

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

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

**AI DREAMS CAPITAL LTD.**

**Private Placement Memorandum**

**Purchase of SOGNI TOKENS (\$SOGNI)**

**Regulation D Offering – \$65,100.00**

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

**June 26, 2025**

This Private Placement Memorandum (this “*Private Placement Memorandum*” or “*Memorandum*”) has been prepared by AI Dreams Capital Ltd., a British Virgin Islands incorporated entity on June 20, 2024 (“*We*”, “*we*”, “*AI Dreams Capital*,” or the “*Company*”, interchangeably), for use by certain prospective qualified purchasers (each, a “*Purchaser*” and collectively, the “*Purchasers*”) to whom the Company is offering (the “*Offering*”) the opportunity to purchase Sogni Tokens, digital assets of Supernet (“*Sogni Tokens*,” “*\$SOGNI*,” or “*Tokens*”), for use across Sogni AI’s high-quality AI-powered visual content, and associated services (collectively, the “*Supernet*”). The foregoing right to acquire Sogni Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the Sogni Tokens (as may be amended, restated and/or otherwise modified from time to time, a “*TPA*”; and together with the Sogni Tokens, the “*Interests*”) to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the Sogni Tokens are initially broadly publicly released by the Company for use on Supernet, the date of such release, if any, is referred to as the “*Token Integration Event*” or “*TIE*.”

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

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

The Sogni 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 and TPA. Purchasers of Sogni 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 Sogni Tokens set forth in this Private Placement Memorandum refers to the minted supply of 10,000,000,000 Sogni Tokens that will be issued as of the date of the Token Integration Event. The actual number of Sogni Tokens may change from time to time and at any time via any forks to the Sogni Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at <https://republic.com/sogniai> (the “*Offering Platform*”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made in USD Coin (\$USDC) or Tether (\$USDT) via any \$USDC or \$USDT supported network during the Offering Period (as defined in “*Terms of the Offering*”); provided that the Company may elect to accept other forms of payment on an as-converted to USD basis in its sole discretion and subject to acceptance by the financial institution providing cryptocurrency payment services. Zero Hash LLC (“*ZeroHash*”) The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The USD exchange rate for USDC or USDT other forms of payment shall be determined solely by the Company or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuations in the rate of exchange and, in the case of digital assets, the exchange valuations. Such

fluctuations may have an adverse effect on the value, price or returns of a purchase. Purchasers may receive a number of Sogni Tokens rounded down to two (2) decimal places.

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

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

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

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

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

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**A purchase of Sogni 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 Sogni Tokens or receipt of Sogni Tokens is suitable to such prospective purchaser’s financial condition and goals. See “Risk Factors” below.**

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

**THIS OFFERING IS MADE ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE SOGNI 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 SOGNI 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 SOGNI TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS” BELOW); AND (II) NO MARKET FOR THE SOGNI TOKENS CURRENTLY EXISTS AND SUCH MARKET MAY NEVER EXIST.**

## FURTHER DISCLAIMERS

This Offering is being conducted on the platform found at <https://republic.com> (the “*Republic Platform*”), that is operated for the benefit of ODB. ODB is a registered FINRA/SEC broker dealer. ODB is not purchasing the Sogni Tokens, as such Sogni 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 Sogni Tokens in this Offering.

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

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

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

ZERO HASH LLC (“*ZERHASH*”), THE CRYPTO CURRENCY PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. NEITHER ZERHASH, NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. ZERHASH’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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## CERTAIN NOTICES

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

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

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

This Private Placement Memorandum contains a summary of the material terms of the Offering and the Sogni Tokens. However, the summary of the Sogni 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 "***Sogni Token Terms and Conditions***"). If any of the provisions of the Sogni Token Terms and Conditions are inconsistent with or contrary to the descriptions or terms in this Private Placement Memorandum, as applicable, will control. The Company reserves the right to modify the terms of the Offering, the TPAs and the Sogni Tokens described in this Private Placement Memorandum, and the TPA's are offered subject to the Company's ability to reject any commitment in whole or in part.

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

No person has been authorized to make any statements concerning the Company or the delivery of the Sogni 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 Supernet and the Sogni Tokens that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Company will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this Offering and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the Sogni Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

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

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

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

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

These forward-looking statements are subject to a number of known and unknown risks, uncertainties, assumptions, and other important factors, including those described under “Risk Factors”, that could cause the actual results, performance, or achievements of the Company or the Sogni 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 Supernet;
- regulatory developments and their effect on Supernet, including our ability to stay in compliance with laws and regulations that currently apply or become applicable to our business and Supernet, both in the U.S. and internationally;
- the ability of Supernet to develop a user base for its products and a successful business model;
- our future financial performance, including our expectations regarding our operating and research and development expenses and our ability to achieve and maintain future profitability;
- the impact of competition in our industry and innovation by our competitors;
- the anticipated trends, growth rates and challenges in our business and in the cryptocurrency market;
- our liquidity and working capital requirements;
- our ability to obtain additional working capital and raise additional financing;
- our anticipated growth and growth strategies and our ability to effectively manage that growth and effect these strategies;
- maintaining our relationships with third parties;
- our ability to adequately maintain, protect and enhance our intellectual property;
- the effect on our business of litigation to which we may become a party;
- our ability to maintain an effective system of internal controls necessary to accurately report our financial results and prevent fraud; and
- the estimates and estimate methodologies used in preparing our financial statements.

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

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

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

## OVERVIEW

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

### Company and Sogni Supernet Overview

The Company and significant services providers to the Sogni Supernet (the “**Supernet**”) as further described in “Management of the Company” develops and operates the Supernet—a decentralized GPU-infrastructure protocol purpose-built for generative-AI image rendering. End-users submit rendering jobs through desktop, mobile, or API interfaces, while independent node operators supply the required GPU capacity. Payments for compute time are made in \$SOGNI tokens, each of which represents a defined unit of GPU processing power; the Company records revenue from both usage fees and primary token sales.

To ensure adequate capacity, the Supernet combines its community-run nodes with short-term, non-exclusive supply agreements entered into with cloud-capacity aggregators and data-center operators—none of which accounted for more than 25% of total network throughput in the most recent fiscal year. Within the broader market, the Supernet competes with established cloud providers, specialized AI-infrastructure firms, and other decentralized networks. Management believes that its token-settled, open-access model can attract both GPU suppliers and creative-industry users.

### Terms of Offering

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

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

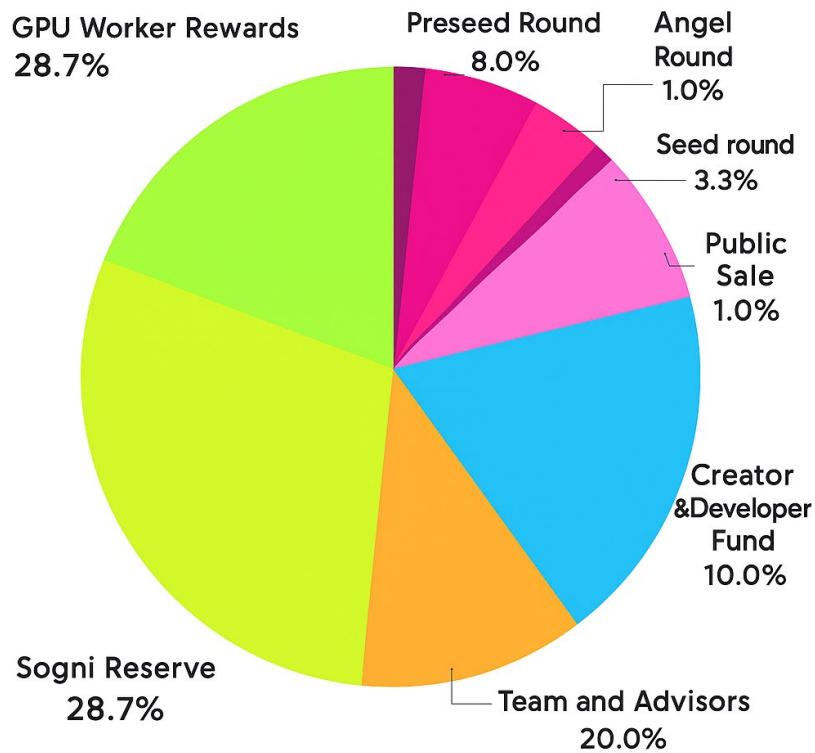
The Terms of this Offering, including the applicable delivery restrictions, are set forth under the section titled “Terms of the Offering.”

### Token Distribution

An initial supply of 10,000,000,000 Sogni Tokens will be created in the initial minting processes, see “Description of the Sogni Token” below.

## Distribution Schedule

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



**Private Sales:** A total of 1,233,333,333 Sogni Tokens, equal to 12.33% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company’s reserves.

**Angel Round.** A total number of 100,000,000 Sogni Tokens, equal to 1.0% of the network supply of the Sogni Tokens, is allocated to contributors (“*Angel Round*”) for their capital contributions. Tokens under this distribution category are subject to lock-up schedules.

**Pre-Seed Round.** A total number of 800,000,000 Sogni Tokens, equal to 8.0% of the network supply of the Sogni Tokens, is allocated to KOL contributors (“*Pre-Seed Round*”) for their early-stage capital contributions. Tokens under this distribution category are subject to lock-up schedules.

**Seed Round.** A total number of 333,333,333 Sogni Tokens, equal to 3.33% of the network supply of the Sogni Tokens, is allocated to contributors (“*Seed Round*”) for their capital contributions. Tokens under this distribution category are subject to lock-up schedules.

**Public Sales:** A total of 100,000,000 Sogni Tokens, equal to 1.00% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company’s reserves.

**Republic “Allowlist” Sale (Regulation D).** A total number of 6,500,000 Sogni Tokens, equal to .065% of the initial supply of the Sogni Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation D). Tokens under this distribution category are subject to varying delivery restrictions and lock-up schedules.

**Republic Sale (Regulation D).** A total number of 15,200,000 Sogni Tokens, equal to 0.152% of the network supply of the Sogni Tokens, is allocated to certain contributors in the Republic Sale (Regulation D). Tokens under this distribution category are subject to varying delivery restrictions and lock-up schedules.



**Republic “Allowlist” Sale (Concurrent Offering).** A total number of 53,425,000 Sogni Tokens, equal to 0.534% of the initial supply of the Sogni Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation S). Tokens under this distribution category are subject varying delivery restrictions and lock-up schedules.

**Republic Sale (Concurrent Offering).** A total number of 22,915,000 Sogni Tokens, equal to 0.229% of the network supply of the Sogni Tokens, is allocated to certain contributors in the Republic Sale (Regulation S). Tokens under this distribution category are subject to varying delivery restrictions and lock-up schedules.

**Other Public Sales.** A total number of 1,960,000 Sogni Tokens, equal to 0.196% of the initial network supply of the Sogni Tokens, will be allocated to supplementing the Republic Sales or future public sales following the Token Integration Event. Tokens under this category are subject to varying delivery restrictions and lock-up schedules

**Liquidity Reserves:** A total number of 800,000,000 Sogni Tokens, equal to 8.0% of the initial network supply of the Sogni Tokens, is allocated to the floating liquidity, market makers, and exchanges of the Company. Tokens under this distribution category are subject to lock-up schedules.

**Team and Advisors:** A total number of 2,000,000,000 Sogni Tokens, equal to 20.0% of the initial network supply of the Sogni Tokens, is allocated to the team and advisors of the Company. Tokens under this distribution category are subject to lock-up schedules.

**Creator Fund:** A total number of 1,000,000,000 Sogni Tokens, equal to 10.0% of the initial network supply of the Sogni Tokens, will be allocated to the creator fund of the Company. Tokens under this distribution category are subject to lock-up schedules.

**Sogni Reserve:** A total number of 2,866,666,667 Sogni Tokens, equal to 28.67% of the initial network supply of the Sogni Tokens, is allocated to the Company reserves. Tokens under this distribution category are subject to lock-up schedules.

**GPU Worker Rewards:** A total number of 2,000,000,000 Sogni Tokens, equal to 20.0% of the initial network supply of the Sogni Tokens, are allocated to GPU worker rewards of the Company. Tokens under this distribution category are subject to lock-up schedules.

## **Initial Launch of the SOGNI Tokens**

The Company expects to enter into TPAs on an ongoing basis through the Offering Period. The Company is targeting a Token Integration Event on or before the Deadline Date. However, there can be no assurance that the Sogni 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 Sogni Tokens. Purchasers should carefully review this Memorandum, including the transfer restrictions described under “Notice to Purchasers”. Purchasers should consult with their own legal and financial advisors regarding the transfer restrictions to which they will be bound. The summary below is intended to provide a summary overview of applicable transfer restrictions and are qualified by reference to the transfer restrictions set forth under “Notice to Purchasers”.

## TERMS OF THE OFFERING

The summary below describes the principal terms of the Sogni 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>	AI Dreams Capital Ltd., a British Virgin Islands incorporated entity.
<i>TPAs:</i>	The expected number of Sogni Tokens to be sold in this Offering is 21,700,000 Sogni Tokens, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Republic Sale (Regulation D) allocation. The total amount of Sogni Tokens allocated for public sale is 100,000,000 and can be sold by the Company in its sole discretion through the Republic Sale and through other platforms, including digital asset exchanges.
<i>Purchaser Qualifications:</i>	Each Purchaser must be an “Accredited Investor”, as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in the Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
<i>Offering Size:</i>	US\$61,500.00 subject to increase dependent on demand.
<i>Period of Offering:</i>	June 27, 2025, at 9:00 am Eastern Standard Time (“ <b>EST</b> ”) through June 30, 2025, at 4 pm Pacific Daylight Time (the “ <b>Offering Period</b> ”). Purchasers who are on the Company’s “allowlist” or presales are eligible to participate in this Offering starting on June 26, 2025, at 9:00 am EST. The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
<i>Fulfillment Price:</i>	<p>Purchaser may purchase TPAs through the following options (and note that the Company may increase or decrease the initial supply of any option at its discretion, meaning that the ultimate number of Sogni Tokens available for purchase may be higher or lower than the amount displayed below):</p> <p><b><u>“Allowlist” Regulation D Offering</u></b> Price: US\$0.003/Sogni Token Delivery Restrictions: The Sogni Tokens will be released after the expiration of the twelve (12) month period following the completion of the Offering as described below in “<u>Delivery of Sogni Tokens</u>”. Maximum Supply: 6,500,000 Sogni Tokens</p> <p><b><u>Regulation D Offering</u></b> Price: US\$0.003/Sogni Token Delivery Restrictions: The Sogni Tokens will be released after the expiration of the twelve (12) month period following the completion of the Offering as described below in “<u>Delivery of Sogni Tokens</u>”. Maximum Supply: 15,200,000 Sogni Tokens</p>
<i>Restricted Period:</i>	Prior to the expiration of the twelve (12) month period following the TPA purchase (the “ <b>Restricted Period</b> ”), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or Sogni Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144.
<i>Subscription Amounts:</i>	The minimum investment amount is \$500 for Purchasers and the maximum subscription amount is \$1,000. Such amounts may be modified by the Company in its sole discretion.
<i>Delivery of Sogni Tokens:</i>	After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering (“ <b>KYC/AML</b> ”) or Know-Your-Business (“ <b>KYB</b> ”) screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), Sogni Tokens will be delivered

to a compatible wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following the completion of the Offering. ERC-20 compatible wallets are the **only** wallets compatible with and able to receive the Sogni Tokens.

*Token Exchange:*

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

*Form of Payment for TPA:*

The Purchase Amount can be paid in USD Coin (\$USDC) or USD Tether (\$USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases in USDC through ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for ZeroHash will ultimately be borne by the Company. The fee is added to the total amount of the investment at checkout. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering.

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

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded. See page 27 for refunds that pertain to ZeroHash.

*Dissolution Event:*

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

Upon the occurrence of either (a) a Dissolution Event prior to the Deadline Date, or (b) the transfer of any Sogni Tokens purchased hereunder pursuant to the Restricted Period, the Company shall pay, after the payment of all other creditors, the Returned Purchase Amount due and payable to the Purchaser immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Purchaser and all holders of all other TPAs (collectively, the “**TPA Parties**”), as determined in good

faith by the Company's board of directors and executive officers (the "**Management**"), are insufficient to permit the payment to the TPA Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the TPA Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each TPA Party's respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and the claims of the Purchaser against the Company shall abate accordingly and any further claims of the Purchaser on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.

*Documentation:*

In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a TPA; (2) completion of Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds ZeroHash (collectively, the "**Closing Requirements**").

*Governing Law*

The TPAs and the underlying Sogni Tokens will be governed by the law of the British Virgin Islands.

