

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

OASYS PTE. LTD.

Private Placement Memorandum

OAS TOKENS
to be acquired pursuant to
Simple Agreements for Future Tokens (SAFTs)
Regulation D Offering – \$150,000.00

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

November 29, 2022

This Private Placement Memorandum (this “**Private Placement Memorandum**” or “**Memorandum**”) has been prepared by Oasys Pte. Ltd., formerly known as Origamix SG Pte. Ltd, a Singaporean private company limited by shares incorporated on January 8, 2016 (“**We**”, “**we**”, “**Oasys.**,” or the “**Company**”, interchangeably), for use by certain prospective qualified purchasers to whom the Company is offering (the “**Offering**”) the opportunity to purchase the right to acquire OAS tokens (“**OAS Tokens**”), the native unit of value built upon the Oasys protocol (the “**Oasys Protocol**”). The foregoing right to acquire OAS Tokens will be embodied in, and documented by, a Simple Agreement for Future Tokens with respect to the OAS Tokens (as may be amended, restated and/or otherwise modified from time to time, a “**SAFT**”), and together with the OAS Tokens, the “**Interests**”) to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the OAS Tokens are initially broadly publicly released by the Company for use on the Oasys Protocol, the date of such release, if any, is referred to as the “**Token Integration Event**.” The Company may issue up to \$150,000.00 worth of OAS Tokens pursuant to these SAFTs, subject to increase in the Company’s sole discretion. As of the date of publication of this Memorandum, the Company has not entered into or executed any SAFTs pursuant to this Offering.

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

No public market for the SAFTs or the OAS Tokens currently exists. An investment in this Offering is highly speculative and involves a high degree of risk, including the risk of a total loss of principal

The SAFTs and the underlying OAS Tokens issued pursuant to the SAFTs 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, the Terms and Conditions of the OAS Tokens, and the SAFT. Purchasers of the SAFT (each, a “**Purchaser**” and collectively, the “**Purchasers**”) 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 OAS Tokens set forth in this Private Placement Memorandum refers to the number of OAS Tokens in the genesis block thereof with a maximum total supply of 10,000,000,000 OAS Tokens. The actual number of OAS Tokens may be subject to change from time to time and at any time via any forks to the OAS Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at <https://republic.com/oasys> (the “**Offering Platform**”) in accordance with the instructions and terms of sale set forth therein. Purchases may be made (i) via wire transfer during the Early Access Sale and the first day of the Offering Period and (ii) in USD Coin (USDC), Bitcoin (BTC) or Ether (ETH) (each 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 BitPay, Inc., the financial institution providing cryptocurrency payment 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 BTC, ETH 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 OAS Tokens rounded to eighteen (18) decimal places.

The Company incurs and pays network transaction fees for transactions on cryptocurrency networks (i.e., gas to deliver OAS Tokens to a wallet address subject to a lockup schedule). For reimbursement of these costs, OpenDeal Broker LLC (“**ODB**”), the SEC-registered, FINRA-member broker facilitating this offering, collects a distribution fee (“**Distribution Fee**”) at the time of investment, to be deducted from the Purchaser’s subscription amount. In connection with this Offering, a Distribution Fee of US\$10 will be collected from all prospective Purchasers. The Distribution fee is based on the Company’s estimate of the network transaction fees that the Company anticipates paying to deliver OAS Tokens to the Purchaser. In certain circumstances, the distribution cost may differ from that estimate. If a subscription is rejected for any reason, ODB does not guarantee that any collected Distribution Fee will be returned to the Purchaser.

NEITHER THE SAFTS, THE OAS TOKENS ISSUED PURSUANT TO THE SAFTS NOR ANY SECURITIES RECEIVED (IF ANY) IN SUBSTITUTION OR FULFILLMENT OF THE INTERESTS HAVE BEEN OR WILL 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 SECTION 501 OF THE SECURITIES ACT) IN RELIANCE ON 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 INTERESTS 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. 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 INTERESTS 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 INTERESTS FOR ANY SECURITIES REGISTERED UNDER THE SECURITIES ACT OF ANY OTHER LAW, OR REGISTER THE INTERESTS FOR RESALE UNDER THE SECURITIES ACT.

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

A purchase of the SAFT involves a high degree of risk, 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 SAFT is suitable to such prospective purchaser’s financial condition and goals. See “RISK FACTORS” below.

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

THIS OFFERING IS MADE ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE SAFTS AND OAS 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 SAFTS AND OAS 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 SAFT AND OAS TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE “RISK FACTORS” BELOW); AND (II) NO MARKET FOR THE SAFT AND THE OAS 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 Interests, as such Interests 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 OAS 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 investors.

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.

ODB HAS NOT INVESTIGATED (NOR HAVE ANY OF ITS AFFILIATES INVESTIGATED, INCLUDING REPUBLIC CRYPTO LLC DBA REPUBLIC ADVISORY SERVICES (“*REPUBLIC ADVISORY SERVICES*”) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. ODB AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. ODB’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER AND REPUBLIC ADVISORY SERVICES PROVIDES ADVISORY SERVICES TO THE COMPANY, INCLUDING WITH RESPECT TO TOKEN DESIGN AND BUSINESS DEVELOPMENT. 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” SECTION OF THIS DOCUMENT. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

BITPAY, INC. (“*BITPAY*”), THE PROVIDER OF CRYPTOCURRENCY PAYMENT ACCEPTANCE SERVICES FOR THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NEITHER BITPAY NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. BITPAY’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

BANKPROV (THE “*ESCROW AGENT*”) AND THE CREDIT CARD ISSUERS AND PROCESSORS, AND BANKS AFFILIATED WITH THE OFFERING HAVE NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF A CONTRIBUTION IN THIS OFFERING OR THE TOKENS OFFERED HEREIN. NONE OF THESE PARTIES NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE TOKENS OFFERED HEREIN. THESE PARTIES’ CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS SERVICE PROVIDERS.

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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 in order for such purchase of SAFTs to be effectuated.

This Private Placement Memorandum contains a summary of the Offering, the SAFTs, the OAS 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, the SAFTs and the OAS Tokens described in this Private Placement Memorandum, and the SAFTs are offered subject to the Company's ability to reject any commitment in whole or in part.

To subscribe, each participating qualified purchaser is required to execute their own SAFT. This Private Placement Memorandum contains a summary of the material terms of the Interests. However, the summary of the Interests in this Memorandum does not purport to be complete and is subject to and qualified in its entirety by reference (i) in the case of the SAFT, to the actual text of the SAFT to be executed by each qualified purchaser, substantially in the form attached as ADDENDUM A hereto, and (ii) in the case of the OAS Tokens, to the material terms and conditions summarized in Addendum B attached hereto (the "***OAS Token Terms and Conditions***"). If any of the provisions of the Interests are inconsistent with or contrary to the descriptions or terms in this Private Placement Memorandum, the terms of the SAFT, as applicable, will control. Furthermore, certain material rights described in the OAS Token Terms and Conditions are subject to the sole discretion of the Company's board of directors (the "***Board***"), in each case without the consent of the holders of the OAS Tokens.

The Company reserves the right in its sole discretion to reject any commitment in whole or in part by not executing a SAFT. In the event that the Offering is terminated or withdrawn, all funds received in connection with the Offering will be promptly returned to the respective potential purchasers according to the payment procedures contained in Addendum C attached hereto.

The SAFTs and the OAS 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. The SAFTs or the delivery of the OAS Tokens discussed herein other than as set forth in this Private Placement Memorandum, and any such statements, if made, must not be relied upon.

No person has been authorized to make any statements concerning the Company, the sale of the SAFTs or the delivery of the OAS Tokens discussed herein other than as set forth in this Private Placement Memorandum, the SAFT (to the extent applicable), 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 SAFTs and the OAS 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 SAFTs and the OAS 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. Any representation to the contrary is a criminal offense.

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 SAFTs, 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 OAS 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 OAS Token to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements.

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

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

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

OVERVIEW

This overview highlights selected information that is presented in greater detail elsewhere in this Private Placement Memorandum. This overview does not contain all of the information you should consider before participating in the Offering contemplated by this Private Placement Memorandum. You should carefully read this Memorandum in its entirety before purchasing any SAFTs, 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 OAS Tokens set forth in this Private Placement Memorandum refers to the number of OAS Tokens at the time of the Token Integration Event.

Company and Oasys Protocol Overview

The Company operates for the purpose of developing the Oasys Protocol, a layer-1 EVM-compatible blockchain protocol designed to accommodate the specific needs of the global gaming community. We believe that blockchain technology will play an increasingly critical role in the future of gaming, but existing blockchain solutions currently fall short in providing meaningful improvements to the gaming user experience and have thus yet been able to prove their appeal to the wider gaming community.

The Oasys Protocol utilizes a multi-layer design to manage network activities. The Hub Layer (as defined and further described in “DESCRIPTION OF THE OASYS PROTOCOL”), where the OAS Token natively operates, will provide the infrastructure of the entire Oasys Protocol. The Hub Layer is responsible for providing the base level of network stability and security underpinning the Oasys Protocol. On top of the Hub Layer is a layer-2 blockchain, the Verse Layer (as defined and further described in “DESCRIPTION OF THE OASYS PROTOCOL”). The Verse Layer is designed for smaller developmental environments, known as “Verses” to be built. Individual games and decentralized applications are to be developed within a Verse. Verses may be built and deployed to allow the execution of transactions without requiring any gas fees (see “Risk associated with Developers” under “RISK FACTORS”). The Verse Layer interacts with the Hub Layer through an optimistic rollup implementation so as to minimize network congestion on the Hub Layer and to optimize data management through the Oasys Protocol. As a result of the Oasys Protocol’s design features, users and gamers are able to enjoy a blockchain gaming experience without the need for gas fees. Additionally, because of the multi-layer and optimistic rollup designs, transaction speeds on the Verse Layer will also be near-instant, so as to properly accommodate the high volume of microtransactions required in games.

OAS Tokens will be minted into existence in what is called a “genesis block” (which may or may not be the first block in the Oasys Protocol blockchain), as determined by the Company in its sole discretion, as the “**Token Generation Event**.” Upon the Token Generation Event, OAS Tokens will operate and be usable on the Oasys Protocol. As described more fully in each SAFT, the Company will enable Purchasers to begin retrieving their purchased OAS Tokens following the Token Integration Event, subject to any applicable lock-up restrictions provisions set forth herein and in the SAFT (“**Lock-Up Restrictions**”) as enforced by smart contract, and/or the Company obtaining any relevant approvals from any relevant Governmental Authorities. If there is no Token Integration Event before May 4, 2023 (the “**Deadline Date**”), the Company shall repay Purchasers an amount equal to the Purchase Amount set forth in their applicable SAFT (the “**Returned Purchase Amount**”), due and payable to such Purchaser immediately prior to, or on, 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 SAFT Purchasers based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount.

