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.

LAYER3 FINTECH LTD.

Private Placement Memorandum

Purchase of YELLOW TOKENS

Regulation D Offering – $50,200.00

SEE "TERMS OF THE OFFERING" FOR PRICING AND OTHER INFORMATION

July 18, 2025

This Private Placement Memorandum (this "***Private Placement Memorandum***" or "***Memorandum***") has been prepared by Layer3 FinTech Ltd., a British Virgin Islands incorporated entity on February 21, 2022 ("***We***", "***we***", "***Layer3***," 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 Yellow Tokens, the native unit of value built upon the Yellow protocol ("***Yellow Tokens***" or "***Tokens***"), for use on the Yellow network and its associated website and services (collectively, the "***Yellow Network***"). The foregoing right to acquire Yellow Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the Yellow Tokens (as may be amended, restated and/or otherwise modified from time to time, a "**TPA**"; and together with the Yellow Tokens, the "***Interests***") to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the Yellow Tokens are initially broadly publicly released by the Company for use on the Yellow Network, 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 Yellow Tokens currently exists or may ever develop, or, if a public market in Yellow Tokens develops, it may do so without the involvement of the Company. Notwithstanding this, the Company anticipates that the Yellow Tokens will be available on at least one centralized exchange within 8 months from the date of this Offering. The Yellow Tokens purchased may be subject to restrictions on transferability and resale and generally may not be transferred or resold except as specified herein and in the applicable Offering Document. For purposes of this Memorandum, "***Offering Document***" means this Memorandum, TPA, and the Yellow Token Terms and Conditions (as defined below). Purchasers of Yellow 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 Yellow Tokens set forth in this Private Placement Memorandum refer to the minted supply of 10,000,000,000 Yellow Tokens that will be issued as of the date of the Token Integration Event. The actual number of Yellow Tokens may change from time to time and at any time via any forks to the Yellow Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at https://republic.com/yellow (the "***Offering Platform***") in accordance with the instructions and terms of sale set forth therein. Purchases may be made in US dollars via credit card, USD Coin (USDC) during the Offering Period (as defined in "Terms of the Offering"); provided that the Company may elect to accept other forms of payment on an as-converted to USD basis in its sole discretion and subject to acceptance by the following financial institutions: Zero Hash LLC ("***ZeroHash***") with respect to cryptocurrency payment services and Stripe, Inc. with respect to credit card processing services to the Offering. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The USD exchange rate for USDC or other forms of payment shall be determined solely by the Company or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuations in the rate of exchange and, in the case of digital assets, the exchange valuations. Such fluctuations may have an adverse effect on the value, price or returns of a purchase. Purchasers may receive a number of Yellow 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 YELLOW TOKENS FOR ANY SECURITIES REGISTERED UNDER OR EXEMPT FROM THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE YELLOW 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.

A purchase of Yellow 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 Yellow Tokens or receipt of Yellow Tokens is suitable to such prospective purchaser's financial condition and goals. See "<u>Risk Factors</u>" 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 YELLOW 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 YELLOW 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 YELLOW TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE "RISK FACTORS" BELOW); AND (II) NO MARKET FOR THE YELLOW 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 Yellow Tokens, as such Yellow 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 Yellow Tokens in this Offering.

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

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

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

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

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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 Yellow Tokens.

This Private Placement Memorandum contains a summary of the Offering, the Yellow Network, the Yellow 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 Yellow 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 Yellow Tokens. However, the summary of the Yellow 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 "***Yellow Token Terms and Conditions***"). If any of the provisions of the Yellow 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 Yellow 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 Yellow 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 Yellow Tokens discussed herein other than as set forth in this Private Placement Memorandum, the Republic Platform, or the Offering Platform, and any such statements, if made, must not be relied upon.

Prospective purchasers must make their own investigations and evaluations of the Yellow Network and the Yellow 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 Yellow 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 Yellow 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 Yellow 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 Yellow Token to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could cause our forward-looking statements to differ from actual outcomes include, but are not limited to those described under the section entitled "Risk Factors" and the following:

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

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

All forward-looking statements in this Private Placement Memorandum speak only as of the date thereof. The 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 people 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 Yellow 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 Yellow Tokens set forth in this Private Placement Memorandum refer to the number of Yellow Tokens that will be created in the initial minting processes.

Company and Yellow Network Overview

In 2024, the cryptocurrency market demonstrated significant growth and maturation, with the total market capitalization reaching approximately $2 trillion. A key development has been the enhancement of trade settlement processes, driven by advancements in blockchain technology and Layer-2 scaling solutions. These innovations have led to a notable reduction in transaction fees and settlement times. Improvements in efficiency and cost have attracted greater institutional participation, as faster and more economical settlement solutions reduce counterparty risk and operational expenses. However, liquidity fragmentation remains a challenge, with over 1,000 blockchains and numerous Layer-2 solutions operating independently, leading to inefficiencies and additional costs for traders and institutions. As demand for digital assets continues to rise, the market is increasingly focused on security, scalability, and regulatory alignment to support seamless and transparent trade settlements.

Layer 3 FinTech Ltd., a company incorporated in the British Virgin Islands, is the issuer of the $YELLOW token, which is what powers the Yellow Network. Yellow Network is a decentralized, broker-to-broker liquidity channel infrastructure designed to address critical problems in the cryptocurrency industry, including market fragmentation, liquidity constraints, and security concerns. The network's use of state channels enables high-speed trading with low counterparty risk and minimal fees, while its cross-chain capabilities offer users access to a broader range of assets and trading pairs. The partnership with Openware and its OpenDAX platform provides a strong foundation for user adoption and liquidity aggregation, particularly for smaller exchanges seeking to compete with larger players. Moreover, Yellow Network's commitment to regulatory compliance and its non-custodial approach enhances its appeal to institutional investors and users concerned about security and transparency.

Key benefits of the Yellow Network include:

- Addressing Market Fragmentation: The proliferation of blockchains and exchanges has led to a fragmented market with siloed liquidity. Yellow Network's broker-to-broker liquidity channel infrastructure connects disparate exchanges and aggregates liquidity across multiple blockchains, improving market depth and reducing slippage for users.

- Enhancing Trading Efficiency: State channels enable high-frequency trading with low latency, a significant advantage over the limitations of on-chain settlement. This allows Yellow Network to handle a high volume of transactions with minimal fees, offering a cost-effective and efficient trading experience for users.

- Mitigating Security Risks: Yellow Network's non-custodial approach eliminates the risk of fund mismanagement and security breaches associated with centralized exchanges. The use of multi-signature withdrawals further enhances security by requiring multiple authorizations for fund transfers.

- Strategic Partnerships and Ecosystem Growth: The collaboration with Openware and its OpenDAX platform provides Yellow Network with a ready-made user base and access to a network of exchanges. This partnership is crucial for bootstrapping liquidity and driving user adoption.

- Focus on Regulatory Compliance: Yellow Network's commitment to operating within regulatory frameworks and adhering to AML/KYC requirements increases its credibility and attractiveness to institutional investors and users seeking a compliant platform.

Terms of Offering

The Company plans to deliver Yellow Tokens after the "***Token Integration Event***" or "***TIE***" defined as the date when the Yellow Tokens are initially broadly publicly released by the Company for use on the Yellow Network, if ever. It is anticipated that the Token Integration Event will occur on or before December 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 Yellow 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/yellow. The Company may terminate such sales at any time prior to the sale of any and all Yellow Tokens in its sole discretion.

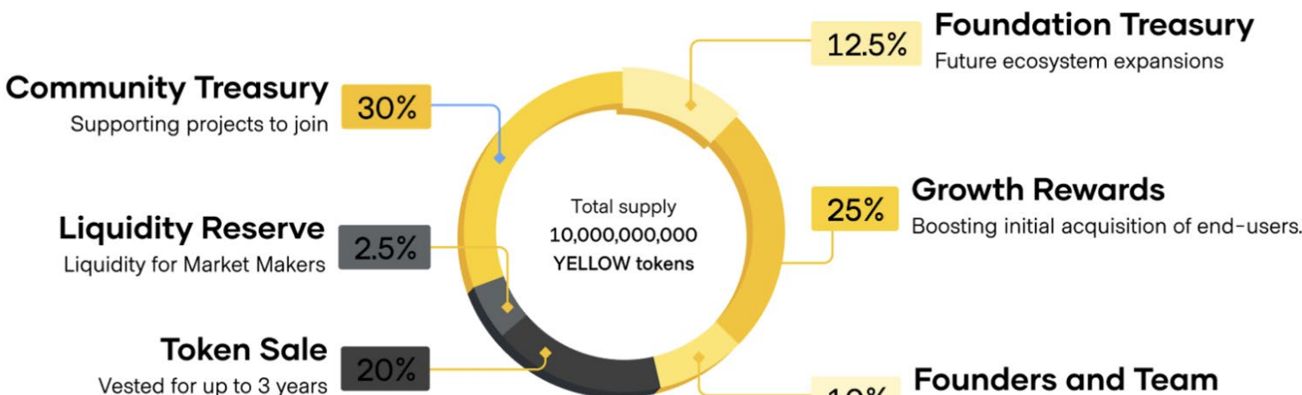
The Terms of this Offering, including the applicable delivery restrictions, are set forth under the section titled "Terms of the Offering."

Token Distribution

An initial supply of 10,000,000,000 Yellow Tokens will be created in the initial minting processes, *see* "Description of the Yellow Token" below.

Distribution Schedule

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



Private Sale: A total of 1,347,500,000 Yellow Tokens, equal to 13.475% 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.

> **Group 1**. A total number of 1,120,000,000 Yellow Tokens, equal to 11.20% of the initial network supply of the Yellow Tokens, is allocated to certain Private Sale contributors ("***Group 1***") for financing R&D works related to the development of the Yellow Network. Yellow Tokens under this distribution category are subject to varying delivery restrictions and lock up schedules.
>
> **Group 2**. A total number of 227,500,000 Yellow Tokens, equal to 2.275% of the initial network supply of the Yellow Tokens, is allocated to all other contributors across Private Rounds ("***Group 2***") for financing R&D works related to the development of the Yellow Network. Yellow Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Public Sales: A total of 652,500,000 Yellow Tokens, equal to 6.525% 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 1,400,000 Yellow Tokens, equal to 0.014% of the initial supply of the Yellow Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation D). Tokens under this distribution category are subject to a lock-up schedule.

Republic Sale (Regulation D). A total number of 2,900,000 Yellow Tokens, equal to 0.029% of the network supply of the Yellow 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 schedule.

Republic "Allowlist" Sale (Concurrent Offering). A total number of 5,600,000 Yellow Tokens, equal to 0.056% of the initial supply of the Yellow Tokens, is allocated for sales to certain contributors in the Republic Sale (Regulation S). Tokens under this distribution category are subject to a lock-up schedule.