*Use of Proceeds:*

See "Use of Proceeds".

*Republic Service Providers:*

The cash fee paid to ODB from the proceeds of this Offering and the Concurrent Offering will be (i) the greater of (A) \$12,000.00 or (B) pursuant to the following schedule:

- a) For the dollar value of the Sogni Tokens sold to Investors pursuant to the combined proceeds of the Offerings up to but not in excess of \$250,000.00: five percent (5.0%) to ODB; and
- b) For the dollar value of the Sogni Tokens sold to Investors pursuant to the combined proceeds of the Offerings greater than \$250,000.00 but not in excess of \$500,000: four percent (4.0%) to ODB (collectively, the "**Cash Commission**"); and

The Issuer will also pay ODB a tokens commission equivalent to two percent (2.0%) of the dollar value of the Sogni Tokens issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the "**Token Commission**").

Thus, a purchase of \$1,000 in this Offering would result in approximately \$960 to the Company if the total combined proceeds are between \$250,000 and \$500,000 (with \$40 in cash commission to ODB and \$20 in token commission to ODB), or approximately \$950 to the Company if the total combined proceeds are below \$250,000 (with \$50 in cash commission to ODB and \$20 in token commission to ODB).

In addition to the cash and token commissions, the Issuer has previously paid a one-time fee of \$17,500 as the Business Advisory Services fee.

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

## RISK FACTORS

*A purchase of Sogni 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 Supernet, the Sogni Tokens, and their related operations and prospects could suffer. They may also be harmed by additional risks and uncertainties not currently known or that we currently do not believe to be material.*

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

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

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

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

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

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

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

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

### **Token Issuance and Integration Risks for Sogni**

#### ***No Guarantee that SOGNI AI Tokens Will be Released***

The Company may change its plans for issuing SOGNI Tokens for various reasons, including changes to its business model, technology limitations, or lack of demand. If the Company ceases operations, undergoes insolvency or liquidation, or assigns its assets and liabilities for the benefit of creditors, it may never issue the SOGNI Tokens. If the Token Integration Event does not occur or issuance does not proceed as planned, Purchasers may receive only some or none of their tokens. Issuance remains within the sole discretion of the Company.

#### ***No Guarantee on Timing of Token Integration Event***

There is no assurance that the Token Integration Event will occur, or when it will occur. Its timing is subject to business, technical, legal, and regulatory contingencies, many of which are outside the Company's control.

#### ***Uncertainty Around SOGNI Token Launch***

Many factors could influence the success of the Company and the SOGNI Tokens, including external developments beyond the Company's control. Even if issued, the tokens may not function as intended. Token integration into the ecosystem depends on infrastructure, adoption, and ongoing development. Purchasers may not receive tokens as expected, and their functionality could be limited.

#### ***SOGNI Token Integration and Ecosystem Participation***

The success of the Token Integration Event and ongoing token usage depends on user adoption, sustained technical performance, and ecosystem engagement, all of which are outside the sole control of the Company. Declining interest, regulatory constraints, or failure to implement promised services may reduce the utility of the tokens.

#### ***Malfunction, Funding Limitations, and Development Failures***

The implementation of the SOGNI Tokens relies on continued funding, adequate personnel, and the cooperation of external stakeholders. Because the Company functions solely as the token issuing entity, integration into the Sogni ecosystem depends on actions and decisions made by AI Dreams Capital Ltd. and its affiliated entities. The Company may abandon development or modify the project due to technical or strategic challenges, including decisions by AI Dreams Capital Ltd., which oversees governance and token allocation. These risks could impair or eliminate the utility of the tokens.

#### ***Risk of Wallet Incompatibility and Loss from Incorrect Address***

Purchasers must use a wallet compatible with the designated blockchain standard. Wallets that do not meet technical requirements may be rejected, and attempts to transfer tokens to incompatible addresses may result in irreversible loss. The Company may prescribe technical standards and is not responsible for losses arising from incorrect or non-compliant wallet submissions.

#### ***Risks Associated with Your Credentials and Cybersecurity Best Practices***

Purchasers are solely responsible for the secure storage and use of their private keys and wallet credentials. The Company will never request such information. Loss of private keys, exposure to phishing, and inadequate credential management may result in permanent loss of tokens. Token holders are urged to follow best practices including offline storage, backup of keys, and safeguarding access.

#### ***Risk of Regulatory Delay or Non-Issuance***

Governmental approvals or regulatory reviews may be required for token issuance. Delays or failure to obtain necessary approvals could impact the timing or prevent the issuance of SOGNI Tokens.

#### ***Risk that the SOGNI Tokens Will Not Meet Expectations***

The SOGNI Tokens may not function as anticipated by Purchasers or the Company. Use cases may not materialize, technical integration may encounter obstacles, or market acceptance may not be achieved. As a result, token functionality and value could be materially diminished.



## **Wallet, Custody, and Technical Security Risks**

### ***Wallet Compatibility and Private Key Security***

Purchasers must ensure that their wallet is compatible with the Base blockchain (Ethereum L2) and meets the technical requirements needed to receive and store SOGNI Tokens. Wallet addresses that are not compliant may be rejected and attempts to transfer tokens to incompatible wallets may result in permanent loss. Additionally, if a Purchaser provides an incorrect wallet address, the Company bears no responsibility for resulting losses. The Company reserves the right to modify wallet compatibility requirements in its sole discretion.

### ***Private Key Management and Credential Risks***

SOGNI Token balances are tied to wallets controlled by private keys. Purchasers are solely responsible for managing their private keys and credentials securely. The Company will never ask for private keys and will not be able to assist with key recovery. Loss, theft, or compromise of private keys may result in complete loss of tokens. Token holders should use best practices such as offline (cold) storage, multiple backups stored in separate physical locations, and strong password hygiene to protect their credentials.

### ***Cybersecurity and Unauthorized Access***

Token holders are at risk from cyberattacks including phishing, spoofing, malware, and other threats that may compromise wallets or systems used to access SOGNI Tokens. If a third party gains unauthorized access to a wallet, whether through stolen credentials, malware, or a breach of a third-party wallet provider, they may misappropriate the tokens. The Company disclaims liability for losses arising from unauthorized access, including attacks on Purchasers' devices or service providers.

### ***Smart Contract and Token Security Vulnerabilities***

The SOGNI Tokens rely on smart contracts and infrastructure operating on the Base blockchain. These systems may contain bugs, may be exploited through known or unknown vulnerabilities, or may behave in unexpected ways. An attack, failure, or unintended behavior could impair the token's functionality or cause financial losses. While the Company aims to use audited and reputable components, all smart contracts carry inherent risk.

### ***Risks Associated with Blockchain Protocol Dependency***

SOGNI Tokens are built specifically on the Base blockchain. Technical issues, governance failures, or regulatory challenges affecting the Base network may disrupt token availability or functionality. If the Base blockchain is abandoned or suffers a systemic failure, the Company may be unable to support the continued operation of SOGNI Tokens.

## **Blockchain and Crypto Industry Risks**

### ***Evolving Industry and Market Volatility***

The digital asset and blockchain industry remains in flux. Factors such as global regulation, consumer behavior, speculative bubbles, or technological stagnation could impair the adoption of the SOGNI Tokens. Despite prior growth, the pace of adoption and development may slow, limiting token usage. The value of digital assets generally, including SOGNI Tokens, may fluctuate significantly and decline without warning. The broader macroeconomic environment, including inflation, rising interest rates, or financial instability, could further compound these risks.

### ***Illiquid or Non-Existent Market***

There is no guarantee that a liquid or functioning market for SOGNI Tokens will develop. Any value ascribed by third-party exchanges may be highly volatile or fall to zero. Exchange operations may be unreliable, subject to regulatory uncertainty, or exposed to fraud. Exchanges may delist or suspend SOGNI Tokens at any time. Even if tokens become listed, there may be insufficient depth or trading activity to support liquidity. Additionally, certain lockups or restrictions applicable to this Offering may prevent resale or delay market access for token holders.

### ***Competition and Token Viability***

The SOGNI Tokens face competition from other platforms and technologies, including those using similar open-source code. Competitors may have superior resources or IP protection. Forks, clones, or reverse-engineered alternatives may diminish the value of the Sogni ecosystem. A competing platform may launch similar products with improved user experience, greater adoption, or better security features, thereby displacing SOGNI Tokens in the market. Additionally, centralized platforms with greater financial backing or customer base may capture market share at the expense of decentralized or niche offerings like Sogni.

### ***Technological Obsolescence and Market Shifts***

The Supernet's dual-tier hardware model—combining NFT-licensed NVIDIA GPUs with a large pool of Mac M-series machines—works only while those devices remain cost-competitive and widely available. A major shift in GPU architecture, changes to Apple's hardware policies, or the emergence of a new low-latency rendering standard could erode the price-performance advantage of one or both queues, undermine worker incentives, and disrupt network capacity.

Sogni's toolchain likewise depends on current open-source standards such as ControlNet extensions and LoRA fine-tuning. Should the Creative-AI market migrate to proprietary model formats or fundamentally different training pipelines, the Company may be required to rewrite its SDK, retrain core models, or subsidise costly migrations, with no assurance that such adaptations would be completed on favourable terms or without service interruption. (For protocol-level risks and competitive dynamics, see "Risks Associated with Blockchain Protocol Dependency" and "Competition and Token Viability.")

### ***AI Image Generation and Content Creation Risks***

Sogni's focus on AI-powered image generation introduces unique risks. Supernet relies on AI models that may be subject to regulatory scrutiny or restrictions in certain jurisdictions. The quality and reliability of AI-generated content depends on the underlying models, which may become outdated or restricted due to intellectual property disputes. The legal status of AI-generated content ownership remains uncertain in many jurisdictions, potentially affecting the value proposition of Sogni's creative ecosystem. Competitive offerings from established companies like Midjourney, or better-capitalized crypto projects may limit Sogni's growth. If the GPU network fails to attract sufficient providers, rendering quality and speed may be compromised, reducing Supernet's adoption.

## **Regulatory, Legal, and Taxation Risks**

### ***Uncertainty of Regulatory Landscape***

The legal and regulatory framework applicable to blockchain technologies and cryptographic tokens remains unsettled across many jurisdictions. Regulators may apply existing laws or introduce new requirements targeting the issuance, exchange, transfer, or use of tokens. Changes in laws or interpretations could require the Company to alter the SOGNI Tokens' structure or discontinue development. The Company may also be compelled to restrict token use in certain jurisdictions, limiting functionality and marketability.

### ***Risk of Money Transmission Regulation and Virtual Currency Licensing Requirements***

The Company has taken the position that it is not engaged in regulated virtual currency business activity under the New York BitLicense framework or similar laws in other U.S. states. However, regulators may disagree. If the Company is deemed to operate a money transmission business, it may be required to obtain licensure, cease operations in affected jurisdictions, or restructure token delivery. The BitLicense framework imposes extensive operational burdens, including cybersecurity, AML, and capital standards. States such as California and Texas may apply varying interpretations of money transmission laws. Enforcement actions could delay or suspend ecosystem development and impair token value.

### ***Federal and State Money Services Business (MSB/MTL) Risks***

The Company may be subject to federal MSB registration under the Bank Secrecy Act and FinCEN rules. MSB status would impose AML obligations, transaction monitoring, recordkeeping, and potential reporting requirements. FinCEN guidance suggests token issuers, custodians, or transfer agents may fall within MSB scope. Failure to register or comply may expose the Company to civil or criminal penalties and force a change in token issuance or ecosystem operations.

### ***Securities Law Exemption Risks***

This offering involves both U.S. and non-U.S. components, relying on distinct exemptions under applicable securities laws. If a court or regulator determines that the offering structure improperly integrates these components or fails to meet the requirements of either exemption, the consequences could include:

- Rescission rights for investors and repayment obligations;
- Recharacterization of the offering as a public, non-exempt offering subject to registration;
- Extension of lock-up or transfer restrictions;
- Regulatory enforcement actions and fines;
- Adverse impacts on project development and available funds.

Although the Company believes it has taken reasonable steps to comply with applicable securities laws, purchasers bear the risk that one or more regulators may disagree with this assessment.

### ***Risk of Classification as Futures, Swaps, or Other Regulated Instruments***

Due to the deferred delivery nature of the tokens and their link to an underlying blockchain ecosystem, SOGNI Tokens could be deemed a commodity interest subject to regulation under the Commodity Exchange Act. The CFTC or other regulators may interpret the offering or use of SOGNI Tokens as constituting a swap, security-based swap, or futures contract. If so, the Company would face additional compliance burdens, including registration, recordkeeping, and reporting, or may be required to cease token issuance entirely.

### ***Regulatory Risk from Ecosystem Participants***

Users of the Sogni ecosystem may themselves be subject to regulatory obligations, such as KYC/AML compliance, licensing, or consumer protection standards. If third parties fail to comply or if ecosystem design enables unlawful activity, the Company may face indirect enforcement risk, reputational damage, or demands for structural changes.

### ***Taxation Risks***

The tax treatment of SOGNI Tokens remains highly uncertain. Depending on jurisdiction, the acquisition, holding, or use of SOGNI Tokens could trigger various tax obligations, including income, capital gains, withholding, or reporting requirements. Any reward, appreciation, or use of the tokens may generate additional tax liabilities. Each Purchaser is solely responsible for consulting tax advisors to assess potential tax consequences. Improper classification or reporting could expose token holders or the Company to penalties or back taxes.

### **Operational, Personnel, and Governance Risks**

#### ***Operating History***

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

- navigate complex and evolving regulatory and competitive environments;
- obtain the requisite regulatory and other licenses in the relevant jurisdictions;
- obtain and retain customers;
- successfully develop, maintain, and update internal controls to manage compliance within an evolving and complex regulatory environment;
- effectively identify and react to market trends;
- be involved in the successful development and deployment of the SOGNI Tokens;
- implement new products and services;
- successfully execute the Company's funding strategy;
- effectively compete with other companies;
- successfully navigate economic conditions and fluctuations in the market;
- effectively manage the growth of the business;
- continue to develop, maintain, and scale the SOGNI 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;
- attract, integrate, and retain qualified employees and contractors.

#### ***Dependence on Key Personnel and Recruitment Challenges***

The Company's success, and that of the Sogni ecosystem, depends heavily on the continued services of a small number of key personnel, including the co-founders Mauvis and Mark Ledford. These individuals are responsible for strategic decisions and relationships critical to the growth of the Sogni ecosystem. The loss or unavailability of any key personnel could delay development efforts and materially impact operations. Recruiting individuals with specialized knowledge of blockchain, AI image generation, decentralized GPU networks, and compliance remains highly competitive.

#### ***Key Person Concentration and Family Relationship Risk***

The Company's success depends heavily on the continued services of two key individuals, Mauvis Ledford (CEO) and Mark Ledford (CTO), who are twin brothers. This family relationship creates a concentration of control and decision-making authority that may present unique risks to the business. If one brother were to leave the business, the other might also be more likely to depart, potentially resulting in a simultaneous loss of both the CEO and CTO. Additionally, family dynamics could influence business decisions, corporate governance practices, and internal controls in ways that might not always align with the interests of token holders or other stakeholders. Disagreements between the brothers could potentially lead to operational disruption or strategic paralysis. While their shared background and complementary skills may be beneficial, this familial relationship may also complicate succession planning and independent oversight. The Company may face challenges in implementing governance structures that ensure decisions are made objectively and in the best interest of all stakeholders, particularly if interests diverge over time.

### ***Distributed GPU Network and Outsourced Functions***

Substantially all of the Company's AI rendering services rely on a distributed network of GPU providers and third-party contractors under service agreements. This decentralized approach increases the risk of operational disruption if GPU providers withdraw from the network, service quality degrades, or technical issues arise. Because the Company does not directly control the GPU hardware performing critical services, it may have limited ability to ensure consistent performance or may experience delays in scaling capacity to meet demand.

### ***Conflicts of Interest***

There may be circumstances where the Company's principals or developers have personal, financial, or professional interests in other ventures, including competing platforms or blockchain initiatives. These conflicts may influence business decisions, including those related to governance, project timelines, or resource allocation. Additionally, individuals involved in the offering or development of the SOGNI Tokens may profit from trading activities, token structuring, or relationships that are not aligned with the interests of other Purchasers. Purchasers should be aware that no fiduciary duties are owed, and no mechanism exists to resolve internal conflicts in favor of token holders.

### ***Decentralized Governance Risk***

Governance rights and decisions relating to token allocation, Supernet's delivered functionality, and the use of proceeds are ultimately directed by AI Dreams Capital Ltd., not the Company. Decentralized decision-making mechanisms may lead to outcomes that do not reflect the interests of all participants. The lack of enforceable accountability measures or dispute resolution processes can further weaken governance integrity.