The Company’s mission is to create a blockchain protocol that provides suitable technological infrastructure for gaming developers to develop games in the next generation of web development (colloquially known as “**Web3**”), and to enable a seamless user experience for gamers engaging with the games developed within the Oasys Protocol ecosystem. The Company will be responsible for maintaining the OAS Protocol development, as well as to provide any related engineering, operational, cybersecurity, and administrative support either directly or through third-party service providers.

Terms of Offering

In connection with this Offering, we are offering you and certain other prospective purchasers the opportunity to purchase SAFTs on the following terms and conditions. This Offering is made only to persons that can demonstrate (in a manner

acceptable to the Company) their status as “accredited investors” under U.S. federal securities laws. The Company may terminate such sales at any time prior to the sale of any and all OAS Tokens in its sole discretion.

Prior Offerings

On February 23, 2022, the Company conducted a Private Sale of SAFTs for interests in OAS Tokens, through which the Company sold the rights to 200,000,000 OAS Tokens for the consideration of approximately US\$0.00087¹ per OAS Token pursuant to those certain Simple Agreements to Future Tokens (each a “**Founding SAFT**”; collectively, the “**Founding SAFTs**”).

Around May 2022, the Company conducted a Private Sale of SAFTs for interests in OAS Tokens, through which the Company sold the rights to 911,250,000 OAS Tokens for the consideration of US\$0.02 per OAS Token pursuant to those certain Simple Agreements to Future Tokens (each a “**Private SAFT**”; collectively, the “**Private SAFTs**”).

Distribution Schedule

The distribution schedule for the OAS Tokens is described below. As used in this section titled “Distribution Schedule,” the term “OAS Tokens” is used to refer to the OAS Tokens deliverable in fulfillment of the rights associated with the SAFTs, as applicable at the time of determination.

Summary of Token Allocation

Ecosystem and Community

A total number of 3,800,000,000 OAS Tokens equaling 38.0% of the total network supply of OAS Tokens will be allocated for the ecosystem and community to be initially held in one or more of the Company’s operating wallets (collectively, the “**Treasury**”) until later deployed or distributed. The OAS Tokens under this distribution category are subject to varying lock-up restrictions and vesting schedules.

Staking Rewards

A total number of 2,100,000,000 OAS Tokens, equaling 21.0% of the total network supply of OAS Tokens, is allocated for distribution to Holders of OAS Tokens who stake their OAS Tokens on the Oasys Protocol to validate transactions and support consensus. Such Holders who stake shall receive periodic distributions denominated in OAS Tokens as consideration for their contribution to the Oasys Protocol’s distributed consensus.

Development Team

A total number of 1,500,000,000 OAS Tokens, equaling 15.0% of the total network supply of the OAS Tokens, is allocated as grants and rewards among parties who participated in the development of Oasys, facilitating this Offering. OAS Tokens in this distribution category are subject to a 6-month unlock schedule, with OAS Tokens under each such grant unlocking on a linear and continuous basis commencing at the time of the Token Integration Event until all such granted OAS Tokens have been unlocked.

Early Backers

A total number of 911,250,000 OAS Tokens equaling 9.11% of the total network supply of OAS Tokens is allocated for private sale pursuant to certain Private SAFTs between the Company and 55 participating investors (individually, “**Private SAFT Investor**”; collectively, “**Private SAFT Investors**”), entered into with such Private SAFT Investors in May and June 2022 (the “**Private Sale**”). Private SAFTs Investors in the Private Sale are subject to linear Private Unlocking Restrictions (defined below) over a 24-month period, commencing 1 year after the Token Integration Event or such other date as agreed by the Company and the Private SAFT Investors. A total number of 5,000,000 OAS Tokens equal to 0.05% of the total network supply of OAS Tokens is allocated to this Offering.

Foundation

¹ This transaction was denominated Japanese Yen, where the contemporaneous exchange rate between US Dollar to Japanese Yen was approximately \$1 USD = ¥114.89.

A total number of 1,200,000,000 OAS Tokens equal to 12.0% of the total network supply of OAS Tokens is allocated for the foundation to be initially held in the Treasury until later deployed or distributed. The OAS Tokens under this distribution category are subject to varying lock-up restrictions and vesting schedules.

A total number of 200,000,000 OAS Tokens equal to 2.00% of the total network supply of OAS Tokens is allocated for private sale pursuant to certain Private SAFTs (as defined above) between the Company and 4 participating founding investors (individually, “*Founding SAFT Investor*”; collectively, “*Founding SAFT Investors*”, entered into with such Founding SAFT Investors on February 23, 2022 (the “*Founding Sale*”). Founding SAFT Investors in the Founding Sale are subject to Private Unlocking Restrictions (defined below) beginning on the 12-month anniversary of the effective date of the applicable Private SAFT, until all such OAS Tokens have been released from such restrictions at the end of the second year following the effective date of the applicable Private SAFT. Founding SAFT Investors are also subject to a 24-month vesting schedule.

Initial Launch of the OAS Tokens

The Company expects to enter into SAFTs 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 OAS 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 Interests. Purchasers should carefully review this Memorandum, including the transfer restrictions described under “NOTICE TO PURCHASERS” and “ADDENDUM B: OAS Tokens Terms and Conditions” which contain important information regarding the Interests. 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: OAS Tokens Terms and Conditions.”

TERMS OF THE OFFERING

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

<i>Issuer/Seller:</i>	Oasys Pte. Ltd., formerly known as Origamix SG Pte. Ltd., a Singaporean private company limited by shares.
<i>SAFTs:</i>	A SAFT providing its holder with the rights to receive OAS Tokens when issued in the future. The maximum number of OAS Tokens to be sold in this Offering is 5,000,000 OAS Tokens, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Public Sale allocation. Any unsold OAS Tokens can be re-allocated by the Company in its sole discretion.
<i>Purchaser Qualifications:</i>	Each Purchaser must be an accredited investor, as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in the Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
<i>Offering Size:</i>	US\$150,000.00
<i>Period of Offering:</i>	December 1, 2022 at 6:00 pm EST through December 4, 2022 at 6:00pm EST (the “ Offering Period ”), subject to Early Access Sale (as defined in footnote 2) participation. ² The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
<i>Fulfillment Price:</i>	Purchaser may purchase SAFTs through the following option: In the first three hours of the Offering, the maximum purchase price per Purchaser shall be capped at US\$25,000.00. Regulation D Offering: Price: US\$0.030/OAS Token Maximum Supply: 5,000,000 OAS Tokens
<i>Lock-Up Restrictions:</i>	Prior to the expiration of the one-year period following SAFT purchase (the “Restricted Period,” as defined in the SAFT), the Purchaser will not offer, sell, pledge, or otherwise transfer the SAFT or OAS Tokens, unless in compliance with securities laws, including, where applicable, Securities Act Rule 144. In addition to the Restricted Period, OAS Tokens acquired in connection with the SAFT purchased pursuant to this Offering will

² Purchasers who are participating during the “early access” period (the “**Early Access Sale**”) are eligible to participate in this Offering starting on November 29, 2022 at 6:00 pm EST. Purchasers who are not participating in the Early Access Sale are eligible to participate in this Offering starting on December 1, 2022 at 6:00 pm EST.

be locked-up and non-transferable by the Purchaser for a period of twelve (12) months from the Token Integration Event (the “Token Integration Restricted Period”). Subsequently, the OAS Tokens acquired in connection with the SAFT purchased pursuant to this Offering shall be released to Purchaser on a linear and continuous basis until all such OAS Tokens are fully unlocked and released upon the date that is the first day of the nineteenth (19th) month following the Token Integration Event. The Restricted Period and the Token Integration Restricted Period may run concurrently and overlap.

All Lock-Up Restrictions will be enforced by smart contract through SOAS. Holders of SOAS will be able to convert their unlocked SOAS into OAS Tokens at a 1:1 ratio in accordance with such holders’ vesting schedules.

Subscription Amounts:

The minimum investment amount is \$1,000.00 for individual Purchasers, and \$5,000.00 for entity Purchasers. The maximum subscription amount is \$25,000.00. Such amounts may be modified by the Company in its sole discretion.

Delivery of OAS 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), OAS Tokens will be delivered via a smart contract to a Ethereum-compatible wallet address designated by each Purchaser in the SAFT within two calendar months, subject to any applicable Lock-Up Restrictions set out herein.

Token Exchange:

Following the Token Integration Event, a Purchaser of SAFTs will receive OAS Tokens, subject to terms and conditions of the SAFT, (the “*Token Exchange*”). Other than in accordance with the applicable laws or pursuant to this Offering to U.S. Persons, in no event will the Company permit any holder of Tokens who is a U.S. person (as defined under Regulation S promulgated under the Securities Act) to receive OAS Tokens.

Means of Purchase:

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

Form of Payment for SAFT:

Purchases can be made in fiat via wire or ACH to an escrow account established with BankProv for the benefit of the Offering (the “*Escrow Account*”).³ Payment may also be made through BitPay in USD Coin (USDC), Bitcoin (BTC), Ether (ETH), or such other method or form of payment as is accepted by BitPay, and subject to BitPay’s applicable terms of use, and that is agreed to by the Company. The U.S. dollar exchange rate for any of the foregoing cryptocurrencies or non-USD fiat currencies shall be determined at the time the transaction by the Company or its assignee or agent in accordance with reasonable and accepted market practices and will also be subject to certain transaction fees. To avoid such variable exchange rate and any applicable transaction fees, you may pay with USDC. Payments in cryptocurrency and digital assets will be

³ The wire payment option is only available during the Early Access Sale and the first day of the Offering Period.

processed through BitPay. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. These total expenses for fiat and BitPay will ultimately be borne 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 the USD-denominated value of the Total Purchase Price (as defined in the Offering Document) only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices. Purchasers in the Offering will not have the right to revoke their subscription at any time.

Distribution fee:

The Company incurs and pays network transaction fees for transactions on cryptocurrency networks (i.e., to deliver OAS Tokens to a wallet address in accordance with a lockup schedule). For reimbursement of these costs, ODB collects a Distribution Fee at the time of investment, to be deducted from the Purchaser's subscription amount. In connection with this Offering, a Distribution Fee of US\$10 will be collected from all prospective Purchasers. The Distribution Fee is based on the Company's estimate of the network transaction fees that the Company anticipates paying to deliver OAS Tokens to the Purchaser. In certain circumstances, the distribution costs may differ from that estimate. If a subscription is rejected for any reason, ODB does not guarantee that any collected Distribution Fee will be returned to the Purchaser.

