to resell their OilXCoins at or above the offering price and may incur losses.

Factors that could cause this volatility in the market price of the OilXCoins include, but are not limited to: (i) actual or anticipated fluctuations in the Company's results of operations or financial condition; (ii) market expectations for the Company's financial performance; (iii) investor perception of the success and impact of the Offering on the Company's strategy; (iv) the entrance of new competitors or new products in the markets of the Company; (v) actual or anticipated sales of the OilXCoins; (vi) the liquidity of the market for the OilXCoins; (vii) new laws or regulations or changes in interpretations of existing laws and regulations affecting the business of the OilXCoins; (viii) general market and economic conditions; (ix) sentiment in the oil and gas industry; (x) expiration of the lock-up undertakings; (xi) announcements of developments related to the Company's business; (xi) local market conditions.

Risk of lack of liquid market for the OilXCoins after completion of the Offering.

Prior to the Offering, there has been no market for the OilXCoins. While the Company is exploring the possibility of procuring that the OilXCoins be listed or admitted to trading on a regulated market, there can be no assurance (i) that any listing or admission to trading would materialize, (ii) that an active and liquid trading market, or even a market at all, will develop or continue after the Offering, (iii) that the market price of the OilXCoins will not decline below the issuance price after completion of the Offering or that (iv) prospective investors will be able to sell their OilXCoins quickly or at all. The issuance price of the OilXCoins will be determined by the Company. The issuance price may not be indicative of the market price of the OilXCoins after completion of the Offering and there can be no assurance that the market price of the OilXCoins will reflect the Company's actual financial performance or the state of its business, results of operations and/or prospects.

Lack of analyst coverage.

The Company also does not have any current plan to procure that the OilXCoins will be listed on a stock exchange or admitted to trading on a multilateral trading facility. They will be traded on a market that is not systematically followed by professional financial analysts. The unavailability of financial analysts' coverage may prevent or delay the development of a liquid market for the OilXCoins.

A Company substitution may expose Holders to additional risks.

The Terms of the OilXCoin allow for a substitution of the Company. A Company Substitution may expose Holders to additional risks. In particular, without limitation, (a) the Company Substitution may result in a more unfavorable tax treatment of the OilXCoins, (b) the rights of the Holders associated with the OilXCoins may be stayed or suspended during the implementation of the Company Substitution, (c) the Substitute Company may present a higher risk of default than the Company, (d) the Substitute Company's jurisdiction may have a less favorable legal framework for the OilXCoins, and may present additional or adverse political, legal and economic risks.

USE OF PROCEEDS

DeXentra projects the OilXCoin Offering and the concurrent offering on Republic (together, the "Republic Offerings") may be approximately USD 10,000,000 by December 31, 2025, although there are no assurances that the actual gross proceeds will reach that amount. Assuming that the offerings of OilXCoins generates gross proceeds of \$10,000,000, and assuming costs associated with the offerings of \$500,000, net proceeds related to the OilXCoin sale are estimated to amount to approximately \$ 9,500,000. Thereof, the Company expects to incur operating and non-operating expenses over that same period of approximately \$ 4,100,000, comprising legal, marketing, product development, compliance, personnel and infrastructure expenses. The remaining proceeds from

the offering are expected to be primarily allocated toward financing the acquisition of additional leases, servicing contracts with suppliers, developing new projects, and establishing legally mandated statutory reserves.

It is currently expected that the Company will use the expected net proceeds from the Offering for general corporate purposes. This includes, but is not limited to:

- a. acquisition of oil and gas leases, and/or funding of subsidiaries or joint ventures to acquire such leases;
- b. investments in new technology;
- c. infrastructure and cybersecurity;
- d. legal / regulatory;
- e. marketing; and
- f. operational costs.

ENGAGEMENT OF ODB

We are currently party to an offering engagement agreement, as effective as of March 18, 2025 (the “**Engagement Agreement**”), with ODB, who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the OilXCoins sold in this Offering to each investor and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the OilXCoin. The term of the engagement agreement will continue until the later of the OilXCoins are no longer being listed on the Republic Platform or 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 Engagement Agreement.

ODB is not purchasing any of the 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, Republic.com.

