

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

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

ARCALINK CORP

Private Placement Memorandum

Purchase of GAI TOKENS
Regulation D Offering – \$5,000

SEE “TERMS OF THE OFFERING” FOR PRICING AND OTHER INFORMATION
JUNE 18, 2025

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by Arcalink Corp, a corporation incorporated under the laws of the Republic of Panama on 5th April 2024 and trading as GraphAI. (“**We**”, “**we**”, “Arcalink Corp.”, the “**Corporation**”, or the “**Issuer**” interchangeably), for use by certain prospective qualified purchasers (each, a “**Purchaser**” and collectively, the “**Purchasers**”) to whom the Corporation is offering (the “**Offering**”) the opportunity to purchase GAI Tokens, which are ERC-20 tokens (“GAI Tokens” or “Tokens”), for use on the Corporation’s associated website and services (“GraphAI Framework”). The foregoing right to acquire GAI Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the GAI Tokens (as may be amended, restated and/or otherwise modified from time to time, a “**TPA**”; and together with the GAI Tokens, the “**Interests**”) to be entered into between the Corporation and the qualified purchasers purchasing such Interests in the Offering.

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

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

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

Unless otherwise indicated herein, all references to the number of GAI Tokens set forth in this Private Placement Memorandum refers to the total minted supply of 100,000,000 GAI Tokens.

Unless otherwise provided by the Corporation, all purchases must be made via the offering platform at <https://republic.com/graph-ai> (the “**Offering Platform**”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made exclusively in USD Coin (USDC ERC-20) or USDT (Tether ERC-20) during the Offering Period (as defined in “**Terms of the Offering**”). Purchase may also be made through payment processor Zero Hash, although those that can leverage Zero Hash are only able to pay with USDC on the following networks: Arbitrum, Avalanche, Base, Ethereum, Optimism, Polygon, Solana, SUL. The Corporation reserves the right to discontinue accepting any type of consideration in its sole discretion. The USD exchange rate for USDC shall be determined solely by the Corporation or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuations in

the rate of exchange and, in the case of digital assets, the exchange valuations. Such fluctuations may have an adverse effect on the value, price or returns of a purchase. Purchasers may receive a number of GAI Tokens rounded down to one (1) decimal place.

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

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

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

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

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

A purchase of the GAI Tokens involves a high degree of risk, including the risk of a total loss of principal, volatility and illiquidity. A prospective purchaser should thoroughly review the confidential information contained herein and the terms of the applicable Offering Documents, and carefully consider whether a purchase of the GAI Tokens or receipt of GAI Tokens is suitable to such prospective purchaser’s financial condition and goals. See “Risk Factors” below.

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

THIS OFFERING IS MADE ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN SECTION 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE GAI TOKENS IS PERMITTED UNDER APPLICABLE LAW. ONLY PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR PRESENT LIQUIDITY WITH RESPECT TO THIS PURCHASE SHOULD CONSIDER PURCHASING THE GAI TOKENS IN ACCORDANCE WITH APPLICABLE LAW AND ON THE TERMS SET FORTH IN THE APPLICABLE OFFERING DOCUMENTS PROVIDED TO YOU IN CONNECTION HEREWITH BECAUSE: (I) A PURCHASE OF THE GAI TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS” BELOW); AND (II) NO MARKET FOR THE GAI TOKENS CURRENTLY EXISTS AND SUCH MARKET MAY NEVER EXIST.

FURTHER DISCLAIMERS

This Offering is being conducted on the platform found at <https://republic.com> (the “**Republic Platform**”), that is operated for the benefit of ODB (defined below). ODB is a registered FINRA/SEC broker dealer. ODB is not purchasing the GAI Tokens, as such GAI Tokens are being sold in this Offering (except as otherwise described in “Certain Relationships and Related-Party Transactions” herein) and is not required to sell any specific number or dollar amount of GAI Tokens in this Offering.

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

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

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

ZERO HASH DISCLAIMER

ZERO HASH LLC (“**ZERO HASH**”), THE PAYMENT PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. ZERO HASH MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENTS ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. ZERO HASH’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSE OF ACTING AS A SERVICE PROVIDER AND DOES NOT CONSTITUTE INVESTMENT ADVICE. ZERO HASH SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM PARTICIPATION IN THIS OFFERING.

NASAA UNIFORM DISCLOSURE

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

FOR ALL NON-U.S. INVESTORS

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

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS (\$) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS (\$), THE

CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH ANY FUND PORTFOLIO ASSET OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

Suitability Disclosures

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

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

TABLE OF CONTENTS

CERTAIN NOTICES	6
SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS	8
OVERVIEW	9
TERMS OF THE OFFERING	12
RISK FACTORS	17
USE OF PROCEEDS	27
DILUTION	28
MANAGEMENT OF THE CORPORATION	29
MEMBER COMPENSATION	30
CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS	31
SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE CORPORATION	33
DESCRIPTION OF GAI TOKENS	34
DESCRIPTION OF THE GRAPHAI FRAMEWORK	37
PLAN OF DISTRIBUTION	41
NOTICE TO PURCHASERS	47
TAX CONSIDERATIONS	52
ADDENDUM A – FORM OF TOKEN PURCHASE AGREEMENT	
ADDENDUM B – GAI TOKEN TERMS AND CONDITIONS	
ADDENDUM C – PAYMENT PROCEDURES	

CERTAIN NOTICES

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

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

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

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

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

No person has been authorized to make any statements concerning the Corporation or the delivery of the GAI Tokens discussed herein other than as set forth in this Private Placement Memorandum, the Republic Platform, or the Offering Platform, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the GraphAI Framework and the GAI Tokens that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Corporation will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this Offering and other relevant matters to the extent the Corporation possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the GAI Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

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

The Private Placement Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the U.S. Securities and Exchange Commission (the "**SEC**") nor any other U.S. federal, state, or foreign regulatory authority has approved of this Offering. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Private Placement Memorandum, nor is it intended that the foregoing authorities will do so.

Prospective purchasers are not to construe this Private Placement Memorandum as investment, legal, tax, regulatory, financial, accounting, or other advice, and this Private Placement Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the GAI Tokens, a prospective purchaser should consult with its own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such purchase.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Private Placement Memorandum contains estimates and forward-looking statements. All statements other than statements of historical fact are forward-looking statements. The words “may,” “might,” “will,” “could,” “would,” “should,” “expect,” “plan,” “anticipate,” “intend,” “seek,” “believe,” “estimate,” “predict,” “potential,” “continue,” “contemplate,” “possible,” and similar words are intended to identify estimates and forward-looking statements. Such forward-looking statements, including the intended actions and performance objectives of the Corporation and the GAI Tokens are based largely on current expectations and projections about future events and trends.

These forward-looking statements are subject to a number of known and unknown risks, uncertainties, assumptions, and other important factors, including those described under “Risk Factors”, that could cause the actual results, performance, or achievements of the Corporation or the GAI Token to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could cause our forward-looking statements to differ from actual outcomes include, but are not limited to those described under the section entitled “Risk Factors” and the following:

- the anticipated development, design, and growth of the GraphAI Framework;
- regulatory developments and their effect on the GraphAI Framework, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and the GraphAI Framework, both in the U.S. and internationally;
- the ability of the GraphAI Framework to develop a user base for its products and a successful business model;
- our future financial performance, including our expectations regarding our operating and research and development expenses and our ability to achieve and maintain future profitability;
- the impact of competition in our industry and innovation by our competitors;
- the anticipated trends, growth rates and challenges in our business and in the cryptocurrency market;
- our liquidity and working capital requirements;
- our ability to obtain additional working capital and raise additional financing;
- our anticipated growth and growth strategies and our ability to effectively manage that growth and effect these strategies;
- maintaining our relationships with third parties;
- our ability to adequately maintain, protect and enhance our intellectual property;
- the effect on our business of litigation to which we are or may become a party;
- our ability to maintain an effective system of internal controls necessary to accurately report our financial results and prevent fraud; and
- the estimates and estimate methodologies used in preparing our financial statements.

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

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

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

OVERVIEW

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

GraphAI Framework Overview

GraphAI is a flexible framework for indexing and structuring blockchain data designed to enable the expansion of the scope and intelligence of blockchain applications across various industries. Core Components of GraphAI include:

- a. **Blockchain Data Indexing:** GraphAI implements an indexing system that processes both historical and real-time blockchain data. This system allows for querying and retrieval of blockchain information, forming the foundation for all subsequent data processing and AI applications.
- b. **Customizable Sub-Indexes:** Developers and users can create tailored sub-indexes based on specific criteria or data points within the blockchain. These sub-indexes enable focused and efficient data retrieval for specialized applications potentially reducing query times and computational overhead.
- c. **Vector Database Integration:** Sub-indexes are stored in high-performance vector databases, optimizing them for AI and machine learning operations. This storage method allows for rapid similarity searches and efficient processing of high-dimensional data, crucial for many AI applications.
- d. **Knowledge Graph Construction:** GraphAI incorporates a dynamic knowledge graph that maps relationships and contexts within the blockchain data. This graph enhances the semantic understanding of the data, enabling more intelligent and context-aware AI applications.

GAI Tokens are fungible cryptographic tokens built on the Ethereum mainnet upon the ERC-20 technical standard used for smart contracts on the Ethereum blockchain and can be stored in any Ethereum-compatible wallet. The token economy underpins the above mission by incentivizing contributors.