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 a Dissolution event prior to the Token Integration Date, 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 SAFTs (collectively, the "**SAFT Parties**"), as determined in good faith by the Company's board of directors, are insufficient to permit the payment to the SAFT 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 SAFT Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each SAFT 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.

SAFT Limitations:

SAFT holders are not entitled to vote, receive dividends or be deemed the holder of capital stock of the Company in their capacity as a SAFT holder for any purpose, nor will anything contained in this Memorandum be construed to confer on a SAFT holder any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive dividends, subscription rights or otherwise.

SAFTs are non-transferable.

SAFT holders will have no legal or equitable rights, interests or claims in or to any specific property or assets of the Company. To the extent that a SAFT holder acquires a right to receive any payment from the Company in connection with a SAFT, such right shall not be guaranteed for future payments.

Termination of SAFT and Tokens:

When the OAS Tokens are issued, the outstanding SAFTs will terminate in accordance with their terms. OAS Tokens shall remain outstanding in perpetuity thereafter unless otherwise repurchased, traded, cancelled, or redeemed.

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 SAFT; (2) completion of investor 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 BitPay or the Escrow Agent (collectively, the “**Closing Requirements**”).

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

Governing Law

The SAFTs and the underlying OAS Tokens will be governed by the law of the State of Delaware.

Use of Proceeds:

The Company intends to use the proceeds from this Offering for general corporate purposes, including working capital to fund anticipated operating expenses. See “USE OF PROCEEDS”.

Republic Service Providers

ODB is being compensated a commission of 6% cash and 2% in securities based on amounts sold in the Offering of tokens created by the Company (or an affiliate) for services provided in connection with this Offering. Republic Advisory Services is being compensated US\$100,000 in cash and 0.25% of the total network supply of OAS Tokens created by the Company (or an affiliate) for advisory and marketing services. Neither Republic Core nor Republic Advisory Services nor any of their affiliates has 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 SAFTs, which are exercisable for OAS 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 an investment decision. The following risks entail circumstances under which the SAFTs, the OAS 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 OAS 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 OAS TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE OAS TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT OAS TOKENS OR THE DELIVERY MECHANISM FOR THE OAS TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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

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

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

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

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

While the OAS Tokens are available only to contributors that are not Prohibited Persons there is the possibility that OAS Tokens could be acquired over time or following changes in the regulatory landscape by persons in other jurisdictions currently restricted from acquiring OAS 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 OAS 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 OAS Tokens will be released. Many factors could influence the success of the Company and the OAS 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 OAS Tokens. The Company may change its plans for issuing the OAS 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 OAS Tokens. If the Token Integration Event does not occur or for other reasons the Company does not issue the OAS Tokens as planned, investors will not receive some or all of their OAS 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 OAS Tokens, each of which is dependent on many factors, including many outside the Company's control.

Risk of Losing Access to OAS 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 OAS Tokens. Non-compatible wallet addresses will not be accepted, and any attempt to transfer OAS Tokens to a non-compatible wallet address may result in the loss of such OAS 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 Protocols. Any malfunction, breakdown, abandonment, unintended function, unexpected functioning of, or attack on the protocol upon which the OAS Tokens are issued may have an adverse effect on the OAS Tokens, including causing them to malfunction or function in an unexpected or unintended manner.

Risks Associated with the Overarching Blockchain Industry in Which the Oasys Protocol Operates. The growth of the blockchain industry in general, as well as the blockchain networks on which the Oasys Protocol will rely, 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 OAS 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 OAS 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 OAS Tokens. If you give us the incorrect address to which to send your OAS Tokens, we are not responsible for any loss of OAS Tokens that may occur.

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 OAS Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the OAS Tokens and such smart contract systems, including its termination and the loss of OAS 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 Oasys Protocol and OAS 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 OAS Tokens. Regulatory actions could negatively impact the OAS 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 OAS Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the OAS Tokens, which restrictions could impede, limit, or end the development of the OAS Tokens and increase legal costs.

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

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 OAS Tokens and/or the Company's ability to issue the OAS 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 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 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 OAS Tokens, including its further development, or the value of the OAS 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 registered as a money transmitter or money services business, and our business may be adversely affected if we are required to do so. We believe that we are not a money transmitter or money services business in the United States. Further, we do not generally or specifically target U.S. Persons (as defined under the Securities Act) or residents to be users of the OAS

Tokens. If we were deemed to be a money transmitter and/or money services business, we would be subject to significant additional regulation and costs. This could lead to significant changes with respect to operations of the OAS Tokens, suspensions in the operation of the OAS Tokens or certain of its components, including portions of the Oasys Protocol, changes in how the OAS 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 OAS Tokens. It could also lead to a decrease in value of OAS Tokens. In addition, a regulator could take action against us if it views our activity regarding the OAS Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the OAS Tokens and/or could cause the Company to cease operations in certain states or nationwide.

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

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

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

The Oasys Protocol will rely heavily on game developers building Verses and applications on the Oasys Protocol. It is possible that there will be limited public interest among game developers in building Verses and applications or that public interest in the Oasys Protocol may reduce over time. Such lack of interest could negatively impact the success of the Oasys Protocol.

Operating History. The Company has little operating history in the blockchain industry, which continues to be evolving and may not develop as expected. The Company's historical performance does not necessarily reflect future performance or the likelihood of the success of the OAS Tokens. A significant amount of work was required in order to create the OAS Tokens and implement the OAS Token into the Oasys Protocol 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 OAS 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 OAS 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 OAS Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the OAS 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 OAS Tokens. Moreover, the Company may not be able to retain full and effective control over how other participants will use the Oasys Protocol, what products or services will be offered through the Oasys Protocol by third parties, or how third-party products and services will utilize OAS Tokens (if at all). This could create the risk that the OAS 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 OAS Tokens into the Oasys Protocol will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Oasys Protocol and OAS Tokens, and the potential utility of the OAS Tokens within the Oasys Protocol.

SAFTs are not the same as the OAS Token. Purchasing the Interests herein does not immediately provide an investor with any OAS Tokens. It only provides investors with the right to receive OAS Tokens pursuant to the terms described herein. Purchasers should be prepared to not receive OAS Tokens for an extended period of time, or never receive them at all.

Risks Associated with Development of Other Cryptoassets. The Company may not be able to retain full and effective control over how other participants will use the Oasys Protocol and as such, developers in the Oasys Protocol ecosystem may issue other tokens (fungible on non-fungible) under the Oasys architecture. While OAS Tokens ultimately underpin the operations of the Oasys Protocol, and while the Company provides the infrastructure for development, it is not responsible for the issuance of any tokens other than OAS Tokens.

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

Long-term Viability of Cryptoassets. Cryptoassets, including those like the OAS 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 OAS 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 OAS Tokens may be hard to sell. The Company does not control any of these factors, including the ability of the OAS Tokens to maintain their value over time.

Further Innovations in the Cryptoasset Industry May Cause the OAS 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 OAS Tokens may also be negatively affected.

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

Risks from Taxation. The tax characterization of the OAS 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 OAS Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. The purchase of OAS Tokens 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 OAS Tokens may cause investors to incur tax liabilities. Further, any reward received in the form of, or through the use of, OAS Tokens may result in additional tax liability. Each investor 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 OAS Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the OAS 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 OAS Tokens, adversely impacting the ability to further derive any usage or functionality from OAS Tokens. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems, and communications. Furthermore, because the OAS 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 OAS Token and negatively affect it.

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

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

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

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

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

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

Risk Associated with Licensed Third-Party Technology. The OAS Tokens are created solely for purposes of integration with the Oasys Protocol.

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

Risk Arising from Lack of Governance Rights. Because the OAS Tokens confer only limited governance rights with respect to the operations of the OAS Tokens and the Company; 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 all decisions involving the OAS Tokens including, but not limited to, decisions by the Company to discontinue the OAS Tokens or to create and issue more OAS Tokens, will be made by the Company acting in its sole and absolute discretion. These decisions could adversely affect the OAS Tokens you hold.

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

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

Regulation of (i) tokens (including the OAS 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 OAS Tokens and the Company. Other countries may adopt similar approaches. Failure by the Company or users of the OAS 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 OAS 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 OAS 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 other general corporate purposes, regardless of whether all of the OAS 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 investors may not agree with or that do not yield a favorable return, if at all. If management does not invest or apply the proceeds of this offering in ways that benefit the OAS Tokens, the future value and utility of Purchasers' OAS Tokens may be adversely affected.

Representation by Legal Counsel. Certain counsel (the "**Law Firm**") represents the Company sole with respect to the specific matters as 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 investment guidelines and procedures set forth in this Memorandum, nor does the Law Firm monitor compliance by the Company and/or its affiliates with applicable laws, unless in each case the Law Firm has been specifically retained to do so. The Law Firm does not investigate or verify the accuracy and completeness of information set forth in this Memorandum concerning the Company. Furthermore, the Law Firm is not providing any advice, representation, warranty, or other assurance of any kind as to any matter to any prospective purchasers of the SAFTs. No separate counsel has been engaged by the Company to represent any purchasers with respect to a purchase of the SAFTs.

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 OAS 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 OAS Tokens.

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

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

Risk of Competitors. The Company believes that a number of organizations are or may be working to develop decentralized application systems for digital media platforms 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 Oasys Protocol 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 Oasys Protocol and OAS Tokens could decline.

Risk of Underage Users. In certain jurisdictions, persons under the age of 18 have the ability to repudiate or disaffirm contracts entered into by those individuals, and some of the Oasys Protocol 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 Oasys Protocol, and the distribution of OAS Tokens.

Risks Associated with Developers. The Company intends to reward users of games developed by third parties by issuing OAS Tokens to such users. Because the developers of these games will be receiving OAS Tokens from the Company so that they may be distributed to users, each such game developer could be deemed to be a statutory underwriter under Section 2(a)(11) of the U.S. Securities Act. A statutory underwriter is subject to the prospectus delivery and liability provisions of the Securities Act, and Regulation M, and may be deemed to be conducting broker-dealer-like activities that could in certain circumstances subject the developer to regulatory obligations.

The Company takes the position, however, that third-party game developers are not "engaged in the business" of effecting securities transactions and, in any case, are not effecting such transactions on behalf of others. Moreover, we do not believe that the game developers receive transaction-based compensation. For these and other reasons, we take the position that these developers are not "brokers." The Company also takes the position that game developers are not "dealers" because, among other reasons, any securities trading activities conducted by game developers are sufficiently minor measured against their other activities such that they are not "engaged in the business" of buying and selling securities for their own account. It is possible that the SEC or another regulator would disagree with our position. If so, game developers could be forced to register as broker-dealers and comply with applicable law, which would disrupt their business significantly, perhaps making it prohibitive to operate and participate on the OAS Protocol and would likely lead to a decrease or complete loss in the value of the OAS Tokens.