### **Structural, Jurisdictional, and IP Risks**

#### ***Complex Entity Structure and Jurisdictional Exposure***

The Company operates through affiliated entities in multiple jurisdictions, including Singapore, BVI, and the Cayman Islands. This cross-border structure introduces legal, tax, operational, and regulatory risk. Regulatory or enforcement actions in one jurisdiction may affect the ability of other entities to perform key obligations. Inconsistent legal interpretations, limited enforceability of agreements across borders, and evolving regulatory standards in each jurisdiction increase uncertainty and potential liability.

#### ***Intercompany Agreements and Operational Dependence***

The Company's operations rely on master services agreements and intercompany arrangements between affiliated entities. If any of these agreements are invalidated, breached, or become unenforceable, the ability to manage resources, enforce IP rights, or allocate revenue may be impaired. Failure to coordinate among the entities could result in delays or failure to deliver the SOGNI Tokens or support Supernet.

#### ***IP Infringement and Enforcement Limitations***

The Company may be accused by third parties of infringing software, design, or branding rights. IP claims are common in emerging technology sectors, particularly in AI-generated content, and the Company may not have sufficient resources to defend against such claims. Even where the Company owns proprietary algorithms or content, enforcing those rights globally may be prohibitively expensive or legally infeasible.

#### ***Open Source and Cloning Risks***

The Sogni ecosystem relies on open-source technologies and protocols that may be freely copied or forked. A third party could recreate key Supernet components and release a competing product that undermines Sogni's adoption or reputation. The Company may be unable to prevent others from mimicking functionality or using similar branding, especially in jurisdictions where it lacks trademark protection.

#### ***AI-Generated Content Copyright and Ownership Risks***

The legal status of AI-generated content remains uncertain in many jurisdictions. Users creating content with Sogni's AI tools may face disputes over ownership, copyright, or licensing rights to the generated images. Supernet's approach to content ownership may be challenged by regulatory changes or court decisions that redefine rights to AI-generated works. This uncertainty could undermine a core value proposition of Supernet and reduce token utility.

#### ***Platform Misuse and Unauthorized Use***

The open nature of blockchain systems makes them susceptible to use by unauthorized or malicious actors. Minors, persons from restricted jurisdictions, or sanctioned individuals may attempt to use the Sogni ecosystem despite user restrictions. The Company may have limited ability to prevent or remediate such use, and any regulatory consequence arising from misuse could be serious, including legal liability, reputational harm, or demands to restrict access at the protocol level.

## **Token Utility, Value, and Project Continuity Risks**

### ***Risk of Token Not Meeting Expectations***

SOGNI Tokens may not function in the manner anticipated by the Company or Purchasers. Their ultimate utility, usability, and role within the Sogni ecosystem depend on multiple evolving factors, including the development of supporting infrastructure and third-party engagement. Expectations around performance, user behavior, or market reception may not be realized. Moreover, despite good faith efforts, the integration of the SOGNI Tokens may experience delays, malfunctions, or design changes, which could reduce their anticipated value or utility.

### ***Dependence on Ecosystem Success***

The SOGNI Tokens are intended to be used in connection with the Sogni ecosystem. If the Sogni ecosystem fails to attract sufficient adoption, maintain functionality, or achieve user engagement, the SOGNI Tokens may have limited or no utility or value. The development and commercial success of the Sogni ecosystem are subject to uncertainty and depend on competitive, regulatory, and technical dynamics.

### ***Risk of Dissolution or Project Abandonment***

There is no assurance that the SOGNI Tokens or the broader Sogni ecosystem will achieve long-term viability. The Company may determine at any time, for reasons including insufficient funding, lack of market interest, legal exposure, or strategic redirection, to discontinue the development or support of the SOGNI Tokens. The abandonment of the project could result in total loss of token value.

### ***Illiquidity and Exchange Risk***

SOGNI Tokens may never be listed on a trading platform or exchange. Even if listed, there is no guarantee of sufficient liquidity, fair pricing, or stability. Any exchange-based market value may be highly speculative and subject to sudden or permanent collapse. Lockups, restricted transfer periods, or the absence of reliable secondary markets could render SOGNI Tokens non-transferable for prolonged periods. Purchasers should not assume that they will be able to resell or exchange tokens.

### ***Risk of Future Token Dilution***

The overall supply of SOGNI Tokens may be modified in the future through governance decisions or protocol updates, including inflationary measures tied to staking or validator rewards. These changes could reduce the relative ownership percentage or value of tokens acquired in this Offering.

### ***GPU Network Stability and Performance Risks***

The Sogni ecosystem relies on a decentralized network of GPU providers to deliver AI rendering services. The stability, availability, and performance of this network are critical to Supernet's functionality. If the network fails to attract sufficient GPU providers, experiences technical issues, or cannot scale to meet demand, users may experience degraded service quality, higher costs, or extended wait times. These issues could undermine user satisfaction and limit Supernet adoption, directly impacting token utility and value.

## **Discretionary Use of Proceeds**

### ***No Specific Allocation of Proceeds***

The Company has not committed the proceeds of this offering to any specific uses or projects. While proceeds may be used to support the development, security, maintenance, and expansion of the Sogni ecosystem, the Company retains broad discretion to reallocate funds based on evolving business conditions, strategic priorities, or regulatory developments. Purchasers will have no input on how proceeds are used. Proceeds from the Offering are directed by AI Dreams Capital Ltd. The Company does not exercise discretion over the final allocation or use of proceeds beyond token issuance and compliance.

### ***Risk of Misuse or Inefficient Allocation***

Management decisions regarding the use of proceeds may not align with Purchasers' expectations or best interests. Funds could be allocated to initiatives that do not generate user growth, Supernet's utility, or long-term sustainability. Operational, legal, or technical setbacks may divert funds away from core development. If funds are misallocated or used ineffectively, the result could be delayed development, reduced functionality, or diminished value of the SOGNI Tokens.

### ***Use of Proceeds May Not Yield Anticipated Results***

Even if funds are used as intended, there is no guarantee that these expenditures will lead to a successful token launch, robust ecosystem participation, or sustainable token utility. Strategic acquisitions, marketing efforts, or Supernet upgrades may fail to attract users or generate network effects. Purchasers should not assume that their contribution will lead to measurable token appreciation or broader adoption.

## **Legal Representation and No Advisory Relationship**

### ***Representation by Legal Counsel***

The law firm assisting with the preparation of this Memorandum represents only the Company in connection with this offering. Purchasers are not clients of the law firm and should not rely on any part of the Memorandum as legal advice directed to them. The law firm does not undertake to verify the accuracy of factual information nor to monitor ongoing legal compliance.

### ***No Fiduciary or Advisory Relationship***

Purchasers of SOGNI Tokens will not be entitled to any fiduciary, agency, partnership, or trust relationship with the Company. The Company does not act as a fiduciary, advisor, or agent to token holders and is limited to token issuance and compliance. Key decisions regarding the development of the Sogni ecosystem and allocation of proceeds are made by AI Dreams Capital Ltd.

## **Unanticipated Risks and Ecosystem Policy Violations**

### ***Unanticipated and Emerging Risks***

Blockchain technologies, digital assets, and related regulatory frameworks are evolving rapidly. New or unforeseen risks may emerge that are not covered in this document. These could include novel attack vectors, changes in protocol behavior, regulatory reclassification, shifts in user expectations, or disruptive technological innovations. Purchasers accept the risk that future developments may materially affect the value, functionality, or legality of the SOGNI Tokens.

### ***Violation of Terms and Policy Risks***

SOGNI Tokens and the Sogni ecosystem are subject to terms of use, policies, and community standards established by the Company. Users who violate these standards, including but not limited to terms prohibiting unlawful conduct, abusive behavior, or use by restricted persons, may face suspension or restriction of access. Widespread violations or misuse could invite regulatory scrutiny, harm the reputation of the ecosystem, or result in the Company imposing broader restrictions on token usage or platform access.

### ***AI Content Generation Legal and Ethical Risks***

Supernet facilitates and enables the generation of AI-created images that may raise legal and ethical concerns. Users may generate content that infringes copyrights, violates trademarks, or creates unauthorized depictions of individuals or brands. Supernet may be used to create objectionable or potentially harmful content that violates policies or applicable laws. Although the Company implements content moderation measures, the decentralized nature of the ecosystem may limit the Company's ability to prevent all misuse. Regulatory scrutiny of AI-generated content is increasing, and future regulations may impose additional requirements or restrictions on AI image generation platforms.

## USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering may be approximately \$61,548.05 after deducting estimated offering expenses, less any marketing and legal expenses. The Company intends to use the proceeds of the Republic Offerings, net of any federal and state income taxes, for general business purposes, including, but not limited to, technology and product development, as well as promoting the use of Supernet through community building and engagement. No proceeds from this Offering will be used to discharge any indebtedness.

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

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

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

## DILUTION

The following table summarizes the differences between the total consideration and the weighted-average price per token paid by existing tokenholders who have purchased or acquired Sogni 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 \$0.0014 to \$0.0033 per Sogni Token, before deducting estimated expenses in connection to this Offering:

	<b>Tokens Previously Purchased or Acquired</b>	<b>Total Consideration</b>	<b>Weighted Average Price Per Token</b>
Outstanding Tokens (or rights thereto) before this Offering	<b>1,233,333,333(1)(2)</b>	<b>\$3,135,000.00(3)</b>	<b>\$0.0254(4)</b>
Tokens offered in this Offering	<b>21,700,000</b>	<b>\$65,100.00(5)</b>	<b>\$0.003</b>
Tokens offered in Concurrent Offering (6)	<b>76,340,000</b>	<b>\$251,922.00(7)</b>	<b>\$0.0033</b>

- (1) Includes (i) 100,000,000 Sogni Tokens that were allocated to the Angel Round; (ii) 800,000,000 Sogni Tokens that were allocated to the Pre-Seed Round; and (iii) 333,333,333 Sogni Tokens that were allocated to contributors.
- (2) Contributors in the Angel Round, Pre-Seed Round and Seed Round are subject to various unlock schedules as described in the Plan of Distribution.
- (3) Total consideration includes (i) \$135,000.00 pursuant to contributions made to the Company by the Angel Round investors; (ii) \$2,000,000.00 pursuant to contributions made to the Company by the Pre-Seed Round investors; and (iii) \$1,000,000.00 pursuant to contributions made to the Company by Seed Round investors.
- (4) The price per Sogni Token offered to contributors in (i) our Angel Round was \$0.0014; (ii) our Pre-Seed Round was \$0.0025; and (iii) our Seed Round was \$0.0030. For all Sogni Tokens issuable pursuant to the Angel Round, Pre-Seed Round and Seed Round, this amount is calculated based on a price of \$0.0023.
- (5) Total Consideration includes: (i) \$19,500.00 for total Sogni Tokens offered in the “Allowlist” sale; and (ii) \$45,600.00 for Sogni Tokens offered on the Republic platform in reliance upon Regulation D.
- (6) Offered on the Republic platform pursuant to an International Offering Memorandum (“*IOM*”).
- (7) Total Consideration includes: (i) \$176,302.50 for total Sogni Tokens offered in the “Allowlist” sale; and (ii) \$75,619.50 for Sogni Tokens offered on the Republic platform in reliance upon Regulation S.

## MANAGEMENT OF THE COMPANY

Our directors and significant service providers including their ages and positions, are set forth below:

Name	Age	Functional Position
<b>Directors</b>		
Cecilia Tan	41	Chief Operating Officer and Director
<b>Significant Service Providers</b>		
Mauvis Ledford	43	Co-Founder and Chief Executive Officer
Mark Ledford	43	Co-Founder and Chief Technology Officer
Alejandro Ramos	49	Co-Founder and Chief Product Officer

**Cecilia Tan.** Cecilia serves as the sole Director of the Company and as Chief Operating Officer of We&Robot Pte. Ltd., a Singapore-incorporated technology studio formed in May 2024. In her capacity as COO, Ms. Tan provides long-term strategic leadership while overseeing day-to-day business operations. She brings more than twelve years of experience managing disruptive technologies, rapidly evolving market conditions, and complex regulatory environments through senior project-management roles at Bitninja and Ernst & Young.

Prior to joining We&Robot, Ms. Tan led the Risk and Regulatory Advisory / Technology Risk Solutions practice for Ernst & Young Singapore’s Financial Services group, advising clients on technology governance and risk-management frameworks in connection with large-scale digital-transformation initiatives.

### Significant Service Providers

**Mauvis Ledford.** Mauvis is the Co-Founder, Director and Chief Executive Officer of We&Robot.. Mauvis is a seasoned, full-stack CEO with a deep-rooted passion for Web3, AI, and Decentralization. He has successfully led multiple tech startups in and around NYC, San Francisco, and Singapore. Over the course of a 22-year tech career, he has gained expertise spanning the entire startup journey from initial ideation and prototyping to fundraising, development, analytics, and user growth. His specialization lies in designing robust, secure, and scalable systems. Today, his portfolio includes contributions to iconic platforms such as CoinMarketCap (an Alexa Top 100 Site) and Disney Mobile, in addition to collaborations with industry leaders like Skype and the Bill & Melinda Gates Foundation.

**Mark Ledford.** Mark is the Co-Founder and Chief Technology Officer at We&Robot. He has built out successful startup platforms with intimate teams for 2 decades. In that time his engineering, product, and management leadership skills contributed to the success of several platforms including numerous rounds of VC funding and several startup acquisitions. His specialties include Agile Enterprise software platform development, Startup engineering leadership, Web application architecture, Bitcoin, Blockchain, Cryptocurrencies, NFTs, and Nascent technology R&D, AI.

**Alejandro Ramos.** Alejandro is the Co-Founder and Chief Product Officer at We&Robot. Alejandro was the former head of iOS at CoinMarketCap, he single-handedly built CMC's iOS app that remains in use today. Alejandro brings extensive experience in creating intuitive user experiences and mobile applications.

### Management Composition and Risk Oversight

The board of directors of the Company is currently composed of one member. There is no familial relationship at the board level, but Mauvis and Mark Ledford, who are both co-founders and senior management of We&Robot, are brothers. See *“Operational, Personnel, and Governance Risks”* for a discussion of associated risks.

### Relationship to We&Robot.

Company and We&Robot operate under a Services Agreement dated 20 June 2024 that separates governance from technical execution. The Company alone has the authority to issue and manage the \$SOGNI Token, control all on-chain reserves, run treasury operations, and meet all fundraising obligations. We&Robot functions as an independent contractor responsible for designing, building, and maintaining Supernet and related creative-AI applications; it has no custodial or governance rights over any tokens or cash. Compensation to We&Robot consists of service fees and token allocations that vest over time pursuant

to the Company's published tokenomics plan, ensuring that We&Robot's incentives remain aligned with long-term platform growth. Because We&Robot delivers the core technology on which the token ecosystem depends, any material breach or termination of the Services Agreement could adversely affect the Company's operations and the value of \$SOGNI tokens.

#### We&Robot Pte Ltd.

We&Robot Pte Ltd, incorporated in Singapore in June 2024, is a specialised technology studio focused on artificial-intelligence infrastructure for creative applications. Acting as the primary development arm for Supernet, it supplies engineering talent, content assets, and product-management services under its Services Agreement with the Company. We&Robot's mandate is strictly technical: it builds and maintains Supernet's core infrastructure, applications, and software-development kits that enable \$SOGNI Token functionality. It neither holds nor controls any \$SOGNI tokens or related treasury assets; those remain under the exclusive authority of the Company. We&Robot is compensated through structured service fees and time-based token allocations, but it exercises no role in token issuance, governance, or financial decision-making.

#### **IP Ownership**

Under the Service Agreement, the Company maintains full ownership of all intellectual property created by We&Robot. Per that agreement, We&Robot must assign to Company all rights and interests in any intellectual property relating to materials developed during the service period.

We&Robot may request a license from the Company to reuse, adapt, or commercially exploit intellectual property they've created but assigned to the Company. Such requests must be approved by the Company, but such approval cannot be unreasonably withheld.

#### **Limitation of Liability and Indemnification**

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

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

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

## DIRECTOR COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)
<b>Cecilia Tan</b> <i>Director</i>	\$0/year	0.00%

## CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

### ODB Offering Engagement

We are currently party to an offering engagement agreement with ODB, effective as of January 31, 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 Sogni 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](http://www.republic.com).