Terms of Offering

The Corporation plans to deliver GAI Tokens after the “Token Generation Event” or “TGE” defined as the date when the GAI Tokens are initially broadly publicly released by the Corporation for use on the GraphAI Framework, if ever. It is anticipated that the Token Generation Event will occur within twelve (12) months of the final day of the Offering Period (the “**Deadline Date**”). If (i) there is no Token Generation Event on or before the Deadline Date, or (ii) the Corporation is subject to a Dissolution Event, this Agreement will be unwound and the Corporation shall pay Purchasers - subject to permissibility under applicable bankruptcy laws and other laws - the Purchase Amount, net of applicable taxes and expenses incurred in connection with (i) the offering of the Tokens as well (ii) the development of the GraphAI Framework until the date of the unwinding (“**Unwinding Payment**”), as soon as reasonably practicable after the Deadline Date or the Dissolution Event. Although the

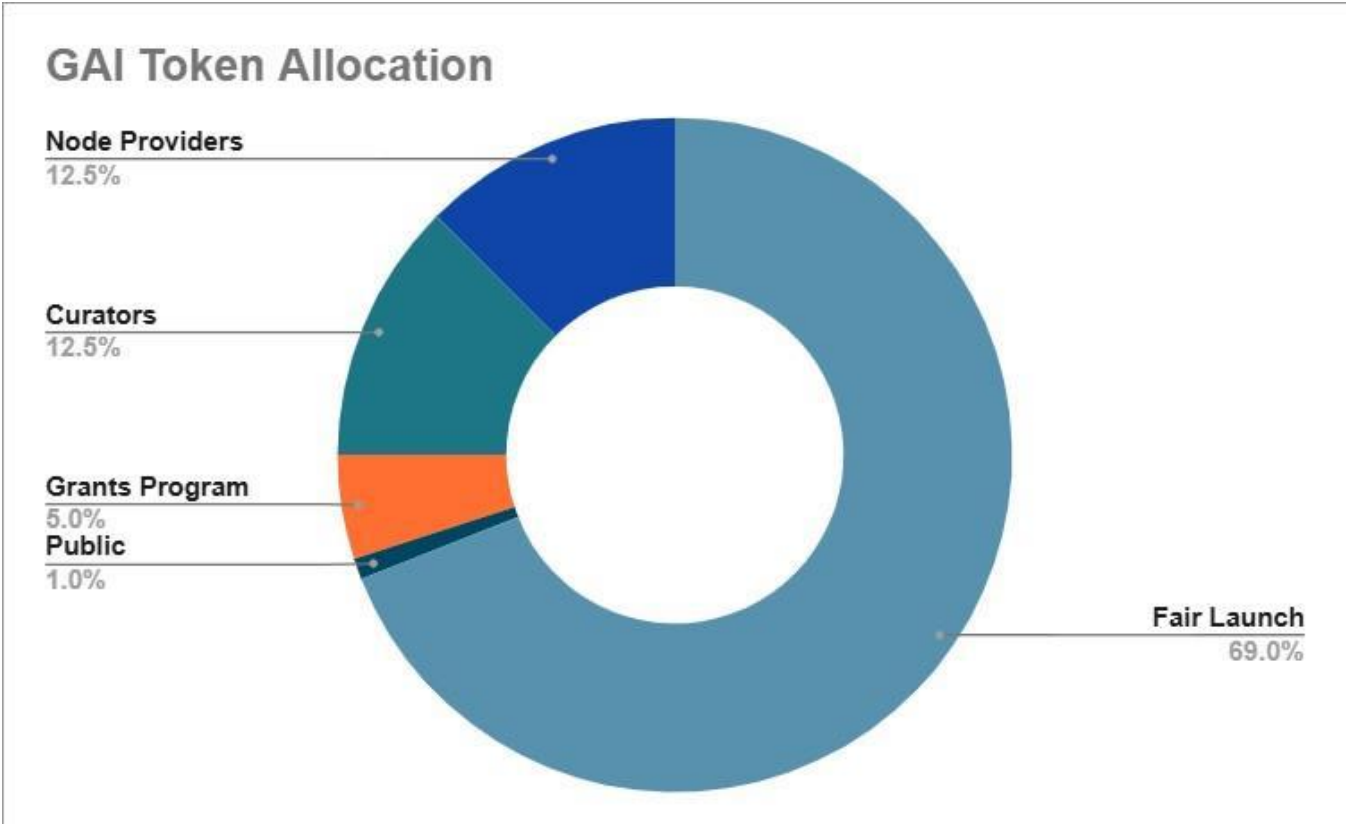
Corporation will make commercially reasonable efforts to unwind the Agreement and pay the Unwinding Payment, there is no guarantee that any funds will be available for the payment of the Unwinding Payment. See “Use of Proceeds” below for further discussion of the Corporation’s use of any capital raised in the Offering.

In connection with this Offering, we are offering you and certain other prospective purchasers the opportunity to purchase GAI Tokens on the terms and conditions set forth under “Terms of the Offering”. This Offering is made only to persons who can demonstrate (in a manner acceptable to the Corporation) their status as an “accredited investor” under U.S. federal securities laws via the sale website at <https://republic.com/graph-ai>. The Corporation may terminate such sales at any time prior to the sale of any and all GAI Tokens in its sole discretion.

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

Token Distribution

A total supply of 100,000,000 will be created in the initial minting processes.



Distribution Schedule

The distribution schedule for the GAI Tokens at the Token Generation Event is described below.

Allocation	Tokens	%
Fair Launch	69,000,000	69%
Public	1,000,000	1%
Grants Program	5,000,000	5%

Curators	12,500,000	12.5%
Node Providers:	12,500,000	12.5%
Total Token Allocation:	100,000,000	100%

Fair Launch: A total number of 69,000,000 GAI Tokens, equal to 69 percent (69.0%) of the total network supply of GAI Tokens, is allocated to the fair launch of the Corporation. A subset of GAI Tokens from this allocation, to be determined at the Company’s discretion, will be inserted into a liquidity pool of assets on Base, priced at \$0.05 per GAI Token. GAI Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in Plan of Distribution.

Public: A total number of 1,000,000 GAI Tokens, equal to one percent (1.0%) of the total network supply of GAI Tokens, is allocated to the public. GAI Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in Plan of Distribution.

Grants Program: A total number of 5,000,000 GAI Tokens, equal to five percent (5.0%) of the total network supply of GAI Tokens, is allocated to the Corporation’s grant’s program. GAI Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in Plan of Distribution.

Curators: A total number of 12,500,000 GAI Tokens, equal to twelve and one half percent (12.5%) of the total network supply of GAI Tokens, is allocated to the curators who validate, enrich, and maintain sub-indexes to ensure data quality and accuracy. GAI Tokens under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in Plan of Distribution.

Node Providers: A total number of 12,500,000 GAI Tokens, equal to twelve and one half percent (12.5%) of the total network supply of GAI Tokens, is allocated to node providers who host sub-indexes, enable efficient data retrieval, and earn tokens for service contributions. under this distribution category are subject to varying delivery restrictions, lock-up schedules, and vesting schedules as described in Plan of Distribution.

Initial Launch of the GAI Tokens

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

Overview of Transfer Restrictions Discussed in this Memorandum

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

TERMS OF THE OFFERING

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

<i>Issuer/Seller:</i>	GraphAI, a Panamanian Corporation.
<i>TPAs:</i>	The expected number of GAI Tokens to be sold in this Offering is 100,000 GAI Tokens, which the Corporation has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Investors –Public allocation. Any unsold GAI Tokens can be re-allocated by the Corporation in its sole discretion.
<i>Purchaser Qualifications:</i>	Each Purchaser must be an “accredited investor” as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
<i>Offering Size:</i>	US\$ 5,000 subject to increase dependent on demand.
<i>Period of Offering:</i>	From June 24th 2025 to July 1st, 2025 (the “ Offering Period ”). The Corporation reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Corporation in its sole discretion by posting a Memorandum supplement on the Offering Website. The offering deadline is subject to be extended at the company’s sole discretion.
<i>Price:</i>	<p>Purchaser may purchase TPAs through the following options (and note that the Corporation may increase or decrease the initial supply of any option at its discretion, meaning that the ultimate number of GAI Tokens available for purchase may be higher or lower than the amount displayed below):</p> <p>Regulation D Offering Price: US\$0.05/GAI Token Delivery Restrictions: Purchased Tokens will be delivered as described below in “Delivery of GAI Tokens”. GAI Tokens sold in this Offering will be subject to a lockup period as per local law, which is one year for purchases within the U.S. GAI Tokens sold in this Offering will have 25% distributed on July 12th, 2025 and the remaining vested tokens released linearly over 3 months.</p>
<i>Restricted Period:</i>	Prior to the expiration of the six months period following the TPA purchase (the “Restricted Period”), the Purchaser will not offer, sell, pledge, or otherwise transfer the Interests, unless, including where applicable, Securities Act Rule 144.
<i>Subscription Amounts:</i>	The minimum investment amount is \$250 for individual Purchasers and \$250 for entity Purchasers. The maximum subscription amount is \$1,000. Such amounts may be modified by the Corporation in its sole discretion.

Delivery of GAI Tokens:

After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“**KYC/AML**”) or Know-Your-Business (“**KYB**”) screening processes have been completed by ODB and by GraphAI and all contributions pursuant to this Offering have been collected, if there is a Token Generation Event, on or before the Deadline Date (as defined herein), GAI Tokens will be delivered to an ERC-20-compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.

Token Exchange:

Following the Token Generation Event, a Purchaser of TPAs will receive GAI Tokens, subject to terms and conditions of the TPA (the “**Token Exchange**”).

Means of Purchase:

Purchasers must access the Offering Platform at <https://republic.com/graph-ai> and be subject to the Offering Documents.

Form of Payment for TPA:

The Purchase Amount can be paid in USD Coin (USDC ERC-20) and USDT (Tether ERC-20). Purchase may also be made through payment processor Zero Hash, although those that can leverage Zero Hash are only able to pay with USDC on the following networks: Arbitrum, Avalanche, Base, Ethereum, Optimism, Polygon, Solana, SUI.

The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Cash received in connection with the Purchase Amount will be directly transferred to the Corporation. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, if permitted by applicable laws (in particular anti-money laundering laws) it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering.

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

refunded. For all accepted purchases, the Corporation will bear the cost of any gas costs and/or other fees to deliver the Tokens to the Purchaser.

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded. The Purchaser acknowledges and agrees that, under applicable laws, the Corporation may not be permitted to refund, or may be obligated to block movement of or transfer received funds to competent authorities.

Zero Hash

Investors should be aware that ODB's refund and surplus payment policies with respect to payments made through Zero Hash may limit or eliminate refunds depending on the amount overpaid and associated transaction costs:

Given associating servicing costs, refunds will only be issued for overpayments in dollar amounts greater than or equal to \$25 (an "**Eligible Refund**"). Transaction costs ("**Gas Fees**") associated with Eligible Refunds will be deducted from the applicable Eligible Refund, with any remainder transmitted to the Investor.