Risks Associated with Verse Builder Trust. The Oasys Protocol optimistic rollups establish the network through trust in two factors: (i) the Verse Builder that operates the Verse-Layer, and (ii) fraud-proof by the Appointed Verifier. The Verse Builder is reliant on the trust of its users. It is possible that there will be limited or reduced trust in Verse Builders operating the Verse-Layer on the Oasys Protocol. Such lack of trust could negatively impact the success of the Oasys Protocol and could lead to a decrease or complete loss in the value of OAS Tokens.

Risks Associated with Issuance of Additional Tokens. Additional OAS Tokens may be issued in the future in the event the Oasys Protocol ecosystem collectively determines it is in the best interest of the Oasys Protocol to do so. If such event occurs, the value of OAS Tokens may be adversely impacted, and an OAS Token holder's token holding may also be diluted as a result.

Risks Associated with Cross-Chain Bridging. Because the Oasys Protocol allows for cross-chain bridging of certain non-OAS cryptoassets, users may be exposed to security vulnerabilities completely outside of the Company's control in cross-chain mechanisms, which could indirectly adversely impact the success of the Oasys Protocol and the value of OAS Tokens. Only cross-Verse bridges will be officially supported by the Company.

Risks Associated with Single Point of Failure. The Company has one sole owner and director and 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 but are instead contractors. As a result, there is a heightened risk of a single point of failure if the Company's sole owner and director is unable to fulfill such duties.

Risks Associated with Contractual Relationships. The Company has one sole owner and director, and all other services are provided to the Company pursuant to contractor relationships, where persons performing material functions for the Company are not employees of the Company but are instead contractors. The Company relies heavily on contractors to perform many significant and material functions of the Company. In the event that any of the contractors cease to provide services to the Company, the Company may not be able to fully operate or execute on its strategic and/or business objectives.

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 Oasys Protocol.

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 Oasys Protocol. In addition, if any of our key personnel, including our sole director, 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 Oasys Protocol, as well as the business and financial condition of the Company. We do not maintain key-person life insurance policies on our key personnel.

USE OF PROCEEDS

The Company estimates that the maximum net proceeds to it from this Offering of OAS Tokens may be approximately \$138,000 after deducting estimated offering expenses, less any marketing and legal expenses. The Company intends to use the proceeds of this Offering and any other contemporaneous SAFT offerings (together, the “**Republic Offerings**”), net of any federal and state income taxes, for working capital and other general corporate purposes. We cannot guarantee that we will sell any or all of the SAFTs that we are offering pursuant to SEC regulations in capital raising transactions. If we do not sell any of the SAFTs, we may not obtain any usable proceeds from the Republic Offerings. The use of proceeds is not expected to materially vary based on the amount of SAFTs sold in the Republic Offerings.

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 invest the proceeds in interest-bearing instruments, direct or guaranteed obligations of the U.S. government, crypto assets, or hold as cash. We cannot predict whether the proceeds invested will yield a favorable return. Our management will have broad discretion in the application of the net proceeds we receive from the Republic Offerings.

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 OAS 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 \$0.0166 per OAS 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	1,111,250,000(1)(2)(3)	\$18,399,080(4)	\$0.0166(5)
Tokens offered in this Offering	5,000,000	\$150,000	\$0.030

- (1) Includes (i) 911,250,000 OAS Tokens that were distributed pursuant to Private SAFT Investors, and (ii) 200,000,000 OAS Tokens that were distributed pursuant to Founding SAFT Investors.
- (2) Does not include OAS Tokens that were allocated or distributed by the Company where no cash consideration was received by the Company.
- (3) Founding SAFT Investors in the Founding Sale are subject to Private Unlocking Restrictions (defined below) beginning on the 12-month anniversary of the effective date of the applicable Private SAFT, until all such OAS Tokens have been released from such restrictions at the end of the second year following the effective date of the applicable Private SAFT. Founding SAFT Investors in the Founding Sale are subject to a 24-month vesting schedule. Private SAFTs Investors in the Private Sale are subject to linear Private Unlocking Restrictions (defined below) over a 24-month period, commencing 1 year after the Token Integration Event or such other date as agreed by the Company and the Private SAFT Investors.
- (4) Total consideration includes \$174,080 pursuant to SAFTs entered into with Founding SAFT Investors and \$18,225,000, pursuant to SAFTs entered into with Private SAFT Investors.
- (5) The price per OAS Token offered in our Founding SAFT Investors SAFT offering was approximately \$0.0008704.⁴ The price per OAS Token in our Private SAFT Investors SAFT offering was \$0.02. For all OAS Tokens issuable pursuant to the Private SAFT Investors and Founding SAFT Investors, this amount is calculated based on a price of \$0.0166. The weighted-average price per token includes allocations to persons who did not pay consideration and does not accurately reflect the actual weighted average price per token.

⁴ The Founding SAFT Offering was denominated in Japanese Yen, and the price per OAS Token under the Founding SAFT Offering was ¥0.1. The price-per-token set forth herein as denominated in U.S. Dollars was calculated based on the conversion rate set forth in footnote 1.

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
<i>Director</i>		
Ryo Matsubara	33	Director
<i>Significant Service Providers⁵</i>		
Daiki Moriyama	39	Head of Operations
Kokushi Hattori	26	Project Manager
Yasuaki Kitaoka	28	Head of Ecosystem Alliance
Hojoon Jang	28	Head of Game Alliance
Don Hyun Im	26	Tech Lead
Akari Oeda	29	PR & Community Development Manager
Keiya Ando	27	Controller

Director and Significant Service Providers

Ryo Matsubara

Ryo is a representative director at Oasys. Prior to joining Oasys, he worked for Accenture, a consulting company, for four years, gumi, a mobile game company, for three years, and double jump.tokyo, a blockchain game company, for two years. At Accenture, he engaged in building and implementing systems for capital markets. He worked on the restructuring of wholesale equity business for a major securities company, and on international regulatory compliance for OTC derivative for a semi-major securities company, among other things. He has also worked on blockchain-related projects at gumi. He was engaged in blockchain business startup “gumi Cryptos,” node start-up and operations at Klaytn, Theta, launch and management of blockchain game associations, creation of industry guidelines, and implementation of the largest NFT event in Japan, “Non Fungible Tokyo.” At double jump.tokyo, he was involved in partner acquisition of a major global blockchain company such as Polygon, Flow, ImmutableX, and fundraising of nearly 3 billion yen from global investors. His experience in blockchain-related businesses has allowed him to gain experience and knowledge in the blockchain industry.

Daiki Moriyama

Daiki, the functional Head of Operations of Oasys, worked at Boston Consulting Group for six years and provided strategic consulting services to the most important agendas of management layers. The services were in various areas such as business strategy, business turnaround, organizational culture change, operational reform, and marketing, among others. He then spent four years at Deloitte Tohmatsu Vensutre Support, where he was involved in setting up a support team for technology ventures.

⁵ Each listed significant service provider is not an employee of the Company but is engaged by the Company as a contractor to perform the functional roles as set forth herein.

His work included the conceptualization of what the firm should be and what it wants to be, designing business designs, providing innovation policy recommendations to the government, and promoting global open innovation using innovative Japanese technologies.

Hojoon Jang

Hojoon is the functional Head of Game Alliance at Oasys. His experience as a coverage banker at BNP Paribas Securities (Japan) Ltd. has helped Oasys acquire key partners and game developers. He has many achievements from his previous positions, including building and strengthening good relationships with major leading financial institutions, acquiring cross-border deal mandates for major non-life insurers, and providing sales support for global market products and custody-related products. In the blockchain context, prior to joining Oasys, he worked as a business advisor for a web3 startup, where he helped develop a business development strategy, advised on the establishment of a legal entity, and assisted with marketing and community research and strategy development.

Kokushi Hattori

Kokushi presently oversees marketing as the Project Manager at Oasys. From 2018 to 2020, he worked as the Head of Global Marketing at double jump.tokyo inc. He developed global market strategies for a popular blockchain game during 2018 and 2020, and acquired partnerships with other projects including blockchain games and media. After working at double jump.tokyo, he engaged in media development and management as a marketing specialist at Recruit Holdings Co. Ltd. from 2020 to 2022. He developed SEO strategies of industry leader media such as “Hotpepper” and “Jalan.”

Yasuaki Kitaoka

Yasuaki oversees Oasys’ partnership and alliance development within the ecosystem as the functional Head of Ecosystem Alliance. Prior to joining Oasys, he engaged in supporting portfolio companies of gumi ventures, a corporate venture capital arm of gumi Inc. He supported the fundraising of portfolio companies and advised on their businesses. Subsequently, he was engaged in corporate planning and business development at Activ8 Inc, where he completed a total of 200 million yen in fundraising. He also worked as a producer for an NFT project using in-house IP, which generated 25 million yen in sales. Additionally, as a key opinion leader (KOL) in the Japanese cryptocurrency community, he is actively involved in research within the segment, as well as advisory for cryptocurrency projects.

Dong Hyun Im

Dong Hyun oversees game alliances at Oasys. His experiences as a coverage banker at BNP Paribas Securities (Japan) Ltd. has helped Oasys acquire key partners and game developers. He has many achievements from his previous positions, including building and strengthening commercial relationships with major institutions, securing cross-border mandates, expanding commercial relationships across multiple products, and others. In the blockchain industry, prior to joining Oasys, he worked as a business advisor for various web3 startup companies, where he helped develop business development strategies, monetization plans, business models and tokenomics, advised on the structuring of legal entities, and assisted with marketing and community development strategy.

Akari Oeda

Akari oversees public relations matters at Oasys. Before joining Oasys, she worked for Misui Sumitomo Insurance Co., and was involved in developing the proof of concept of a blockchain system for trading and marine insurance. Subsequently, she transitioned to gumi Inc. where she served as a member of the department promoting blockchain adoption throughout the organization’s ecosystem, such as matters related to node operations, and NFT projects utilizing well-known intellectual property. She also led gumi’s public relations efforts collaborating with domestic blockchain game developers and other partners.

Keiya Ando

Keiya is in charge of business administration at Oasys and oversees finance, accounting, and other corporate back-office operations. He has experience working at Sumitomo Mitsui Banking Co. in their sales department. There, he also contributed to the acquisition of projects with new clients, including business succession projects utilizing holding companies, loan projects through government programs, and aircraft leasing projects. After leaving the banking industry, he worked as a project manager for a web marketing company, providing web marketing support for a consulting firm with an annual budget of 40 million yen.