Republic Sale (Concurrent Offering). A total number of 11,600,000 Yellow Tokens, equal to 0.116% of the network supply of the Yellow Tokens, is allocated to certain contributors in the Republic Sale (Regulation S). Tokens under this distribution category are subject to a lock up schedule.

Other Public Sales. A total number of 631,000,000 Yellow Tokens, equal to 6.31% of the initial network supply of the Yellow Tokens, will be allocated to future public sales following the TIE. Tokens under this category may be subject to delivery restrictions.

Founders and Team. A total number of 1,000,000,000 Yellow Tokens, equal to 10.00% of the initial network supply of the Yellow Tokens, is allocated to the founders of the Company. Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Community Treasury. A total number of 3,000,000,000 Yellow Tokens, equal to 30.00% of the initial network supply of the Yellow Tokens, is allocated to the Company's treasury to support projects seeking to join the Yellow ecosystem. Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Foundation Treasury. A total number of 1,250,000,000 Yellow Tokens, equal to 12.50% of the initial network supply of the Yellow Tokens, is allocated to the Foundation Treasury to support expansion of the Yellow ecosystem. Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Network Rewards Program. A total number of 2,500,000,000 Yellow Tokens, equal to 25.00% of the initial network supply of the Yellow Tokens, is allocated to the Company's network rewards incentive program. Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Liquidity Reserves. A total number of 250,000,000 Yellow Tokens, equal to 2.50% of the initial network supply of the Yellow Tokens, is allocated to Liquidity Reserves. Tokens under this distribution category are subject to delivery restrictions.

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

TERMS OF THE OFFERING

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

Issuer/Seller:	Layer3 Fintech Ltd., a British Virgin Islands incorporated entity.
TPAs:	The expected number of Yellow Tokens to be sold in this Offering is 4,300,000 Yellow 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 Yellow Tokens allocated for public sale is 652,500,000 and can be sold by the Company in its sole discretion through the Republic Sale and through other platforms, including digital asset exchanges.
Purchaser Qualifications:	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.
Offering Size:	US$50,200.00 subject to increase dependent on demand.
Period of Offering:	July 21, 2025, at 9:00 am Eastern Standard Time ("***EST***") through August 21, 2025, at 12:00 am Pacific Standard Time ("***PST***") (the "***Offering Period***"). Purchasers who are on the Company's "allowlist" are eligible to participate in this Offering starting on July 18, 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.
Fulfillment Price:	Purchaser may purchase TPAs through the following options (and note that the Company may increase or decrease the initial supply of any option at its discretion, meaning that the ultimate number of Yellow Tokens available for purchase may be higher or lower than the amount displayed below): **"Allowlist" Regulation D Offering** Price: US$0.011/Yellow Token Delivery Restrictions: The Yellow Tokens will be released during the 3-month period after the expiration of the twelve (12) month period following the Token Integration Event as described below in "Delivery of Yellow Tokens". Maximum Supply: 1,400,000 Yellow Tokens. **Regulation D Offering** Price: US$0.012/Yellow Token Delivery Restrictions: The Yellow Tokens will be released during the 3-month period after the expiration of the twelve (12) month period following the Token Integration Event as described below in "Delivery of Yellow Tokens". Maximum Supply: 2,900,000 Yellow Tokens.
Restricted Period:	Prior to the expiration of the one-year period following the TPA purchase (the "***Restricted Period***"), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or Yellow Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144.

Subscription Amounts:	The minimum investment amount is $100.00 for individual Purchasers and $1,000.00 for entity Purchasers. The maximum subscription amount is $100,000.00. Such amounts may be modified by the Company in its sole discretion.
Delivery of Yellow Tokens:	After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering ("***KYC/AML***") or Know-Your-Business ("***KYB***") screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), Yellow Tokens will be delivered to a Yellow EVM-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 Token Integration Event and in accordance with the three (3) month vesting schedule.
Token Exchange:	Following the Token Integration Event, a Purchaser of TPAs will receive Yellow 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/yellow and be subject to the Offering Documents.
Form of Payment for TPA:	The Purchase Amount can be paid in US dollars (via credit card) or USD pegged stablecoins USDC or USDT. The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional $0.36 per transaction. Purchases in USDC through ZeroHash will incur a total fee of the greater of $2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by the Company. ODB charges a two and five-tenths percent (2.5%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of $5 and a maximum fee of $250. The fee is added to the total amount of the investment at checkout. Purchases in USDC or USDT using direct on-chain transfers via Ethereum network are free of any intermediary commissions or fees except for normal network transaction (gas) fees covered by the sender. 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 29 for refunds that pertain to ZeroHash.

Examples of Fees Incurred During Purchase of Yellow Tokens:

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

Example 1: Purchaser wants to purchase 10,000 Yellow Tokens at $0.011 per Yellow Token using a credit card. The purchase price will be $110. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 2.5% or $5—here, it will be $5 for this transaction because 2.5% is lower, meaning the Purchaser will pay $112.75 total for the 10,000 Yellow Tokens. Note that this total is independent of any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a credit card fee.

Example 2: Purchaser wants to purchase 250,000 Yellow Tokens at $0.011 per Yellow Token using a credit card. The purchase price will be $2,750. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 2.5% or $5—here, it will be 2.5% for this transaction because $5 is lower, meaning the Purchaser will pay $2,755 total for the 250,000 Yellow Tokens. Note that this total is independent of any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a credit card fee.

Example 3: Purchaser wants to purchase 250,000 Yellow Tokens at $0.012 per Yellow Token using cryptocurrency. The purchase price will be $3,000. Purchaser will not incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.

Dissolution Event:

Any of the following events shall be deemed to be a "Dissolution Event": (i) a voluntary termination of the operations of the 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 Yellow 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, are insufficient to permit the payment to the TPA Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the TPA Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each TPA Party's respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and

	the claims of the Purchaser against the Company shall abate accordingly and any further claims of the Purchaser on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.
Documentation:	In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a TPA; (2) completion of Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds by Stripe (collectively, the "***Closing Requirements***").
Governing Law:	The TPAs and the underlying Yellow 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 the greater of $12,000 or 6 percent (6.0%) of the dollar value of the Securities issued to Investors. The Issuer will also pay ODB a securities commission equivalent to 2% of the dollar value of the Securities. Thus, a purchase of $1,000 in this Offering would result in approximately $920 to the Company, $60 in cash commission to ODB, and $20 in securities commission to ODB. In addition to the cash and securities commissions, the Issuer has previously paid a one-time fee of $27,000 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 Yellow Tokens involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Private Placement Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which the Yellow Network, the Yellow 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 YELLOW 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 YELLOW TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE YELLOW TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT YELLOW TOKENS OR THE DELIVERY MECHANISM FOR THE YELLOW TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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

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

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

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

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

While the Yellow Tokens are available only to contributors that are not Prohibited Persons there is the possibility that Yellow Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring Yellow 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 Yellow Tokens available at this time to persons from such jurisdictions.

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

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

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

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

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

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

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

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

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

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

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

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

We are not Licensed to Conduct a Virtual Currency Business in New York and do not Currently Intend to Become Licensed in any Other State. We Have Taken the Position that the New York's BitLicense Regulatory Framework does not apply to our Offer and Sale of the Interests. It is possible, however, that the New York State Department of Financial Services could disagree with our Position. We are not licensed to conduct a virtual currency business in New York or any other state. We have, however, taken the position that the State of New York's BitLicense Regulatory Framework does not apply to the offering or operation of the Yellow Network or the offer and sale of the Interests.

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

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

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

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

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

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

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

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

Operating History. The Company has a limited operating history in the blockchain industry, which continues to be evolving and may not develop as expected. The Company's historical performance does not necessarily reflect future performance or the likelihood of the success of the Yellow Tokens. A significant amount of work was required in order to create the Yellow Tokens and implement the Yellow Token into the Yellow Network 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 Yellow 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 Yellow Tokens;
- effectively use finite personnel and technology resources;
- effectively maintain and scale financial and risk management controls and procedures;
- maintain the security of technology infrastructure, and the confidentiality of the information provided and utilized therein; and
- attract, integrate, and retain qualified employees and contractors.

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

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

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

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

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

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

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

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

Misconduct and Errors Risks. The Company is exposed to many types of operational risk, including the risk of misconduct and errors by our employees, former employees, and other third-party service providers, or by users and developers on the Yellow Network, whom the Company does not control, could be in a position to handle large amounts of sensitive and potentially proprietary information, whose exposure could result in significant liability. It is not always possible to identify and deter misconduct by employees or third-party providers, and the Company cannot control developers or uses of the Yellow Network. The precautions the Company takes to detect and prevent this activity, such as encryption of user data, may not be effective in controlling unknown or unmanaged risks or losses. Any of these occurrences could result in the Company's diminished ability to operate the business and develop the Yellow Network, inability to attract future developers and users, regulatory intervention, and financial harm which could negatively impact the Company, the growth of the Company, and the value of Yellow Tokens.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Violation of Policies Risks. Any violation of Company policies and terms and conditions of use, including misuse of the Yellow Network and Yellow Tokens, by users and Yellow Tokenholders, may result in unforeseeable adverse impact to the Yellow Network out of the Company's control, which may in turn potentially affect the value of Yellow Tokens.

Risk of Competitors. The Company believes that other organizations are or may be working to develop decentralized application systems for scalable and interoperable solutions for Web3 developers or other novel technologies that may be competitive with the technology of the Company. Some or all of these organizations that may have technology similar to the Company, may have substantially greater technological expertise, experience with blockchain technologies and/or financial resources than the Company has, and many of them may be attempting to patent technologies that may be competitive with or similar to the technology the Company has developed, or attempting to reverse engineer the Company's technology, which may be possible as a substantial portion of the software underlying the Yellow Network is open source software that is generally available to the public.

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

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

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

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

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

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

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

Risks Associated with Potential Public Listings of Yellow Tokens Could Negatively Impact Their Price. The Company may, in the future, list Yellow Tokens on digital asset trading platforms (aka. "Exchanges"). Any such listing could negatively impact the price of Yellow Tokens, especially if there is significant selling activity on any such exchange. Lockups applicable to any Interests purchased in this Offering may prevent participants in this Offering from selling their stake in Yellow Tokens while such Yellow Tokens remain subject to a lock-up.

USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering and any other contemporaneous Yellow Token offerings on Republic (together, the "***Republic Offerings***") may be approximately $45,648.86 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 the Yellow Network 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 the Yellow Network, the future value and utility of Purchasers' Yellow Tokens may be adversely affected. Our failure to apply such funds effectively could have a material adverse effect on our business, financial conditions, and results of operations. We cannot specify with certainty all of the particular uses for the net proceeds to be received upon the closing of the Republic Offerings. In addition, the amount and timing of our actual expenditures will depend upon numerous factors. Pending other uses, we may allocate the proceeds to interest-bearing instruments, direct or guaranteed obligations of the U.S. government, crypto assets, or hold as cash.