Refunds will be made in USDC on the Avalanche network and credited to the investor's Republic Wallet, regardless of the original payment currency or wallet.

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

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

Examples:

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

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

Refunds are currently processed manually, which may result in processing delays to be handled on a best efforts basis to

resolve in an expedient manner. Investors should carefully review payment instructions to avoid errors leading to unrecoverable amounts. Investors should also ensure they establish a Republic Wallet to avoid forfeiting any refunds they may be eligible to receive.

Examples of Fees Incurred During Purchase of GAI Tokens:

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

Example 1: Purchaser wants to purchase 10,000 GAI Tokens at \$0.05 per GAI Token using cryptocurrency. The purchase price will be \$500. Purchaser will not incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.

Dissolution Event:

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

Upon the occurrence of either (a) a Dissolution Event prior to the Deadline Date, or (b) the transfer of any GAI Tokens purchased hereunder pursuant to the Restricted Period, the Corporation shall pay, after the payment of all other creditors, the Unwinding Payment due and payable to the Purchaser immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any Members of the Corporation.

Documentation:

In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Corporation, 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); and (3) completion of KYC/AML or KYB (if applicable) screening requirements (collectively, the “**Closing Requirements**”).

Governing Law

The TPAs and the underlying GAI Tokens will be governed by the laws of the Republic of Panama

Use of Proceeds:

See “Use of Proceeds”.

Republic Service Providers

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

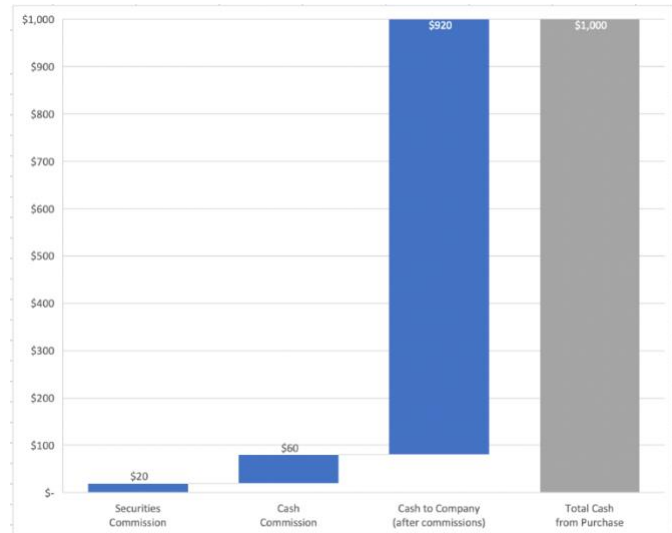
- (i) a cash fee that is the greater of (A) \$12,000 or (B) six percent (6.0%) of the dollar value of the securities issued to Purchasers pursuant to the

- (ii) combined proceeds of each Offering at the time of closing (the “*Cash Commission*”), and a securities commission equivalent to 2.0% of the dollar value of the securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing (the “*Securities Commission*”).

Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or made any assurances as to the completeness, accuracy or reliability of any such information provided by the Corporation.

Graphical Representation of Purchase

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



RISK FACTORS

A purchase of GAI Tokens involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Private Placement Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which the GraphAI Framework, the GAI Tokens, and their related operations and prospects could suffer. They may also be harmed by additional risks and uncertainties not currently known or that we currently do not believe to be material.

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

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

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

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

The Corporation is developing the GAI Tokens to be used for incentivizing contributors of the GraphAI Framework. Subject to applicable law and the cautionary statements and risk factors contained in this Private Placement Memorandum, upon the GAI Token Generation Event, the GraphAI Framework will accept any duly presented GAI Tokens in exchange for privileges and other benefits related to such GAI Tokens from time to time on the GraphAI Framework.

The precise terms of the privileges and other benefits of the GAI Tokens will be determined by the Corporation as the owner of the GraphAI Framework in its sole and absolute discretion from time to time. Such privileges and benefits will initially be determined by such person on or around the GAI Token Generation Event and may be amended thereafter at any time and without notice to, or consent from, any holder of GAI Tokens. Any such determination or amendment shall not be a breach of the terms of this Offering.

The GAI Tokens are provided on an “as is” and “as available” basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the GAI Token is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the GAI Tokens shall be at your own risk. In no event shall the Corporation be held liable in connection with or for any claims, losses, damages, or other liabilities, whether in contract, tort, or otherwise, arising out of or in connection with the GAI Tokens or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the GraphAI Framework or the integration of the GAI Tokens into the GraphAI Framework.

While the GAI Tokens are available only to contributors that are not Prohibited Persons there is the possibility that GAI Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring GAI Tokens and, accordingly, the risk factors set out below may include certain risk factors specific to certain jurisdictions even though the Corporation will not at present make the GAI Tokens available at this time to persons from such jurisdictions.

BY PARTICIPATING IN ANY ACQUISITION OF TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS RELATED THERETO INCLUDING (WITHOUT LIMITATION) THE RISKS SET OUT BELOW.

No Guarantee that GAI Tokens Will be Released. Many factors could influence the success of the Corporation and the GAI Tokens, some of which are out of the Corporation's control, and there can be no guarantee that the Corporation will ultimately be successful in deploying and delivering the GAI Tokens. The Corporation may change its plans for issuing the GAI Tokens for a variety of reasons, including a change in business plan, technological challenges, lack of perceived demand, or other reasons. Finally, if the Corporation ceases operations, agrees to assign its assets and liabilities to a third party for the benefit of creditors in the case of insolvency, or engages in liquidation or winding up, it may never issue the GAI Tokens. If the Token Generation Event does not occur or for other reasons the Corporation does not issue the GAI Tokens as planned, Purchasers will not receive some or all of their GAI Tokens. The Corporation has sole discretion to determine when, or if, the Token Generation Event occurs.

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

Risk of Losing Access to GAI Tokens Due to Wallet Incompatibility. Your cryptocurrency wallet must be ERC-20-compatible and possess technical infrastructure that is compatible with the receipt, storage, and transfer of the GAI Tokens. Non-compatible wallet addresses will not be accepted, and any attempt to transfer GAI Tokens to a non-compatible wallet address may result in the loss of such GAI Tokens. In addition, your wallet address must not be associated with a third-party exchange or service that has custody over the private key. The Corporation reserves the right to prescribe additional conditions relating to specific wallet requirements at any time, acting in its sole discretion.

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

Risks Associated with the Overarching Blockchain Industry in Which the GraphAI Framework Operates. The growth of the blockchain industry in general, is subject to a high degree of uncertainty regarding consumer adoption and long-term development. The factors affecting the further development of the cryptocurrency and crypto assets industry, as well as blockchain networks, include without limitation, the worldwide growth in the adoption and use of digital assets and other blockchain technologies; governmental and quasi-governmental regulation of digital assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems; the maintenance and development of the open source software protocol of blockchain networks; changes in consumer demographics and public tastes and preferences; the availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using government-backed currencies or existing networks; the extent to which current interest in cryptocurrencies represents a speculative "bubble"; general economic conditions in the United States and the world; the regulatory environment relating to cryptocurrencies and blockchains; and a decline in the popularity or acceptance of cryptocurrencies or other blockchain-based tokens. The digital assets industries as a whole have been characterized by rapid changes and innovations and are constantly evolving. Although they have experienced significant growth in recent years, the slowing or stopping of the development, general acceptance and adoption, and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of GAI Tokens.

Risks Associated with Your Credentials. Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your GAI Tokens. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct wallet address to which to send your GAI Tokens. If you give us the incorrect address to which to send your GAI Tokens, we are not responsible for any loss of GAI Tokens that may occur.

Purchasers are Responsible for Securing and Maintaining their Private Keys and Otherwise Following Cybersecurity Best Practices. Failure to do so May result in the Loss of all the Purchaser's GAI Tokens. The GAI Token balances are associated with the Purchasers' respective wallets with the Purchasers' respective token public keys, which in turn are associated with the Purchasers' specific token private keys. Each Purchaser is responsible for knowing such Purchaser's private key and keeping it safe and a secret. A private key, or a combination of private keys, is necessary to control and use GAI Tokens stored in a digital wallet or vault. The loss of one or more of a Purchaser's private keys associated with such Purchaser's digital wallet or vault storing the GAI Tokens will result in the loss of the Purchasers' GAI Tokens. The Corporation will never ask for Purchasers' private keys, and Purchasers should never share any private keys with anyone. Further, the Purchaser is responsible for becoming and staying educated on best practices for securely keeping private keys, protecting any relevant personally identifiable information, and on cybersecurity best practices more generally. Holders of crypto assets can be targeted by hackers in many ways which are out of our control. Holders' private keys can also be stolen. Any third party that gains access to one or more of Purchaser's private keys, including by gaining access to login credentials of a hosted wallet service used by the Purchaser, may be able to misappropriate Purchaser's GAI Tokens. The Corporation has no control over such attacks and cannot stop hackers from stealing private keys of users. The Corporation will further accept no liability and will not reimburse the Purchaser for any theft of private keys or any malfunction of wallet software. As a result, any loss of the Purchaser's GAI Tokens due to such theft or malfunction or unauthorized use of any private keys may be final and result in the complete loss of the Purchaser's GAI Tokens purchased hereunder.

Risk of Unfavorable Regulatory Action in One or More Jurisdictions. Blockchain technologies and cryptographic tokens have been the subject of scrutiny by various regulatory bodies around the world. Blockchain technology allows new forms of interaction, and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which regulations may be contrary to the current setup of the GAI Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the GAI Tokens and such smart contract systems, including its termination and the loss of GAI Tokens.