He managed a wide variety of projects including operating the company's digital media, advertising, whitepaper production, social networking service account management, website renovation production, and beyond.

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.

Limitation of Liability and Indemnification

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 any negligence, breach of duty, or breach of trust arising out of their performance as directors and officers of the Company.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to 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 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 director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such 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 officers and directors. At present, there is no pending litigation or proceeding involving our 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. Republic Capital Adviser LLC ("**Republic Capital**") an affiliate of ODB and an SEC-registered investment adviser may advise vehicles that have invested in securities issued by the Company. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Those other vehicles may have rights of first refusal, preemptive rights, voting rights or other rights in respect of the investment. In addition, it is possible that such Republic Capital Vehicles may have unlocked, unrestricted OAS Tokens and equity while the OAS Tokens held by a Purchaser are subject to lock-up or legal restrictions on transfer, in which case the Republic Capital vehicle may be able to dispose of its OAS Tokens earlier and at a higher price than the Purchaser can dispose of its OAS Tokens. Republic Capital sponsors an investment vehicle of \$4 million in a SAFT at a price of \$0.02 per OAS Token, and \$1 million in a SAFT at a price of \$0.02 per OAS Token, respectively.

Republic Capital, an affiliate of ODB and an SEC-registered investment adviser may advise vehicles that have invested in securities or tokens issued by the Company. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Those other vehicles may have rights of first refusal, preemptive rights, voting rights or other rights in respect of the investment. In addition, it is possible that such Republic Capital vehicles may have unlocked, freely-tradable tokens and equity while the tokens held by a Purchaser are subject to lock-up or legal restrictions on transfer, in which case the Republic Capital vehicles may be able to dispose of its tokens and equity earlier and at a higher price than the Purchaser can dispose of its tokens.

Similarly, it is possible that Republic Advisory Services, an affiliate of ODB, may have unlocked, freely-tradable tokens while the same tokens held by the Purchaser are subject to lock-up or legal restrictions on transfer, in which case Republic Advisory Services may be able to dispose of its tokens earlier and at a higher price than the Purchaser can dispose of its tokens. In addition, Republic Advisory Services frequently advises digital asset projects with respect to their roadmaps, governance structures, tokenomics and timelines, among other things. If Republic Advisory Services provides consulting services in respect of a Project, it is possible that Republic Advisory Services and its associated persons may have information about the Project or the intended roadmap of the tokens that is not available to the public, or the Purchaser. Thus, there are affiliates that may have more information on which to make informed decisions about whether to dispose of or hold tokens.

Amounts earned by ODB, including but not limited to success-based commissions, placement fees, and closing fees will be retained by ODB and will not offset any fees payable to Republic Capital or Republic Advisory Services. Further, amounts earned by Republic Capital or Republic Advisory Services, including but not limited to carried interest, fees associated with services, and other related expenses, will not be allocated, assigned, or otherwise paid to ODB.

Payments made by the Company to affiliates of ODB, including but not limited to Republic Capital and Republic Advisory Services, are not for services provided by and unrelated to payments made to ODB and this Offering, unless otherwise disclosed.

SIGNIFICANT SERVICE PROVIDER COMPENSATION

Compensation Table

Name and Position ⁶	Salary ⁷	Token Allocation (of Total Token Supply) ⁸
Ryo Matsubara (Director)	\$7,263/month	0.45%
Daiki Moriyama (Contractor)	\$12,482/month	0.20%
Kokushi Hattori (Contractor)	\$5,641/month	0.20%
Yasuaki Kitaoka (Contractor)	\$5,641/month	0.20%
Hojoon Jang (Contractor)	\$6,206/month	0.05%
Don Hyun Im (Contractor)	\$6,276/month	0.10%
Akari Oeda (Contractor)	\$4,302/month	0.05%
Keiya Ando (Contractor)	\$4,302/month	0.05%

⁶ For each contractor's functional position, see "MANAGEMENT OF THE COMPANY."

⁷ As converted to US Dollar from Singapore Dollar and rounded to the nearest whole number, based on an exchange rate of \$1 USD = \$1.42 SGD.

⁸ Each allocation is subject to a two-year vesting schedule, with 25% of allocated OAS Tokens vesting six (6) months, and the remaining allocated OAS Tokens vesting monthly in equal portions over the subsequent eighteen (18) months.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

OBD Offering Engagement

We are currently party to an offering engagement agreement with OBD, effective as of August 17, 2022 (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 investor and the use of the Republic Platform. OBD has made no commitment to purchase all or any part of the Interests. The term of the OBD Engagement Agreement will continue until the later of the date on which (i) the SAFTs are no longer being listed on the Republic Platform or (ii) all fees due to OBD being remitted unless otherwise terminated by either party upon thirty (30) days’ prior written notice or for cause pursuant to the OBD Engagement Agreement.

ODB is not purchasing any of the Interests in this Offering and are not required to sell any specific number or dollar amount of securities but will instead arrange and manage this Offering on their fundraising platform, <https://www.republic.com>.

Reimbursable expenses in the event of termination. In the event the Offering does not close or we decide not to pursue this Offering, we have agreed to reimburse OBD the greater of (a) \$25,000, (b) all out of pocket costs incurred by OBD in enabling the Offering to be listed on the Republic Platform; or (c) a dollar amount equal to the cash commission based upon the dollar value of the maximum amount of securities that is offered under the Offering; except that if circumstances beyond the control of the Company make a closing impossible, then this fee for termination prior to closing will not apply. For the avoidance of doubt, if the Company has not made such best efforts and a closing is possible but the Company then terminates an Offering, such fee shall apply provided that no fee shall be due under this provision in the event termination is for cause due to OBD’s uncured breach.

For terminations pursuant to Sections 8.2(a), 8.3(a) or 8.4(a) of the OBD Engagement Agreement, the Company shall at the date of termination pay the greater of (a) \$25,000, or (b) the current number of investors of the securities as established at the time of termination or transition, multiplied by \$25, provided that no Termination Fee shall be due under this provision in the event termination is for cause due to OBD’s uncured breach.

Commission and Expenses. We have agreed to pay OBD 6% of the gross proceeds. We have also agreed to pay OBD a securities commission equivalent to 2% of the aggregate dollar value of SAFTs sold in this Offering, such amounts will not affect the net proceeds, but will have a dilutive effect on the OAS Tokens issued. Non-accountable expenses shall be limited to one-half percent (0.5%) of the Offering’s proceeds to OBD. While our management may promote the Company and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

ODB has agreed, with respect to the SAFTs issued to it as part of its commission, not to: (a) sell, transfer, assign, pledge or hypothecate any Interests obtained pursuant to the OBD 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 OBD or of any such selected dealer, in each case in accordance with FINRA Conduct Rule 5110(e)(1), or (b) cause such OAS 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 SAFTs, 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 OBD.

Under the OBD Engaging Agreement with OBD, OBD may also pass through certain administrative expenses related to FINRA fees and anti-money laundering, investor due diligence and accreditation service, in no event in excess of \$30,000.00, and ancillary costs related to consulting or advisory fees, without markup. We may be required to indemnify OBD and possibly other parties with respect to disclosures made in this Memorandum. Any other fees that we may pay to OBD or other third parties will not be commissions or considered as underwriting compensation. OBD has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation.

Fees for Termination of the OBD Engagement Agreement. Should we terminate the Listing Agreement, other than for a breach

of the Listing Agreement by ODB, we have agreed to pay ODB the greater of \$25,000 or an amount equal to the number of investors in this Offering multiplied by \$25.00.

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.

BitPay Cryptocurrency Payments Support

Cryptocurrencies and digital assets received in connection with purchases are directed to an account maintained by BitPay, the payment processor for the benefit of the Offerings. BitPay's fees are expected to equal 1% of the Purchase Amount, which will be borne by the Company. All funds will be released to the Company promptly upon the expiration of the Offering Period. These total expenses are not refunded in the event of a refund of an investment.

Payment shall be made in a decentralized currency such as USD Coin (USDC), Bitcoin (BTC), Ether (ETH), or such other method or form of payment as is accepted by BitPay, and subject to BitPay's applicable terms of use, and that is agreed to by the Company. The U.S. dollar or, as applicable, non-U.S. dollar fiat currency exchange rate for any of the foregoing cryptocurrencies or non-USD fiat currencies shall be determined at the time the transaction is submitted on the Offering Platform by the Purchaser as set forth below and will also be subject to certain transaction fees, including gas costs or miner fees. To avoid such variable exchange rate, you may pay with USDC. Payments in cryptocurrency and digital assets will be processed through BitPay. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion.

BitPay will determine the then current exchange rate applicable to the Purchaser's transaction, referred to as the BitPay's Best Bid ("**BBB**") exchange rate. The BBB exchange rate is determined directly from the cryptocurrency exchanges with which BitPay has relationships at the time an invoice is generated for the Purchaser by BitPay ("**BitPay Invoice**") when the Purchaser initiates a payment. The then applicable BBB exchange rate as reflected in the BitPay Invoice will remain available to the Purchaser for fifteen (15) minutes ("**BBB Rate Lock**"), and the Company is guaranteed to receive the exact amount of fiat currency used to generate the BitPay invoice provided that a successful payment is made by the Purchaser within the BBB Rate Lock period. Once the BBB Rate Lock lapses, the Purchaser must manually generate a new BitPay Invoice reflecting a new applicable BBB exchange rate. To avoid such variable exchange rate, you may pay with USDC. For more information on BitPay exchange rates, please visit <https://bitpay.com/exchange-rates/>. The Company reserves the right to continue accepting any type of consideration in its sole discretion.

Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by BitPay, and will be converted to US Dollar or another fiat currency within one (1) day of receipt, to be held for the benefit of the Company as it relates to this Offering and released to the Company upon finalization of the purchase and satisfaction of Closing Requirements.

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 the cryptocurrency used for the original purchase using the applicable USD to cryptocurrency exchange rate in effect at the time the refund is sent, 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). Due to changes in the applicable exchange rate, as well as gas fees or miner fees required to send the refund, and which are deducted from the refund amount, the amount of cryptocurrency refunded may be less than the amount used to pay the rejected purchase. Gas fees and miner fees will not be refunded. 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.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE COMPANY

In H1 2022, the now-sole shareholder of the Company purchased the Company, formerly known as Origamix Sg Pte. Ltd., a Singaporean exempt private company limited by shares, in its entirety (the “*Acquisition*”). At the time of the Acquisition, the Company had been engaging in certain management consultancy services, but such business activities did not bear any material connections with the Company’s current core business activities post-Acquisition in its direct development of blockchain software.