We cannot guarantee that we will be able to sell any or all of the Yellow Tokens in the Republic Offerings. If we do not sell any of the Yellow 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 Yellow 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 $0.0078 to $0.011per Yellow Token, before deducting estimated expenses in connection to this Offering:

	Tokens Previously Purchased or Acquired	Total Consideration	Weighted Average Price Per Token
Outstanding Tokens (or rights thereto) before this Offering	**1,347,500,000(1)(2)**	**$7,627,460.56 (3)**	**$0.0056 (4)**
Tokens offered in this Offering	**4,300,000 (5)**	**$50,200.00 (6)**	**$0.0117 (7)**
Tokens offered in Concurrent Offerings **(8)**	**17,200,000 (9)**	**$200,800.00 (10)**	**$0.0117 (11)**

(1) Includes (i) 500,000,000 Yellow Tokens that were allocated to certain Private Sale (Group 1) contributors and (ii) 847,500,000 Yellow Tokens that were allocated to all other contributors across Private Rounds (Groups 1 and 2).

(2) Contributors in the Private Rounds are subject to various vesting schedules as described in Plan of Distribution.

(3) Total consideration includes (i) $1,000,000 pursuant to contributions made to the Company by certain contributors to Private Round (Group 1); and (ii) $6,627,460.56 pursuant to contributions made to the Company by all other contributors in Private Rounds (Groups 1 and 2).

(4) The price per Yellow Token offered to (i) certain contributors in Private Round (Group 1) was approximately $0.002 and (ii) all other Private Round contributors was approximately $0.0078. For all Yellow Tokens issuable pursuant to the Private Rounds, this amount is calculated based on a price of $0.0057.

(5) Includes (i) 1,400,000 Yellow Tokens offered in the "Allowlist" sale, and (ii) 2,900,000 Yellow Tokens offered in the public sale, both on the Republic platform in reliance upon Regulation D.

(6) Total Consideration includes: (i) $15,400.00 for total Yellow Tokens offered in the "Allowlist" sale; and (ii) $34,800.00 for Yellow Tokens offered in the public sale both on the Republic platform in reliance upon Regulation D.

(7) The prices for the Yellow Tokens offered for sale in reliance on Regulation D is $0.011 in the "Allowlist" sale and $0.012 in the public offering.

(8) Offered on the Republic platform pursuant to an International Offering Memorandum ("***IOM***").

(9) Includes (i) 5,600,000 Yellow Tokens offered in the Concurrent Offering "Allowlist" sale, and (ii) 11,600,000 Yellow Tokens offered in the public sale, both on the Republic platform in reliance upon Regulation S.

(10) Total Consideration includes: (i) $61,600.00 for total Yellow Tokens offered in the Concurrent Offering "Allowlist" sale; and (ii) $139,200.00 for Yellow Tokens offered in the public sale, both on the Republic platform in reliance upon Regulation S.

(11) The prices for the Yellow Tokens offered for sale in reliance on Regulation S is $0.011 in the "Allowlist" sale and $0.012 in the public offering.

MANAGEMENT OF THE COMPANY

Directors and Significant Service Providers

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

Name	Age	Functional Position
Directors		
Paul Gavin Parker	53	Director
Significant Service Providers		
Louis Bellet	40	Chief Executive Officer
Alexis Sirkia	49	Executive Chairman
Camille Meulien	39	Chief Technology Officer

Paul Gavin Parker is the sole director of both the Company and the Layer 3 Foundation. Paul is a Registered Professional Director with the Cayman Islands Monetary Authority. Paul has over fifteen years' experience in the funds and finance industry and more recently with the fintech industry, providing legal, regulatory and corporate governance advice to directors, managers, arrangers and investors around the world. He began his legal career with Ashurst, London where he worked on a wide range of finance transactions before moving to Maples and Calder in the Cayman Islands. He is admitted as an attorney-at-law in the Cayman Islands where he currently heads the corporate finance group of a full-service Cayman law firm. Paul holds a Law Degree and Master of Philosophy degree from Queen's University of Belfast and is also a member of the Institute of Bankers in Ireland.

Significant Service Providers

Louis Bellet is the CEO of Openware, Inc., where he brings a strong background in software architecture and extensive experience in the blockchain and cryptocurrency industries to drive the company's technological innovations. Known for his entrepreneurial approach and technical expertise, Bellet is instrumental in advancing Yellow Network's vision for decentralized trading solutions. Bellet co-founded Yellow Network. in December 2021 and is based in South San Francisco, California. Prior to this, he founded Openware, Inc., a leading crypto exchange software provider, in 2016, and serves as a Director of ClearSync Ltd., the company behind the state channels smart clearing technology that supports Yellow Network. His career includes co-founding Helios Cloud and Helios Technologies, both software ventures, and serving as Chief Information Technology Architect at APROBIT in Seoul, South Korea.

Alexis Sirkia is the Executive Chairman of ClearSync, Ltd., where he leverages his engineering background and extensive experience in fintech to guide the company's development of a decentralized trading network. Sirkia's expertise lies in building complex systems and innovation in financial technology, contributing significantly to Yellow Network's mission to reshape the crypto trading landscape.

Beginning his career in aeronautics and space engineering, Sirkia transitioned into leadership roles within the fintech industry cofounding GSR, a leading digital asset trading and market-making firm. He co-founded Yellow in 2018 and is based in Andorra la Vella, Andorra. Prior to Yellow, he served as Chief Innovation Officer and Co-Founder at NEOFACTO. He holds a degree in Computer Systems Engineering from Université Paul Sabatier Toulouse III.

Camille Meulien is the Chief Technology Officer of ClearSync, Ltd., where he draws on over 20 years of experience in FinTech security, distributed systems, big data, and high-traffic systems. Known for his technical depth and problem-solving skills, Meulien plays a pivotal role in developing a secure and resilient infrastructure for Yellow's decentralized trading network. As CTO, Meulien leads Yellow Network's technical strategy and development. He also serves as CEO of Yellow Capital, which focuses on market making and incubation of technology products. Meulien's career has centered on software architecture and FinTech. He started at Helios Technologies in 2015 as a Senior Technical Architect, moved to Openware in 2019 as CTO, and concurrently worked as a Senior Software Architect for APROBIT, where he led the design of a spot trading matching engine and platform scalability. He joined Yellow Network in December 2021 and has been integral to its technological advancements since.

Board Composition and Risk Oversight

The board of directors of the Company is currently composed **of one member.** There are no family relationships among the director or any of the executive officers.

Relationship to Openware

Openware, Inc. is a US-based blockchain infrastructure development company. It developed OpenDAX, the trading platform to be integrated with the Yellow Network. Openware develops core technological components for the Yellow Network pursuant to a service agreement.

Relationship to ClearSync

ClearSync, Ltd., a UK-based company, is responsible for technological development of the Yellow Network. It has developed and maintains the state channels smart clearing protocol that is a critical functionality for the Yellow Network.

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

The constitution of the Company provides for the indemnification of Company directors and officers against any liability incurred by such directors and officers in connection with their performance as directors and officers of the Company provided that the person acted honestly and in good faith.

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)
Paul Parker *Director*	$9,000/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 September 10, 2024 (the "***ODB Engagement Agreement***"), who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the ODB Engagement Agreement will continue until the later of the date on which (i) the TPAs are no longer being listed on the Republic Platform or (ii) all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days' prior written notice or for cause pursuant to the ODB Engagement Agreement.

ODB is not purchasing any of Yellow Tokens in this Offering and are not required to sell any specific number or dollar amount of tokens but will instead arrange and manage this Offering on their fundraising platform, https://republic.com/yellow.

Reimbursable expenses in the event of termination. Termination Fees are due upon termination for any reason other than ODB's uncured breach. This includes termination for cause due to the Company's uncured breach, expiration of the term, or the Company's voluntary termination. The Termination Fee is a flat $15,000. ODB may, at its discretion, interpret a lack of responsiveness from the Company, for a period of 10 calendar days, as a material breach of this Agreement, after requesting a response, entitling ODB to terminate this Agreement for cause. No Termination Fee shall be due under this provision in the event of termination for any reason other than ODB's uncured breach. If the Company cancels or decides not to pursue the Offering after meeting the minimum investment amount necessary to perform a closing, termination fees shall remain due and payable, unless the Company terminates the Agreement for ODB's uncured breach.

Commission and Expenses. The cash fee paid to ODB from the proceeds of this Offering will be the greater of (A) $12,000.00 or (B) 6 percent (6.0%) of the dollar value of the Securities issued to Investors. The Issuer will also pay ODB a securities commission equivalent to 2% of the dollar value of the Securities. Thus, a purchase of $1,000 in this Offering would result in a minimum of $920 to the Company, $60 in cash commission to ODB, and $20 in securities commission to ODB, and potentially less if the total offering size is less than $200,000.

Neither the Memorandum nor the TPA creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB nor any of its affiliates have independently verified any of the information provided or 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 Yellow 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 through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional $0.36 per transaction. Purchases in USDC through ZeroHash will incur a total fee equal to the greater of $2,500 (minimum fee) or 0.1% of the total payment volume. The above fees for Stripe and ZeroHash will ultimately be borne by the Company. ODB charges a two percent (2.5%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of $5 and a maximum fee of $250. The fee is added to the total amount of the investment at checkout.

Business Advisory Service Fees: We have paid ODB $27,000 for Business Advisory Services, including standard, additional, or enhanced reviews of KYC, AML, diligence, compliance monitoring, CIP, financials, offering documents, and the time and effort undertaken to perform such reviews. ODB may also provide additional guidance on the Offering's size and structure, market conditions, and other relevant factors, but this guidance is not legal advice and does not replace the need for the Company's own legal and regulatory representation.

Indemnification and Control

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

Refunds and Surplus Payments for Payments Made Through ZeroHash

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

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

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

Examples:

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

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

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

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE COMPANY

Common Stock of the Company

As of the date of this filing, 100% of the beneficial ownership of the Company's voting securities is held by Layer 3 Foundation, a foundation company limited by guarantee incorporated in the Cayman Islands.

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 directors and executive officers and for our directors and executive officers 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 Harbour Place, 2nd Floor, 103 South Church Street, P.O. Box 472, George Town, Grand Cayman KY1-1106, Cayman Islands. We have determined beneficial ownership of our common stock in accordance with the rules of the SEC.

Title of Class	Name and address of beneficial owner	Amount and nature of beneficial ownership	Percent of Class
Shares of Common Stock of Layer3 FinTech Ltd.	Layer 3 Foundation	1 share	100%
Shares of Common Stock of Layer3 FinTech Ltd.	Officers and Directors as a group (one person)	N/A	N/A

Yellow Tokens

The following table sets forth the beneficial ownership of the Yellow Tokens as of the date of this Private Placement Memorandum for each person or group that holds more than 10% of the maximum supply of Yellow Tokens and for our directors and executive officers as a group. To our knowledge, each person that beneficially owns Yellow Tokens has sole disposition power with regard to such tokens. The percentage of Yellow Token ownership shown in the table is based upon the initial supply of Yellow Tokens which is 10,000,000,000 as of the date of this Private Placement Memorandum.
We have determined beneficial ownership of our Yellow Tokens in accordance with the rules of the SEC.