*Reimbursable expenses in the event of termination.* A Termination Fee of \$15,000.00 is due upon termination for any reason other than ODB's uncured breach. This includes termination for cause due to the Company's uncured breach, expiration of the term, or the Company's voluntary termination with 30 days prior written notice. Either Party may terminate this Agreement for cause immediately if the other Party: (i) breaches a material obligation and fails to cure it within 10 days of notice; (ii) becomes subject to bankruptcy, insolvency, receivership, or liquidation proceedings; (iii) admits in writing its inability to pay debts as they become due; or (iv) becomes subject to any order or judgment that materially impairs its ability to perform under this Agreement. If the Company cancels or decides not to pursue the Offering after meeting the minimum investment amount necessary to perform a closing, termination fees shall remain due and payable, unless the Company terminates the Agreement for ODB's uncured breach. The right of either Party to terminate this Agreement shall not be affected by its waiver or failure to take action with respect to any previous default.

*Commission and Expenses.* The cash fee paid to ODB from the proceeds of this Offering and the Concurrent Offering will be (i) the greater of (A) \$12,000.00 or (B) pursuant to the following schedule: a) For the dollar value of the tokens sold to Investors pursuant to the combined proceeds of the Offerings up to but not in excess of \$250,000.00: five percent (5.0%) to ODB; and b) For the dollar value of the tokens sold to Investors pursuant to the combined proceeds of the Offerings greater than \$250,000.00 but not in excess of \$500,000: four percent (4.0%) to ODB (collectively, the “**Cash Commission**”).

The Issuer will also pay ODB a tokens commission equivalent to two percent (2.0%) of the dollar value of the Tokens issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the “Tokens Commission”). Thus, a purchase of \$1,000 in this Offering would result in approximately \$960 to the Company if the total combined proceeds are between \$250,000 and \$500,000 (with \$40 in cash commission to ODB and \$20 in token commission to ODB) or approximately \$950 to the Company if the total combined proceeds are below \$250,000 (with \$50 in cash commission to ODB and \$20 in token commission to ODB).

Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or makes any assurances as to the completeness, accuracy or reliability of any such information provided by the Company. While our management may promote the Company and this Offering, ODB may also pay commissions to other parties in connection with facilitating this Offering.

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

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

*Payment Processing and Administrative Fees* Purchases in \$USDC and \$USDT through ZeroHash will incur a total fee equal to the greater of \$2,500 (minimum fee) or 0.1% of the total payment volume. The above fee ZeroHash will ultimately be borne by the Company.

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

### **Indemnification and Control**

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

### **Refunds and Surplus Payments for Payments Made Through ZeroHash**

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

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

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

Examples:

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

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

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

**SECURITY OWNERSHIP OF MANAGEMENT AND  
CERTAIN SECURITY HOLDERS OF THE COMPANY**

AI Dreams Capital Ltd. is a limited company incorporated under the laws of the British Virgin Islands. The Certificate of Incorporation of the Company was filed with the Registrar of Corporate Affairs on June 20, 2024.

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

Except as otherwise noted below, the address for each person or entity listed in the table is Morgan & Morgan Building, Pasea Estate, Road Town, Tortola, British Virgin Islands. We have determined beneficial ownership of our common stock in accordance with the rules of the SEC.

<b>Title of Class</b>	<b>Name and address of beneficial owner</b>	<b>Amount and nature of beneficial ownership</b>	<b>Percent of Class</b>
Common Stock	Cecilia Tan Soo Yi	1 share	100%

## DESCRIPTION OF THE SOGNI TOKENS

### Overview

We are offering Token Purchase Agreements (TPAs) in this Offering in accordance with the terms outlined under “[Terms of the Offering](#)” above, which entitles the holders thereof to purchase \$SOGNI Tokens at a fulfillment price of between \$0.00030 and \$0.0033 per \$SOGNI Token. The TPAs and the \$SOGNI Tokens are subject to transfer restrictions as described under “[Terms of the Offering](#)” above.

\$SOGNI is the native utility-and-governance token of Supernet, a Decentralized Physical Infrastructure Network (“*DePIN*”) optimized for Creative-AI workloads. One \$SOGNI effectively represents a unit of GPU-rendering time and coordinates incentives among all network participants:

- **Artists & Developers** – spend \$SOGNI to access premium AI tools (e.g., Sogni Studio), invoke AI models, and integrate third-party apps through the Supernet SDK/API.
- **Workers** – earn \$SOGNI for contributing GPU power; 1 % of each claim is automatically burned, moderating supply growth.
- **Token Holders** – may stake tokens (single-sided or LP) for yield and, once a DAO module is live, vote on protocol upgrades and reward parameters.
- **Model Creators & Trainers** – receive \$SOGNI whenever their models are executed within the ecosystem.
- **Community & Collaborations** – use \$SOGNI in NFT projects, Telegram sticker bots, Discord integrations, and similar initiatives.

### Dual Token / Credit Layer

For fiat-on-ramp convenience, the ecosystem employs an in-app credit called **\$SPARK**. Users may buy \$SPARK with conventional payment methods; proceeds are automatically converted into \$SOGNI and routed to worker payouts. \$SPARK exists solely as a payment convenience and does not affect the supply, rights, or functionality of \$SOGNI Tokens.

### Ownership and Security of Sogni Tokens

The ownership of \$SOGNI Tokens is recorded on-chain by linking a wallet address (public key) to a token balance. Control rests exclusively with the holder of the corresponding private key; loss or compromise of that key results in irreversible loss of the associated tokens. \$SOGNI is fungible and bears no serial numbers or tracking features.

Possession and control of the private key are paramount for exercising ownership rights over \$SOGNI Tokens. \$SOGNI Tokens are not subject to additional tracking mechanisms, lacking serial numbers or unique identifiers. This design ensures their interchangeability and fungibility.

Because a tokenholder's control of the private key is critical to controlling the \$SOGNI Tokens, holders must ensure the security and privacy of their relevant private keys. If a private key is lost, compromised, or stolen, the token holder will permanently lose control of the associated \$SOGNI Tokens.

### Token Supply

The total supply of \$SOGNI Tokens is 10,000,000,000 tokens. Allocation across public sales, treasury, community incentives, team, investors, and liquidity reserves is described under “[Plan of Distribution](#).”

### Limited SOGNI Token-Related Rights

Sogni Tokens (\$SOGNI) are utility tokens designed to facilitate various functions within Supernet ecosystem. Specifically, Sogni Tokens do not:

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

## **Secondary Markets**

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

The Company makes no representation that an active or liquid secondary market will develop and does not encourage off-platform trading. Purchasers should be prepared to hold for an indefinite period or use the tokens within the Supernet ecosystem.

## DESCRIPTION OF THE SUPERNET

### Overview

Sogni Supernet (the “*Supernet*”) is a Decentralized Physical Infrastructure Network (“*DePIN*”) that aggregates consumer-grade NVIDIA GPUs and Mac M-series machines to deliver on-demand rendering capacity for creative-AI workloads. The current testnet operates on Base Sepolia; a Token Integration Event (“*TIE*”). Upon main-net launch, all rendering fees, staking rewards and worker payouts will be denominated in \$SOGNI Tokens (described under “[Description of the SOGNI Tokens](#)” above).

### Privacy and Content Ownership

The Supernet is designed to minimise data collection and to give creators full control over their outputs:

- **No platform-level surveillance.** Rendering jobs are processed without persistent logging of prompts or outputs.
- **Creator-controlled disclosure.** Finished assets remain private until users elect to publish or mint them.

This privacy framework is intended to foster uninhibited artistic exploration while complying with applicable data-protection laws.

### Dual-Tier Architecture

Supernet’s dual-tier architecture balances speed, affordability, and scalability. Creators can choose from two rendering options:

Tier	Hardware Source	Indicative Latency*	License Requirement	Principal Use-Case
<b>Fast</b>	Consumer NVIDIA GPUs	~4–5 s per image	NFT worker license (~US \$300)	Real-time iteration, low-batch volumes
<b>Relax</b>	Mac M-series fleet	24 s – 1 min	None	Large-batch or non-time-sensitive jobs

\* Latency figures are management estimates based on internal testing; actual results will vary with network load.

### Worker On-Boarding and Economics

GPU operators may join the network by (i) purchasing an NFT worker license (Fast tier) or (ii) installing the Mac-worker client (Relax tier). Licenses are minted in batches of 100 when average GPU utilization approaches 25 %, thereby moderating hardware oversupply. Based on present fee schedules and utilization assumptions, an RTX 4090 operator may earn approximately US \$300–350 per month, though earnings will fluctuate with network demand, token price and operating costs.

### Developer and User Tooling

Supernet provides a full development stack:

- **SDK / API** documentation enabling direct integration into third-party applications.
- **First-party apps** (Sogni Studio, Studio Pro and Pocket) for macOS and iOS.
- **Web portal** (web.sogni.ai) for browser-based rendering.
- **Messaging integrations** (live Telegram sticker bot; Discord bot in beta).
- **Open-source reference scripts** and a plug-in for the Eliza autonomous AI agent.

Third-party projects already live on testnet include NFT art generators (BetBitX, Prodigy, Ensemble) and custom-content bots such as Checkemon.

## Ecosystem Participants and Token Flows

Participant	Primary Activity	Compensation/Cost
Artists/Designers	Submit rendering jobs via first- or third-party apps	Pay fees in \$SOGNI (or \$SPARK)
Developers	Build apps or integrations using SDK / API	Earn \$SOGNI from user fees or revenue-share agreements
Workers	Supply GPU or Mac computing resources	Receive \$SOGNI, 1% reward
Model Creator	Upload/maintain AI models	Receiving share of rendering fees in \$SOGNI
Token Holders	Stake tokens; future protocol governance	Earn staking rewards; vote on selected parameters (post-DAO launch)

### Primary Revenue Streams

Supernet is designed to generate revenue from (i) per-render fees for image and video generation, (ii) custom model-training jobs (e.g., fine-tuned LoRAs), and (iii) enterprise API subscriptions. By operating two rendering queues (see Section 3 above), the network can address both latency-sensitive work (Fast Tier) and cost-constrained bulk jobs (Relax Tier). Management believes this dual-tier model differentiates the Supernet from single-speed competitors.

### Key Operating Characteristics

<i>Selected Metric</i>	<i>Fast Tier</i>	<i>Relax Tier</i>
Median render time*	< 5 seconds (6 images batch)	24 – 60 seconds
Maximum concurrent jobs	up to 512	network-limited
Indicative pricing**	premium	~ 50 % of Fast

\* Based on internal testnet data as of May 2025.

\*\* Subject to change; see “Risk Factors—Pricing Risk.”

Users retain the option to perform small, no-fee test renders locally via Sogni Studio or Sogni Pocket, then migrate heavier workloads to the Supernet queues.

### Illustrative Revenue Projections (Unaudited)

The following management estimates are presented solely for illustrative purposes and should be read together with the “Forward-Looking Statements” legend page 6 and “Risk Factors - Financial Projections” beginning on page 14. Figures are non-GAAP, unaudited, and assume:

- average spend of US \$10 per paid user per month;
- network pricing of US \$0.005 per render;
- GPU throughput of approximately 4,320 renders per GPU per day;
- worker rewards paid at US \$333 per GPU per month; and
- Company operating expenses of roughly US \$900,000 per year.

Paid Users	Daily Renders	GPUs Required	Annual Gross Revenue	Annual Operating Expense	Annual Worker Rewards	Illustrative Pre-Distribution Profit***
10,000	657,534	152	US \$12.0 mm	(0.9 mm)	(0.6 mm)	US \$10.5 mm
50,000	3,287,671	761	60.0 mm	(0.9 mm)	(3.0 mm)	56.1 mm
250,000	16,438,356	3,805	300.0 mm	(0.9 mm)	(15.2 mm)	283.9 mm

\*\*\* “Pre-Distribution Profit” represents gross revenue less estimated operating expense and worker rewards and does not account for staking incentives, token burns, treasury allocations, taxes, or any other potential distributions. Actual results could differ materially from these estimates due to, among other factors, variations in token price, render demand, hardware costs, or regulatory developments.

### State of the Project

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



### Competition

Sogni AI operates in the generative AI space, where its primary competitors include Midjourney and Wombi AI. While these platforms are well-established in AI-driven image generation, Sogni AI differentiates itself through a combination of user accessibility, customization, and ecosystem integration.

## Differentiators from Key Competitors

- A. Seamless Web & API Integration: this requires Discord interaction, Sogni AI offers a full-featured web platform and API integration for businesses, developers, and creatives, making it more accessible for enterprise adoption. This allows brands, agencies, and platforms to integrate AI image generation into their existing workflows with ease. (Enterprise-Friendly)
- B. Customization & Fine-Tuned AI Outputs: Sogni AI provides more granular control over styles, prompts, and creative outcomes, catering to users who require specific brand consistency or enterprise-grade AI outputs. While others focus on general artistic styles, Sogni AI enables tailored AI outputs suited for commercial and professional applications.
- C. Tokenized Ecosystem & Web3 Integration (Future Vision): Sogni AI is exploring a tokenized rewards system, allowing users to earn and spend within the platform, which competitors currently do not offer. This approach fosters user engagement, community participation, and decentralized AI-powered creativity.
- D. Scalability & Diverse Use Cases: Sogni AI is designed to scale across industries, from marketing and design to gaming, e-commerce, and beyond. While others focus primarily on creative professionals and hobbyists, Sogni AI's flexible AI models cater to both individual creators and enterprise clients.
- E. Competitive Edge: Sogni AI differentiates itself by combining enterprise-ready AI solutions, user-friendly access, Web3 incentives, and commercial-friendly licensing—making it a more versatile and scalable AI-powered content generation platform compared to competitors.

## PLAN OF DISTRIBUTION

This Offering of Sogni 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 Sogni Tokens

The 10,000,000,000 Sogni Tokens, consisting of the initial minted supply of Sogni Tokens, will be distributed as follows:

Allocation	Tokens	%
<b>PRIVATE SALES</b>		
Angel Round	100,000,000	1.00%
Pre-seed Round	800,000,000	8.00%
Seed Round	333,333,333	3.33%
<b>PUBLIC SALES</b>		
Republic (“Allowlist”)	6,500,000	0.065%
Republic (Reg D)	15,200,000	0.152%
Concurrent Offering (“Allowlist”)	53,425,000	0.534%
Concurrent Offering (Reg S)	22,915,000	0.229%
Other Public Sales	1,960,000	0.196%
<b>Liquidity Reserves</b>		
Liquidity Reserves	800,000,000	8.00%
Team and Advisors	2,000,000,000	20.00%
Creator Fund	1,000,000,000	10.00%
Sogni Reserve	2,866,666,667	28.67%
GPU Worker Rewards	2,000,000,000	20.00%
<b>Total Token Allocation:</b>	<b>10,000,000,000</b>	<b>100%</b>

**Private Sale:** A total of 1,233,333,333 Sogni Tokens, equal to 12.33% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company’s reserves.

**Angel Round.** 100,000,000 Sogni Tokens, equal to 1.0% of the initial network supply of Sogni Tokens, will be sold at \$0.0014 per token and will be allocated to Angel Round contributors. Sogni Tokens in this category will be subject to a 6-month lock up after the TIE and a 18-month linear unlock schedule.

**Pre-Seed Round.** 800,000,000 Sogni Tokens, equal to 8.0% of the initial network supply of Sogni Tokens, will be sold at \$0.0025 per token and will be allocated to Pre-Seed Round contributors. 7.5% of Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 3-month lock up after the TIE and a 18-month linear unlock schedule.

**Seed Round.** 333,333,333 Sogni Tokens, equal to 3.33% of the initial network supply of the Sogni Tokens, will be sold at \$0.003 per token and will be allocated to Seed contributors for their capital contributions. 5% of the Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 3-month lock up after the TIE and a 18-month linear unlock schedule.

**Public Sales:** A total of 100,000,000 Sogni Tokens, equal to 1.00% of the initial network supply, is allocated to investors across multiple fundraising rounds per the below. These numbers may be increased by the Company in its discretion subsequent to the commencement of the Offering by allocation from the Company’s reserves.

**Republic “Allowlist” Sale (Regulation D).** 6,500,000 Sogni Tokens, equal to .065% of the initial network supply of the Sogni Tokens, will be sold at \$0.003 per token and will be allocated for sales to certain “allowlist” contributors in the Republic Sale (Regulation D). Tokens in this category will be released within seven calendar days after the expiration of the twelve (12) month period following the TPA purchase (the “*Restricted Period*”).

**Republic Sale (Regulation D).** 15,200,000 Sogni Tokens, equal to 0.152% of the initial network supply of the Sogni Tokens, will be sold at \$0.003 per token and will be allocated to certain contributors in the Republic Sale (Regulation D). Tokens in this category will be released within seven calendar days after the Restricted Period.