The following table sets forth certain information with respect to the beneficial ownership of the voting securities of the Company, as of November 1, 2022, for:

- each person, or group of affiliated persons, who we know beneficially owns more than 10% of any class of the Company’s voting securities;
- our director;
- each of our executive officers; and
- all of our directors and executive officers as a group.

Name of Beneficial Owner	<u>Shares</u>	<u>Percentage</u>
Ryo Matsubara - <i>Director</i>	705,045	100.00%

DESCRIPTION OF THE SAFTS BEING OFFERED

Overview

The Simple Agreement for Future Tokens, or “SAFT,” is a legal instrument developed for engaging in the offer and sale of digital assets to sophisticated investors. Generally, the SAFT is designed to facilitate two separate, yet connected, events, including (i) capital raising from accredited investors to fund the development of a digital asset-based platform, and (ii) delivery of functional digital assets to SAFT investors in satisfaction of the SAFTs contractual obligations.⁹

SAFTs allow companies to issue “investment contract” securities to permissible purchasers pursuant to which the company agrees to deliver tokens to SAFT purchasers at a future date when the digital assets are fully functional.

Summary of Oasys SAFTs

A SAFT purchased in connection with this Offering shall be subject to certain Lock-Up Restrictions as set forth therein.¹⁰ As such, OAS Tokens underlying each SAFT shall not be transferable by the Purchaser for a certain time period commencing from the Token Integration Event. OAS Tokens that are subject to Lock-Up Restrictions shall be released by the Company in accordance with the terms of this Offering. In order for a purchase under this Offering to be deemed effective, Purchasers must (i) execute the SAFT and (ii) make the full payment of the Purchase Amount (as specified in the applicable SAFT under purchase) in accordance with the instructions set forth in this Memorandum and the SAFT.

If a Token Integration Event occurs prior to the Deadline Date, the Company shall, within two (2) calendar months following the Token Integration Event, enable the Purchaser to begin retrieving the OAS Tokens underlying the purchased SAFT for use on the Protocol, subject to applicable Lock-Up Restrictions. If a Token Integration Event does not occur on or before the Deadline Date, the Company shall make payment to the Purchaser from the available assets of the Company that remain lawfully available, in accordance with the terms of the SAFT.

⁹ See The Cardozo Blockchain Project, Not So Fast—Risks Related to the Use of a “SAFT” for Token Sales, dated November 21, 2017, available at <https://larc.cardozo.yu.edu/cgi/viewcontent.cgi?article=1000&context=blockchain-project-reports>.

¹⁰ See also, “Lock-Up Restrictions” of Option A1, Option A2, and Option A3 under “TERMS OF THE OFFERING,” as applicable.

DESCRIPTION OF THE OAS TOKENS UNDERLYING THE SAFTS BEING OFFERED

Ownership of OAS Tokens

OAS Tokens are the digital cryptographic tokens native on the Oasys Protocol, a public blockchain specializing in providing cryptographic infrastructure and technical architecture to support the development of video games in its blockchain network. The Oasys Protocol is compatible with the Ethereum Virtual Machine (i.e., EVM-compatible), and are a digital asset existing on the Ethereum blockchain. The rules governing basic functions of the Ethereum-based “smart contract” that creates OAS Tokens adhere to widely-known conventions. Ownership of OAS Tokens, therefore, is only documented in a record inscribed in the Ethereum blockchain.

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

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

Token Supply

The Oasys Protocol will provide for the issuance of no more than 10,000,000,000 OAS Tokens. Initially,

- 3,800,000,000 of these OAS Tokens will be reserved for issuance pursuant to the Ecosystem and Community;
- 2,100,000,000 OAS Tokens will be allocated as a portion of the staking rewards;
- 1,500,000,000 OAS Tokens will be allocated to Development;
- 1,400,000,000 OAS Tokens will be allocated to Private SAFT Investors; and
- 1,200,000,000 OAS Tokens will be allocated to the Foundation.

We believe we have strategically earmarked these OAS Tokens for use in a way to best encourage the growth of the Oasys Protocol. Of the total number of OAS Tokens available to be issued, we group these intended uses under five categories, as described below:

Ecosystem and Community

We anticipate that all of the 3,800,000,000 OAS Tokens issued to wallets controlled by Oasys in a private placement will be distributed by Oasys on a discretionary basis in the form of grants or expense reimbursements to developers building either applications on the Oasys Protocol and other entities directly supporting the growth of the Oasys Protocol. See “[Plan of Distribution](#)” for details.

Development

We anticipate that approximately 1,500,000,000 of the OAS Tokens allocated to wallets controlled by the Company will be issued by the Company, subject to certain lock-up and vesting requirements, as grants and rewards among the parties who participated or will in the future participate, in the development of the Oasys Protocol and its relevant ecosystem. See “[Plan of Distribution](#)” for additional details.

Early Backers

We anticipate that approximately 1,400,000,000 of the OAS Tokens allocated to wallets controlled by the Company will be distributed to persons who received or may receive rights to receive OAS Tokens in private placements. We anticipate that these OAS Tokens will be issued in compliance with Regulation D under the Securities Act. See “[Plan of Distribution](#)” for additional information, including information regarding OAS Tokens that have already been distributed.

Staking Rewards

We anticipate that approximately 2,100,000,000 of the OAS Tokens allocated to wallets controlled by the Company will be distributed to Holders of OAS Tokens as consideration for their contribution to the Oasys Protocol’s distributed consensus. See “[Plan of Distribution](#)” for details.

Foundation

We anticipate that approximately 1,200,000,000 OAS Tokens allocated to wallets controlled by the Company will be distributed to the foundation of the Oasys Protocol in connection with all non-developmental activities including, product management, design, analysis, research, and support for the growth of the Oasys ecosystem and will be distributed among initial members, the foundation node, advisors, and Ownable Assets System Ltd., a British Virgin Islands business company (“*Ownable Assets System*”), subject to certain lock-up and vesting restrictions. See “[Plan of Distribution](#)” for details.

Functionality of OAS Tokens

As will be later discussed in “[DESCRIPTION OF THE OASYS PROTOCOL](#)” the Oasys Protocol adopts a multi-token design that allows different tokens to interact with the ecosystem. That being said, the OAS Token is the native token that sits at the highest level in the Oasys Protocol ecosystem, underpinning mechanisms in connection with infrastructure-level activities on the Oasys Protocol and other application-agnostic transactions within the ecosystem. As of the Token Integration Event, the total supply of OAS Tokens is set at 10,000,000,000 units. The total OAS Token supply may be revisited after at least six years subsequent to the Token Integration Event, primarily based on the ecosystem participant input in order to ensure the tokenomics of the OAS Token continues to operate soundly and sustainably.

Gas Fees

Under the Oasys Protocol, the performer of a smart contract (i) rolling up transactions from a Verse Layer to the Hub Layer, (ii) interacting with a bridge, or (iii) interacting with the Hub Layer, among other things, is responsible for paying the requisite gas fees associated with such activity. Gas fees in connection with rolling up transactions from a Verse Layer to the Hub Layer are incurred by the Verse Builder responsible for such activity. As the Oasys Protocol ecosystem grows, the number of Verse Layers is projected to increase, and the number of rollup transactions will also increase in turn. Such network growth will impose upward pressure towards gas fees required for such transactions, if not the overall Oasys Protocol network as a whole. Nonetheless, as the Oasys Protocol is designed, such gas fee increases will occur gradually over time.

Verse Building Deposits

As discussed further in detail in “[DESCRIPTION OF THE OASYS PROTOCOL](#),” in order for a party to build a Verse (defined below) on the Verse Layer (defined below), certain assets meeting a standardized threshold must be set aside by the Verse Builder (defined below) in the form of a deposit toward the contract associated with the build. Such deposit is denominated in OAS Tokens.

Network Support

The Oasys Protocol, as a network utilizing a proof-of-stake consensus algorithm, requires community participants to process transactions and protect the integrity of the network. Such community participants perform such activities by staking a certain threshold number of OAS Tokens in order to become a validator on the Oasys Protocol. As compensation for such contribution to the network, validators are eligible for staking rewards denominated in OAS Tokens in return.

Payment

OAS Tokens, as the native token underpinning the entire Oasys Protocol ecosystem, will be the primary currency supporting transactions on the Oasys Protocol. Such transactions may include, but are not limited to, micropayments in and out of applications that are part of the Oasys Protocol. By way of analogy, in this instance OAS Tokens can function in a similar manner as ETH tokens function within the Ethereum ecosystem. There, while the Ethereum network supports a myriad of third-party decentralized applications which occasionally involve separate application-specific tokens, they bear a certain level of interconnectedness with ETH. While the use case of OAS Tokens may ultimately depend on application-specific perimeters, all assets built within the Oasys Protocol will bear some connection, technically or monetarily, to the OAS Token.

Limited OAS Token-Related Rights

OAS Tokens will not provide you with any enforceable rights against the Company, or any third-party Oasys Protocol developer, including any rights to receive payments, any control rights or any claims on assets. Holders of OAS Tokens will not receive a right to any repayment of principal or interest, any interest in the profits or losses of the Company, its affiliates, or any Oasys Protocol developer. Holders of OAS Tokens may not have any right to vote on any matters relating to the Company, its affiliates, or any Oasys Protocol developer, including voting for board members of the Company. We anticipate that OAS Token holders may be able to vote on certain matters conducted on the Oasys Protocol blockchain on a non-binding, advisory basis based on their amount of staked OAS Tokens. Further, we are not aware of any binding obligation on the Company with respect to the OAS Tokens or the holders of OAS Tokens following the delivery of OAS Tokens.

Token Transfers

Receiving OAS Tokens requires a wallet, a program that stores the public and private keys for cryptocurrency transactions. Wallet addresses are associated with OAS Token ownership and therefore may be used to indicate the ownership of digital assets. Any wallet client compatible with Ethereum will support interactions with OAS Tokens. Users generally may establish a wallet through these services with little or no information, though users may be required to choose a password or other basic account credentials with the wallet provider.

OAS Tokens may be transferred by submitting a transaction to the Oasys Protocol, which requires the user to know the public key wallet address of the intended recipient and include such information in the submitted transaction. Upon confirmation, the wallet software will cause the transaction to be signed with the user's private key, which generates a digital signature, and the transaction is then submitted to the Oasys Protocol.

Transactions initiated on the Oasys Protocol are communicated to all persons running an Oasys Protocol node software. The submission of such transactions is irrevocable once initiated. Persons acting as validators of Oasys Protocol transactions receive indication when a transaction is submitted. In order for transactions to become a part of the Oasys Protocol blockchain's record of transactions, a validator must include the transferring transaction in a "block" written to the Oasys Protocol blockchain. As a result of this process, the Oasys Protocol blockchain includes a record showing a transaction in which the requisite number of OAS Tokens to be associated with a wallet specified by a user. When the transaction is added to a block on the Oasys Protocol blockchain by a validator, the OAS Token balances of the sender and receiver are adjusted accordingly on the Oasys Protocol blockchain and publicly broadcasted on the blockchain ledger.