Title of Class	Name of beneficial owner	Amount and nature of beneficial ownership	Percent of Class
Yellow Tokens	Directors and officers as a group	1,447,570,666	14.48%

DESCRIPTION OF THE YELLOW TOKENS

Ownership of Yellow Tokens

We are offering TPAs in this Offering in accordance with the terms outlined under "Terms of the Offering" above, which entitles the holders thereof to purchase Yellow Tokens at a price of $0.011 and $0.012 per Yellow Token. The TPAs and the Yellow Tokens are subject to transfer restrictions as described under "Terms of the Offering" above.

Yellow Tokens (**$YELLOW**) are the native utility tokens of the Yellow Network. They facilitate various functions within the Yellow Network ecosystem, including smart contract interactions and can be stored in compatible wallets. The Yellow Network is a layer-3 protocol built on top of existing blockchains, such as Ethereum, Base, Arbitrum, Linea, BNB, and Polygon, as described further below in "Description of the Yellow Network".

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

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

Functionality of Yellow Tokens

Users of the Yellow Network will be able to utilize the $YELLOW token in the following ways:

(i) Paying Blockchain Transaction Fees: Users can pay blockchain transaction fees using $YELLOW tokens when conducting transactions through their Yellow Smart Account (YSA). This is crucial for network interactions, trade execution, and participation in ecosystem activities. This function operates through a Paymaster, which facilitates the payment of fees in $YELLOW. The YSA, based on ERC-4337 (Account Abstraction), enables transaction posting across various chains and supports WalletConnect.

(ii) Network Access: Participating in the Yellow Network and accessing its features requires users, particularly brokers, to lock a certain amount of $YELLOW tokens as collateral. This collateral acts as a safety deposit, ensuring the financial integrity of trading channels and demonstrating a commitment to responsible trading practices. This collateral serves to prevent overexposure and significantly reduce counterparty risk for brokers when they access non-proprietary assets. Furthermore, the collateral can be slashed if a party involved misses a settlement within the Time-to-settle (TTS). Tokens collected from penalties are directed to the Yellow Reserve Vault.

(iii) Clearing Fees**:** In the Yellow Network, when two participants execute a batch settlement, a clearing fee is applied to both sides based on the USD evaluation of the settlement size. This fee, for example, might be 1% on each side of a $20,000 asset swap. This clearing fee encourages efficient batching and optimizes settlement sizes. The collected clearing fees are locked into the Yellow Community Vault.

Token Supply

The initial supply of Yellow Tokens is 10,000,000,000 tokens. The total supply of Yellow Tokens will be allocated as described in "Plan of Distribution".

Limited Yellow Token-Related Rights

Yellow Tokens (**$YELLOW**) are utility tokens designed to facilitate various functions within the Yellow Network ecosystem. Holding Yellow Tokens does not grant you any ownership or control rights in the Company (Layer 3 FinTech Ltd.), its affiliates, or any third-party developer. Specifically, Yellow 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

Yellow Tokens ($YELLOW) are utility tokens specifically designed for use within the Yellow Network. Their primary purpose is to facilitate various functions within the network, including:

- Paying blockchain transaction fees
- the network and opening trading channels
- Providing collateral to ensure the financial integrity of trading activities
- Covering clearing fees associated with batch settlements

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

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

DESCRIPTION OF THE YELLOW NETWORK

Overview

Yellow Network is a decentralized layer-3 protocol designed to address the challenges of fragmentation, scalability, and accessibility in the cryptocurrency trading landscape. Recognizing the limitations of existing blockchain infrastructures, Yellow Network introduces a broker-to-broker liquidity channel infrastructure that aggregates liquidity across multiple blockchains. This innovative approach facilitates high-frequency trading through a state channel network, allowing for near-instantaneous off-chain transactions while ensuring security and efficiency through the ClearSync smart clearing protocol.

Below is a detailed explanation of its key features:

1. **Network Structure and Functionality**

The Yellow Network functions as an overlay mesh network, similar to the internet, where brokers and exchanges act as interconnected nodes. These nodes communicate and exchange trading liabilities off-chain, significantly reducing the need for on-chain transactions and improving transaction speed.

- *Broker-to-Broker Network*: Instead of operating as a traditional exchange, Yellow Network facilitates direct trading between brokers, eliminating the need for a central order book. This peer-to-peer approach enhances liquidity and efficiency by connecting various trading venues.
- *Multi-Chain Support*: Yellow Network is not tied to a single blockchain. It enables the trading, clearing, and settlement of assets across various blockchains, supporting cryptocurrencies, DeFi tokens, NFTs, and even real-world assets (RWA) tokens.
- *Custodians as Gateways*: Connection points to each blockchain are established through custodians, which act as secure gateways for on-chain assets. Brokers interact with these custodians to access assets on different blockchains.

2. **State Channels and Smart Clearing Protocol (ClearSync)**

The backbone of Yellow Network is its state channel infrastructure and the smart clearing protocol, ClearSync. State channels enable high-speed, off-chain transactions between participants, reducing reliance on the underlying blockchain for processing.

- *Collateralized Trading*: To participate, brokers must lock collateral in the form of stablecoins within state channels. This collateral acts as insurance to mitigate counterparty risk.
- *ClearSync for Dispute Resolution*: ClearSync, a set of smart contracts, manages collateral, tracks liabilities, and facilitates dispute resolution. If a party fails to settle their obligations, the smart contract automatically releases the collateral to the defrauded party.
- *Real-Time Margin Management*: ClearSync continuously updates the collateral distribution within state channels, ensuring that collateralization levels are maintained and liability risks are managed in real-time.

3. **$YELLOW Token Utility**

The native $YELLOW token plays a crucial role within the Yellow Network ecosystem.

- *Network Access*: Brokers are required to lock $YELLOW tokens as collateral to open trading channels, such as broker to broker, broker to custodian or cross chain channels, granting them access to the network.
- *Transaction Fees*: $YELLOW is used to pay for blockchain transaction fees.
- *Governance and Incentives*: While not explicitly stated in the sources, it is common for native tokens in blockchain ecosystems to have governance functions, allowing holders to participate in decision-making processes. Additionally, $YELLOW may be used for various incentive programs within the network.
- *Reserve Vault*: The Yellow Reserve Vault uses $YELLOW tokens to build a diversified portfolio to resolve settlement disputes and support the token's valuation.

4. **Key Products and Tools**

Yellow Network is developing a suite of products to enhance the user experience and functionality of the network.

- *Yellow Terminal*: This comprehensive trading platform provides users with a unified interface to access liquidity across multiple blockchains. It offers real-time data, advanced charting tools, and low-latency execution through state channels.
- *Yellow Wallet*: The Yellow Wallet offers account abstraction, simplifying blockchain interactions for users. It features social logins, batch withdrawals, and seamless connectivity to DeFi applications and the Yellow Network ecosystem.

State of the Project

The following table highlights some of Openware and/or ClearSync and the Company's development efforts to date.

Q1 2024	- Launch of Yellow Smart Account
Q2 2024	- Rollout of Yellow Terminal - Linea Mainnet Integration - Canary trading test environment - Onboarding of Initial Builders
Q3 2024	- Product launch of Yellow Network - Telegram app - Product launch of Yellow Vault - Start of Yellow Locking Campaign Season 1 - Start of liquidity building through the locking
Q4 2024	- Support of non-EVM chains - Distribution of season 1 rewards - Start of Yellow Locking Campaign Season 2 - Adding support of 6 EVM chains - Expansion of Builder Program - Organization of Yellow Network Hackathons - Instant cross-chain trading feature
Q1 2025	- Enhancement of Multi-chain abstraction - Cross-chain swap through Account abstraction - Launch of the ERC7824 and Nitrolite Protocol
Q2 2025	- Growth of Yellow Network Ambassador Program - Establishment of a Clearing network in testnet
Q3 2025	- Expansion and sales of Brokerage Ecosystem - Support of non-EVM chains - Launch on mainnet networks - NeoDAX Stable release - Launch of the Yellow Payment App pilot - NeoDAX Preview release
Q4 2025	- Advanced orders - Risk Neutral Broker Dealer market making - Further Expansion of Brokerage Ecosystem - Improvement of Cross-chain Trading Systems - Implimentation of Liquidity As a Service - Scaling of NeoDAX adoption - Ongoing launches of Apps built on the Yellow SDK

Competition

There are two main categories of competitors to the Yellow Network: Decentralized Exchanges (DEXs) and Centralized Exchanges (CEXs).

1. Decentralized Exchanges (DEXs)
   Infrastructure: DEXs operate directly on a blockchain, typically utilizing smart contracts to facilitate trading.

   - Advantages:
     - Decentralization and Security: DEXs are generally considered more secure than CEXs because they do not rely on a central authority to hold user funds.
     - Transparency: Trading activities are recorded on the blockchain, providing transparency and auditability.

- <u>Disadvantages</u>:
    - Lower Performance: DEXs are often limited by the throughput of the underlying blockchain, resulting in slower transaction speeds and higher latency.
    - Liquidity Challenges: Liquidity can be fragmented across different DEXs and blockchains, leading to wider spreads and potential slippage.
    - User Experience: Interacting with DEXs can be more complex for users unfamiliar with blockchain technology.

2. <u>Centralized Exchanges (CEXs)</u>
   Infrastructure: CEXs operate on centralized servers, similar to traditional financial exchanges.

- <u>Advantages</u>:
    - High Performance: CEXs can handle high trading volumes with low latency due to their centralized infrastructure.
    - User-Friendly Interface: CEXs typically offer a more streamlined and user-friendly experience, especially for newcomers to cryptocurrency trading.

- <u>Disadvantages</u>:
    - Centralization Risks: CEXs are susceptible to security breaches, hacking attacks, and potential mismanagement of user funds.
    - Lack of Transparency: Trading activities may not be fully transparent, raising concerns about potential manipulation or unfair practices.

PLAN OF DISTRIBUTION

This Offering of Yellow 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 Yellow Tokens

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

Allocation	Tokens	%	Cliff, months	Vesting, months
PRIVATE SALES:				
Private Round (Group 1)	1,120,000,000	11.20%	4-6	36
Private Round (Group 2)	227,500,000	2.28%	0-2	0-24
PUBLIC SALES:				
Republic "Allowlist" Sale (Reg D)	1,400,000	0.014%	12	3
Republic Sale (Reg D)	2,900,000	0.029%	12	3
Republic "Allowlist" (*Concurrent Offering*)	5,600,000	0.056%	3	6
Republic Sale (*Concurrent Offering*)	11,600,000	0.116%	3	6
Other Public Sales	631,000,000	6.31%	1	3
Founders and Team	1,000,000,000	10.00%	6	60
Community Treasury	3,000,000,000	30.00%	0	96
Foundation Treasury	1,250,000,000	12.50%	3	60
Network Rewards Program	2,500,000,000	25.00%	0	60
Liquidity Reserves	250,000,000	2.50%	0	0
Total Token Allocation:	**10,000,000,000**	**100.00%**		

Private Sale: A total number of 1,347,500,000 Yellow Tokens, equal to 13.48% of the initial network supply of the Yellow Tokens, is allocated to Private Sales Round contributors. These sales rounds aimed for financing R&D works related to the development of the Yellow Network. The information about cliff and vesting period of the Private Sales round is presented in the table above. Vesting commences after a cliff in equal monthly increments vesting each month, until all allocated Yellow Tokens are fully vested by the end of the vesting period. 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.