Reimbursable expenses in the event of termination. In the event the Offering does not close or we decide not to pursue this Offering, we have agreed to reimburse ODB the greater of (a)\$10,000, (b) all payment processing and any other fees incurred by ODB in enabling this Offering.

Commission and Expenses. We have agreed to pay ODB a cash fee of the greater of (A) \$12,000 or (B) 4.0% of the gross proceeds of the Offering. We have also agreed to pay ODB a token commission equivalent to 1.5% of the number of OilXCoins sold in this Offering. Any other fees that we may pay to ODB or third parties will not be commissions for these purposes. While our management may promote the Company and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

We have agreed to reimburse ODB, at the time of closing, for payment processing servicing costs associated with any service providers. Under the Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to FINRA fees and anti-money laundering, investor due diligence and accreditation service, in no event in excess of \$3,000. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Offering Circular. Any other fees that we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. ODB has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation. We have also agreed to pay ODB a cash payment equal to 4.0% of the dollar value of the OilXCoins issued to any Off-Platform Investor, and (ii) one and one half percent (1.5%) of the total number of OilXCoins of the same type issued to the Off-Platform Investors.

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 OilXCoins 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 OilXCoins 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.

Payment Processing and Administrative Fees: Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional \$0.36 per transaction. Purchases in USDC and USDT 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.

Business Advisory Service Fees: We have paid ODB \$35,000 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.

Termination Fees. Termination Fees are due for any termination except in the event of ODB's uncured breach, or the expiration of the Term of our engagement agreement with ODB. We have agreed to pay ODB immediately upon termination a fee of \$10,000.

Indemnification and Control. We have 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 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.

PROCEDURES FOR SUBSCRIBING

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

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 Company 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 Company, 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.

POTENTIAL CONFLICTS OF INTEREST

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

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

The Company may contract with businesses in which members of the Company’s management have an interest, such as Surgitech Inc., and a planned venture in the UAE, which could give rise to potential conflicts of interest. Members of the Company’s management may hold OilXCoins, and may have access to material non-public information about OilXCoins, allowing them to trade the OilXCoins at times, or under conditions, that may not be available to other OilXCoins Holders. There is a risk that such transactions could be influenced by insider knowledge, potentially giving these individuals an advantage in timing the market or making investment decisions that benefit their personal interests and are detrimental to OilXCoins Holders.

CLOSING REQUIREMENTS

In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a subscription agreement; (2) completion of purchaser qualification requirements (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 Stripe or Zerohash receipt of funds, if applicable (collectively, the “**Closing Requirements**”). The proceeds of this Offering will be disbursed to the Company intermittently throughout the closing process, provided that all applicable Closing Requirements associated with such proceeds must be satisfied prior to disbursement.

ANNEX I – Terms and conditions of the OilXCoins

Terms of the OilXCoin

This Section contains the terms and conditions of the OilXCoins (each a “**Condition**”, and together the “**OilXCoin Terms**”), which govern the rights and obligations of the Company and the holders of OilXCoins (the “**Holders**”) in relation to the OilXCoins.

Form

The OilXCoins are issued by DeXentra GmbH (the “**Company**”) in the form of entries on one or several distributed ledgers.

In the event that the OilXCoins are issued on several distributed ledgers and subject to the Tokenization Terms:

any Token shall be deemed to represent OilXCoins and such OilXCoins shall rank *pari passu* with all other OilXCoins, without any preference among themselves;

Holders shall have the right to request that their Tokens be exchanged against Tokens issued on a different distributed ledger, and the Company shall use its best efforts to accommodate such requests. The Tokenization Terms may include additional terms for such requests; and

the Company may designate (*e.g.* in the Tokenization Terms) distributed ledger addresses holding Tokens for the purposes of allowing exchanges between distributed ledgers on which Tokens are not counted for the purposes of determining the Maximum Supply and shall not be deemed outstanding or in issuance.

Supply of OilXCoins

The Company shall issue a maximum of 100,000,000 OilXCoins (the “**Maximum Supply**”).