The regulatory status of cryptographic tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulations with respect to such technology and its applications, including specifically (but without limitation to) the GraphAI Framework and GAI Tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including specifically (but without limitation to) the GAI Tokens. Regulatory actions could negatively impact the GAI Tokens in various ways, including, for purposes of illustration only, through a determination that Tokens are a regulated financial instrument that requires registration, licensing, recordkeeping, reporting, or restriction. The Corporation may cease operations in a jurisdiction if regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. The functioning of the GAI Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the GAI Tokens, which restrictions could impede, limit, or end the development of the GAI Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the GAI Tokens, are or may be subject to a variety of federal, state, and international laws and regulations, including those with respect to KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, foreign exchange controls money transmission, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the GAI Tokens could be enacted, which could impact the utility of the GAI Tokens in the GraphAI Framework. Additionally, users of the GraphAI Framework are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. If any of these parties fail to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the GAI Tokens, including the utility of GAI Tokens with respect to the GraphAI Framework, including any applications that are built in connection with the GraphAI Framework.

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

We are not Licensed to Conduct a Virtual Currency Business in New York and do not Currently Intend to Become Licensed in any Other State. We Have Taken the Position that the New York's BitLicense Regulatory Framework does not Apply to our Offer and Sale of the Interests. It is Possible, however, that the New York State Department of Financial Services could Disagree with our Position. We are not licensed to conduct a virtual currency business in New York or any other state. We

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

It is possible that the New York State Department of Financial Services could disagree with our position. If we were deemed to be conducting an unlicensed virtual currency business in New York, we could be subject to significant additional regulation and/or regulatory consequences and/or be required to no longer make the GraphAI Framework or the Interests available in New York or to New York residents. Other states may take a similar position in the future. Any of these outcomes may negatively affect GAI Tokens, including its further development, or the value of the GAI Tokens and/or could cause us to cease operations in New York or any other states requiring a license for our activity.

We are not Licensed as a Money Transmitter under State Law or Registered as a Money Services Business under Federal Law, and our business may be adversely affected if we are required to do so. We believe that we are not a money transmitter under state law or a money services business under federal law in the United States when we offer the GraphAI Framework to developers. Further, we do not generally or specifically target U.S. Persons (as defined under the Securities Act) or residents to be users of the GraphAI Tokens. If we were deemed to be a money transmitter under state law and/or money services business under federal law, we would be subject to significant additional regulation and costs. This could lead to significant changes with respect to operations of the GraphAI Framework, the GAI Tokens, suspensions in the operation of the GraphAI Framework, the GAI Tokens or certain of its components, changes in how the GAI Tokens are structured, changes in how they are issued and other regulatory or business consequences and would greatly increase our costs in creating and facilitating transactions of the GAI Tokens. It could also lead to a decrease in value of GAI Tokens. In addition, a regulator could take action against us if it views our activity regarding the GraphAI Framework or the GAI Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the GAI Tokens and/or could cause the Corporation to cease operations in certain states or nationwide.

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

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

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

Risk of Alternative, Unofficial Platforms. Following the issuance of the GAI Tokens, it is possible that alternative applications or platforms could be established, which use the same or similar open-source code and protocol underlying the GAI Tokens. The GAI Tokens may have no intrinsic value with respect to such alternative applications. The GAI Tokens may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the GAI Tokens.

Assertions by Third Parties of Infringement or other Violation by Us of Their Intellectual Property Rights Could Harm our Ability to Develop the GraphAI Framework and the GAI Token. Third parties may in the future assert that we have infringed, misappropriated, or otherwise violated their copyrights, patents, and other intellectual property rights, and as we face increasing competition, the possibility of intellectual property infringement claims against us grows. Various laws and regulations govern the copyright and other intellectual property rights associated with the GraphAI Framework. Existing laws and regulations are evolving and subject to different interpretations, and various legislative or regulatory bodies may expand current or enact new laws or regulations. We cannot assure you that we are not infringing or violating any third-party intellectual property rights, or that we will not do so in the future. In addition, internet and technology companies are frequently subject to litigation based on allegations of infringement, misappropriation, or other violations of intellectual property rights. Many companies in these industries, including many of our competitors, have substantially larger patent and intellectual property portfolios than we do, which could make us a target for litigation as we may not be able to assert counterclaims against parties that sue us for patent,

or other intellectual property infringement. By their nature, media platforms feature content protected by intellectual property laws and may be fora for the publication of content that has infringed upon the intellectual property rights of others.

It is difficult to predict whether assertions of third-party intellectual property rights or any infringement or misappropriation claims arising from such assertions will substantially harm our business, operating results, and financial condition. If we are forced to defend against any infringement or misappropriation claims, whether they are with or without merit, are settled out of court, or are determined in our favor, we may be required to expend significant time and financial resources on the defense of such claims. Furthermore, an adverse outcome of a dispute may require us to pay significant damages, which may be even greater if we are found to have willfully infringed upon a party's intellectual property; cease exploiting copyrighted content that we have previously had the ability to exploit; cease using solutions that are alleged to infringe or misappropriate the intellectual property of others; expend additional development resources to redesign our solutions; enter into potentially unfavorable royalty or license agreements in order to obtain the right to use necessary technologies, content, or materials; indemnify our partners and other third parties; and/or take other actions that may have material effects on our business, operating results, and financial condition.

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

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

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

Risk that the GAI Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the GAI Tokens (including participant behavior) held by the Corporation or by you may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the GAI Tokens. Moreover, the Corporation may not be able to retain full and effective control over how other participants will use the GraphAI Framework, what products or services will be offered through the GraphAI Framework by third parties, or how third-party products and services will utilize GAI Tokens (if at all). This could create the risk that the GAI Tokens, as further developed and maintained, may not meet your expectations. Furthermore, despite our good faith efforts, it is still possible that the integration of the GAI Tokens into the GraphAI Framework will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the GraphAI Framework and GAI Tokens, and the potential utility of the GAI Tokens within the GraphAI Framework.

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

Long-term Viability of Crypto Assets. Crypto assets, including those like the GAI Tokens, are a new and relatively untested product. There is considerable uncertainty about their long-term viability, which could be affected by a variety of factors, including many market-based factors such as economic growth, inflation, and others. In addition, the success of crypto assets (including the GAI Tokens) will depend on the long-term utility and economic viability of blockchain and other new technologies related to crypto assets. Due in part to these uncertainties, the price of crypto assets is volatile and the GAI Tokens may be hard to sell. Further, the value of GAI Tokens may decrease over time, which may impact interest in, or the success of, the GraphAI Framework. The Corporation does not control any of these factors, including the ability of the GAI Tokens to maintain their value over time.

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

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

Risks from Taxation. The tax characterization of the GAI Tokens is uncertain and subject to change, as described above, which may lead to inefficient tax outcomes for Purchasers and/or the Corporation and/or its affiliates. You must seek your own tax advice in connection with acquiring, holding, and disposing of GAI Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. The purchase of Interests may result in adverse tax consequences to Purchasers, including withholding taxes, income taxes, and tax reporting requirements. Additionally, subsequent transactions in crypto assets such as the GAI Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, GAI Tokens may result in additional tax liability. Each Purchaser should consult with and must rely upon the advice of its own professional tax advisors.

Risk of Theft and Hacking. Smart contracts, software applications, and the GAI Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the GAI Tokens in any number of ways, including denial of service attacks, sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known. Any such successful attacks could result in theft or loss of GAI Tokens, adversely impacting the ability to further derive any usage or functionality from GAI Tokens. The Corporation must take appropriate steps to ensure the integrity of its smart contracts, systems, and other vectors of potential attack. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems, and communications. Furthermore, because the GAI Tokens employ open-source software, there is a risk that a third party or a member of the Corporation's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the GAI Token and negatively affect it.

You acknowledge, understand, and accept that if your private key or password gets lost or stolen, the GAI Tokens associated with your wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your wallet, may be able to misappropriate your GAI Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store GAI Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your GAI Tokens, for which the Corporation shall have no liability.

Misconduct and Errors Risks. The Corporation is exposed to many types of operational risk, including the risk of misconduct and errors by our employees, former employees, and other third-party service providers, or by users and developers on the

GraphAI Framework, whom the Corporation does not control, could be in a position to handle large amounts of sensitive and potentially proprietary information, whose exposure could result in significant liability. It is not always possible to identify and deter misconduct by employees or third-party providers, and the Corporation cannot control developers or uses of the GraphAI Framework. The precautions the Corporation takes to detect and prevent this activity, such as encryption of user data, may not be effective in controlling unknown or unmanaged risks or losses. Any of these occurrences could result in the Corporation's diminished ability to operate the business and develop the GraphAI Framework, inability to attract future developers and users, regulatory intervention, and financial harm which could negatively impact the Corporation, the growth of the Corporation, and the value of GAI Tokens.

Risk of Security Weaknesses in the GAI Tokens. The GAI Tokens consist, at least in part, of open-source software that may, in turn, be based on other open-source software. There is a risk that the Corporation or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the GAI Tokens to interfere with the use of or cause the loss of GAI Tokens.

Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography. Advances in cryptography, or technical advances such as the development of quantum computing, could present risks to cryptocurrencies (like GAI Tokens) by rendering ineffective the cryptographic consensus mechanism that underpins the GAI Tokens, which could result in the theft, loss, or decreased utility of the GAI Tokens. Smart contracts, blockchain application software, and blockchain platforms and protocols are still in an early development stage and relatively unproven. There is no warranty or assurance that the process for creating GAI Tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses, or bugs causing, inter alia, the complete loss of contributions and/or GAI Tokens.

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

Risk of an Illiquid Market for GAI Tokens. There may never be any marketplace for GAI Tokens. There are currently no exchanges upon which the GAI Tokens would trade. If exchanges do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. They may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products and have a negative impact on the GAI Tokens. To the extent that any third party ascribes an external exchange value to GAI Tokens (e.g., as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If (despite your representations to us to the contrary) you are holding GAI Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic, or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the GAI Tokens are not offered by the Corporation or its affiliates on an investment basis.

Risk of Dissolution of the GAI Tokens. It is possible that, due to any number of reasons, including development issues with the GAI Tokens, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the GraphAI Framework and/or GAI Tokens may no longer be viable as a business or otherwise and may dissolve or fail to maintain commercial or legal viability or be abandoned. There is no assurance that you will receive any benefits through the GAI Tokens.

Risk of Malfunction in the GAI Tokens. It is possible that the GAI Tokens or the GraphAI Framework malfunctions in an unfavorable way, including one that results in the loss of the GAI Tokens.

Risk Associated with Licensed Third-Party Technology. The GAI Tokens are created solely for purposes of operating and integrating with the GraphAI Framework.