Group 1. A total number of 1,120,000,000 Yellow Tokens, equal to 11.20% of the initial network supply of the Yellow Tokens, is allocated to certain Private Sale contributors ("***Group 1***") for financing R&D works related to the development of the Yellow Network.

Group 2. A total number of 227,500,000 Yellow Tokens, equal to 2.275% of the initial network supply of the Yellow Tokens, is allocated to all other contributors across Private Rounds ("***Group 2***") for financing R&D works related to the development of the Yellow Network.

Public Sales: A total of 652,500,000 Yellow Tokens, equal to 6.525% 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 (Reg D Offering). 1,400,000 Yellow Tokens, equal to 0.014% of the initial network supply, will be sold at $0.011 per token and will be allocated to certain contributors as presented in the table above. Tokens in this category will be released within seven calendar days after the expiration of the twelve (12) month period following the Token Integration Event ("***TIE***") and in accordance with the vesting schedule (the "***Restricted Period***").

Republic Sale (Regulation D). 2,900,000 Yellow Tokens, equal to 0.029% of the initial network supply, will be sold at $0.012 per token and will be allocated to certain contributors as presented in the table above. Tokens in this category will be released within seven calendar days after the Restricted Period.

Republic "Allowlist" Sale (Concurrent Offering). 5,600,000 Yellow Tokens, equal to 0.056% of the initial network supply, will be sold at $0.011 per token and will be allocated to certain contributors as presented in the table above. Tokens in this category will be released pursuant to a 3-month cliff after the TIE followed by a six-month linear vesting schedule.

Republic Sale (Concurrent Offering). 11,600,000 Yellow Tokens, equal to 0.116% of the initial network supply, will be sold at $0.012 per token and will be allocated to certain contributors as presented in the table above. Tokens in this category will be released pursuant to a 3-month cliff after the TIE followed by a six-month linear vesting schedule.

Other Public Sales. A total number of 631,000,000 Yellow Tokens, equal to 6.31% of the initial network supply, will be sold at $0.012 per token to facilitate the Republic sales and will be allocated to certain contributors as presented in the table above. Tokens in this category will be subject to a 1-month lock up after the TIE followed by a 3-month linear vesting schedule and may be subject to delivery restrictions.

Founders and Team. A total number of 1,000,000,000 Yellow Tokens, equal to 10.00% of the initial network supply of the Yellow Tokens, is allocated to the founders of the Company. Tokens in this distribution category are subject to a vesting schedule, with Yellow Tokens under each such grant vesting over sixty (60) months commencing at the end of the cliff period of six (6)-months, at which point 1.7% of the allocated Yellow Tokens vest. The remaining 98.3% of the Yellow Tokens then vest in equal monthly increments of 1.7% per month over the following fifty-nine (59) months until all granted Yellow Tokens are fully vested by the first day of the sixtieth (60th) month following the end of the cliff period.

Community Treasury. A total number of 3,000,000,000 Yellow Tokens, equal to 30.00% of the initial network supply of the Yellow Tokens, is allocated to the Company treasury to support projects seeking to join the Yellow ecosystem. Tokens in this distribution category are subject to a vesting schedule, with Yellow Tokens under each such grant vesting over ninety-six (96) months commencing at the time of the TIE at which point approximately 1% of the allocated Yellow Tokens vest. The remaining 99% of the Yellow Tokens vest in equal monthly increments of approximately 1% over the following ninety-five (95) months until all granted Yellow Tokens are fully vested by the first day of the ninety-sixth (96th) month following the TIE.

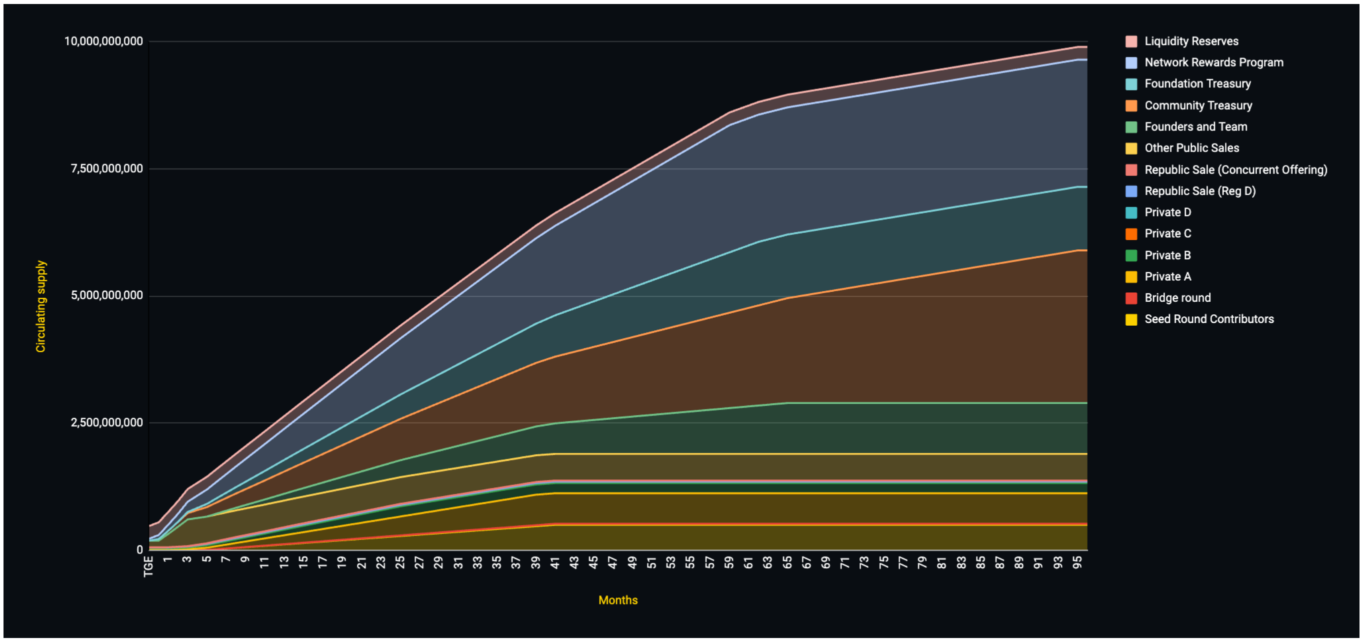
Foundation Treasury. A total number of 1,250,000,000 Yellow Tokens, equal to 12.50% of the initial network supply of the Yellow Tokens, is allocated to the Foundation Treasury to support expansion of the Yellow ecosystem. Yellow Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules. Yellow Tokens in this distribution category are subject to a vesting schedule over sixty (60) months, starting from the end of the cliff period of (3)-month, at which point 1.7% of the allocated Yellow Tokens vest. The remaining 98.3% of the Yellow Tokens vest in equal monthly increments of approximately 1.7% over the next fifty-nine (59) months, with all Yellow Tokens fully vested by the start of the sixtieth (60th) month following the end of the cliff period.

Network Rewards Program. A total number of 2,500,000,000 Yellow Tokens, equal to 25.00% of the initial network supply of the Yellow Tokens, is allocated to the Company's network rewards incentive program. Yellow Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules. Yellow Tokens in this distribution category are subject to a vesting schedule, with Yellow Tokens under each such grant vesting over sixty (60) months commencing at the time of the TIE, with 1.7% of Yellow Tokens vesting at the time of TIE, and the remaining Yellow Tokens vesting from the first day of the first (1) month at 1.7% each month until all such granted Yellow Tokens have been vested on the first day of the sixtieth (60th) month following the TIE.

Liquidity Reserves. A total number of 250,000,000 Yellow Tokens, equal to 2.50% of the initial network supply of the Yellow Tokens, is allocated to Liquidity Reserves. Yellow Tokens under this distribution category are not subject to any delivery restrictions. All such Yellow Tokens will become immediately available following the TIE.

Yellow Token Supply Release Schedule

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



Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the Yellow Tokens offered hereby because: (i) a purchase of the Yellow Tokens involves a number of significant risks (see "Risk Factors"); (ii) no market for the Yellow Tokens currently exists; and (iii) there is no established trading market for the Yellow Tokens and it is possible that a robust public market will never develop for the Yellow Tokens. The sale of Yellow 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 director or executive officer 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 the 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 Yellow Tokens will need to complete the requisite know-your-customer and anti-money laundering procedures to purchase Yellow 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 Yellow 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 a 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 Yellow Tokens the representations concerning Purchaser's compliance with the OFAC Programs become untrue, the Company may be required to take certain actions, including refusal to deliver the Yellow 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 Yellow Tokens

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

Prior Offerings

Seed Sale (June - November 2021): The Company conducted a Seed Sale, selling 500,000,000 Yellow Tokens at $0.002 per token. This resulted in a total of $1,000,000 raised. The tokens were subject to a 6-month cliff and a 36-month vesting schedule.

Private Rounds (June 2021 - June 2022): The Company carried out a series of Private Rounds, raising $6,627,460.56. They sold 847,500,000 Yellow Tokens at an average of $0.0078 per token. These rounds also had a 6-month cliff and a 36-month vesting schedule.

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The Yellow 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 Yellow Tokens, if issued, and that restrict the Yellow Tokens' resale. **The Yellow 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 Yellow Tokens hereunder. In addition, holders of Yellow Tokens will not be able to transfer their Yellow Tokens until such Yellow 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 Yellow Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the Yellow 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 Yellow 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 Yellow 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 Yellow 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 Yellow 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 Yellow 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 Yellow 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 Yellow 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 Yellow 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 Yellow Tokenholders thereof or (B) notifies Yellow 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 Yellow Tokens. It has had access to such financial and other information concerning the Company and the Yellow 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 Yellow 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 Yellow Tokens, when issued, pursuant to Rule 144A if applicable, Section 4(a)(6), Regulation S, or any other exemption from registration available under the Securities Act, in each case, subject to the conditions set forth in (9).

(7) Each holder of the Yellow 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 Yellow Tokens, when issued.

(8) Each holder of a TPA acknowledges that:

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

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

REGULATION D ONLY (THE "***REGULATION D LEGEND***"): THE HOLDER OF ANY YELLOW TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH YELLOW TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE YELLOW 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 OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.