Contingent claim

3.1 Payment upon Termination

Upon the occurrence of a Termination, the Company will be required to pay an amount to the Holders (the “**Contingent Claim**”), which amount will be, at the Company’s option, either:

(A) The net proceeds from the actual disposal of the Relevant Assets, whereby if the Company chooses this option, within six months following the Termination, the Company shall, and shall procure that its subsidiaries:

- a. Use its and their best efforts to dispose of the Relevant Assets (or cause the Relevant Assets to be disposed of) in one or a series of transactions, by way of a public auction, private sale or other method of disposition, any such transaction to be organized as the Company deems fit (the proceeds of such disposal transactions, the “**Relevant Assets Proceeds**”), it being understood that, for the purposes of disposing of the Relevant Assets, the Company shall be permitted to enter into transactions with its related parties;
- b. Shall pay, settle or discharge any and all (x) taxes due by the Company and any entity within the Company’s group (the “**DeXentra Group**”), including any taxes due as a result of the disposal of Relevant Assets and/or distribution of the Relevant Net Proceeds to the Holders (such as any transaction tax or withholding tax); and (y) liabilities to any creditors (including secured and unsecured creditors other than the Holders, employees, directors and officers) of the Company and of other entities within the DeXentra Group which hold Relevant Assets or provide services to such entities within the DeXentra Group (the aggregate of which is referred to as the “**DeXentra Liabilities**”);

- c. Pay an amount equal to the Relevant Assets Proceeds minus the DeXentra Liabilities (the “**Relevant Net Proceeds**”) to the Holders, but only once all or a significant portion of the Relevant Assets have been disposed of, and all DeXentra Liabilities have been paid, settled or discharged.

(B) An amount corresponding to the valuation of the Relevant Net Proceeds, whereby the Company shall, within six months following the Termination:

- a. commission a reputable and independent expert (or several such experts) to estimate the amount of the Relevant Assets Proceeds, the DeXentra Liabilities, and the Relevant Net Proceeds,
- b. Pay to the Holders the amount at which the expert values the Relevant Net Proceeds, or, if the expert provides a range of possible valuations, the lowest amount of the range (the “**Relevant Proceeds Valuation**”).

For the purposes of this Section 3.1, “**Relevant Assets**” shall mean those of the Company’s (and the Company’s subsidiaries’) assets which are, have been, or will be used to conduct the Company’s oil and gas business, including, but not limited to:

- a. Inventories of crude oil and gas;
- b. Property, plant and equipment related to the Company’s oil and gas business;
- c. Leases, exploration rights, drilling rights, licenses, or any other similar rights over, or with respect to, oil-in-place or gas-in-place reserves;
- d. Property rights over real estate associated with oil-in-place or gas-in-place reserves; and
- e. Receivables associated with the Company’s oil and gas business.

For the avoidance of doubt, the Relevant Assets shall not include, without limitation, the Company’s (and the Company’s subsidiaries):

- a. Cash, cryptocurrencies, securities, and financial instruments;
- b. Property, plant and equipment not related to the Company’s oil and gas business
- c. Receivables not associated with the Company’s oil and gas business;
- d. Goodwill and intangibles;
- e. Patents, trademarks, copywritten material, and/or other intellectual property, provided, however, that if the Company acquires or holds any such asset with a view to circumvent its obligations under this Condition 3, then such asset shall be deemed a Relevant Asset, and provided further that any cash or cryptocurrency shall be considered a Relevant Asset if it was received as a consideration for the disposal of a Relevant Asset that took place within the 12 months prior to a Termination.

The foregoing notwithstanding, the Company shall no longer be required to make any payment to the Holders if a reputable and independent expert, appointed by the Company, assesses that it is materially more likely than not that the Relevant Net Proceeds will be equal to zero or are negative.

3.2 Modality of payment

Each Holder shall be entitled to a portion of the Relevant Net Proceeds or the Relevant Proceeds Valuation (as the case may be) calculated *pro rata*, based on the percentage of the total number of outstanding OilXCoins that such Holder holds (the “**Holder Amount**”).

Should the Company have an obligation to pay the Holder Amount under these OilXCoin Terms, then the Company will pay such Holder Amount, or will procure that such Holder Amount be paid, by way of a transfer of a corresponding number of Elected Payment Tokens to the wallet of the Holder holding the Token(s) which have given rise to such Holder’s claim to receive the Holder Amount. The Company shall determine at its reasonable discretion the applicable conversion rate between any Holder Amount and the Elected Payment Tokens, and the Company shall be entitled to set such applicable conversion rate at the earliest five business days prior to any relevant transfer.