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

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

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

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

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

Regulation of (i) tokens (including the GAI Tokens); (ii) cryptocurrencies; (iii) blockchain technologies; and (iv) cryptocurrency exchanges; is currently underdeveloped and is likely to evolve rapidly, vary significantly among international, national, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States, South Korea, China, Singapore, India, among other countries, are currently considering, or may in the future consider, laws, regulations, guidance, or other actions, which may severely impact the development and growth of the GAI Tokens and the Corporation. Other countries may adopt similar approaches. Failure by the Corporation or users of the GAI Tokens to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines. New or changing laws and regulations or interpretations of existing laws and regulations would likely have numerous material adverse consequences on the Corporation and the GAI Tokens. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have a material adverse impact on the value of the GAI Tokens or impede the activities of the Corporation.

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

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

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

Violation of Policies Risks. Any violation of Corporation policies and terms and conditions of use, including misuse of the GraphAI Framework and GAI Tokens, by users and GAI Token holders, may result in unforeseeable adverse impact to the GraphAI Framework out of the Corporation’s control, which may in turn potentially affect the value of GAI Tokens.

Risk of Competitors. The Corporation believes that other organizations are or may be working to develop a layer 1 blockchain ecosystem, that facilitates a "safe haven" blockchain environment or other novel technologies that may be competitive with the technology of the Corporation. Some or all of these organizations that may have technology similar to the Corporation, may have substantially greater technological expertise, experience with blockchain technologies and/or financial resources than the Corporation has, and many of them may be attempting to patent technologies that may be competitive with or similar to the technology the Corporation has developed, or attempting to reverse engineer the Corporation's technology, which may be possible as a substantial portion of the software underlying the GraphAI Framework is open source software that is generally available to the public.

Given that such open-source software is generally available to the public, a person or company could establish software technology, and networks, built using the Corporation's publicly available software. It is possible that those products would be substantially similar to and competitive with the Corporation's software and technology. If this were to occur, it is possible that the value of the GraphAI Framework and GAI Tokens could decline.

Risk of Underage Users. In certain jurisdictions, persons under the age of eighteen (18) have the ability to repudiate or disaffirm contracts entered into by those individuals, and some of the GraphAI Framework users are likely to be under the age of eighteen. As a result, the Corporation may have difficulty enforcing the terms of service and other agreements entered into with such individuals who are under the age of eighteen in connection with the operation of the Corporation's business, the GraphAI Framework, and the distribution of GAI Tokens.

Risks Associated with Issuance of Additional Tokens. In addition to the GAI Tokens that may be issued to GAI Token holders that stake GAI Tokens if and when the Corporation enables staking, additional GAI Tokens may be issued in the future in the event the Corporation, or if GAI Token holders are provided governance rights, GAI Token holders collectively determine it is in the best interest of the GraphAI Framework to do so. If such an event occurs, the value of GAI Tokens may be adversely impacted, and a GAI Token holder token holding may also be diluted as a result.

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

There may be Occasions when Certain Individuals Involved in the Development of the GraphAI Framework may Encounter Potential Conflicts of Interest, such that such a Person may Avoid a Loss, or even Realize a Gain, when other Purchasers are Suffering Losses. There may be occasions when certain individuals involved in the development of the GraphAI Framework or the Corporation may encounter potential conflicts of interest in connection with the sale of GAI Tokens described herein, such that such person may avoid a loss, or even realize a gain, when other Purchasers in such sale are suffering losses. Purchasers may also have conflicting investment, tax, and other interests, which may arise from the terms of the Offering Documents, the GraphAI Framework and its code, or other factors. Decisions made by the Corporation on such matters may be more beneficial for some Purchasers than for others.

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

Risks Associated with Potential Public Listings of GAI Tokens Could Negatively Impact Their Price. The Corporation may, in the future, list GAI Tokens on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of GAI Tokens, especially if there is significant selling activity on any such exchange. Lockups applicable to any

Interests purchased in this Offering may prevent participants in this Offering from selling their stake in GAI Tokens while such GAI Tokens remain subject to a lock-up.

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

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

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

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

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

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

USE OF PROCEEDS

The Corporation estimates that the maximum net proceeds from this Offering may be approximately \$1,000 after deducting estimated Offering expenses, less any marketing and legal expenses. The Corporation shall allocate the proceeds from the sale of Tokens, including the Purchase Amount, to the development, maintenance, and expansion of the GraphAI Framework and its associated ecosystem. This will include supporting a secure and scalable infrastructure, modeled on cutting-edge frameworks.

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

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

DILUTION

The following table summarizes the differences between the total consideration and the weighted-average price per GAI Token paid by existing token holders who have purchased or acquired GAI Tokens or rights thereto, prior to the date of this Memorandum and participants participating in this Offering at the price, or deemed price, to the public of \$0.05 per GAI Token, before deducting estimated expenses in connection to this Offering:

	Tokens Previously Purchased or Acquired	Total Consideration	Weighted- Average Price Per Token
Outstanding Tokens (or rights thereto) before this Offering:	0(1)	0	n/a
Tokens offered in this Offering:	100,000	\$5,000	\$0.05 (2)

- (1) No prior sales, distributions, or allocations of GAI Tokens have occurred prior to this sale.
- (2) GAI Tokens are being offered to contributors at an approximate price of \$0.05 per GAI Token.

MANAGEMENT OF THE CORPORATION

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

Name	Age	Functional Position
Members		
Anis Chohan	37	Founder
Mrs. Veronica Camaño	46	Director
Mrs. Zuleyka Aleman Calderon	34	Director
Maria Elena Mata Donado de Toral	69	Director

Members

Anis Chohan

Anis Chohan is the Founder of the organization, bringing extensive experience in blockchain, AI, and decentralized infrastructure. With a background in building innovative technology solutions, he leads the vision and strategic direction of the project, focusing on bridging AI, blockchain, and real-world asset integration.

Mrs. Veronica Camaño

Veronica Camaño serves as a Director, overseeing governance and operational compliance within the organization. She brings years of leadership experience in corporate management and regulatory frameworks, ensuring strategic alignment with legal and business objectives.

Mrs. Zuleyka Aleman Calderon

Zuleyka Aleman Calderon is a Director with a focus on corporate structuring and financial oversight. She plays a key role in ensuring transparent operations and efficient management, contributing to the growth and sustainability of the project.

Maria Elena Mata Donado de Toral

Maria Elena Mata Donado de Toral serves as a Director, bringing decades of experience in corporate governance, risk management, and regulatory compliance. She plays an integral role in ensuring the organization adheres to best practices in legal and financial structuring.

Foundation Composition and Risk Oversight

The Corporation is currently composed of four (4) Members. There are no family relationships among the Members of the Corporation.

MEMBER COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)
Muhammad Farooq <i>AI Engineer</i>	\$120,000/year	0.12%
Vidhan Shah <i>Web3 Engineer</i>	\$40,000/year	0%
Jessica Phillips <i>Marketing Officer</i>	\$36,000/year	0%
Ray Patel <i>Operations</i>	\$45,000/year	0%

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to a Broker-Dealer Offering Agreement with ODB, effective as of January 6, 2025 (the “**ODB Engagement Agreement**”), who has agreed to provide certain Offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the ODB Engagement Agreement will continue until the later of the date on which (i) the TPAs are no longer being listed on the Republic Platform or (ii) all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days’ prior written notice or for cause pursuant to the ODB Engagement Agreement.

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

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

- (iii) a cash fee that is the greater of (A) \$12,000 or (B) five percent (5.0%) of the dollar value of the securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing (the “**Cash Commission**”),
- (iv) a securities commission equivalent to 2.0% of the dollar value of the securities issued to Purchasers pursuant to the combined proceeds of each Offering at the time of closing (the “**Securities Commission**”), and
- (v) irrespective of the outcome of any offering, all payment processing fees including, but not limited to Stripe Inc., Zero Hash LLC and any other payment processor mutually agreed to by ODB and the Corporation. If the Offering has launched, these fees are typically the greater of \$2,500 or approximately 2% of an Offering’s proceeds.

While our management may promote the Corporation and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

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

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

Business Advisory Service Fees: \$20,000, payable to ODB, upon execution of this agreement, for services including standard, additional, or enhanced reviews of KYC, AML, diligence, compliance monitoring, CIP, financials, offering documents, and the appropriate time and effort undertaken to perform such reviews. ODB may provide additional guidance regarding the offering's size and structure, market conditions, and provide suggestive participation into other possible circumstances that may affect the Issuer. This participation is not deemed to be absolute or as legal advice and does not serve as a substitute for Issuer's own legal and regulatory representation.

Fees to Investor:

ODB shall, in its sole discretion, charge a two percent (2.0%) cash fee on gross subscriptions made by each Purchaser who subscribes to the Offering through the Platform, with a minimum fee of \$7 and a maximum of \$300 per subscription.

Indemnification and Control

The Corporation has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some, or all of the representations and warranties contained in the ODB

Engagement Agreement, and to contribute to payments that ODB may be required to make for these liabilities.

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

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE CORPORATION

As of the date of this Private Placement Memorandum, no natural person or entity has beneficial ownership of GAI Tokens that exceeds 10% of the maximum supply of GAI Tokens.

DESCRIPTION OF GAI TOKENS

Ownership of GAI Tokens

We are offering TPAs in this Offering in accordance with the terms outlined under “Terms of the Offering” above, which entitles the holders thereof to purchase GAI Tokens at a fulfillment price of \$0.05 per GAI Token. The TPAs and the GAI Tokens are subject to transfer restrictions as described under “Terms of the Offering” above.

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

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

Because a token holder’s control of the private key associated with a wallet and public key address is critical to the tokenholders control over the GAI Tokens associated with such wallet and public key address, it is necessary for holders of the GAI Tokens to ensure the security and privacy of their relevant private keys. If the private key is lost, the GAI token holder will no longer be able to control the GAI Tokens associated with such private key, which in turn will result in the token holder's inability to transfer any GAI Tokens associated with such private key. In the event, the private key is stolen or otherwise obtained by an unauthorized person, such unauthorized person will be able to control the GAI Tokens associated with such private key and may thus transfer such GAI Tokens to another person without the token holder's permission.