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

(9) It agrees that it will not transfer Yellow Tokens unless it is given reasonable assurance that each person to whom it transfers Yellow Tokens receives notice of any restrictions on transfer of such Yellow 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 Yellow 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 Yellow Tokens will not be required to accept for registration of transfer any Yellow 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 Yellow Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the Yellow Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the Yellow 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 Yellow 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 Yellow 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 Yellow 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, Yellow Tokens exceed the amount the Purchase pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the Yellow 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 directors 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 director 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 director 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 director 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 YELLOW 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 YELLOW TOKENS.

THE TAX TREATMENT OF YELLOW 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 YELLOW 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 YELLOW 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

LAYER3 FINTECH LTD.
Profit and Loss
Amounts in USD

	Six months ended June, 30 2024	2023	2022
Revenue			
Revenue from token sales	138,500	645,651	9,783,231
Total revenue	**138,500**	**645,651**	**9,783,231**
Expenses			
Network development costs	(367,960)	(2,073,265)	(3,332,610)
Staff costs	(165,689)	(462,144)	(253,978)
Marketing & Promotion Expenses	(36,734)	(162,202)	(228,308)
General & admin expenses	(232,918)	(146,959)	(109,499)
Token refunds related to prior years	(43,000)	(2,763,500)	-
Total expenses	**(846,301)**	**(5,608,070)**	**(3,924,395)**
Financial costs			
Crypto exchange gains/(losses)	22,766	18,177	-
Commissions and fees	(9,114)	(2,913)	-
Total financial costs	**13,652**	**15,263**	**-**
Profit/(Loss) for the period	**(694,149)**	**(4,947,155)**	**5,858,836**

LAYER3 FINTECH LTD.
Balance Sheet
Amounts in USD

	Jun 30, 2024	Dec 31, 2023	Dec 31, 2022
Assets			
Current Assets			
Liquid crypto assets	350,178	626,166	5,814,476
Advances issued	10,515	250,515	
Accounts receivable		92,875	208,282
Crypto assets locked in liquidity pools	148,000	142,000	37,000
Total Current Assets	**508,693**	**1,111,556**	**6,059,758**
Total Assets	**508,693**	**1,111,556**	**6,059,758**
Liabilities and shareholder's equity			
Current liabilities:			
Accounts Payable	-	-	15,500
Total current liabilities	**-**	**-**	**15,500**
Non- current liabilities:			
Accounts Payable	291,160	199,874	185,422
Total non-current liabilities	**291,160**	**199,874**	**185,422**
Shareholders' equity:			
Net Income	(694,149)	(4,947,155)	5,858,836
Retained Earnings	911,682	5,858,836	-
Total shareholders' equity	**217,533**	**911,682**	**5,858,836**
Total liabilities and equity	**508,693**	**1,111,556**	**6,059,758**

ADDENDUM B

YELLOW TOKEN TERMS AND CONDITIONS

Layer3 FinTech Ltd.

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 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 PLATFORM, THE COMPANY OR ANY AFFILIATE OF THE COMPANY. THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN THE BRITISH VIRGIN ISLANDS OR IN ANY PERMITTED JURISDICTIONS.

CLAUSE 1. DEFINITIONS

"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 this 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 Layer3 FinTech Ltd. a British Virgin Islands business company with limited liability and having its registered office situated c/o Harkom Corporate Services Limited at Jayla Place, P.O. Box 216, Road Town, Tortola, British Virgin Islands., which is the entity initiating the Token Sale and offering the Tokens for purchase in accordance with these T&Cs.

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

"Information Materials" means documents or other materials issued by any member of the **Issuer Group** in connection with the Tokens from time to time.

"Issuer Group" means the Company and each of its Affiliates.

"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.

"**Platform**" means the off-chain network known as Yellow Network aimed at bringing together independent member exchanges who can share liquidity and perform high-frequency trades between each other through the use of open-source software based on state-channels technology as detailed further in the Information Materials and which is operated by the Platform Operators.

"Platform Operators" means each of the independent network participants (such as brokers and exchanges) that have met the requirements to become a member of the Platform.

"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;
c. a member of the public in the British Virgin Islands;
d. 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);
e. an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce's denied persons or entity list, the United States Department of Treasury's specially designated nationals or blocked persons lists, the United States Department of State's debarred parties list, the consolidated sanctions list maintained by the United States Department of Treasury's Office of Foreign Assets Control any United Nations Security Council sanctions lists or any other sanctions list;
f. a Person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority;
g. a Person acting, directly or indirectly, in contravention of any Applicable Law;
h. 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;
i. 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
j. a Person that is, unless otherwise disclosed in writing to the Company prior to Your taking part in the Token Sale or acquiring Tokens from any third party, a politically exposed person ("***PEP***") as defined by the Financial Action Task Force (or such similar Person under any Applicable Law) as an individual who is or has been entrusted with a prominent public function or an immediate family member or close

associate of a PEP or any corporation, business or other entity that has been formed by, or for the benefit of, a PEP or any immediate family member or close associate of a PEP.

"T&Cs" means these terms and conditions, including all Information Materials, and any other rules, policies or procedures that may be issued by any member of the Issuer Group 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 utility tokens known as YELLOW tokens, as described further in the Information Materials and which operate in connection with the Platform which is operated by the Platform Operators. The Company shall mint no more than 10,000,000,000 Tokens.

"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, as amended, or a U.S. person within the meaning Section 7701(a)(30) of the United States Internal Revenue Code.

"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.

"Website" means yellow.org (as updated or replaced from time to time).

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 Platform.

2.4. By purchasing Tokens and/or using the Platform, You are confirming to each member of the Issuer Group 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 Platform or purchase Tokens from the Company, any Affiliate of the Company or from any third party.

2.5. For the avoidance of doubt, any acceptance of Your offer to purchase Tokens from the Company or any Affiliate of the Company is conditional upon the Company's satisfaction that You have passed all the Company's relevant anti-money laundering, know your client and other checks relating to Your qualifications to purchase Tokens. In the event that Your offer is rejected 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) the Platform may not be owned, operated or controlled by the Company; (ii) it is possible that the Platform will not be used by a large number of businesses, individuals, and other organizations and (ii) there will be limited public interest in the Platform and that such lack of interest could negatively impact the Tokens and the Platform**.**

CLAUSE 3. PURCHASE LIMITATIONS

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

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

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

3.4. OTHER THAN TO THE EXTENT SET OUT IN THE INFORMATION MATERIALS, THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN THE BRITISH VIRGIN ISLANDS OR IN ANY PERMITTED JURISDICTIONS. TOKENS ARE NOT INTENDED TO BE SECURITIES IN THE BRITISH VIRGIN ISLANDS AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH IN THE BRITISH VIRGIN ISLANDS AND THE OFFER OF TOKENS HAS NOT BEEN REGISTERED WITH ANY GOVERNMENTAL AUTHORITY IN THE BRITISH VIRGIN ISLANDS OR ANY PERMITTED JURISDICTIONS. YOU ACKNOWLEDGE AND AGREE THAT TOKENS DO NOT REPRESENT ANY STOCK, LOAN CONTRACT, COMMODITY, CURRENCY, SHARE, INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, CERTIFICATE REPRESENTING CERTAIN SECURITIES, OPTION, FUTURE OR CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF ANY MEMBER OF THE ISSUER GROUP, 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 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 AN 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 PLATFORM AND PURCHASE TOKENS FROM THE COMPANY OR ANY THIRD PARTY IF YOU ARE NOT A PROHIBITED PERSON. TO THE EXTENT A PROHIBITED PERSON ATTEMPTS TO ENTER INTO THESE T&CS, PURCHASE TOKENS FROM THE COMPANY OR USE THE PLATFORM, SUCH PURPORTED ACTIVITY IS VOID AND OF NO FORCE OR EFFECT.

3.7. Each prospective purchaser of Tokens (whether from the Company or any third party) must comply with Applicable Law in connection with its purchase, holding, use and/or sale of the Tokens, including the securities laws of such prospective purchaser's jurisdiction of residence or citizenship. Tokens may not be re-offered, resold or transferred, except in a transaction that is compliant with Applicable Law. Any action that is in violation of these restriction 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.

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 Platform or use or access any software on or through the Platform.

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

4.3. 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 Platform.

4.4. Your continued use of the Tokens and/or the Platform after any such Amendment shall constitute Your consent to such Amendment and acceptance of the amended T&Cs (including the Information Materials). If the Company changes, amends, modifies, alters or supplements these T&Cs (including any of the Information Materials), the Company shall publish on its 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 Platform, You must stop using the Platform.

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

4.6. Subject to Applicable Laws, each member of the Issuer Group reserves the right, in their respective sole and absolute discretion, to refuse to deliver the Tokens You have purchased, and/or modify or to temporarily or permanently suspend or eliminate the Platform (or any part thereof) and/or disable any access to the Platform (including via use of the Tokens), including disabling or terminating access to Your account or that of any Person attempting access to the Platform from Your internet protocol address (for example, where there is a change in Applicable Laws or where any member of the Issuer Group suspects that You are engaging in illegal activities in connection with Your use of the Platform). 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 by any member of the Issuer Group to apply to or affect the Issuer Group, the Token Sale, the Platform or the Tokens, any member of the Issuer Group 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). This could include also, for example, requiring holders of Tokens from time to time to come forward to the Company and confirm their eligibility to hold such Tokens or the cancellation of Tokens and their replacement with equivalent (or different) rights and privileges comprised in another token or in registered form. In addition, the Issuer Group 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 Issuer Group believes the Platform is no longer viable.

4.7. 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 Issuer Group believes the Platform is no longer viable, then the Company may in its sole and absolute discretion (iii) cancel all or any Tokens and terminate all obligations of the Company in respect of the Tokens, and/or (iv) amend or vary any obligation of the Company in respect of one or more Tokens.

4.8. 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 Platform functionality and prospects. These forward-looking statements are based on the current expectations and a number of factors could affect future events. You should carefully review Schedule 2 - Risk Disclosures: Certain Risk Factors, 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 Platform.

CLAUSE 5. REPRESENTATIONS AND WARRANTIES; COVENANTS

5.1. You represent and warrant that:

(i) You are not a Prohibited Person;

(ii) 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).

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

(iv) 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;

(v) you will not acquire and will not transfer any Tokens within the United States of America, its territories or possessions;

(vi) you will not engage (except as specifically authorized by the Company) and will not engage in any activity relating to the sale of Tokens in the United States of America, its territories or possessions or to any 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 Platform and Blockchain-based systems, have a full understanding of the relevant frameworks of the foregoing, and have obtained sufficient information about the Issuer Group, the Platform and Tokens to enter these T&Cs, and in particular You have carefully and thoroughly read these T&Cs and the Information Materials;

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

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

(xii) You are not: (A) identified on, or acting on behalf of any Person identified on, any list of Persons subject to trade or economic sanctions, including but not limited to the list of Specially Designated Nationals and Blocked Persons, or the Consolidated Sanctions List, maintained by the U.S. Treasury

Department's Office of Foreign Assets Control, (B) established in, resident in, or otherwise operating from countries or territories subject to U.S. economic sanctions, including any Prohibited Jurisdiction, and (C) otherwise subject to trade or economic sanctions;

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

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

(xv) You have not entered or agreed to enter into these T&Cs in reliance of any warranty or representation except those specifically set forth in these T&Cs and You acknowledge and agree that the Issuer Group 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. 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
d. 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 Issuer Group if You discover or otherwise suspect any security breaches or defects related to Your account, the Platform or the Tokens.