Generally, blocks cannot be removed from the blockchain, but during the transaction validation process, competing blockchains may arise with respect to recent blocks on the blockchain. As a result, a block is often not considered to be irreversible on the blockchain until several additional blocks have been subsequently added thereto, and occasionally blocks with a handful of confirmations can be dropped and modified.

To achieve consensus regarding the correct copy of the blockchain ledger, the software creating the blockchain enforces certain rules about its recordation process. These rules generally include the following:

1. *Records must be valid* – Records to be added to the blockchain must conform to a certain format and follow certain protocol rules. This helps ensure that the nodes on the blockchain network can read the records and properly interpret the transaction history. The record must generally contain digital signatures from the participants for authentication purposes.
2. *Records must be added in sequence* – Records on the blockchain must be written in the correct order. Since each new block contains a reference to the previous block, and all network operations in a block are ordered within a block, all network operations have a definite ordering.

3. *Erroneous additions to the blockchain results in a penalty* – In order for a network user to be eligible for validating proof-of-stake blockchain transactions, a certain number of the blockchain asset may be required to be set aside by such user and be made available for a penalty by the network in the event the user does not abide to the consensus rules of the blockchain, through a discipline mechanism colloquially known as “slashing.”
4. *The longest blockchain available on the network is recognized as the correct version* – As a general rule, the longest blockchain available on the network is recognized as the version on which new blocks will continue to be added. Validators are deterred from adding blocks to blockchains other than the longest one available in the network as a result of the threat of slashing.
5. *Independent verification* – Any computer on the Oasys Protocol is able to independently verify (without contacting any other computer or user) that all the above rules have been complied with when it inspects a copy of the blockchain database that it downloads off of the network.

“Gas” Payments and Token Transfers

To perform any transactions on the Hub Layer (defined below), you must pay a “gas” fee. As a result, all transfers of OAS Tokens require the payment of transaction fees in the form of “gas” payments. In order to record a transaction on the Hub Layer blockchain, including with respect to the issuance or transfer of OAS Tokens, the validators of the OAS Protocol must be paid a small “gas” fee to incentivize the performance of their services.

The “gas” fee is paid in the form of OAS Tokens, the native currency of the Oasys Protocol. The amount of any “gas” fee to be paid to the Oasys Protocol may vary from time to time, and as adjusted to adequately deter meaningless transaction execution on the Oasys Protocol, and in so doing, prevent unnecessary network congestion.

Secondary Markets

The OAS Token is designed to be used on the Oasys Protocol, but may be transferred on digital asset trading platforms or other venues. The Company does not support or encourage any use of the OAS Token beyond its stated usefulness on the OAS Protocol.

Stakable OAS

In order to ensure the smooth operations of the Oasys Protocol in its initial stages, persons who have a claim to OAS Tokens, certain node operators, Verse Builders, and/or other integral developers on the Oasys Protocol are provided with a modified version of the OAS Token, called the “Stakable-OAS” (the “**SOAS Token**”), which is non-transferrable but can be staked onto the Oasys Protocol to validate transactions under the Oasys Protocol’s proof-of-stake algorithm. SOAS Tokens may still be subject to certain restrictions similar to the Lock-Up Restrictions, except that SOAS Tokens are specifically programmed to be eligible for staking irrespective of transfer-related lock-up restrictions. Once the lock-up restrictions imposed on the SOAS Tokens have lapsed, the SOAS Tokens may be converted to OAS Tokens on a one-for-one basis via smart contract free of further lock-up restrictions. There is no market for SOAS Tokens.

Initially, SOAS Tokens make up 29.31% of the total OAS Token supply (on an as-converted basis).

DESCRIPTION OF THE OASYS PROTOCOL

Overview

The Oasys Protocol is a public blockchain built specifically to support the gaming segment. The size of the global games market is expanding rapidly. As of the end of 2021, the global games market, taking into account mobile and tablet games, personal computer (“**PC**”) games, and console games, account for \$175.8 billion in revenues, and this figure is projected to grow by over \$200 billion by the end of 2023.¹¹ The number of gamers is also expected to show steady growth, the global game player population projected to grow at a CAGR (2015-2023) of +5.6% to surpass three billion by the second half of 2023.¹² Particularly, we forecast that growth regions such as Asia Pacific, Middle East and Africa, and Latin America will be responsible for a part of the increase in the game player population.

The decentralized finance (“**DeFi**”) sector within the blockchain industry has received tremendous developer support and market activity in recent years, and between April 2021 and April 2022, decentralized exchanges accounted for \$224 billion in on-chain transaction volume.¹³ However, it has become apparent to us that currently available blockchain protocol designs focusing on the financial market needs do not adequately address the gaming segment’s specific needs for Web3 adoption by the global gaming market. Specifically, the product design priorities for a gaming blockchain protocol may shift from those of DeFi blockchain protocols in the following areas among others:

- Gas fees
- Transaction speed
- Decentralization
- Data availability
- Network stability

Historically, high gas fees required to process blockchain transactions and the slow processing speed available to blockchain protocols as compared to conventional cloud-based infrastructures have provided Web3 users with a poor user experience. It is our view that in order for any blockchain protocol to become suitable for wide adoption by the gaming community, issues with transaction fees and processing speed must first be addressed.

Especially in the context of gaming, gas fees not only present financial friction, but also a logistical one. With blockchain protocols that require gas fees for transactions, the additional financial burden of paying a premium solely for purposes of having a transaction processed on the blockchain is a self-explanatory deterrence for adoption. Logistically, users would also be tasked with the responsibility of calculating and maintaining a surplus reserve to cover their transactions. This inconvenience is exacerbated in the context of gaming, where microtransactions come in extremely high volumes. Given such high transaction volumes, the need for alternatives that allow for higher transaction speed also proves to be significant. In order to bring forth a better user experience to the wider gaming industry, the Oasys Protocol design involves the ability for transactions on the Verse Layer (defined below) to be processed near-instantaneously, and for developers to deploy smart contracts that allow transactions to be executed without requiring gas fees, as further explained below under “Protocol Architecture.”

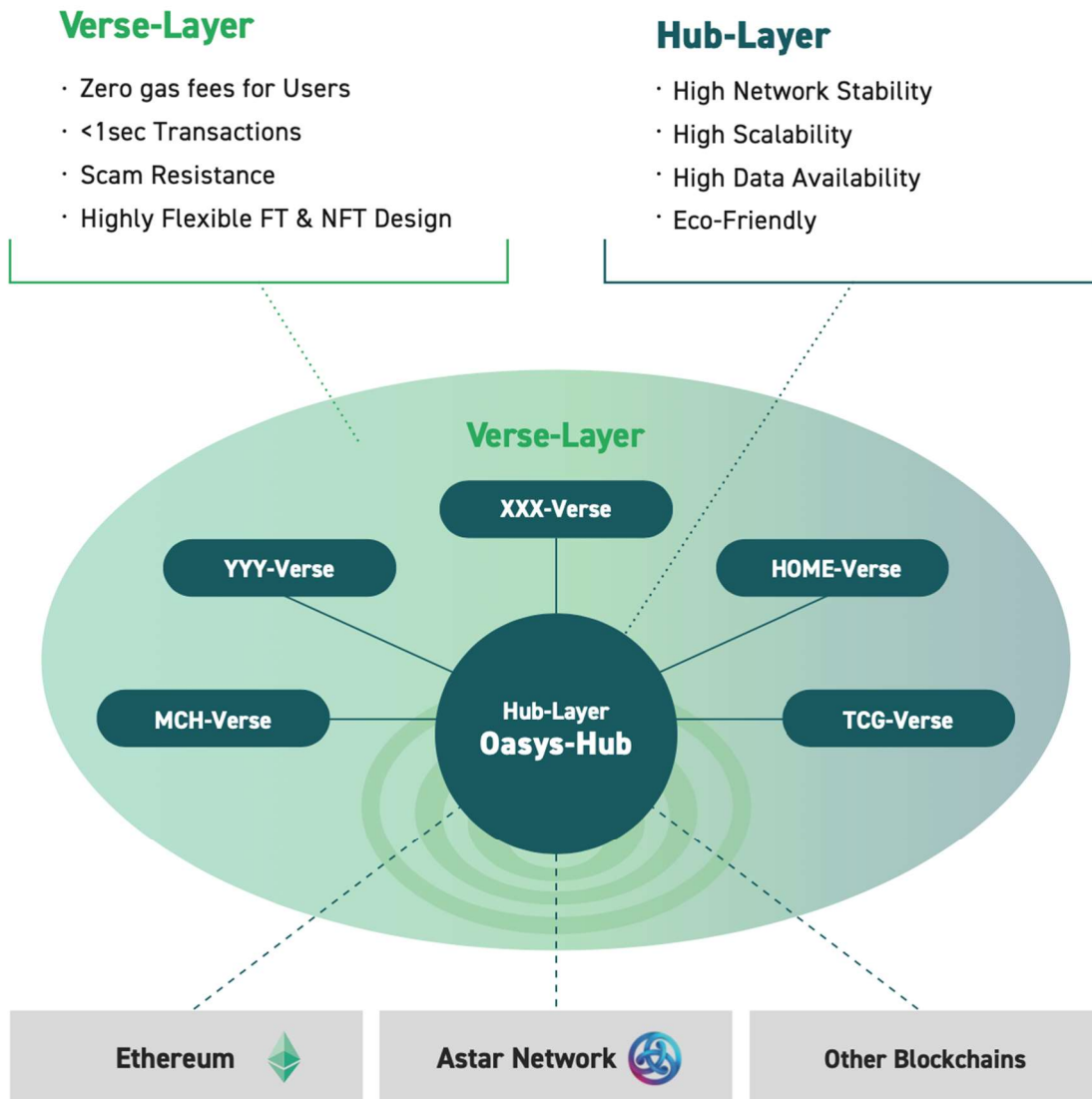
Protocol Architecture

The Oasys Protocol involves a multi-layer infrastructure. The core and primary layer that serves as the backbone of the Oasys Protocol ecosystem is known as the “Hub Layer” (interchangeably, the “**Hub Layer**” or “**Layer 1**”). Built atop of the Hub Layer is a secondary layer known as the “Verse Layer” (interchangeably, the “**Verse Layer**” or “**Layer 2**”), where the development of individual games and decentralized applications occurs.