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

Functionality of GAI Tokens

1. Medium of Exchange for GraphAI Framework Services

GAI Tokens serve as the primary medium of exchange for accessing and utilizing GraphAI’s framework services. All service payments are made in GAI Tokens and must be paid upfront before utilization. These services may include:

- Indexing Fees – Compensation for structuring and maintaining data indices.
- Query Execution – Fees for retrieving and processing data from indexed sources.
- API Usage – Payment for accessing GraphAI’s data infrastructure via API integrations.

2. Incentivizing Curators

Curators support the framework by validating, enriching, and maintaining sub-indexes to ensure high-quality, accurate, and relevant data. To incentivize their contributions:

- A designated portion of the revenue generated from service fees is allocated to curators.
- Curator rewards are distributed proportionally based on their contributions, such as:
 - The volume of data validated.
 - The quality and effectiveness of enrichment efforts.

3. Incentivizing Node Providers

Node Providers facilitate efficient data retrieval by hosting sub-indexes and ensuring data availability. Their role is essential in maintaining the integrity and performance of the GraphAI ecosystem. To reward their contributions:

- A share of the revenue is distributed to node providers for hosting and enabling seamless access to sub-indexed data.
- Rewards are allocated based on key performance indicators, including:
 - Uptime and system reliability.
 - Data availability and consistency.
 - Query execution efficiency and response times.

Token Supply

The total supply of GAI Tokens is 100,000,000 GAI Tokens. The total supply of GAI Tokens will be allocated as described in “[Plan of Distribution](#)”.

Limited GAI Token-Related Rights

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

Secondary Markets

The GAI Token may technically be capable of being transferred on digital asset trading platforms or other venues. The Corporation does not support or encourage any use of the GAI Token beyond its stated usefulness.

DESCRIPTION OF THE GRAPHAI FRAMEWORK

Overview

GraphAI is a flexible framework for indexing and structuring blockchain data designed to enable the expansion of the scope and intelligence of blockchain applications across various industries. The Corporation's mission is to empower decentralized AI-driven data indexing and retrieval to enable scalable, dynamic blockchain-aware AI LLM use cases, leveraging RAG and fostering ownership through DEPIN. GraphAI's economic Goals include:

- a. Facilitate scalable, cost-efficient blockchain data indexing and retrieval through tokenized mechanisms.
- b. Incentivize decentralized ownership and participation via token rewards, ensuring a vibrant and active contributor base.
- c. Promote sub-index monetization, enabling users to earn from their contributions while driving equitable ecosystem growth.
- d. Tokens to empower users, curators, and node providers.

GraphAI Framework Contributors and Actors

Curators

Curators support the framework by validating, enriching, and maintaining sub-indexes to ensure high-quality, accurate, and relevant data.

Node Providers

Node Providers facilitate efficient data retrieval by hosting sub-indexes and ensuring data availability. Their role is essential in maintaining the integrity and performance of the GraphAI ecosystem.

GraphAI Core Components

Core Components of GraphAI include:

- a. **Blockchain Data Indexing:** GraphAI implements an indexing system that processes both historical and real-time blockchain data. This system allows for querying and retrieval of blockchain information, forming the foundation for all subsequent data processing and AI applications.
- b. **Customizable Sub-Indexes:** Developers and users can create tailored sub-indexes based on specific criteria or data points within the blockchain. These sub-indexes enable focused and efficient data retrieval for specialized applications potentially reducing query times and computational overhead.
- c. **Vector Database Integration:** Sub-indexes are stored in high-performance vector databases, optimizing them for AI and machine learning operations. This storage method allows for rapid similarity searches and efficient processing of high-dimensional data, crucial for many AI applications.
- d. **Knowledge Graph Construction:** GraphAI incorporates a dynamic knowledge graph that maps relationships and contexts within the blockchain data. This graph enhances the semantic understanding of the data, enabling more intelligent and context-aware AI applications.

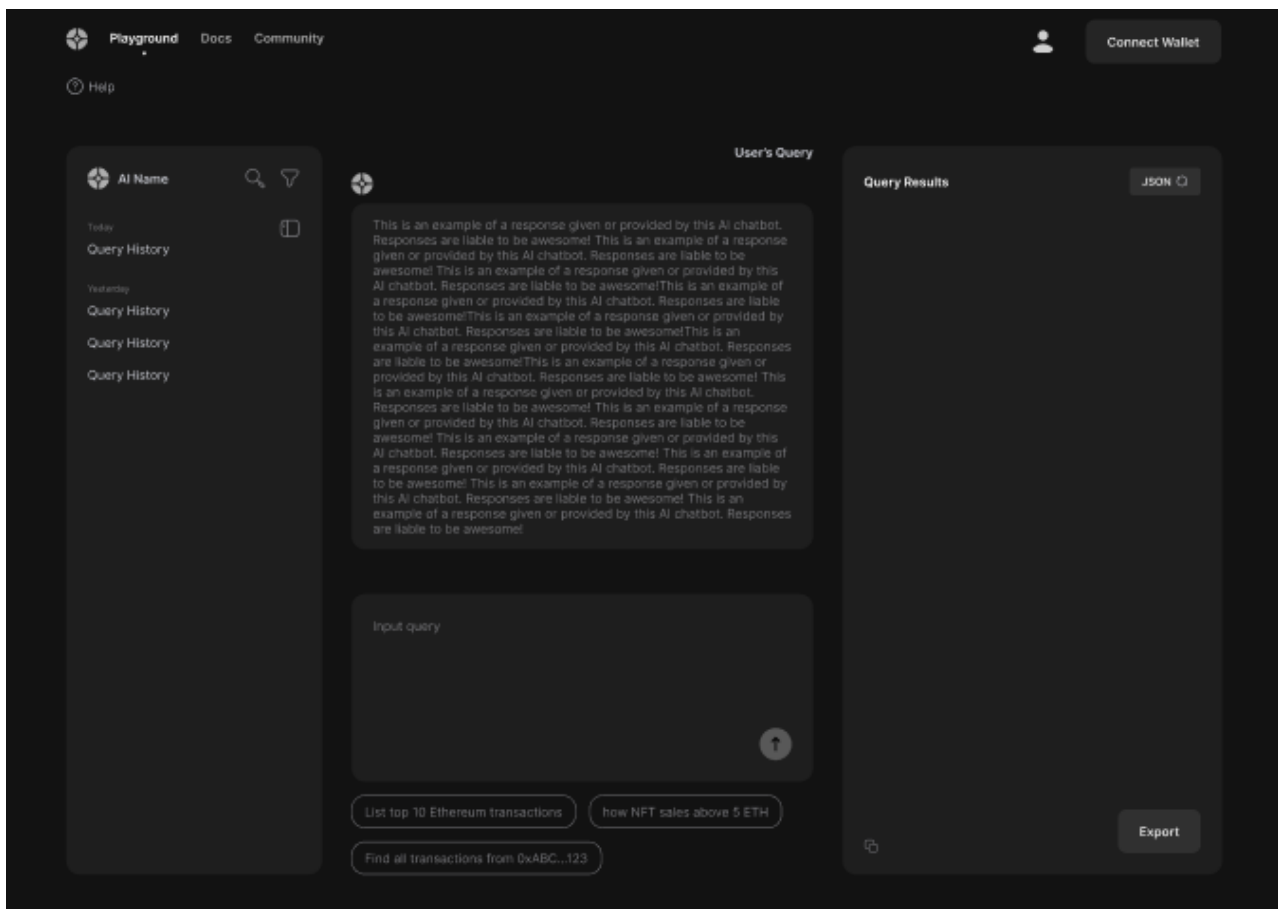
- e. **Dynamic AI Integration:** Uses RAG for real-time, blockchain-aware AI applications, unlike static solutions like The Graph.
- f. **DEPIN Ownership Model:** Enables decentralized ownership and monetization of indexing infrastructure.
- g. **Multi-Chain Scalability:** Supports cross-chain data integration for Ethereum, Solana, and more. AI-Driven
- h. **Customization:** Simplifies schema creation using natural language and LLMs.