5.1. 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 Issuer Group;

(iii) take or attempt to take any action or claim ownership of any property that infringes or would infringe upon: (A) the Issuer Group'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 Platform for any purpose, including but not limited to, in an effort to access any source code, object code, underlying ideas and concepts, and algorithms;

(vi) take any action that imposes an unreasonable or disproportionately large burden or load on the Issuer Group'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 Issuer Group;

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

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

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

5.2. 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.

5.3. 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 Issuer Group 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.

6.1. You do hereby confirm that You have read and fully understood Schedule 2 (Risk Disclosures: Certain Risk Factors) to these T&Cs and accept the risks identified therein.

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

7.2. NONE OF THE ISSUER GROUP, THE FOUNDERS OF THE ISSUER GROUP 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 PLATFORM, INCLUDING THAT THE PLATFORM OR ANY SERVICES OBTAINED THROUGH THE PLATFORM WILL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE ISSUER GROUP'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR ACCESS TO OR USE OF THE PLATFORM, INCLUDING CRYPTOCURRENCY SERVICES, ASSETS, AND ANY INFORMATION, IMAGES OR AUDIO CONTAINED OR RELATED TO THE PLATFORM IS AT YOUR OWN RISK.

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

7.4. YOU UNDERSTAND AND EXPRESSLY AGREE THAT NONE OF THE ISSUER GROUP, THE FOUNDERS OF THE ISSUER GROUP OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS ISSUER GROUP 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 PLATFORM TO EXCHANGE TOKENS FOR FIAT CURRENCIES, CRYPTOCURRENCIES OR CRYPTOGRAPHIC TOKENS, DURING OR AFTER THE TOKEN SALE. THE ISSUER GROUP FURTHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REGULATORY OVERSIGHT OR THE USE OR SECURITY OF ANY SUCH EXCHANGE.

7.5. THE ISSUER GROUP DOES NOT GUARANTEE THAT THE PLATFORM CANNOT BE DUPLICATED (EITHER IN PART OR IN FULL) BY A THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER OF THE PLATFORM. THE ISSUER GROUP 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 ISSUER GROUP).

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

7.7. IF ANY GUARANTEE, WARRANTY, TERM OR CONDITION IS IMPLIED OR IMPOSED IN RELATION TO THESE T&CS OR ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A "***NON-EXCLUDABLE PROVISION***"), AND THE ISSUER GROUP IS ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN THE LIABILITY OF THE ISSUER GROUP FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED TO THE FOLLOWING AT THE ISSUER GROUP'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 Issuer Group nor any of the founders of the Issuer Group 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 Platform material, information, software, facilities, or content;

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

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

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

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

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

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

(viii) the release of any information You provided to the Issuer Group 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 Platform failing to be suitable for the special or particular purpose You intend, or the failure of any images or audio contained or related to the Website or Platform;

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

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

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

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

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

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

CLAUSE 9. INDEMNITY

9.1. You do hereby to the fullest extent permitted by Applicable Law indemnify, defend and hold the Company and each other Relevant Party harmless from and against any and all loss, penalty, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by You, or breach or failure by You to comply with any covenant or agreement made by You in these T&Cs or in any other document furnished by You to any of the foregoing in connection with this transaction, or (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. 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. CLAUSE 10. INTELLECTUAL PROPERTY RIGHTS

10.1. Subject to Clause 10.2, You acknowledge as between You and the Issuer Group that the Issuer Group 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 Platform, Tokens and the Website. As between You and the Issuer Group, the Issuer Group is the sole and absolute owner of all intellectual property rights currently in (and modifications to) the Platform, Tokens and the Website.

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

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 Issuer Group Materials (the "***Prohibited Actions***"). Except as expressly set forth herein, these T&Cs do not contain any implied license and the Issuer Group expressly reserves all rights not granted to You herein, including all rights, title and interest in the Platform, the Tokens and any related content.

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

CLAUSE 11. THIRD-PARTY CONTENT

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

CLAUSE 12. APPLICABLE LAW

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

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

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

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

CLAUSE 13. MISCELLANEOUS

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

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

13.3. **Suspension.** Notwithstanding anything contained herein, the Issuer Group reserves the right, without notice and in its sole and absolute discretion, to suspend Your right to access the Platform, and all related information and files without liability to You, at its sole and absolute discretion, including but not limited to, in case of Your breach of these T&Cs or if the Issuer Group 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 Platform or related services commercially unreasonable for the Issuer Group, the Issuer Group may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of the Platform. To the extent permitted under Applicable Law (including in the event of applicable legislation change or amendment), in the event the Issuer Group revokes Your right to use or access the Platform the Issuer Group 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 Platform). You may not assign Your rights or delegate Your duties as a user of the Platform, or as a purchaser of Tokens, and any assignment or delegation without the written consent of the Company, which the Company may withhold at its sole and absolute discretion, shall be null and void.

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

13.8. **Electronic Notices and Use of Information.** You (i) agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (hereinafter - the "***Communications***") that the Issuer Group provides in connection with Your use of the Platform; and (ii) have read and fully understood the Company's Privacy Notice annexed at Schedule 3 to these T&Cs. The Issuer Group 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 Issuer Group 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 Issuer Group 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 Issuer Group 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 Issuer Group 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 Issuer Group 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 Issuer Group 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 Issuer Group to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Issuer Group at the request of the Issuer Group from time to time.

13.10. **Tax Issues.** The Issuer Group 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 Issuer Group 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 Issuer Group wishes to make You aware that future use of the Tokens by You when transacting with the Issuer Group 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 Issuer Group 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 Issuer Group's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, pandemic, riot, labour dispute, accident, action of Governmental Authorities, communications, power failure, or equipment or software malfunction or any other cause beyond the Issuer Group's reasonable control (each, a "***Force Majeure Event***").

13.12. **Compliance Policies.** The Issuer Group 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 Issuer Group in fulfilling the obligations of any Applicable Law and to provide any necessary information that is required from You to the Issuer Group or any relevant Governmental Authority.

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

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

* * *

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

SCHEDULE 1

LIST OF PROHIBITED JURISDICTIONS

- Cuba
- Democratic People's Republic of North Korea
- Islamic Republic of Iran
- Libya
- People's Republic of China
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Any jurisdiction in which the entry into these T&Cs or the ownership of the Tokens 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.

SCHEDULE 2

RISK DISCLOSURES: CERTAIN RISK FACTORS

ACQUIRING TOKENS INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE PURCHASERS SHOULD CONSIDER CAREFULLY THE RISKS DESCRIBED HEREIN, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THESE T&Cs AND THE INFORMATION MATERIALS BEFORE MAKING A DECISION TO ACQUIRE TOKENS. THE FOLLOWING RISKS ENTAIL CIRCUMSTANCES UNDER WHICH, THE BUSINESS, FINANCIAL CONDITION, RESULTS OR OPERATIONS AND PROSPECTS OF THE ISSUER GROUP COULD SUFFER. THE FOLLOWING IS NOT AN EXHAUSTIVE LIST AND DOES NOT NECESSARILY REFLECT THE RELATIVE IMPORTANCE OF THE VARIOUS RISKS FACTORS. NO MEMBER OF THE ISSUER GROUP OWNS, OPERATES OR CONTROLS THE PLATFORM OR THE PLATFORM OPERATORS.

OTHERWISE THAN AS 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 PLATFORM AND THE 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 precise terms of the privileges and other benefits of the Tokens will be determined by the Platform Operators in their sole and absolute discretion from time to time. Such privileges and benefits may be amended thereafter by the Platform Operators at any time and without notice to, or consent from, any holder of Tokens, or the Company, in the sole and absolute discretion of the Platform Operators. Any such determination or amendment shall not be a breach of the terms of the Tokens.

While the Tokens are available only to purchasers that are not Prohibited Persons there is the possibility that Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring 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 Tokens available at this time to persons from such jurisdictions.

The Platform, while not owned, operated, developed or otherwise controlled by the Company, is in beta stage, which means that the Platform and all related software are experimental. The Platform is provided on an "as is" and "as available" basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the Platform is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the Platform shall be at your own risk. In no event shall the Company or the owner of the Platform 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 Platform or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the Platform or the integration of the Tokens into the Platform.

No promises of future performance or value are or will be made with respect to the Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Tokens will hold any particular value.

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

a. Reliance on one or more Developers: The Company may enter into one or more services agreements pursuant to which one or more software developers (each a "***Developer***") will provide services with respect to the

Company's development and sale of the Tokens. As consideration for each such Developer providing those services, the Company may agree to issue the Developer with a significant number of Tokens. The Director of the Company believes that the provisions of each such Software Development Agreement will reflect commercial arms-length dealings between the Company and each such Developer although there is a material risk that the Tokens are never created, or are never suitably integrated into the Platform, in the event that the Company is unable to retain suitable Developers for an ongoing period of time.

a. Risk of Losing Access to Tokens Due to Wallet Incompatibility: Your cryptocurrency wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of the Tokens. Non-compatible wallet addresses will not be accepted. In addition, Your wallet address must not be associated with a third-party exchange or service that has custody over the private key. You must own the private key if Your address is an exchange address. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time, acting in its sole discretion.

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

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

d. Risk of Unfavourable Regulatory Action in One or More Jurisdictions:

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

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

   iii. The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the Platform, is subject to a variety of federal, state and international laws and regulations, including those with respect to "know you customer" and "anti-money laundering" and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Platform could be enacted, which could impact the utility of the Tokens in the Platform. Additionally, users of the Platform are subject to or may be adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the Platform and the Tokens, including the utility of Tokens with respect to the Platform.

iv. The Company and/or the Platform Operators may need to obtain approvals from one or more Governmental Authorities and there is a risk that securing such approvals may, as relevant, delay or prevent the development of the Platform and/or the Company's ability to issue the Tokens.