In these OilXCoin Terms, “**Elected Payment Tokens**” means any fungible token registered on the same distributed ledger as the Tokens and which is (i) the native token of the relevant distributed ledger, (ii) a stablecoin, or (iii) any other token whose main utility is to serve as a means of payment, or which is routinely used as such on the relevant distributed ledger. The Company shall be entitled to choose the Elected Payment Token in its sole discretion. In the event the Tokens are recorded on several distributed ledgers, there may be several Elected Payment Tokens, each with its conversion rate, and – due to conversion rate differences – the Company does not undertake that the Holder Amount will be exactly the same across distributed ledgers.

Notwithstanding anything to the contrary in these Conditions:

The Company is entitled to conduct know-your-customer (KYC) and know-your-transactions (KYT) processes before paying the Holder Amount. As a precondition to any payment to the Holders, the Company shall be entitled to request (x) information about the Holder, including such Holder's name, address, email, phone number, and identification document, and (y) any additional detail regarding any Holder's background, the background and origin of its assets, as well as the economic background of any transactions and operation performed prior to any payment from the Company. The Company shall publish information concerning its KYC and KYT guidelines, requirements, and processes in the lead up to any payment, and may update or amend such documents at its discretion.

The Company decides at its sole discretion whether any Holder meets the Company’s KYC and KYT standards. If the Company determines that the Holder does not meet the Company’s KYC or KYT standards (in particular if the Company determines that paying any amount to the Holder would be in breach of the Company’s obligations under applicable laws, or would otherwise endanger the Company), the Holder will not be entitled to any payment from the Company.

Network, transfer, and/or "gas" fees, as well as reasonable currency conversion fees, shall be borne by the Holder.

Status

The OilXCoins constitute direct, unconditional, and unsecured obligations of the Company. The OilXCoins are subordinated to the Relevant Liabilities. The OilXCoins shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Company under these Terms shall at all times rank at least equally with all the Company’s other present and future unsecured obligations of the same seniority, except for such preferences as are provided by any mandatorily application provision of law.

Termination

The OilXCoins will terminate, alternatively (each, a “**Termination**”):

at the option of the Company in accordance with Condition 5.1;

upon a vote of the Holders in accordance with Condition 5.2; or

upon an Event of Default in accordance with Condition 5.3.

5.1 Termination at the option of the Company

The Company shall have the right, but not the obligation, to terminate the OilXCoins on the fifteenth anniversary of the date of this Memorandum, with 30 days advance notice and then periodically every fifteen years' anniversary of the date of this Memorandum with 30 days advance notice.

5.2 Termination upon a Holders vote

The OilXCoins shall terminate six months after the end date of a poll where an affirmative vote of more than 90% of the Relevant Holders has approved such Termination (a “**Termination Poll**”). “**Relevant Holders**” shall mean all Holders who are not the Company, or its current directors, employees, or shareholders.

The Company shall have the right, but not the obligation, to hold a Termination Poll at any moment.

The Company shall be required to hold a Termination Poll upon a request from a Holder (or a group of Holders acting in concert) holding more than 5% of the outstanding supply of OilXCoin, by way of a registered letter notified to the Company in accordance with Swiss law, which request shall contain suitable evidence that such Holder(s) hold more than 5% of the outstanding supply of OilXCoin. The Company shall hold a Termination Poll within 6 months following the receipt of such request.

The Company shall enact voting procedures, wherein the Company may (i) enact measures ensuring that only Holders take part to poll; (ii) set the duration of the poll; (iii) require that the vote takes place electronically.

5.3 Termination upon a default

These OilXCoin Terms shall automatically terminate upon the occurrence of any one of the following events with respect to the Company:

The Company is (or is deemed by law or by a court to be) insolvent or bankrupt or unable to pay its debts, or stops or suspends payments of its debts generally, proposes an arrangement or composition with or for the benefit of the relevant creditors in respect of its debts, or a moratorium is agreed or declared in respect of or affecting all or substantially all of the debts of the Company;

An administration is appointed, an order is made or an effective resolution passed for the winding-up or dissolution of the Company and such order is not discharged or cancelled within 90 days, or the Company ceases to carry on all or substantially all of its business or operations, except in connection with, and followed by, a merger, consolidation or other form of combination with another company or in connection with a reconstruction and such other or new company assumes all obligations contracted by the Company in connection with the OilXCoins.