**Republic “Allowlist” Sale (Concurrent Offering).** 53,425,000 Sogni Tokens, equal to 0.534% of the initial supply of the Sogni Tokens, will be sold at \$0.0033 per token and will be allocated for sales to certain contributors in the Republic Sale (Regulation S). 25% of the Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 2-month lock up after the TIE and a 7-month linear unlock schedule.

**Republic Sale (Concurrent Offering).** A total number of 22,915,000 Sogni Tokens, equal to 0.229% of the network supply of the Sogni Tokens, will be sold at \$0.0033 per token and will be allocated to certain contributors in the Republic Sale (Regulation S). 25% of the Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 2-month lock up after the TIE and a 7-month linear unlock schedule.

**Other Public Sales.** 1,960,000 Sogni Tokens, equal to 0.196% of the initial network supply of the Sogni Tokens, will be sold at \$0.003 per token and will be allocated to supplementing the Republic Sales or future public sales following the Token Integration Event. 25% of the Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 2-month lock up after the TIE and a 7-month linear unlock schedule.

**Liquidity Reserves:** A total number of 800,000,000 Sogni Tokens, equal to 8.0% of the initial network supply of the Sogni Tokens, will be sold at \$0.004 per token and will be allocated to the floating liquidity provision for the tokens. 10% of the Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 6-month linear unlock schedule.

**Team and Advisors:** A total number of 2,000,000,000 Sogni Tokens, equal to 20.0% of the initial network supply of the Sogni Tokens, is allocated to the team and advisors of the Company. Tokens in this category will be subject to a 6-month lock up after the TIE and a 24-month linear unlock schedule.

**Creator Fund:** A total number of 1,000,000,000 Sogni Tokens, equal to 10.0% of the initial network supply of the Sogni Tokens, will be allocated to the creator fund of the Company. Tokens in this category will be subject to a 36-month linear unlock schedule.

**Sogni Reserve:** A total number of 2,866,666,667 Sogni Tokens, equal to 28.67% of the initial network supply of the Sogni Tokens, is allocated to the Company reserves. 5% of the Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 60-month linear unlock schedule.

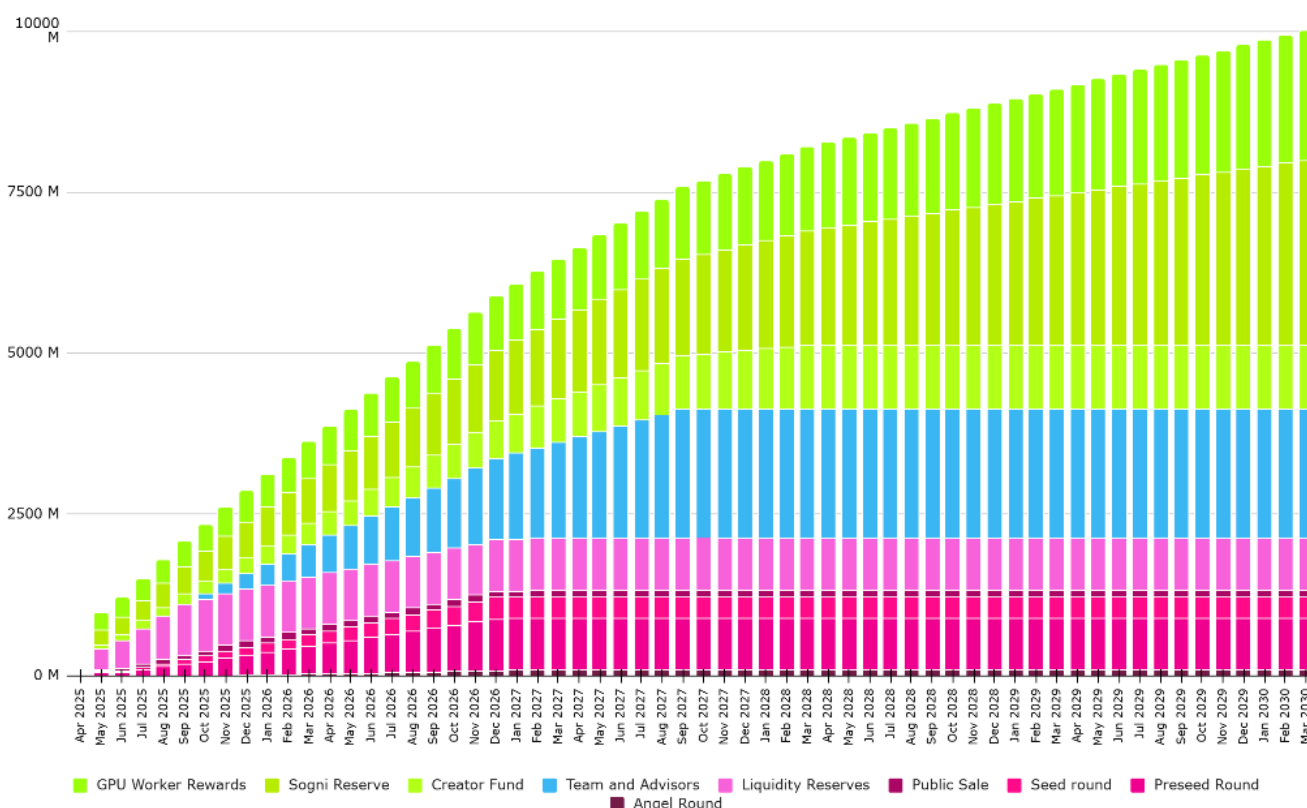
**GPU Worker Rewards:** A total number of 2,000,000,000 Sogni Tokens, equal to 20.0% of the initial network supply of the Sogni Tokens, are allocated to GPU worker rewards of the Company. 10% of the Sogni Tokens in this category will be released on the TIE. The balance of the Tokens will be subject to a 60-month linear unlock schedule.

### **Sogni Token Supply Release Schedule**

The figure below shows the change in Sogni Token supply over time as the Sogni Tokens unlock as per the terms described above. This figure does not account for staking rewards.

## Total tokens in circulation (by group)

in Millions



## Purchaser Qualifications

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

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

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

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

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

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

## Other Requirements

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

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

- (i) you represent and warrant that none of (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any subscription amounts from a prospective Purchaser if such prospective Purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify the Company should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, the

Company may be obligated to “freeze the account” of any Purchaser, either by prohibiting additional subscription from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose such Purchaser’s identity to the OFAC;

- (ii) you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined in the footnotes below; and
- (iii) if you are affiliated with a non-U.S. banking institution (a “*Foreign Bank*”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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

## **ODB**

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

## **Delivery of Sogni Tokens**

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

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

## **Prior Offerings**

We have raised close to \$2.135 million, over a period of 7 months with Angel and Pre-Seed rounds with Token Vesting tied to TIE. The tokens are subject to a 6-month and 3-month lock up period from the Token Integration Event followed by an 18-month linear unlock schedule. The KOL Investor offering, representing 1.0% of the token supply, introduced slightly modified terms with tokens subject to a 2-month lock up period from the Token Integration Event followed by an 18-month linear unlock schedule. Target future diluted valuation of the token sale at public round would be \$40 million.

Our proposed valuation or valuation cap was determined through a comprehensive evaluation of industry benchmarks, market conditions, and strategic input from industry advisors. Our approach ensures a fair, competitive, and sustainable valuation that reflects both the current state of our business and its future growth potential.

## NOTICE TO PURCHASERS

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

### Procedures for Subscribing

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

### Closing Requirements

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

### Notice Concerning the Securities Act

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

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

### Representations and Warranties of Purchasers

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

- (1) It understands and acknowledges that (i) the Sogni Tokens, has not been and will not be registered under the Securities Act or any other applicable securities law, unless required by applicable law, (ii) the Sogni 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 Sogni 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 Sogni Tokens may not be offered, sold or otherwise transferred or disposed of, except in compliance with the registration requirements of the Securities Act and any other applicable securities law, or pursuant to an exemption therefrom and, in compliance with the conditions for transfer set forth in paragraphs (5) and (9) below.
- (2) It acknowledges that this Memorandum relates to an offering that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities. Purchaser must acknowledge that it is an "accredited investor" (as defined in Regulation D) acquiring the TPA, and it is aware that the TPA and the Sogni Tokens, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.
- (3) It acknowledges that the execution of a TPA is also the purchase of Sogni Tokens, if, as, and when they are issued.

- (4) In addition to all applicable transfer restrictions under applicable securities laws, it acknowledges and agrees that: (i) holders of the TPA's may never offer, sell, assign, transfer, pledge, encumber, or otherwise dispose of the TPA and (ii) the Sogni Tokens may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of until such time as the Company (A) designates or creates a Designated Exchange and notifies Sogni Tokenholders thereof or (B) notifies Sogni Tokenholders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.
- (5) It acknowledges that neither the Company, nor any of its representatives or affiliates, have made any statement, representation, or warranty, express or implied, to it other than the information contained in this Memorandum, which has been delivered to it and upon which it is solely relying in making its decision with respect to the Sogni Tokens. It has had access to such financial and other information concerning the Company and the Sogni Tokens as it has deemed necessary in connection with its decision to participate in the Offering, including an opportunity to ask questions of and request information from the Company, and such information has been made available to it.
- (6) It is the Sogni 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 Sogni Tokens, when issued, in reliance upon Rule 144A if applicable, Section 4(a)(6), Regulation S, or any other exemption from registration available under the Securities Act, in each case, subject to the conditions set forth in (9).
- (7) Each holder of the Sogni Tokens acknowledges that the Company is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the Sogni Tokens, when issued.
- (8) Each holder of a TPA acknowledges that:

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

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

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

THE HOLDER OF THIS TPA 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 THE TOKEN OR INTERESTS 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 THE TOKEN OR INTEREST WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.

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

- (9) It agrees that it will not transfer Sogni Tokens unless it is given reasonable assurance that each person to whom it transfers Sogni Tokens receives notice of any restrictions on transfer of such Sogni Tokens.
- (10) If it is an acquirer in a transaction that occurs outside the United States within the meaning of Regulation S, it acknowledges that until the expiration of the Distribution Compliance Period (as defined in Regulation S under the Securities Act), any offer or sale of the Sogni Tokens within the United States or to a U.S. Person by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.
- (11) It acknowledges that the Company or its transfer agent, for the Sogni Tokens will not be required to accept for registration of transfer any Sogni Tokens, except upon presentation of evidence (including an opinion of counsel) satisfactory to the Company and the Transfer Agent, that the restrictions set out therein have been complied with.
- (12) It understands that no action has been taken in any jurisdiction in the U.S. or elsewhere by the Company that would result in a public offering of the Sogni Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the Sogni Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the Sogni Tokens will be subject to the transfer restrictions set forth under this "Notice to Purchasers."
- (13) It (a) is able to act on its own behalf in the transactions contemplated by this Memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective purchase of the Interests and (c) (or the account for which it is acting as a fiduciary or agent) has the ability to bear the economic risks of its prospective purchase of the Tokens, and can afford the complete loss of such purchase.
- (14) It acknowledges that the Company will rely upon the truth and accuracy of the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section and agrees that, if any acknowledgements, representations, warranties, and agreements deemed to have been made by its participation in the Offering are no longer accurate, it will promptly notify the Company.
- (15) If it is acquiring the Sogni Tokens as a fiduciary or agent for one or more Purchaser accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section on behalf of each such Purchaser account.
- (16) Either (i) the Purchaser is not acquiring or holding such Sogni Tokens or an interest therein with the assets of (A) an employee benefit plan that is subject to Part 4 of Subtitle B of Title I of ERISA, (B) a "plan" to which Section 4975 of the Code applies (including an individual retirement account), (C) an entity deemed to hold "plan assets" of any of the foregoing by reason of an employee benefit plans or plan's investment in such entity, (D) a governmental plan (as defined in Section 3(32) of ERISA), (E) a church plan (as defined in Section 3(33) of ERISA) that has not made an election under Section 410(d) of the Code, or (F) a non-U.S. plan, or (ii) the Purchaser is acquiring or holding such Interests or an interest therein with the assets of (A) a governmental plan, a church plan that has not made an election under Section 410(d) of the Code, or a non-U.S. plan and (B) the acquisition and holding of such Interests by the Purchaser, throughout the period that it holds the Interests and the disposition of such Interests or an interest therein will not constitute or result in a violation of any provisions of any applicable United States federal, state or local laws or non-U.S. laws that regulate such plan's investments.

## **Limitation of Liability and Indemnification**

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

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

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, board of directors members, directors, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a president, board of directors 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 of directors member, director, officer, or controlling person in connection with the securities being offered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. We believe that these provisions and agreements are necessary to attract and retain qualified persons as our president, board of director members, officers, and directors. At present, there is no pending litigation or proceeding involving our president, board of director members, directors, or officers for whom indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification. The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the Listing Agreement, and to contribute to payments that ODB may be required to make for these liabilities.

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

## **Potential Conflicts of Interest**

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

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

## **TAX CONSIDERATIONS**

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

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

## REGULATION D RULE 506(C) INVESTOR VERIFICATION STANDARDS

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

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

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

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

**ADDENDUM A**

**COMPANY UNAUDITED FINANCIALS**

# Sogni Financial Report

Unaudited Financial Summary (Jan - May 2025)

## Key Financial Highlights

Total Spend (Jan-May)	\$626,864
Avg Monthly Spend	\$125,373
Period-End Balance	\$1,137,308
Staff Growth	From 11 to 12 Employees
Grant Funding	\$100,000 (AWS & Google Cloud)

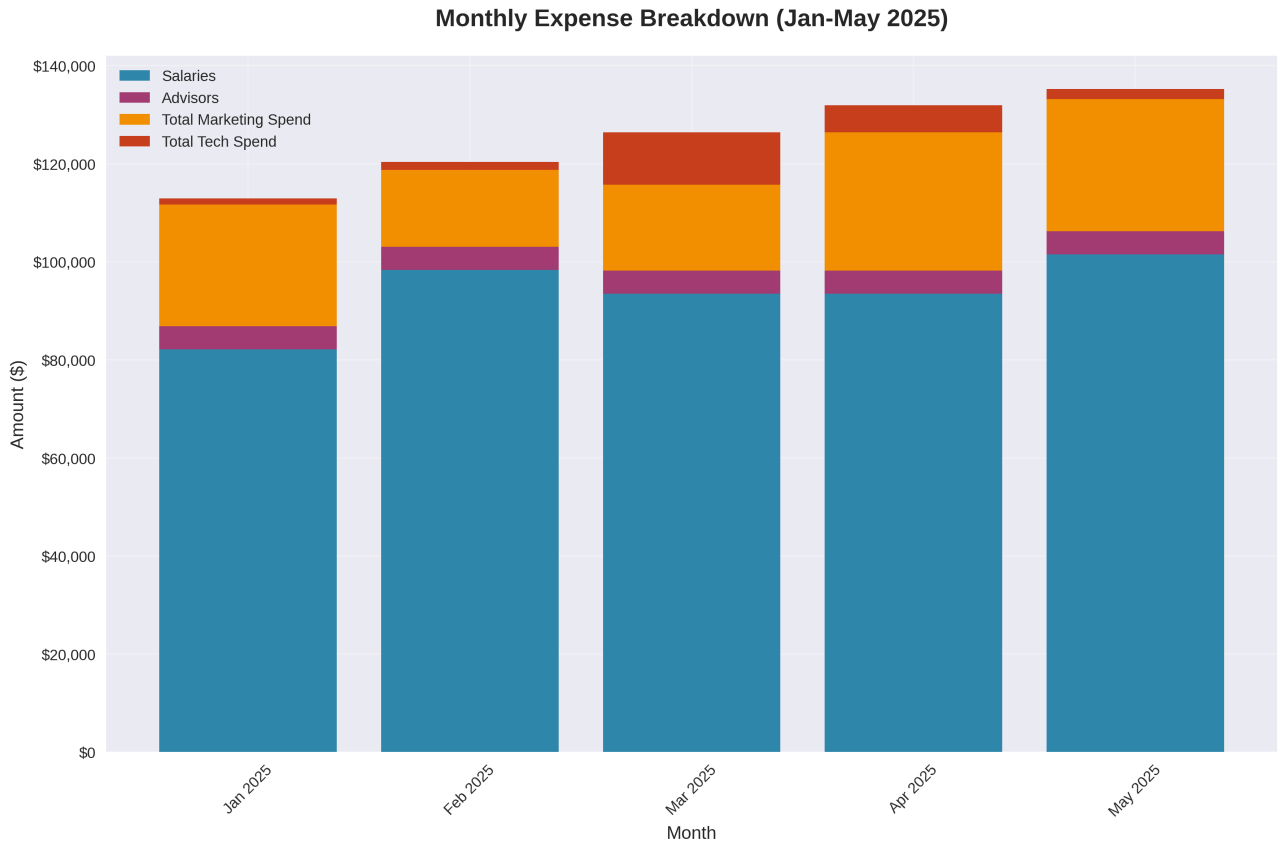
## Monthly Financial Overview

Month	Salaries	Advisors	Marketing	Technology	Total Spend	Balance
Jan 2025	\$82,148	\$4,745	\$24,813	\$1,226	\$112,932	\$972,000
Feb 2025	\$98,316	\$4,745	\$15,670	\$1,665	\$120,396	\$1,281,158
Mar 2025	\$93,483	\$4,745	\$17,518	\$10,640	\$126,386	\$1,148,144
Apr 2025	\$93,483	\$4,745	\$28,176	\$5,520	\$131,924	\$1,306,761
May 2025	\$101,483	\$4,745	\$26,986	\$2,012	\$135,226	\$1,137,308

The total company spend trend line chart reveals a consistent upward trajectory in monthly expenses, growing from \$112,932 in January to \$135,226 in May 2025. The trend line shows controlled growth with a gradually decreasing rate of increase, suggesting the company is approaching operational efficiency while continuing to invest in launch preparation. The smooth progression of the trend line indicates disciplined financial management and strategic planning, with spending increases that appear planned and sustainable rather than reactive or uncontrolled during the pre-launch phase.