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

f. Token Integration Risk and Risk of Insufficient Interest in the Platform: There are no guarantees as to the timing of the Tokens being integrated into the Platform which is dependent on many factors, including many outside the Company's control. The Platform is not owned, operated or controlled by the Company. Further, it is possible that the Platform will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the Platform. Such a lack of interest could negatively impact the Tokens and the Platform.

g. Operating History: The Company has no operating history and will be operating in an evolving industry that may not develop as expected. Assessing the business and future prospects of the Company and the owner of the Platform is challenging in light of the risks and difficulties the Company and the owner of the Platform 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 Platform;
- 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 Platform;
- effectively use finite personnel and technology resources;
- effectively maintain and scale financial and risk management controls and procedures;
- maintain the security of technology infrastructure, and the confidentiality of the information provided and utilized therein; and
- attract, integrate and retain qualified employees and contractors.

h. Risk that the Platform, as Developed, Will Not Meet Expectations: The Platform presently is under continued development by the Platform Operators and may undergo significant changes. Any expectations or assumptions regarding the form and functionality of the Platform or the Tokens (including participant behaviour) held by the owner of the Platform, the Company or you may not be met, for any number of reasons, including, without limitation, mistaken assumptions or analysis, a change in the design and implementation plans, and changes in the execution of the Platform. Moreover, the Company may not be able to retain full and effective control over how other participants will use the Platform, what products or services will be offered through the Platform by third parties, or how third-party products and services will utilize Tokens (if at all). This could create the risk that the Tokens or Platform, as further developed and maintained, may not meet your expectations. Furthermore, despite our good faith efforts to assist the owner of the Platform to develop and participate in the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Platform and Tokens, and the potential utility of the Tokens.

i. The value of the Tokens will be affected by the success of the Platform: Because the Tokens are intended for use on the Platform, a failure by the owner of the Platform to successfully develop and/or maintain the Platform would negatively affect the value of the Tokens. There is no guarantee that the Platform will develop as planned or become successful in the marketplace.

j. Long-term viability of cryptoassets: Cryptoassets, including those like the Tokens, are a new and relatively untested product. There is considerable uncertainty about their long-term viability, which could be affected by a variety of factors, including many market-based factors such as economic growth, inflation, and others. In addition, the success of cryptoassets (including the Tokens) will depend on the long-term utility and economic viability of blockchain and other new technologies related to cryptoassets. Due in part to these uncertainties, the price of cryptoassets are volatile and the Tokens may be hard to sell. The Company does not control any of these factors, and therefore may not be able to control the ability of the Tokens to maintain their value over time.

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

l. Inability to Fund Development or Maintenance: The Company may not be able to fund development of the Tokens while the owner of the Platform may not be able to develop or maintain the Platform in the manner that it was intended.

m. Risks from Taxation: The tax characterization of the Tokens is uncertain. You must seek Your own tax advice in connection with acquiring and holding Tokens, which may result in adverse tax consequences to You, including withholding taxes, income taxes, and tax reporting requirements. An investment in the Tokens may result in adverse tax consequences, including withholding taxes, income taxes, and tax reporting requirements. Additionally, subsequent transactions in cryptoassets such as the Tokens may cause investors to incur tax liabilities. Further, any reward received in the form of, or through the use of, Tokens may result in additional tax liability. Each investor should consult with and must rely upon the advice of its own professional tax advisors.

n. Risk of Theft and Hacking:

   i. Smart contracts, software applications and the Platform may be exposed to attacks by hackers or other individuals, groups, organizations or countries that interfere with the Platform or the availability of the Tokens in any number of ways, including denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known. Any such successful attacks could result in theft or loss of Tokens, adversely impacting the ability to further develop the Platform and/or related Platforms and derive any usage or functionality from Tokens. You must take appropriate steps to satisfy Yourself of the integrity and veracity of relevant websites, systems and communications. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Company's team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Platform, which could negatively affect the Platform and Tokens.

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

o. Risk of Security Weaknesses in the Platform: The Platform consists, at least in part, of open source software that may be based on other open source software. There is a risk that the Company or other third parties may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of the Platform interfering with the use of or causing the loss of Tokens.

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

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

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

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

t. Risk of Malfunction in the Platform: It is possible that the Platform malfunctions in an unfavourable way, including one that results in the loss of the Tokens.

u. Risk Arising from Lack of Governance Rights: Because the Tokens confer only limited governance rights with respect to the Platform; all decisions involving the Company (including to sell or liquidate the Company) will be made by the Company acting in its sole and absolute discretion, and substantially all decisions involving the Platform including, but not limited to, decisions by the Platform Operators to discontinue the Platform, will be made by the Platform Operators acting in their sole and absolute discretion. These decisions could adversely affect the Platform and/or Tokens You hold.

v. Risks Associated with Incomplete Information regarding the Tokens of the Platform: You will not have full access to all the information relevant to the Company, the Tokens and/or the Platform. Neither the Company nor the Platform Operators are required to update You on the progress of the Platform. You are responsible for making Your own decision in respect of the acquisition of the Tokens. The Company does not provide You with any recommendation or advice in respect of the acquisition of the Tokens. You may not rely on the Company to provide You with complete or up to date information.

w. The holders of Tokens will not be in any fiduciary, partnership, trustee, agency or similar relationship with the Company or any of its Affiliates and will not be owed any fiduciary duty by the Company or any of its Affiliates. The holders of Tokens have no direct management, equity, voting or similar rights in the Company or any of its Affiliates. However, without limitation to the above, the Company reserves all rights with respect to pursuing any form of decentralized governance should it so determine that doing so would be in the best interests of the holders of Tokens from time to time.

x. In order to seek compliance with (or to seek to mitigate the impact of) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed by the Company or its Affiliates to apply to or affect the Company or its Affiliates, the Platform or the Tokens, the Company may in its sole and absolute discretion take such steps as it considers necessary or convenient to comply with such matters including, without limitation, the termination of the Tokens and/or the Platform. In addition, the Company may take such steps as it considers necessary or convenient where it believes or suspects 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 it believes the Platform is no longer viable.

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

z. Representation by legal counsel: Travers Thorp Alberga (as to matter of British Virgin Islands law) currently represents the Company. Travers Thorp Alberga does not represent any current or prospective investors with respect to an investment the Tokens. No separate counsel has been engaged by the Company to represent any current or prospective investors with respect to an investment in the Tokens. Travers Thorp Alberga may be removed as counsel by the Company at any time without the consent of, or notice to, investors. In addition, Travers Thorp Alberga does not undertake on behalf of or for the benefit of investors to monitor the compliance of the Company with applicable laws.

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

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

SCHEDULE 3

BRITISH VIRGIN ISLANDS PRIVACY NOTICE

This privacy notice (the "**Privacy Notice**") explains the manner in which Layer3 FinTech Ltd. and its Affiliates (the "***Issuer Group***") collects, processes and maintains personal data about You.

The Issuer Group is committed to processing personal data in accordance with applicable law. In its use of personal data, certain members of the Issuer Group will be characterised under applicable law as a data controller, whilst certain of the Issuer Group's service providers, Affiliates and delegates may act as data processors under applicable law. For the purposes of this Privacy Notice, **we**, **us** or **our** means each member of the Issuer Group in its capacity (as relevant) as data controller of the personal data and **You** or **Your** means the Tokenholder or relevant individual affiliated or connected with the Tokenholder receiving this Privacy Notice.

If You are a nominee Tokenholder or a corporate entity, this Privacy Notice will be relevant for those individuals connected to You and You should transmit this document to such individuals for their awareness and consideration.

Personal Data: By virtue of acquiring Tokens, the Issuer Group and certain other service providers and their respective Affiliates and delegates (the "***Authorised Entities***") may collect, record, store, transfer and otherwise process personal data by which individuals may be directly or indirectly identified. We may combine personal data that You provide to us with personal data that we collect from or about You. This may include personal data collected in an online or offline context including from credit reference agencies and other available public databases or data sources, such as news outlets, websites and other media sources and international sanctions lists. It may also include data which, when aggregated with other data, enables an individual to be identified, such as an IP address and geolocation data.[1]

Why is Your personal data processed: The storage, processing and use of personal data by the Issuer Group will take place for lawful purposes, including:

(a) to comply with any applicable legal, tax or regulatory obligations on the Issuer Group or another Authorised Entity under any applicable laws and regulations;

(b) to perform a contract to which You are a party or for taking pre-contractual steps at Your request;

(c) to operate the Issuer Group, including managing and administering the Tokens and the business of the Issuer Group on an on-going basis which enables the Issuer Group and its Tokenholders to satisfy their contractual duties and obligations to each other;

(d) to verify the identity of the Issuer Group to third parties for any purpose which the Issuer Group considers necessary or desirable;

[1] Examples of personal data include: name, title, date of birth, age, gender, nationality, picture, national identification number, usernames, email address, residential address, postal address, telephone / mobile / fax number, family structure, siblings, offspring, source of wealth, personal assets, bank account numbers and income details, tax identification number, financial and investment qualification, shareholder reference number, payment details and other details of products and services purchased, power of attorney information, job titles, employment history, employer details, personal data contained in emails, data regarding preferences in connection with marketing communications, personal data obtained pursuant to standard criminal record checks, and data obtained further to the Company's standard anti-money laundering and client due diligence checks.

(e) to assist the Issuer Group in the improvement and optimisation of advertising (including through marketing material and content) its services;

(f) for risk management and risk control purposes relating to the Issuer Group;

(g) *to pursue the Issuer Group's or a third party's legitimate interests: (i)* for direct marketing purposes; or (ii) to help detect, prevent, investigate, and prosecute fraud and/or other criminal activity, and share this data with legal, compliance, risk and managerial staff to assess suspicious activities; and/or

(h) where You otherwise consent to the processing of personal data for any other specific purpose.

As a data controller, we will only use Your personal data for the purposes for which we collected it as set out in this Privacy Notice. If we need to use Your personal data for an unrelated purpose, we will contact You. In certain circumstances, we may share Your personal data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened), in any country or territory.

We may transfer Your personal data outside of the British Virgin Islands, as permitted under applicable law. We will not sell Your personal data.

Your rights: You may have certain rights under applicable law, including:

(a) the right to be informed as to how we collect and use Your personal data;

(b) the right to access Your personal data;

(c) the right to require us to stop direct marketing;

(d) the right to have inaccurate or incomplete personal data corrected;

(e) the right to withdraw Your consent and require us to stop processing or restrict the processing, or not begin the processing, of Your personal data;

(f) the right to be notified of a data breach (unless the breach is unlikely to be prejudicial); and

(g) the right to require us to delete Your personal data in some limited circumstances.

Please note that if You do not wish to provide us with requested personal data or subsequently withdraw Your consent, You may not be able to hold or otherwise deal with the Tokens or remain as a holder of the Tokens as it will affect our ability to provide our services to You as a Tokenholder.

Retention of Personal Data: The personal data shall not be held by the Issuer Group for longer than necessary with regard to the purposes of the data processing.

Changes to Privacy Notice: We encourage You to regularly review this and any updated Privacy Notice to ensure that You are always aware of how personal data is collected, used, stored and disclosed.

Contact Us: Please contact the Issuer Group if You have any questions about this Privacy Notice, the personal data we hold about You or to discuss Your rights under applicable law.

ADDENDUM C

PAYMENT PROCEDURES

Addendum C

PURCHASE PROCEDURES

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

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

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

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

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

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

Why do I need to complete my account verification?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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