For the avoidance of doubt, a change of control with respect to the Company shall not result in a termination of these OilXCoins.

5.4 General effects

In case of a termination in accordance with these Terms and Conditions all provisions of these OilXCoin Terms shall terminate and cease to be effective immediately after the Company pays, or otherwise settles, the Contingent Claim.

Reporting

6.1 Oil-in-place / Gas-in-place

1. The Company will make available to investors:

An annual third-party audit that confirms the existence and accuracy of all individual oil-in-place and gas-in-place audits (performed by certified oil and gas auditors prior to the acquisition or lease of the reserve) and further confirms the correctness of the consolidated numbers (e.g. amount of resource available and how much thereof is recoverable) derived from the sum of these individual audits.

At least twice a year: data on the amount of resource that have been extracted or recovered from the acquired reserves.

6.2 Financial statements

The Company will make available to Holders annual non-consolidated financial statements (balance sheet, profit & loss statement and notes) according to Swiss statutory accounting law. Additionally, a description of use of funds will be provided annually. The financial statements will be audited by a third party.

6.3 Further reporting

Except if already covered elsewhere in the Terms and Conditions, the Company will make available to Holders consolidated data on oil-in-place and gas-in-place that the Company has secured, together with such other key performance indicators as the Company may consider appropriate.

6.4 Native transaction fees

As used herein, the "**Native Transaction Fees**" are fees levied by the Company on transfers of Tokens (including without consideration) when the following conditions are fulfilled ("**Qualifying Transfers**"):

The transfer makes use of the OilXCoin smart contract;

The levy of the fees has been deemed technically feasible by the Company, in particular in view of the specificities of the distributed ledger on which the relevant Tokens are recorded;

The Company has not determined that such transfer (or the relevant category of transfers) are exempted from the Native Transaction Fees.

The amount of the Native Transaction Fees which the Holders shall pay to the Company in respect of each Qualifying Transfer shall be 0.75% of the amount of Tokens that are transferred by way of such Qualifying Transfer. For the avoidance of doubt, the Native Transaction Fees shall be paid by the Holders to the Company in the form of Tokens.

The Company may, at its discretion:

- (i) exempt certain transfers or wallets from the Native Transaction Fees, including, but not limited to, transfers involving wallets controlled by the Company, smart contracts operated by the Company, or certain decentralized finance protocols;
- (ii) reduce or cancel the Native Transaction Fee.

6.5 No governance rights

The Holders shall have no governance rights with respect to the Company or the Relevant Assets. In particular, the Holders shall not have the right, individually or collectively, to (a) elect or remove the Company's Managers or the members of the Company's Executive Committee; (b) pass resolutions binding on the Company, except as otherwise set forth herein; (c) request or approve payments to the Holders; (d) request an audit of the Company's financial statements; (e) amend these Conditions.

6.6 Clean-up call option

If, at any time, 80% or more of the outstanding number of OilXCoins issued have been redeemed, purchased or are otherwise held by the Company, the Company may, on giving not less than 30 nor more than 60 days' notice to the Holders in accordance with Swiss law (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem or purchase (or procure the purchase of), at its option, all but not some only of the remaining outstanding OilXCoins against the payment of an amount equal to the Relevant Proceeds Valuation, the modalities of which payment shall be determined in accordance with Condition 3.2, applied by analogy.

6.7 Representation of Holders

The Company shall not arrange for a common representative of the Holders to be appointed. The Holders shall therefore raise any claim under the OilXCoins individually, unless they elect to appoint a common representative.

Should the Holders appoint a common representative, the Holders shall bear the costs and expenses associated therewith, and the Company shall not be liable therefor.