*Disclaimer: This report is based on unaudited financial data. It is for informational purposes only and should not be considered investment advice. Investors should conduct their own due diligence.*

## Monthly Expense Breakdown

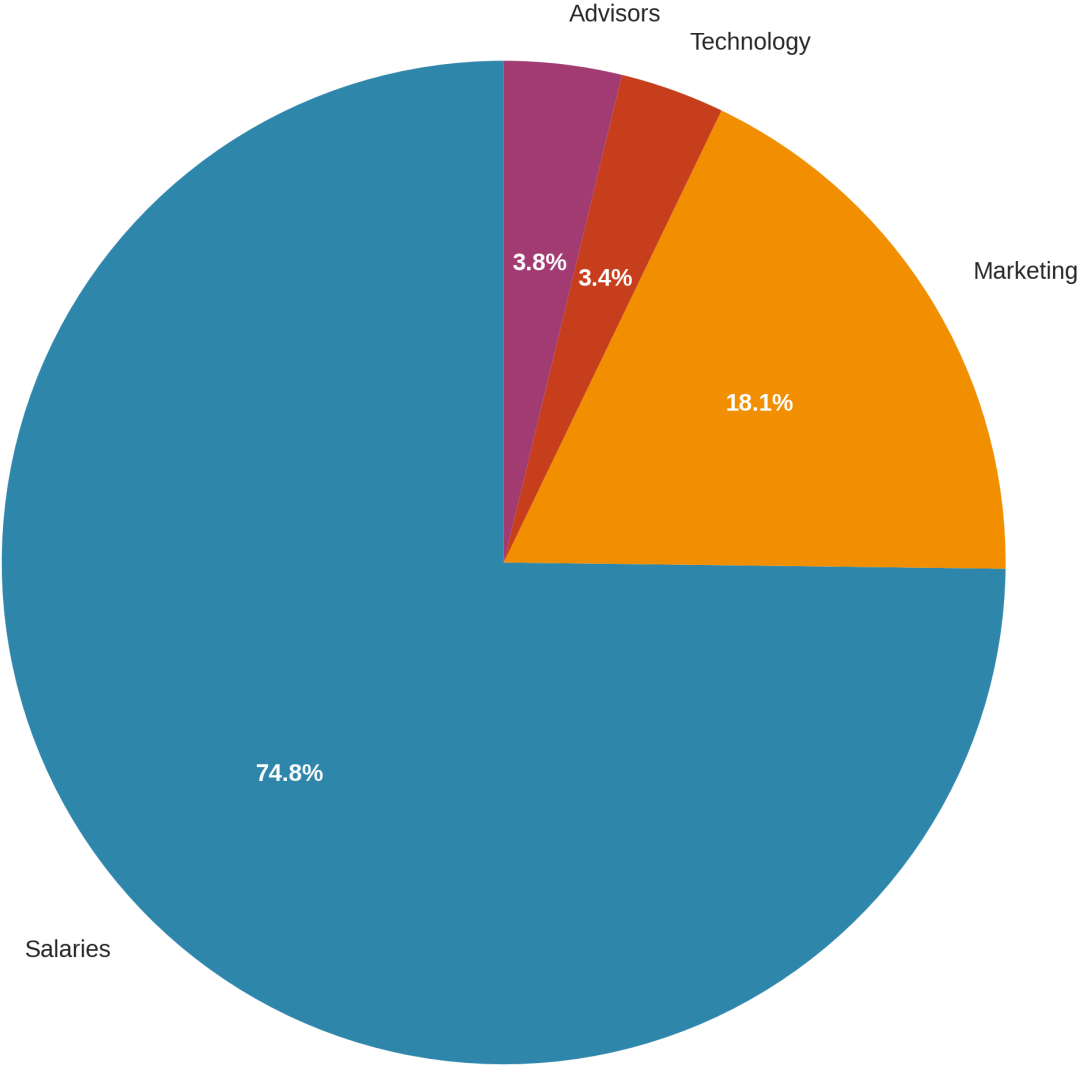


The monthly expense breakdown chart illustrates the composition of Sogni's spending across the five-month pre-launch period. The stacked bar chart clearly demonstrates that salaries represent the dominant expense category, consistently accounting for the majority of monthly expenditures. The visualization shows the controlled growth in total expenses from January through May, with each category maintaining relatively stable proportions.

Key observations from this visualization include the consistent advisor compensation across all months, the strategic nature of marketing spend (representing downpayments for multi-month contracts), and the relatively modest technology expenses enhanced by grant funding. The chart effectively demonstrates the company's focus on human capital investment while maintaining strategic investments in launch preparation and infrastructure.

Average Monthly Expense Distribution

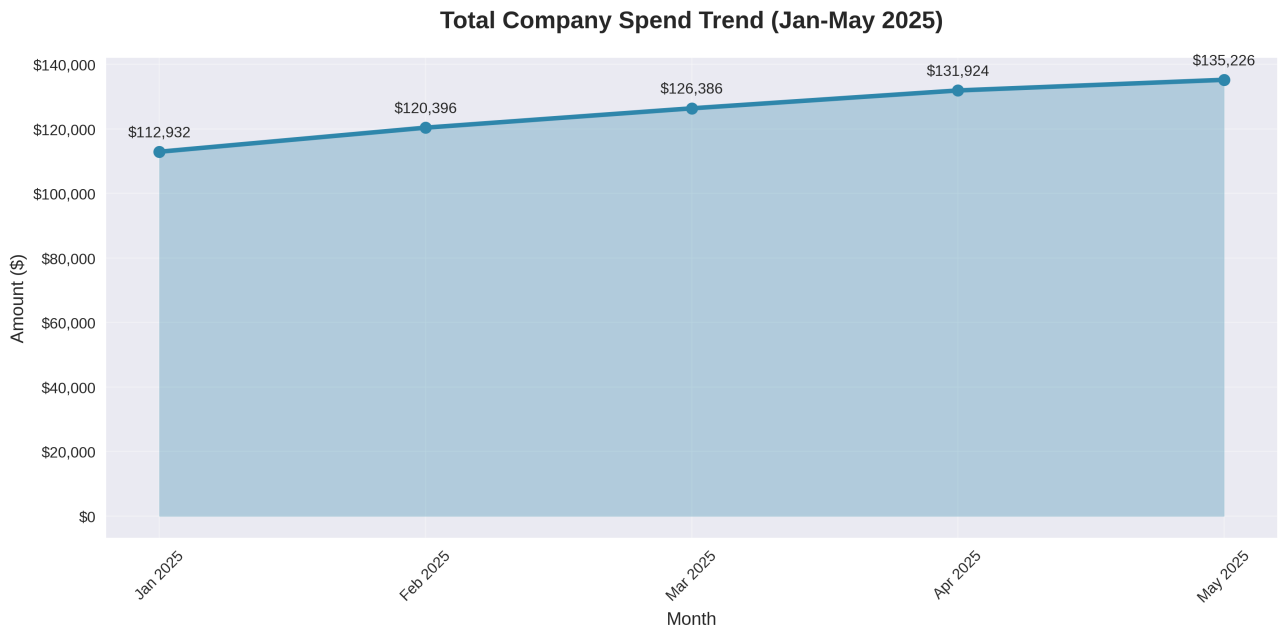
Average Monthly Expense Distribution (Jan-May 2025)



The expense distribution pie chart provides a clear view of how Sogni allocates its resources on average during the pre-launch period. Salaries account for 74.8% of total expenses, reflecting the company's commitment to building and maintaining a strong team for launch readiness. Marketing represents 18.1% of expenses, indicating significant investment in pre-launch positioning and multi-month contract commitments, while technology (3.4%) and advisors (3.8%) represent smaller but important operational components.

This distribution aligns with typical patterns for pre-launch technology companies, where human capital represents the primary investment while maintaining necessary spending on market preparation and technical infrastructure.

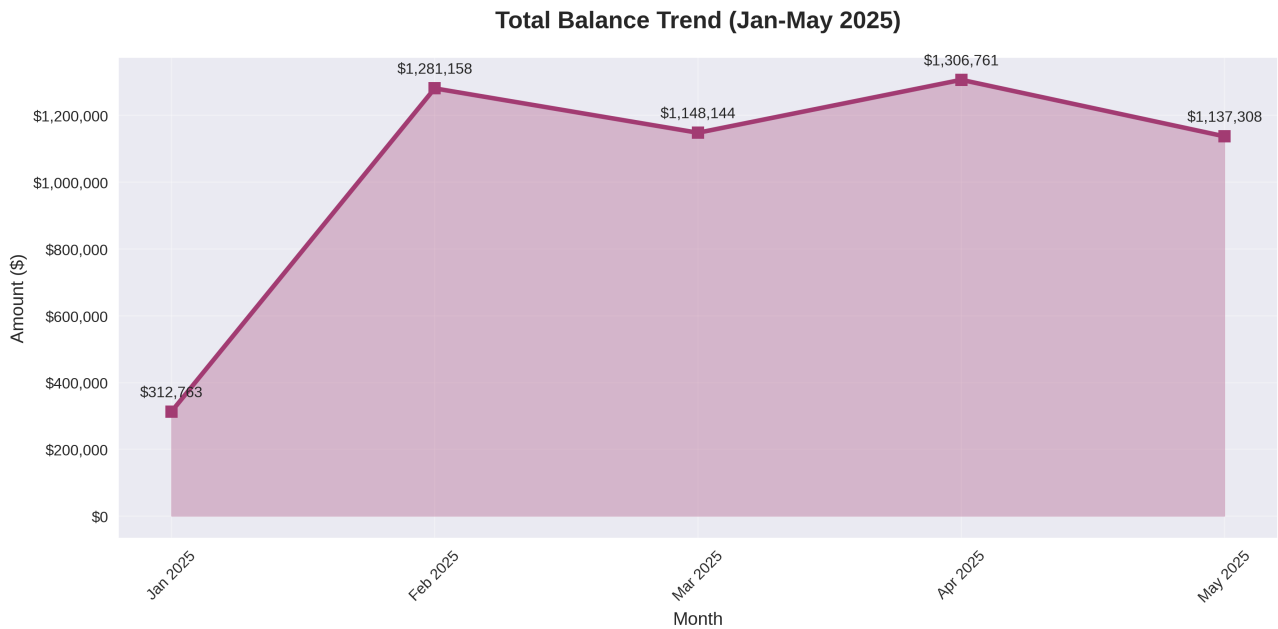
## Total Company Spend Trend



The total company spend trend line chart reveals a consistent upward trajectory in monthly expenses, growing from 112,932 in January to 135,226 in May 2025. The trend line shows controlled growth with a gradually decreasing rate of increase, suggesting the company is approaching operational efficiency while continuing to invest in launch preparation.

The smooth progression of the trend line indicates disciplined financial management and strategic planning, with spending increases that appear planned and sustainable rather than reactive or uncontrolled during the pre-launch phase.

## Total Balance Trend



The balance trend chart shows significant fluctuation in the company's total assets during the reporting period. The dramatic increase from January (312,763) to February (1,281,158) likely represents major capital inflows from fundraising activities, followed by more moderate fluctuations through the remainder of the period as the company manages pre-launch expenses.

The chart demonstrates the company's ability to maintain substantial liquidity throughout the pre-launch period, ending May with 1,137,308 in total assets plus 100,000 in grant funding. This pattern suggests active treasury management and successful execution of funding activities during the pre-launch phase.

**ADDENDUM B**  
**SOGNI TOKEN TERMS**

## TOKEN TERMS AND CONDITIONS

Last Updated: July 2025

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

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

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

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

## CLAUSE 1. DEFINITIONS

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

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

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

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

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

**“Company”** means AI Dreams Capital Ltd., a British Virgin Islands incorporated entity which is the entity initiating the Token Sale and offering the Tokens for purchase in accordance with these T&Cs.

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

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

**“Parties”** means the Company and You.

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

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

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

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

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

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

“**Supernet**” refers to the decentralized GPU-infrastructure protocol (DePIN - Decentralized Physical Infrastructure Network) purpose-built for creative AI applications, with a focus on privacy-centric generative-AI image rendering.

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

“**Token**” means the Company’s cryptographic tokens known as Sogni Tokens, as described further in the Information Materials and which shall operate in connection with the Supernet.

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

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

“**Website**” means <http://aidreams.capital> (as updated or replaced from time to time).

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

## **CLAUSE 2. TERMS AND CONDITIONS, STATUS AND ACCEPTANCE**

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

- 2.2. These T&Cs define the rights and obligations of the Parties in relation to the Tokens and Your purchase and use of the Tokens.
- 2.3. You must carefully read and agree to comply with these T&Cs before purchasing and/or using the Tokens and/or using the Supernet.
- 2.4. By purchasing Tokens and/or using the Supernet, You are confirming to the Company that You have fully read, understand and irrevocably accept these T&Cs. If You do not agree with these T&Cs in general or any part of them or have not checked the requisite boxes – after registration fields are completed – acknowledging Your review and acceptance of these T&Cs, You are not permitted to use the Supernet or purchase Tokens from the Company, any Affiliate of the Company or from any third-party.
- 2.5. For the avoidance of doubt, any acceptance of Your offer to purchase Tokens from the Company or any Affiliate of the Company is conditional upon the Company's satisfaction that You have passed all the Company's relevant anti-money laundering, know your client and other checks relating to Your qualifications to purchase Tokens. In the event that Your offer is rejected by the Company or any Affiliate of the Company, the cryptocurrencies submitted will be returned to You in the original fiat currency or cryptocurrency in which they were received.
- 2.6. You do hereby acknowledge and agree that (i) it is possible that the Supernet will not be used by a large number of businesses, individuals, and other organizations and (iii) there will be limited public interest in the Supernet and that such lack of interest could negatively impact the Tokens and the Supernet.

### **CLAUSE 3. PURCHASE LIMITATIONS**

- 3.1. TOKENS ARE ONLY INTENDED FOR THOSE PERSONS WHO ARE KNOWLEDGEABLE AND EXPERIENCED IN CRYPTOCURRENCIES, BLOCKCHAIN AND RELATED TECHNOLOGIES AND PROTOCOLS. BY PURCHASING, HOLDING, OR USING TOKENS, YOU ACKNOWLEDGE THAT TRANSACTIONS USING CRYPTOCURRENCIES (INCLUDING CRYPTOGRAPHIC TOKENS) ARE INHERENTLY UNSTABLE AND YOU AGREE TO ACCEPT THAT RISK, AND AGREE THAT THE COMPANY AND EACH OF ITS AFFILIATES IS NOT LIABLE FOR ANY LOSS THAT YOU MAY SUFFER OR INCUR, AND FURTHER ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH THE TOKENS AND THE SUPERNET INCLUDING, WITHOUT LIMITATION, THOSE IDENTIFIED IN CLAUSE 6 OF THESE T&CS AND IN THE INFORMATION MATERIALS.
- 3.2. TOKENS ARE INTENDED TO BE MARKETED, OFFERED AND SOLD ONLY TO PERSONS THAT ARE NOT PROHIBITED PERSONS.
- 3.3. THE MARKETING, OFFERING AND SALE OF TOKENS BY THE COMPANY IS EXPRESSLY BEING MADE IN THE PERMITTED JURISDICTIONS ON THE BASIS THAT THE TOKENS DO NOT REQUIRE THAT A PROSPECTUS BE PREPARED OR THAT OTHER DISCLOSURE REQUIREMENTS BE MET OR WHERE OTHER INVESTOR SAFEGUARDS OR REGULATORY DOCUMENTS OR LICENSING IS REQUIRED IN CONNECTION WITH THE MARKETING, OFFERING AND SALE OF THE TOKENS BY THE COMPANY IN THE PERMITTED JURISDICTIONS. AS AT THE DATE HEREOF THE COMPANY IS NOT LICENSED, REGISTERED OR OTHERWISE REGULATED IN THE BRITISH VIRGIN ISLANDS OR IN THE PERMITTED JURISDICTIONS IN RELATION TO THE ISSUANCE, OFFERING AND SALE OF TOKENS BY THE COMPANY.