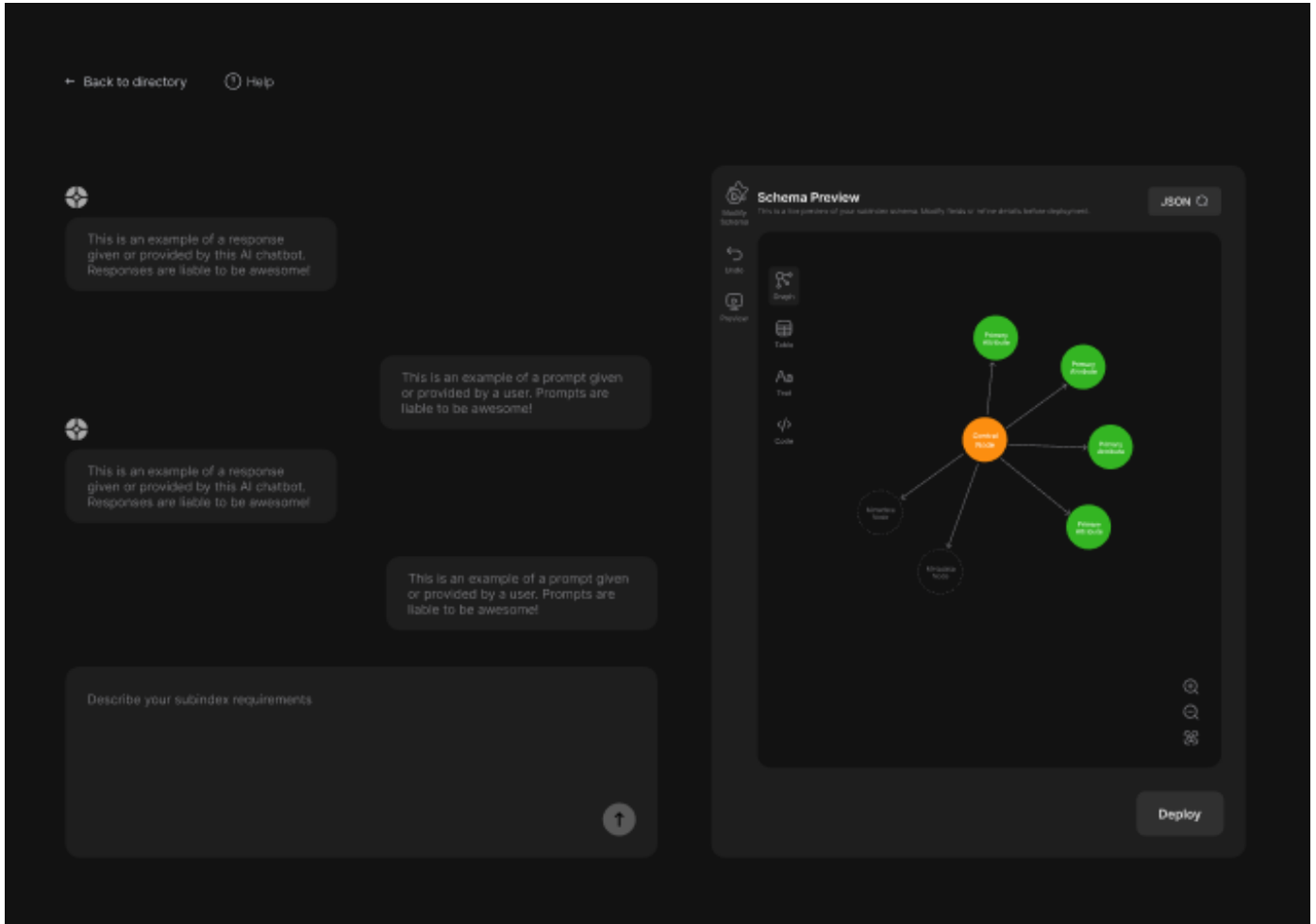
State of the Project

The GraphAI project roadmap includes:

- a. Integration with emerging blockchain protocols.
- b. Advanced natural language processing capabilities for blockchain data.
- c. Development of industry-specific pre-built indexes and knowledge graphs.
- d. Collaborative tools for community-driven index and graph enhancements.

The following images highlight some of the Corporation’s development efforts to date.





Competition

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

Competitors	Description
The Graph:	Decentralized indexing for blockchain data.
Ocean Protocol:	Decentralized data marketplace for AI.
SingularityNET:	Platform for decentralized AI tools.
Moralis/Alchemy:	Centralized blockchain API providers.

GraphAI’s unique combination of real-time data, decentralized ownership, and multi-chain scalability sets it apart from competitors, empowering developers with unmatched flexibility and precision.

PLAN OF DISTRIBUTION

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

Distribution of GAI Tokens

The 100,000,000 GAI Tokens, consisting of the total minted supply of GAI Tokens, will be distributed as follows:

Allocation	Tokens	%
Fair Launch	69,000,000	69.0%
Public	1,000,000	1.0%
Grants Program	5,000,000	5.0%
Curators	12,500,000	12.5%
Node Providers	12,500,000	12.5%
Total Token Allocation:	100,000,000	100%

Fair Launch: A total number of 69,000,000 GAI Tokens, equal to sixty nine percent (69.0%) of the total network supply of GAI Tokens, is allocated to the fair launch. A subset of GAI Tokens from this allocation, to be determined at the Company’s discretion, will be inserted into a liquidity pool of assets on Base, priced at \$0.05 per GAI Token. GAI Tokens under this distribution are fully unlocked at the TGE.

Public: A total number of 1,000,000 GAI Tokens, equal to one percent (1.0%) of the total network supply of GAI Tokens, is allocated to public investors. GAI Tokens under this distribution category are subject to varying delivery restrictions, the lock-up schedules will be in accordance with local laws, and no vesting schedules.

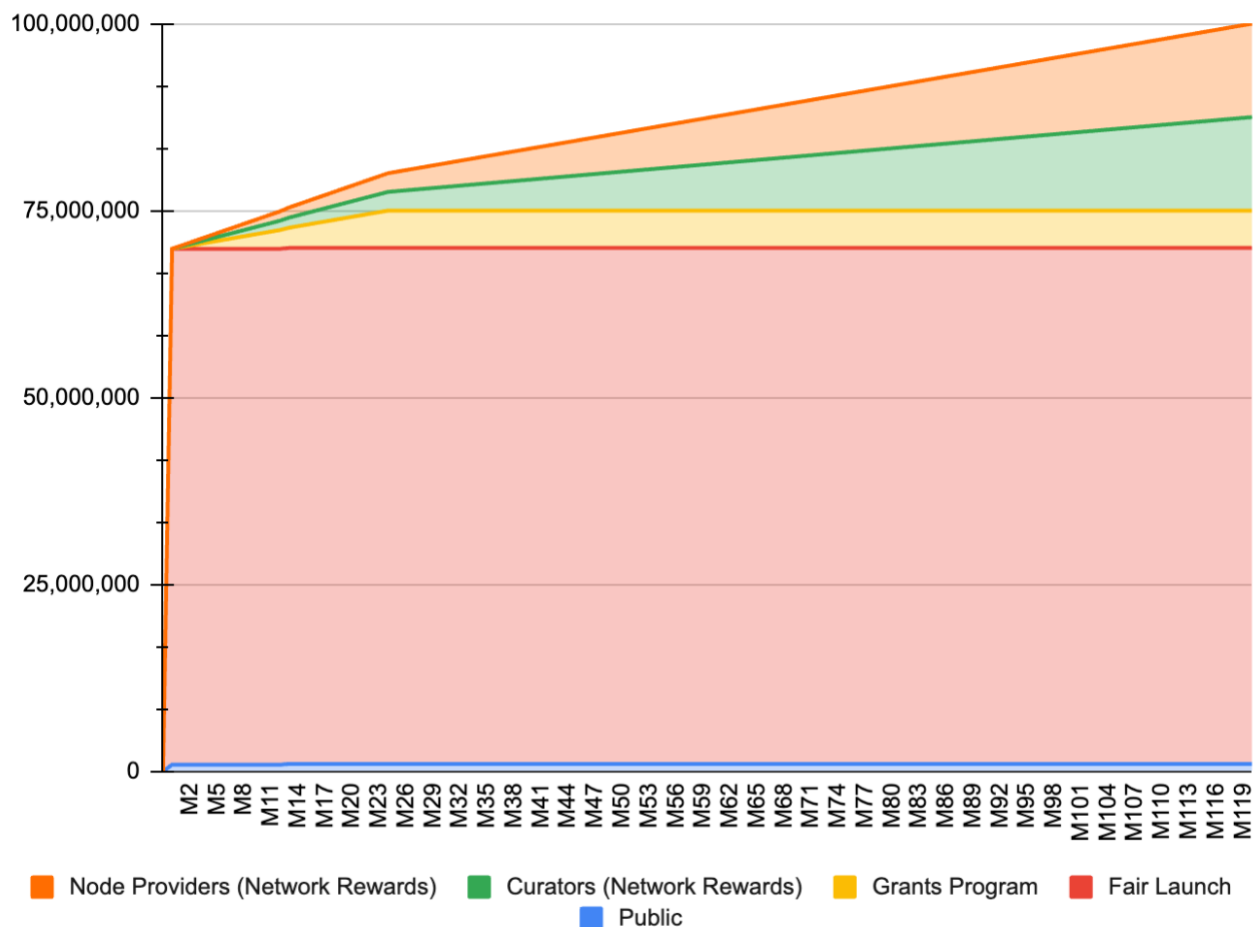
Grants Program: A total number of 5,000,000 GAI Tokens, equal to five percent (5.0%) of the total network supply of GAI Tokens, is allocated to the Corporation’s grants program. The distribution of GAI Tokens under this allocation shall be subject to a vesting schedule, with the GAI Tokens under such grants program vesting over a period of twenty-four (24) months, commencing on the sixth (6) month following the Token Generation Event until all such granted GAI Tokens have been vested on the last day of the twenty fourth month following the Token Generation Event.

Curators: A total number of 12,500,000 GAI Tokens, equal to twelve and one half percent (12.5%) of the total network supply of GAI Tokens, is allocated to the curators who validate, enrich, and maintain sub-indexes to ensure data quality and accuracy. The distribution of GAI Tokens under this allocation shall be subject to a vesting schedule, with the GAI Tokens vesting over a period of a hundred and twenty months (120), commencing after the Token Generation Event.

Node Providers: A total number of 12,500,000 GAI Tokens, equal to twelve and one half percent (12.5%) of the total network supply of GAI Tokens, is allocated to node providers who host sub-indexes, enable efficient data retrieval, and earn tokens for service contributions. GAI Tokens under this distribution category shall be distributed monthly over a period of 120 months.

GAI Token Supply Release Schedule

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



Purchaser Qualifications

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

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

- (i) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance

- company or registered investment advisor, if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by person(s) that are accredited investor(s);
- (ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
 - (iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of \$5,000,000;
 - (iv) Any director or executive officer of the Corporation;
 - (v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds \$1,000,000;
 - (vi) Any natural person who had an individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;
 - (vii) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
 - (viii) Any entity all of whose equity owners are accredited investors;
 - (ix) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
 - (x) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;
 - (xi) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;
 - (xii) Any "family office" as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940"
 - a. With assets under management in excess of \$5,000,000;
 - b. That is not formed for the specific purposes of acquiring the securities offered, and
 - c. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
 - (xiii) Any "family client," as defined in rule 202(a)(11)(G)01 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

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

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

Other Requirements

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

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

Patriot Act; Anti-Money Laundering; OFAC.