6.8 Amendment to the terms

The Company shall be entitled to unilaterally amend these OilXCoin Terms, *provided* that:

as a rule, the Company shall only amend these OilXCoin Terms provided that the amendment is of a formal, minor or technical nature, is made to correct a manifest error and is not materially prejudicial to the interests of the Holders;

the Company may amend these OilXCoin Terms in material respects, including in ways that may be materially prejudicial to the Holders, as a result of unforeseen or exceptional circumstances which make such amendment(s) appropriate;

the Company may amend the Tokenization Terms to the extent such amendment is permitted pursuant to the Tokenization Terms.

The Company may submit any proposed amendment to these OilXCoin Terms to a poll of the Holders. If the Company elects to do so, the Company shall enact voting procedures, wherein the Company may (i) determine the applicable majority requirements; (ii) determine whether such poll shall have a binding or consultative nature; (iii) set out how and when the Holders shall log their votes. For the avoidance of doubt and notwithstanding anything to the contrary, the Company shall be entitled to consider that, if a vote has been organized with 30-day notice or more, an affirmative vote of 60% of the Holders participating in the vote shall be sufficient to approve material amendments to these OilXCoin Terms.

6.9 Substitution of the issuer

The Company (for the purposes of this Section, the “**Current Issuer**”) may, without the consent of the Holders, substitute any entity (whether or not such entity is organised under the laws of Switzerland) (such substitute entity, the “**Substitute Issuer**”) for itself as principal debtor under these OilXCoin Terms upon giving no more than 30 days' notice to the Holders, provided that:

the Current Issuer is not in default in respect of any amount payable under these OilXCoin Terms at the time of such substitution;

the Current Issuer and the Substitute Issuer have entered into such documents as are necessary, and have procured that all actions, conditions and things required to be taken, fulfilled and done, to give effect to the substitution.

Upon any substitution pursuant to this Section:

the Substitute Issuer will succeed to, and be substituted for, and may exercise every right and power of, the Current Issuer under these OilXCoin Terms with the same effect as if the Substitute Issuer had been named as Issuer in these OilXCoin Terms, and the Current Issuer will be released from its obligations under these OilXCoin Terms.

Without prejudice to the foregoing, the Issuer shall further be entitled to transfer, change or move its headquarters, registered seat, or country of incorporation upon giving no more than 30 days' notice to the Holders.

6.10 Severability

If at any time any or more of the provisions of the OilXCoin Terms is or becomes unlawful, invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

6.11 Notices

All notices and other communications from the Holders to the Company under these OilXCoin Terms shall be made in writing and shall be considered duly given when received, if delivered, mailed by registered mail addressed as follows:

DeXentra GmbH
Landis + Gyr-Strasse 1
6300 Zug, Switzerland

All notices and other communications from the Company to the Holders under these OilXCoin Terms shall be made by way of a publication on the Company's website <https://oilxcoin.io>.

6.12 Governing law and jurisdiction

- (a) These OilXCoin Terms, the OilXCoin, and the Contingent Claim shall be subject to and governed by substantive Swiss law (i.e. without regard to the principles of conflict of laws).

Any dispute which might arise between Holders on the one hand and the Company on the other hand regarding these OilXCoin Terms, the Tokens and/or the Contingent Claim shall be settled in accordance with Swiss law, the exclusive place of jurisdiction being Zug, Switzerland, with the right of appeal to the Swiss Federal Court of Justice in Lausanne, when the law permits, the decision of which will be final.

ANNEX II – Financial Information

Bilanz per 30.11.2023

Währung CHF
DeXentra GmbH

Nummer	Bezeichnung	Saldo
Aktiven		
10	Umlaufvermögen	
100	Flüssige Mittel	
1010	Kapitaleröffnungskonto	20'000.00
100	Total Flüssige Mittel	20'000.00
10	Total Umlaufvermögen	20'000.00
Total Aktiven		20'000.00

Bilanz per 30.11.2023Währung CHF
DeXentra GmbH

Nummer	Bezeichnung	Saldo
Passiven		
28	Eigenkapital (juristische Person)	
280	Grund-, Gesellschafter- oder Stiftungskapital, ggfs. gesondert nach Beteiligungskategorien	
2800	Stammkapital	-20'000.00
280	Total Grund-, Gesellschafter- oder Stiftungskapital, ggfs. gesondert nach Beteiligungskategorien	-20'000.00
28	Total Eigenkapital (juristische Person)	-20'000.00
Total Passiven		-20'000.00