- 3.4. OTHER THAN TO THE EXTENT SET OUT IN THE INFORMATION MATERIALS, THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN THE BRITISH VIRGIN ISLANDS OR IN ANY PERMITTED JURISDICTIONS. TOKENS ARE NOT INTENDED TO BE SECURITIES IN THE BRITISH VIRGIN ISLANDS AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH IN THE IN THE BRITISH VIRGIN ISLANDS AND THE OFFER OF TOKENS HAS NOT BEEN REGISTERED WITH ANY GOVERNMENTAL AUTHORITY IN THE BRITISH VIRGIN ISLANDS OR ANY PERMITTED JURISDICTIONS. YOU ACKNOWLEDGE AND AGREE THAT TOKENS DO NOT REPRESENT ANY STOCK, LOAN CONTRACT, COMMODITY, CURRENCY, SHARE, INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, CERTIFICATE REPRESENTING CERTAIN SECURITIES, OPTION, FUTURE OR CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE COMPANY AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE COMPANY. HOWEVER, WITHOUT LIMITATION TO THE ABOVE, THE COMPANY RESERVES ALL RIGHTS WITH RESPECT TO PURSUING ANY FORM OF DECENTRALIZED GOVERNANCE SHOULD IT SO DETERMINE THAT DOING SO WOULD BE IN THE BEST INTERESTS OF THE HOLDERS OF TOKENS FROM TIME TO TIME.
- 3.5. THE COMPANY RESERVES THE RIGHT TO CANCEL ANY TOKEN PURCHASE AT ANY TIME IN THE COMPANY'S SOLE AND ABSOLUTE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE COMPANY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD OR OTHER ILLEGAL ACTIVITY.
- 3.6. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS, WHILE OTHER JURISDICTIONS MAY REQUIRE THE COMPANY AND/OR THE TOKENS TO BE LICENSED, REGISTERED, AUTHORISED OR OTHERWISE REGULATED. THE TOKENS MAY BE DEEMED TO BE SECURITIES FOR PURPOSES OF SECURITIES LAWS IN VARIOUS JURISDICTIONS SUCH THAT THE OFFER OR SALE OF TOKENS BY THE COMPANY IN SUCH JURISDICTIONS MAY REQUIRE REGISTRATION OR OTHER STEPS TO BE TAKEN WITH THE RELEVANT REGULATORY AUTHORITIES IN THOSE JURISDICTIONS OR FOR AN EXEMPTION FROM SUCH REGISTRATION OR OTHER STEPS BEING A REQUIREMENT. NO SUCH STEPS HAVE BEEN TAKEN BY THE COMPANY NOR HAS ANY SUCH RELEVANT EXEMPTION BEEN CONFIRMED. SOME OTHER JURISDICTIONS HAVE OR MAY HAVE BEEN EXCLUDED FROM THE TOKEN SALE FOR OTHER REASONS, AS DETERMINED BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION. PERSONS (NATURAL OR LEGAL) WHO ARE A RESIDENT OR TAX RESIDENT, HAVE A DOMICILE IN OR OTHERWISE HAVE A RELEVANT CONNECTION WITH ANY PROHIBITED JURISDICTION ARE EXCLUDED FROM PARTICIPATING IN THE TOKEN SALE AND POSSESSING AND USING ANY TOKEN.

TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO ANY PROHIBITED PERSON AND NEITHER THESE T&CS NOR ANY INFORMATION MATERIALS MAY BE SUPPLIED TO ANY PROHIBITED PERSON, OR USED IN CONNECTION WITH THE OFFER OR SALE OF TOKENS BY THE COMPANY TO ANY PROHIBITED PERSON. THE

INFORMATION CONTAINED IN THESE T&CS AND/OR, ANY INFORMATION MATERIALS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY ANY TOKENS WITHIN A PROHIBITED JURISDICTION OR TO ANY PROHIBITED PERSON. FOR THE AVOIDANCE OF DOUBT, THE LIST OF PROHIBITED JURISDICTIONS MAY BE CHANGED FROM TIME TO TIME, IRRESPECTIVE OF THE AWARENESS OF THE COMPANY AND RELEVANT AMENDMENTS MAY BE MADE TO THESE T&CS. YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND SUPERNET AND PURCHASE TOKENS FROM THE COMPANY OR ANY THIRD-PARTY IF YOU ARE NOT A PROHIBITED PERSON. TO THE EXTENT A PROHIBITED PERSON ATTEMPTS TO ENTER INTO THESE T&CS, PURCHASE TOKENS FROM THE COMPANY OR USE THE SUPERNET, SUCH PURPORTED ACTIVITY IS VOID AND OF NO FORCE OR EFFECT.

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

#### **CLAUSE 4. GENERAL**

- 4.1. These T&Cs are effective and binding on You, and the covenants, representations and warranties set out herein are repeated, each time You use the Tokens for any purpose or use or access the Supernet or use or access any software on or through the Supernet.
- 4.2. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the Supernet if You are a Prohibited Person.
- 4.3. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the Supernet if You are a U.S. Person, except that you may perform such activities if you are an Accredited Investor.
- 4.4. The Company may change, modify, amend, alter or supplement these T&Cs (each an "***Amendment***") at any time in order to reflect (i) changes to Applicable Law that may be, or which may otherwise become, applicable to the Tokens, (ii) any developments that may otherwise reasonably be capable of materially adversely impacting the Tokens or their offering by the Company; or (iii) as the Company may in good faith deem advisable to protect the reputation of the Company, or the effective operation of the Supernet.
- 4.5. Your continued use of the Tokens and/or the Supernet after any such Amendment shall constitute Your consent to such Amendment and acceptance of the amended T&Cs (including the Information Materials). If the Company changes, amends, modifies, alters or supplements these T&Cs (including any of the Information Materials), the Company shall publish on the Website such amended version of these T&Cs and/or the Information Materials reflecting such Amendment. The revised T&Cs will be effective from the date of posting on the Website or such other date as indicated in the amended T&Cs. You waive any right You may have to receive specific notice of such Amendment. If You do not agree to the T&Cs in effect when You access or use the Supernet, You must stop using the Supernet.

- 4.6. These T&Cs and the Supernet, and all content herein, therein or thereon, do not (i) constitute an offer or solicitation to sell shares, securities or any other regulated financial product in any jurisdiction in which such an offer or solicitation is prohibited; and (ii) constitute a sale of newly created virtual assets to the public under Applicable Laws. None of the information or analyses presented herein, therein or thereon are intended to form the basis for any investment decision.
- 4.7. Subject to Applicable Laws, the Company, in its respective sole and absolute discretion, to refuse to deliver the Tokens You have purchased. In order to seek compliance with (or to seek to mitigate the impact of) any Applicable Law or any other laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or Governmental Authority, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any Governmental Authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed the Company to apply to or affect the Company, the Token Sale, the Supernet or the Tokens, the Company may in their sole and absolute discretion take such steps as they consider necessary or convenient to comply with such matters (which may include, without limitation, the termination of any or all Tokens). In addition, the Company may take such steps as they consider necessary or convenient where they believe or suspect the Tokens may be used, trafficked or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion or other unlawful activity or where the Company believes the Supernet is no longer viable.
- 4.8. In circumstances where (i) the Company or any Affiliate of the Company is seeking compliance with (or seeking to mitigate the impact of) any law, regulation, regulatory guidance or policy, governmental statement, decree, order or judicial decision of any jurisdiction, court or authority believed by the Company to apply to or affect the Company or any Affiliate of the Company, the business of the Company or any Affiliate of the Company or the Tokens, or (ii) the Company believes the Supernet is no longer viable, then the Company may in its sole and absolute discretion (iii) cancel all or any Tokens and terminate all obligations of the Company in respect of the Tokens, and/or (iv) amend or vary any obligation of the Company in respect of one or more Tokens.
- 4.9. The Website may contain forward-looking statements, which can be identified by the fact that they do not relate strictly to historical or current facts and may include such words as “may,” “will,” “expect,” “intend,” or other expressions of similar meaning, including statements with respect to use of proceeds of any sale of Token, usage of the Tokens and Supernet functionality and prospects. These forward-looking statements are based on the current expectations and a number of factors could affect future events. You should carefully review “Risk Factors” in the Information Materials, for a discussion of certain factors that could affect future events implied by any such forward-looking statements and certain other risks associated with a purchase of the Tokens or use of the Supernet.

## **CLAUSE 5. REPRESENTATIONS AND WARRANTIES; COVENANTS**

- 5.1. You represent and warrant that:
- (i) You are not a Prohibited Person;
  - (ii) You are either (A) not a U.S. Person or (B) if a U.S. Person you are an Accredited Investor;
  - (iii) You have legal capacity in the jurisdiction where You are a resident and are able to agree and enter into these T&Cs voluntarily and meet all other eligibility and residency requirements, including:
    - a. You have full power, authority and capacity to comply with these T&Cs; and
    - b. You enter into these T&Cs based on Your own independent judgement and on advice from independent advisers (as applicable).

- (iv) You are fully able and legally competent to access and use the Supernet as well as to enter into and comply with these T&Cs (including Clause 5.2 below);
- (v) You will not violate any Applicable Law or any other agreement to which You are a party by entering into these T&Cs or to comply with these T&Cs, including all conditions, obligations, affirmations, representations and warranties set forth herein;
- (vi) You will not: (A) directly or indirectly transfer to any U.S. Person any such Tokens; (B) offer or sell such Tokens in the U.S.; or (C) directly or indirectly transfer such Tokens if you have actual or constructive knowledge that the transferee may intend to resell the Tokens in the U.S. or to a U.S. Person;
- (vii) You will not acquire and will not transfer any Tokens within or engage (except as specifically authorized by the Company) in any activity relating to the sale, distribution or any other use of Tokens in any Prohibited Jurisdiction or with any Prohibited Person;
- (viii) You will not transfer directly or indirectly any of Your Tokens to any Person unless the proposed transferee has made the same representations and warranties as set out herein;
- (ix) You have all necessary and relevant experience and knowledge to interact or transact with cryptocurrencies, cryptographic tokens, the Supernet and Blockchain- based systems, have a full understanding of the relevant frameworks of the foregoing, and have obtained sufficient information about the Company, the Supernet and Tokens to enter these T&Cs, and in particular You have carefully and thoroughly read these T&Cs and the Information Materials;
- (x) You are aware of all the merits, risks (including, without limitation, those set forth in Clause 6 below and in the Information Materials) and any restrictions associated with cryptocurrencies, cryptographic tokens, Blockchain-based systems, and accept responsibility for evaluating purchasing or using the foregoing;
- (xi) if You are purchasing Tokens on behalf of a corporation, Governmental Authority or other legal entity, You have the right, power and authority to enter into these T&Cs on behalf of such corporation, Governmental Authority or other legal entity and bind them to these T&Cs;
- (xii) You are not: (A) identified on, or acting on behalf of any Person identified on, any list of Persons subject to trade or economic sanctions, including but not limited to the list of Specially Designated Nationals and Blocked Persons, or the Consolidated Sanctions List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control, (B) established in, resident in, or otherwise operating from countries or territories subject to U.S. economic sanctions, including any Prohibited Jurisdiction, and (C) otherwise subject to trade or economic sanctions;
- (xiii) You will not access or use the Supernet if any Applicable Laws prohibit You from doing so in accordance with these T&Cs;
- (xiv) You are not using and will not use the Supernet or Tokens for any illegal or unlawful activity, including, but not limited to, money laundering and the financing of terrorism;
- (xv) You have not entered or agreed to enter into these T&Cs in reliance of any warranty or representation except those specifically set forth in these T&Cs and You acknowledge and agree that the Company does not make and expressly disclaims all representations and warranties, express, implied or statutory;
- (xvi) the funds You use to purchase Tokens are not the proceeds of any criminal, unlawful or illegal activity or money laundering or terrorist financing activity, each as interpreted in the broadest terms;
- (xvii) the Tokens You purchase will not be used to facilitate any criminal, unlawful or illegal activity or to perform any money laundering or terrorist financing activity, each as interpreted in the broadest terms or otherwise in contravention of any Applicable Laws;

- (xviii) You do not seek to purchase Tokens for any unlawful purpose, and in particular that:
  - a. You purchase the Tokens only for the purposes expressly set out and permitted by these T&Cs,
  - b. You purchase the Tokens without any expectation of profit, dividend, capital gain, financial yield or any other return, payment or income of any kind;
  - c. You purchase the Tokens without any reliance on the efforts of the Company, or any third-party;
  - d. Your participation in connection with any initiatives with the Token Sale, such as bonuses (if these are implemented at the Company's sole and absolute discretion), is lawful; and
  - e. all information given by You is true, complete, valid and not misleading in any respect.
- (xix) You will implement reasonable and appropriate measures designed to secure access to: (A) any device associated with You and/or utilized in connection with Your purchase of Tokens, (B) private keys to Your wallet or account and (C) email address, account and Your username, password and any other login or identifying credentials;
- (xx) You are entering into these T&Cs for Your own account and not as a trustee, nominee, representative or agent, and not with a view to, or for resale in connection with, the distribution thereof, and You have no present intention of selling, granting any participation in, or otherwise distributing the same; and
- (xxi) You will promptly notify the Company if You discover or otherwise suspect any security breaches or defects related to Your account, the Supernet or the Tokens.

5.2. You undertake and agree not to:

- (i) violate or assist any party in violating any Applicable Law or any other law, statute, ordinance, regulation or any rule of any Governmental Authority;
- (ii) provide false, inaccurate, incomplete or misleading information to the Company;
- (iii) take or attempt to take any action or claim ownership of any property that infringes or would infringe upon: (A) the Company's intellectual property rights; or (B) any third-party's intellectual property rights;
- (iv) distribute unsolicited or unauthorized advertising, promotional or marketing material or any junk mail, spam, or chain letters;
- (v) reverse engineer or disassemble any aspect of the Tokens or the Supernet for any purpose, including but not limited to, in an effort to access any source code, object code, underlying ideas and concepts, and algorithms;
- (vi) take any action that imposes an unreasonable or disproportionately large burden or load on the Company's infrastructure (including, but not limited to, servers, networks, data centres and related or like equipment), or detrimentally interfere with, intercept, or expropriate any system, data, or information of the Company;
- (vii) transmit or upload any material to the Supernet that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- (viii) attempt to gain unauthorized access to the Supernet, other systems of the Company, computer systems or networks connected to the Supernet, including through password mining or any other means; or
- (ix) transfer any rights granted to You under these T&Cs.

- 5.3. You further represent and warrant that any funds You use to purchase Tokens whether in the Token Sale or otherwise are in each case Your property or You are duly authorized to possess and transact using such funds by the owner of such funds.
- 5.4. You acknowledge and agree that the Company enters into these T&Cs with You in reliance on the representations and warranties set out in this Clause 5.

#### **CLAUSE 6. RISKS OF TOKENS AND LIMITATIONS OF LIABILITIES**

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

#### **CLAUSE 7. DISCLAIMER OF WARRANTIES**

- 7.1. THE SUPERNET AND ANY PURCHASED TOKENS ARE PROVIDED TO THE FULLEST EXTENT LEGALLY PERMISSIBLE TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS WITH NO WARRANTY OF ANY KIND EITHER, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SUPERNET AND PURCHASE OF TOKENS.
- 7.2. NONE OF THE COMPANY, THE FOUNDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SUPERNET, INCLUDING THAT THE SUPERNET OR ANY SERVICES OBTAINED THROUGH THE SUPERNET WILL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SUPERNET OR THE COMPANY'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR ACCESS TO OR USE OF THE SUPERNET, INCLUDING CRYPTOCURRENCY SERVICES, ASSETS, AND ANY INFORMATION, IMAGES OR AUDIO CONTAINED OR RELATED TO THE SUPERNET IS AT YOUR OWN RISK.
- 7.3. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION, SOFTWARE, SERVICES CONTAINED IN OR PROVIDED BY THE SUPERNET COMPLIES WITH ANY APPLICABLE LAWS OR ACCOUNTING RULES. YOU UNDERSTAND AND EXPRESSLY AGREE THAT NONE OF THE COMPANY, THE FOUNDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS REPRESENTS, WARRANT OR GUARANTEES IN ANY WAY THAT TOKENS MIGHT BE SOLD OR TRANSFERRED, OR BE

SALEABLE OR TRANSFERABLE, OR THERE IS AN ABILITY OR WILL BE A PROTOCOL TO EXCHANGE TOKENS FOR FIAT CURRENCIES, CRYPTOCURRENCIES OR CRYPTOGRAPHIC TOKENS, DURING OR AFTER THE TOKEN SALE. THE COMPANY FURTHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REGULATORY OVERSIGHT OR THE USE OR SECURITY OF ANY SUCH EXCHANGE.