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

- a) The Purchaser represents that (i) no part of the funds used by the Purchaser to acquire the Interests or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Issuer by the Purchaser and no distribution to the Purchaser shall cause the Issuer to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Issuer may prohibit capital contributions, restrict distributions, or take any other reasonably necessary or advisable action with respect to the Interests, and the Purchaser shall have no claim, and shall not pursue any claim, against the Issuer or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “OFAC Programs”) prohibit dealing with 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 Issuer may not accept any amounts from a prospective purchaser if such prospective purchaser cannot make the representation set forth in this paragraph. The Purchaser agrees to promptly notify the Issuer should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Issuer may be obligated to “freeze the account” of the Purchaser, either by prohibiting additional purchases from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Purchaser’s identity to OFAC. The Purchaser further acknowledges that the Issuer may, by written notice to the Purchaser, suspend the redemption

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

rights, if any, of the Purchaser if the Issuer reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Issuer or any broker or any of the Issuer's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

- c) To the best of the Purchaser's knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure², or any immediate family³ member or close associate⁴ (4) of a senior foreign political figure, as such terms are defined in the footnotes below.
- d) If the Purchaser is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Issuer that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.
- e) The Purchaser acknowledges that, to the extent applicable, the Issuer will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Purchaser agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Issuer may request in order to comply with the FATCA Provisions. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Purchaser and such (including, without limitation, required withdrawal), and the Purchaser shall have no claim, and shall not pursue any claim, against the Issuer or any other person in connection therewith.

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

ODB

ODB provides hosting and operational services for the Offering. ODB's connection to the Offering is solely for the limited purposes of acting as a third-party service provider. ODB and its affiliates do not provide tax, accounting or legal advice — all recipients are advised to consult with their own advisers. Neither ODB nor its affiliates have investigated (nor have any of its affiliates investigated) the desirability or advisability of participation in this Offering or the Interests offered herein. ODB and its affiliates make no representations, warranties, endorsements, or judgment on the merits of the Offering or the Interests offered herein.

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.

Delivery of GAI Tokens

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

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

Prior Offerings

No prior sales, distributions, or allocations of GAI Tokens have occurred to date.

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The GAI Tokens, if issued, are being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the Purchasers who are eligible to purchase the GAI Tokens, if issued, and that restrict the GAI Tokens' resale. **The GAI Tokens delivered may not be offered, sold, assigned, transferred, pledged, encumbered, or otherwise disposed of except as permitted under applicable securities laws and the additional restrictions imposed on the GAI Tokens hereunder. In addition, holders of GAI Tokens will not be able to transfer their GAI Tokens until such GAI Tokens have been released from any delivery restrictions to which they are subject.**

Procedures for Subscribing

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

Closing Requirements

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

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

Notice Concerning the Securities Act

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

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

Representations and Warranties of Purchasers

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

- (1) It understands and acknowledges that (i) the offer and sale of GAI Tokens, has not been and will not be registered under the Securities Act or any other applicable securities law, (ii) the GAI Tokens are being offered for sale in transactions not requiring registration under the Securities Act or any other applicable U.S. state securities law, (iii) the GAI Tokens, if issued, will be issued in transactions not requiring registration under the Securities Act or any other applicable U.S. state securities law, (iv) the TPA's are non-transferable and may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of, unless so authorized, and (v) the GAI Tokens may not be offered, sold or otherwise transferred or disposed of, except in compliance with the registration requirements of the Securities Act and any other applicable

securities law, or pursuant to an exemption therefrom and, in compliance with the conditions for transfer set forth in paragraphs (5) and (9) below.

- (2) It acknowledges that this Memorandum relates to an offering that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities in the United States.
- (3) Purchaser must acknowledge that it is an “accredited investor” (as defined in Regulation D) acquiring the TPA, and it is aware that the TPA and the GAI Tokens, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.
- (4) It acknowledges that the execution of a TPA is also the purchase of GAI Tokens, if, as, and when they are issued.
- (5) In addition to all applicable transfer restrictions under applicable securities laws, it acknowledges and agrees that: (i) holders of the TPA’s may never offer, sell, assign, transfer, pledge, encumber, or otherwise dispose of the TPA and (ii) the GAI Tokens may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of until such time as the Corporation (A) designates or creates a Designated Exchange and notifies GAI token holders thereof or (B) notifies GAI token holders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.
- (6) It acknowledges that neither the Corporation, nor any of its representatives or affiliates, have made any statement, representation, or warranty, express or implied, to it other than the information contained in this Memorandum, which has been delivered to it and upon which it is solely relying in making its decision with respect to the GAI Tokens. It has had access to such financial and other information concerning the Corporation and the GAI Tokens as it has deemed necessary in connection with its decision to participate in the Offering, including an opportunity to ask questions of and request information from the Corporation, and such information has been made available to it.
- (7) It is the GAI Tokens, when issued, for its own account, or for one or more Purchaser accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities laws, subject to any requirement of law that the disposition of its property or the property of such Purchaser account or accounts be at all times within its or their control and subject to its or their ability to resell the GAI Tokens, when issued, pursuant to Rule 144A if applicable, Regulation S, or any other exemption from registration available under the Securities Act, in each case, subject to the conditions set forth in (9).
- (8) Each holder of the GAI Tokens acknowledges that the Corporation is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the GAI Tokens, when issued.
- (9) Each holder of a TPA acknowledges that:

The TPA will contain a legend substantially to the following effect:

THIS SECURITY (i.e., the TPA) AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE “GAI TOKENS”) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED, OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT (A) IT IS AN “ACCREDITED INVESTOR” (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A “U.S. PERSON” AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

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

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

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

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

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

such purpose is required. Consequently, any transfer of the GAI Tokens will be subject to the transfer restrictions set forth under this “Notice to Purchasers.”

- (14) It (a) is able to act on its own behalf in the transactions contemplated by this Memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective purchase of the Interests and (c) (or the account for which it is acting as a fiduciary or agent) has the ability to bear the economic risks of its prospective purchase of the Tokens, and can afford the complete loss of such purchase.
- (15) It acknowledges that the Corporation will rely upon the truth and accuracy of the acknowledgements, representations, warranties, and agreements set forth in this “Notice to Purchasers” section and agrees that, if any acknowledgements, representations, warranties, and agreements deemed to have been made by its participation in the Offering are no longer accurate, it will promptly notify the Corporation.
- (16) If it is acquiring the GAI Tokens as a fiduciary or agent for one or more Purchaser accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the acknowledgments, representations, warranties, and agreements set forth in this “Notice to Purchasers” section on behalf of each such Purchaser account.
- (17) Either (i) the Purchaser is not acquiring or holding such GAI Tokens or an interest therein with the assets of (A) an employee benefit plan that is subject to Part 4 of Subtitle B of Title I of ERISA, (B) a “plan” to which Section 4975 of the Code applies (including an individual retirement account), (C) an entity deemed to hold “plan assets” of any of the foregoing by reason of an employee benefit plans or plan’s investment in such entity, (D) a governmental plan (as defined in Section 3(32) of ERISA), (E) a church plan (as defined in Section 3(33) of ERISA) that has not made an election under Section 410(d) of the Code, or (F) a non-U.S. plan, or (ii) the Purchaser is acquiring or holding such Interests or an interest therein with the assets of (A) a governmental plan, a church plan that has not made an election under Section 410(d) of the Code, or a non-U.S. plan and (B) the acquisition and holding of such Interests by the Purchaser, throughout the period that it holds the Interests and the disposition of such Interests or an interest therein will not constitute or result in a violation of any provisions of any applicable United States federal, state or local laws or non-U.S. laws that regulate such plan’s investments.

Limitation of Liability and Indemnification

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

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, board members, directors, officers, and controlling persons of the Corporation pursuant to the foregoing provisions, or otherwise, the Corporation has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Corporation of expenses incurred or paid by a president, board member, director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such president, board member, director, officer, or controlling person in connection with the securities being offered, the Corporation will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication

of such issue. We believe that these provisions and agreements are necessary to attract and retain qualified persons as our president, board members, officers, and directors. At present, there is no pending litigation or proceeding involving our chief executive officer, board members, directors, or officers for whom indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

Indemnification and Control

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

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

Potential Conflicts of Interest

This Memorandum does not purport to identify all conflicts of interest. ODB or its affiliates, from time to time, may enter into other transactions not specifically described in this Memorandum with affiliates, officers, managers, members, employees, agents and representatives. Republic Capital Adviser LLC (“**Republic Capital**”) an affiliate of ODB and an SEC registered investment adviser may advise vehicles that have invested in securities issued by the Corporation. 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 Corporation earned as a commission for securities crowdfunding services. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Further, Republic Deal Room Advisor LLC dba Republic Deal Room (“**Republic Deal Room**”) an affiliate of ODB, may host offerings in coordination with ODB. Amounts earned by ODB, including but not limited to success-based commissions, placement fees, and closing fees will be retained by ODB and will not offset any fees payable to Republic Deal Room. Further, amounts earned by Republic Deal Room, including but not limited to carried interest, fees associated with an offering, and other related expenses, will not be allocated, assigned, or otherwise paid to ODB.

TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR RECEIPT OF GAI TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS PRIVATE PLACEMENT MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT CHANGES TO THE INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. WE WILL NOT OBTAIN ANY RULING FROM THE INTERNAL REVENUE SERVICE WITH REGARD TO THE TAX CONSEQUENCES OF THE RECEIPT OF OR A PURCHASE OF GAI TOKENS.

THE TAX TREATMENT OF GAI TOKENS IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR THE CORPORATION, ITS AFFILIATES, AND/OR PURCHASERS UPON CERTAIN FUTURE EVENTS. THE ISSUANCE OF GAI TOKENS MAY RESULT IN ADVERSE TAX CONSEQUENCES TO PURCHASERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-U.S. TAX TREATMENT OF THE RECEIPT OF AND A PURCHASE OF GAI TOKENS.

ADDENDUM A
FORM OF TOKEN PURCHASE AGREEMENT
GRAPHAI
Offering: GAI Tokens

ADDENDUM B
GAI TOKEN TERMS AND CONDITIONS

**ADDENDUM C
PURCHASE PROCEDURES**

PURCHASE PROCEDURES

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

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

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

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

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

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

Why do I need to complete my account verification?

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

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

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

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

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

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

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

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

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

If the payment for the purchase hasn't been received yet, then it is possible to switch the payment method so long as the campaign is still active. Once a purchase is finalized, you will no longer be able to switch your payment method. Acceptable payment methods will vary by offering. Please refer to our communications and the offering page for more information.

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

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

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

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

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

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

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

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

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

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

You'll be redirected back to Republic where you'll be able to select that bank account as your payment method. After inputting your purchase amount, selecting your bank account as the payment method, and read and accept the terms of the purchase, you can confirm your purchase.

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