- 7.4. THE COMPANY DOES NOT GUARANTEE THAT THE SUPERNET CANNOT BE DUPLICATED (EITHER IN PART OR IN FULL) BY A THIRD-PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. THE COMPANY HEREBY EXPRESSLY WARNS YOU THAT YOU SHOULD NOT ENTER, USE OR PURCHASE ANY TOKEN OR TOKENS SIMILAR TO TOKENS FROM ANY SOURCES (OTHER THAN VIA THE COMPANY).
- 7.5. IF APPLICABLE LAW DOES NOT PERMIT ALL OR ANY PART OF THE ABOVE EXCLUSION OF WARRANTIES OR DISCLAIMER OF IMPLIED TERMS IN CONTRACTS TO APPLY TO YOU, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
- 7.6. IF ANY GUARANTEE, WARRANTY, TERM OR CONDITION IS IMPLIED OR IMPOSED IN RELATION TO THESE T&CS OR ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A “**NON-EXCLUDABLE PROVISION**”), AND THE COMPANY IS ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN THE LIABILITY OF THE COMPANY FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED TO THE FOLLOWING AT THE COMPANY’S OPTION, IN THE CASE OF SERVICES, THE SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

## **CLAUSE 8. LIMITATION OF LIABILITY**

- 8.1. Other than as specified herein, all purchases of Tokens from the Company or any Affiliate of the Company are final and non-refundable. By (i) purchasing Tokens from the Company or any Affiliate of the Company; or (ii) purchasing Tokens from any third-party, You acknowledge and agree that none of the Company nor any of the founders of the Company nor any of their past, present or future Affiliates, directors, officers, employees, agents, advisers, successors or permitted assignees (collectively, each a “**Relevant Party**”) are required to (i) provide a refund for any reason other than as specified herein; (ii) ensure any liquidity for the exchange of Tokens; or (iii) ensure You receive money or any other compensation for any Token that is not used or remains unused for any reason.
- 8.2. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, none of the Relevant Parties shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, anticipated savings, profits, or loss of or damage to data, equipment, software, or goodwill, as well as personal injury, pain and suffering, and emotional distress (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), regardless of whether such loss was foreseeable, resulting from:
  - (i) the use of, inability to use, or availability or unavailability of the Supernet material, information, software, facilities, or content;
  - (ii) Your purchase of Tokens or Your use of them;
  - (iii) any change in the value of Tokens or any cryptocurrency or cryptographic utility;
  - (iv) the ability or inability to sell or transfer Tokens, or the existence or nonexistence of any platform to exchange Tokens for fiat currencies, cryptocurrencies or cryptographic tokens, during or after the Token Sale;

- (v) any illegal or unauthorized (A) use of the Supernet, or (B) purchase or use of Tokens;
- (vi) Your ability or inability to use the Supernet, including, but not limited to, the occurrence or existence of any defect, interruption, deletion of files or emails, delays in the operation or transmission of information to or from the Supernet, a Force Majeure Event, communications failure, or theft, destruction or unauthorized access to the Company's records, programs, services, server, or other infrastructure relating to the Supernet;
- (vii) the use of or purchase from any third-party websites (including any website You use to purchase Tokens or who processes the purchase of Tokens on Your behalf) or other Internet-resources that copy the Supernet or propose to sell Tokens;
- (viii) the release of any information You provided to the Company or any other Relevant Party;
- (ix) the resale or exchange or attempted resale or exchange of Tokens for any fiat currency, cryptocurrency or cryptographic token;
- (x) the Supernet failing to be suitable for the special or particular purpose You intend, or the failure of any images or audio contained or related to the Website or the Supernet;
- (xi) the Supernet being infected with any malicious code or viruses;
- (xii) any action stemming from, occurring due to, or otherwise related to a breach of Clause 5 above;
- (xiii) the actions or omissions of any third-party payment processing entity or platform that You use to purchase Tokens, or Your inability or ability to use such platform or services; and
- (xiv) the manifestation or materialization of any risk discussed in Clause 6 herein or the Information Materials.

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

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

## **CLAUSE 9. INDEMNITY**

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

## **CLAUSE 10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. Subject to Clause 10.2, You acknowledge as between You and the Company that the Company has valid, unrestricted and exclusive ownership of all rights, title and interest to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property rights to and subsisting in the Supernet, Tokens and the Website. As between You and the Company, the Company is the sole and absolute owner of all intellectual property rights currently in (and modifications to) the Massa Foundation Tokens and the Website.
- 10.2. Except as expressly assigned in writing by the Company, all copyright and any other intellectual property of the Company, all content and other materials contained on the Supernet or within the Tokens or provided in connection with the Supernet or the Tokens, including, without limitation, the intellectual property rights for the Supernet and the Tokens and all text, graphics, visual interfaces, photographs, trademarks, logos, artwork, computer code, designs, structures, selections, methods, algorithms, coordination, and expressions (collectively the “*Company Materials*”) are the exclusive property of the Company.
- 10.3. You may not reproduce, distribute, modify, disassemble, reverse engineer, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Company Materials (the “*Prohibited Actions*”). Except as expressly set forth herein, these T&Cs do not contain any implied license and the Company expressly reserves all rights not granted to You herein, including all rights, title and interest in the Supernet, the Tokens and any related content.
- 10.4. You will be in breach of these T&Cs if You perform or have performed on Your behalf any Prohibited Action, or if You print, copy, modify, download or otherwise use or provide any other Person with access to any Company Materials without the express written consent of the Company. Upon such a breach, the Company may (without limiting its other rights and remedies), terminate Your account in its sole and absolute discretion and disable Your access to the Supernet, in each case without notice to You. Upon the Company’s request, You shall immediately return or destroy any copies of the Company Materials in Your possession.

## **CLAUSE 11. THIRD-PARTY CONTENT**

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

## **CLAUSE 12. APPLICABLE LAW**

- 12.1. PLEASE READ THIS CLAUSE CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.
- 12.2. To resolve any dispute, controversy or claim between the Parties arising out of or relating to these T&Cs, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party. Notice to the Company shall be sent through the various channels made available on the Website. Notice to You shall be by email or such other means as the Company may determine from time to time in its sole and absolute discretion.

Your notice must include (a) Your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that You are seeking.

- 12.3. All rights and obligations hereunder shall be governed by the Laws of the British Virgin Islands, without regard to the conflicts of law provisions of such jurisdiction. The Parties submit to the non- exclusive jurisdiction of the courts of the British Virgin Islands and any courts competent to hear appeals from those courts.
- 12.4. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company waive Your and Company's respective rights to a jury trial.

### CLAUSE 13. MISCELLANEOUS

- 13.1. **Third-Party Rights.** You hereby acknowledge and agree that each Relevant Party is an intended third-party beneficiary under these T&Cs (and the Company shall hold the benefit of such provisions on trust for each Relevant Party). However, the parties to these T&Cs may rescind or vary these T&Cs (including, without limitation, any variation so as to extinguish or alter a third-party's entitlement to enforce any provisions of these T&Cs) without the consent of any such third-party.
- 13.2. **Security.** You must at all times remain the only person who has control over Your private key, digital wallet and any other device associated with the purchase of Tokens and any username, passwords or other login or identifying credentials used by You with respect to the Supernet and the Tokens. You must implement reasonable and appropriate measures designed to secure access to any private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Supernet. If You transfer any such private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Supernet to any third-party, You do so at Your own risk and the Company shall not be held responsible for any loss You may suffer as a result of third parties accessing Your private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Supernet. In the event that You are no longer in possession and control of any private key, digital wallet or any other device associated with the purchase of Tokens, the use of the Supernet and/or if You are unable to provide login or identifying credentials to the Company and/or if the private key file or password respectively become lost or stolen, You may lose all of Your Tokens, access to the use of the Supernet and/or the access to Your digital wallet. For the avoidance of doubt, the Company is under no obligation to recover or replace any such lost or stolen Tokens or the access to the use of the Supernet and You understand and agree that, subject to the provisions of these T&Cs, all Token purchases are non-refundable and therefore You shall not receive any amount of currency or other compensation for any Tokens purchased and/or lost for whatever reason. Failure to use the Supernet correctly and/or to follow the Company's procedures as may be made available from time to time may result in You not receiving any Tokens, losing access to the use of the Supernet or losing some or all of the amounts paid in exchange for Tokens, regardless of the purchase date.
- 13.3. **Suspension.** Notwithstanding anything contained herein, the Company reserves the right, without notice and in its sole and absolute discretion, and to the extent possible, to suspend Your right to access the Supernet, and all related information and files without liability to You, at its sole and absolute discretion, including but not limited to, in case of Your breach of these T&Cs or if the Company believes You have committed fraud or other misconduct or are a Prohibited Person. Upon any such suspension all rights and licenses granted to You under these T&Cs will immediately terminate. In the event of any Force Majeure Event, breach of these T&Cs, or any other event that would make the operation or provision of the Supernet or related services commercially unreasonable for the Company, the Company may, in its discretion and without liability to You, with or without prior notice, and to the extent possible, suspend Your access to all or a portion of the Supernet. To the extent permitted under Applicable Law (including

in the event of applicable legislation change or amendment), in the event the Company revokes or attempts to revoke Your right to use or access the Supernet the Company shall not be required to provide You with any refund whatsoever.

- 13.4. **Applicability of Securities Laws.** References to the securities laws of any country or actions in compliance with such laws shall not be deemed an admission by the Company that the Tokens are subject to regulation as securities in any jurisdiction.
- 13.5. **Entire Agreement.** Unless otherwise provided, these T&Cs are intended to fully reflect the terms of the agreement between the Parties and shall supersede any previously or contemporaneously agreed upon terms or understanding. No provision of these T&Cs shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in these T&Cs, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of these T&Cs will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 13.6. **Assignment.** The Company may, at its sole and absolute discretion, assign any of its rights and/or delegate its duties under these T&Cs (including, but not limited to any and all intellectual property rights in or to all technology, software, and code relating to the Supernet). You may not assign Your rights or delegate Your duties as a user of the Supernet, or as a purchaser of Tokens, and any assignment or delegation without the written consent of the Company, which the Company may withhold at its sole and absolute discretion, shall be null and void.
- 13.7. **Severability.** In the event any one or more of the provisions of these T&Cs are for any reason held to be invalid, illegal or unenforceable in any jurisdiction, in whole or in part or in any respect, or in the event that any one or more of the provisions of these T&Cs operate or would prospectively operate to invalidate these T&Cs in any jurisdiction, then and in any such event, such provision(s) shall be deemed modified to the minimum extent necessary so that such provision, as so modified, shall no longer be held to be invalid, illegal or unenforceable. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction, and in each case to no other. Furthermore, in the event of any such modification, invalidity or unenforceability, these T&Cs shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question and otherwise as set forth herein.
- 13.8. **Electronic Notices and Use of Information.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (hereinafter - the "***Communications***") that the Company provides in connection with Your use of the Supernet. The Company and each of its Affiliates and their respective service providers may further disclose Your information to any of their respective service providers, agents, relevant custodians or similar third parties for any reason and such Persons may keep Your information for any period of time permitted by Applicable Law. You do hereby consent to such Persons disclosing any of Your information which they hold to any Governmental Authority or prosecuting authority for any reason and without notice to You. You hereby acknowledge and agree to hold the Company and each such Affiliate harmless in respect of any disclosure of information by such Persons in accordance with these T&Cs. For the avoidance of any doubt, the Company and each such Affiliate shall not be liable to You or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure.
- 13.9. **Information Requests.** The Company may determine, from time to time and in its sole and absolute discretion, that it is necessary to obtain certain information about You and Your Affiliates in order to comply with Applicable Laws in connection with Your entry into these T&Cs and Your subsequent holding of Tokens. You agree to provide the Company with such information promptly upon request, and You acknowledge and accept that the Company may refuse to accept Your application until You provide such

requested information and the Company has determined that it is permissible for the Company to accept Your application and receive the purchase amount from You under Applicable Law. The Company further reserves the right to request identification documentation from You and Your Affiliates at any time. In the event that You or any such Affiliate does not provide such requested information to the satisfaction of the Company (in its sole and absolute discretion) the Company shall not be bound by the provisions of these T&Cs and shall be entitled to specifically refuse any presentation of Tokens by You to the Company or any other Relevant Party. In the event that You, directly or indirectly, sell, assign, transfers, convey or otherwise dispose of any Tokens You do hereby covenant with the Company to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Company at the request of the Company from time to time.

- 13.10. **Tax Issues.** The Company makes no representations concerning the tax implications of the sale of Tokens or the possession or use of them. You bear the sole and absolute responsibility to determine if the purchase of Tokens with fiat currency or cryptocurrency or the potential appreciation or depreciation in the value of Tokens over time has tax implications for You in Your home jurisdiction or any other jurisdiction. By purchasing Tokens, and to the extent permitted by Applicable Law, You agree to be solely responsible for any applicable taxes imposed on and agree not to hold the Company or any of its Affiliates liable for any tax liability associated with or arising from Your purchase, possession, or transfer of Tokens. All fees and charges payable by You to the Company are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon the Company's request, You will provide it any information it reasonably requests to determine whether it is obligated to collect any withholding taxes or value added or similar taxes from You, including any applicable tax identification numbers. If any deduction or withholding is required by Applicable Law, You will notify the Company and will pay the Company any additional amounts necessary to ensure that the net amount that the Company receives, after any deduction and withholding, equals the amount the Company would have received if no deduction or withholding had been required. Additionally, You will provide the Company with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. To the extent the Company is responsible for remitting any withholding taxes or value added or similar taxes, Your allocation of Tokens shall be reduced to the extent such taxes are required to be remitted by the Company. The Company wishes to make You aware that future use of the Tokens by You when transacting with the Company may result in withholding taxes, value added tax and/or similar taxes being imposed. You will be responsible for such taxes, however, where the Company is responsible for remitting taxes, the amount of taxes shall be deducted from the fees otherwise due and payable by You in connection with Your transactions with the Company.
- 13.11. **Force Majeure Events.** The Company shall not be liable for (1) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, pandemic, riot, labor dispute, accident, action of Governmental Authorities, communications, power failure, or equipment or software malfunction, failure, malfunction or outage of any decentralized ledger network upon which the Company relies, or any other cause beyond the Company's reasonable control (each, a "*Force Majeure Event*").
- 13.12. **Compliance Policies.** The Company and its Affiliates strictly follow applicable anti-money laundering (*AML*), "know your customer" (*KYC*) and other Applicable Laws in the British Virgin Islands. You fully agree to assist the Company in fulfilling the obligations of any Applicable Law and to provide any necessary information that is required from You to the Company or any relevant Governmental Authority.
- 13.13. **Investigations; Cooperation with Law Enforcement.** As permitted by applicable law, the Company reserves the right, without limitation, to: (i) investigate any suspected breaches of the Supernet's or Website's security or its information technology or other systems or networks; (ii) investigate any suspected breaches of these T&Cs and any applicable additional terms; (iii) use any information obtained

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

- 13.14. **Further Assistance.** You shall cooperate with and assist the Company and its Affiliates in connection with any investigation, examination or enquiry by any Governmental Authority. You shall promptly provide the Company and its Affiliates with any documents, certification, record or other materials they may request in connection with such investigation, examination or enquiry.
- 13.15. **Headings.** Headings are for convenience only and shall not be used to limit or construe any provisions of these T&Cs.

\* \* \*

***Intellectual Property Notification:*** *This document belongs to the Company and is protected by copyright laws. Its copying and/or use by any third-party in full or in part without prior written consent of the Company is strictly prohibited.*

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

## **SCHEDULE 1**

### **LIST OF PROHIBITED JURISDICTIONS**

The following list of jurisdictions are “Prohibited Jurisdictions”:

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

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

**ADDENDUM C**

**PURCHASE PROCEDURES**

## PURCHASE PROCEDURES

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

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

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

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

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

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

### **Why do I need to complete my account verification?**

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

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

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

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

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

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

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

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