¹¹ “Global Games Market to Generate \$175.8 Billion in 2021; Despite Slight Decline, the Market is on Track to Surpass \$200 Billion in 2023,” Tom Wijman, Newzoo (May 6, 2021); <https://newzoo.com/insights/articles/global-games-market-to-generate-175-8-billion-in-2021-despite-a-slight-decline-the-market-is-on-track-to-surpass-200-billion-in-2023>.

¹² “Three Billion Players by 2023; Engagement and Revenues Continue to Thrive Across the Global Games Market,” Tom Wijman, Newzoo (June 25, 2020); <https://newzoo.com/insights/articles/games-market-engagement-revenues-trends-2020-2023-gaming-report>.

¹³ “Report: DEXs on-chain transaction volume surpasses that of CEXs,” Oluwapelumi Adejumo (June 8, 2022); <https://cryptoslate.com/report-dexs-on-chain-transaction-volume-surpasses-that-of-cexs/>.



Hub Layer

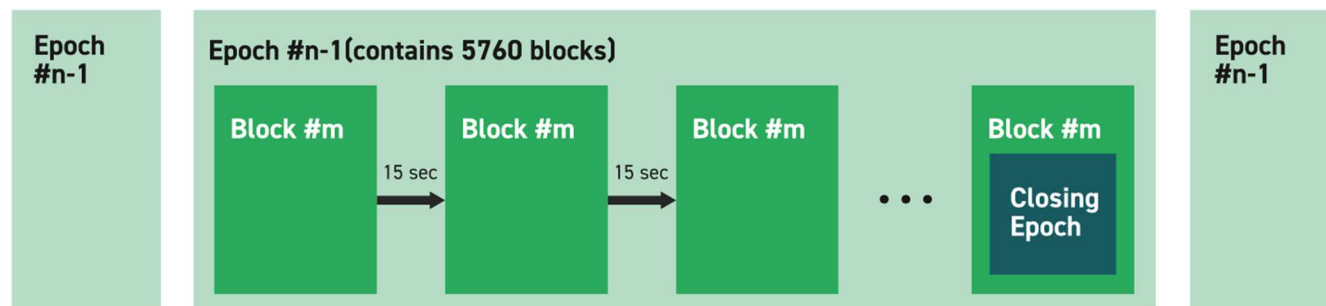
The Hub Layer is an EVM-compatible public blockchain, the node implementation of which is based on a forked and modified version of Go Ethereum (geth). As such, the Hub Layer operates based on a proof-of-stake consensus algorithm. As is with the case of conventional proof-of-stake protocols, the Hub Layer requires node operators who serve as the validators of transactions on the Oasys Protocol in order to properly function. Because the Hub Layer is responsible for the infrastructure-level implementations of the Oasys Protocol, its use is limited to rolling up batches of transactions, token management, the management of bridge information, etc. In limited cases, some smart contracts may also be deployed on the Hub Layer via community governance approval. Only smart contracts relating to the OAS Token or other Hub Layer non-fungible tokens, batch rollup, and bridging may be executed on the Hub Layer. Applications are not run on the Hub Layer directly.

Blocks of the Hub Layer are generated by nodes (or validators) every 15 seconds. Using a weighted random shuffling mechanism, nodes are selected as validators responsible for the generation of each block based on the number of OAS Tokens staked on such node. Any user may become a validator on the Hub Layer by staking 10,000,000 OAS Tokens through the Hub Layer's validator contract. In the event a validator's total number of staked OAS Tokens falls below 10,000,000, such validator will not be selected for the next block.

An epoch, i.e. the time frame (denominated in the number blocks) in which a certain set of validators can produce blocks, is set at every 5,670 blocks. Once the last block of each epoch is executed, a reward denominated in OAS Tokens will be

determined based on the validator’s operation time within the relevant epoch in order to compensate the validator for its support of the network. At this time, the next validator will also be determined for the next epoch.

Mining



As a measure to deter the execution of meaningless transactions which could cause unnecessary network congestion, on the Hub Layer, the Hub Layer adopts a minimum gas cost. The goal of the Oasys Protocol is to achieve a minimum gas cost of approximately \$0.01 per transaction, though we note that such figure ultimately could be affected by many external factors, including network activity and the prevailing market price of the OAS Token.

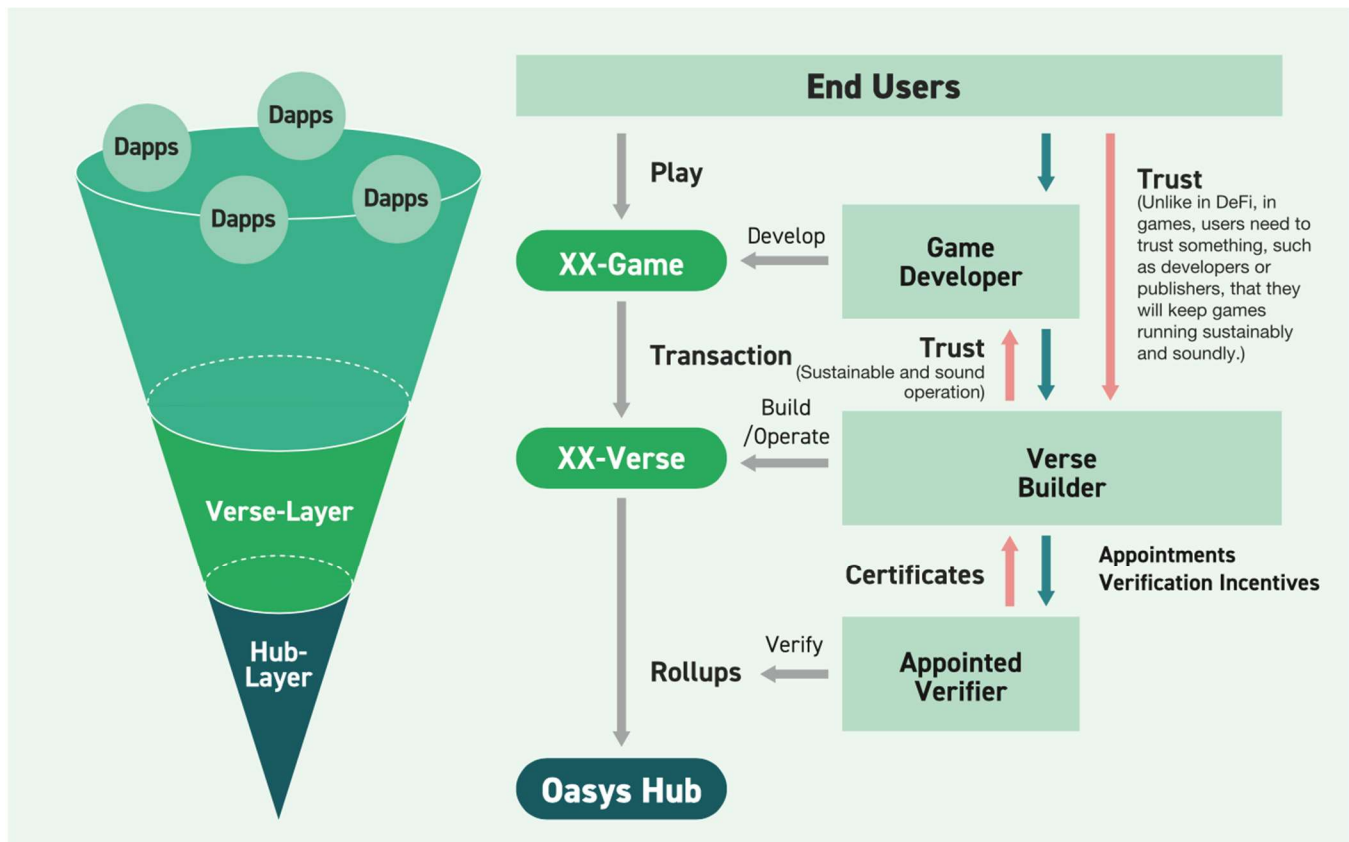
Verse Layer

The Verse Layer (or Layer 2), is a second layer blockchain solution built atop the Hub Layer. Any party can create a verse (a “**Verse**”) on the Verse Layer by depositing more than 1,000,000 OAS to a corresponding contract deployed for creating such Verse (any such party, a “**Verse Builder**”). Games and other decentralized applications are developed on the Verse Layer in specific Verses, where in-game or in-application transactions are posted to the Verse Layer blockchain. The Verse Builder of a given Verse is responsible for operating the nodes and server on such Verse. Verse Builders may set perimeters on the smart contracts that can be deployed and the transactions that can be executed on their applicable Verses without incurring any gas fees. Verse Builders will also be able to determine whether their Verses are operated in a permissioned, semi-permissioned, or permissionless manner, and thus the restrictions or limitations on decentralized applications that can be built on their Verses.

The Verse Layer is implemented through a scaling mechanism designed to extend the throughput of the Ethereum blockchain, called “Optimism.” Optimistic rollups are layer 2 protocols in the Ethereum ecosystem that serve to reduce computation on the main Ethereum blockchain by only posting limited data, consolidated into data batches, onto the main Ethereum blockchain and storing the remaining data outside of the main Ethereum blockchain on a separate blockchain. Conventionally, optimistic rollups operate through a trust framework that assumes transactions to be valid in the first instance, with dispute resolution mechanisms that provide network users with the ability to challenge fraudulent transactions by submitting “fraud-proofs” to the network. In an optimistic rollup framework, parties who submit data to the primary chain for rollups, as well as parties who submit fraud-proof challenges alike, are required to post a “bond” to stand behind their submissions. Submissions that are later found to be faulty would result in the “slashing” of the bonded currency, i.e., the confiscation of the bonded currency. A submitter of a fraud-proof would also receive a reward from the slashed bond for protecting the integrity of the network.

Under the Oasys Protocol, optimistic rollups are primarily established and enforced by two groups of users— first, the Verse Builders; and second, the appointed verifiers (the “**Appointed Verifiers**”). The use of the Oasys Protocol presumes a certain level of trust that the Verse Builders are operating the Verses soundly, though transactions on the Verse Layer are also verifiable. Verse Builders may also appoint one or more Appointed Verifiers, who will verify rollups that are submitted from the given Verse to the Hub Layer, incentivized by a financial reward for protecting the soundness of the network.

Optimism designs commonly involve a challenge period before assets may be withdrawn from the rollup. As a result of the assumption of innocence (of submitted transactions) inherent in Optimism, such challenge period is implemented primarily for the purpose of allowing ample time for post-hoc fraud-proofs to be submitted by other network users, and thus, for fraudulent transactions to be refuted. As part of the innovation of the Oasys Protocol, the usual challenge period is eliminated from transactions occurring on the Oasys Protocol, such that transactions are approved near-instantly.



Overarching Tokenomics

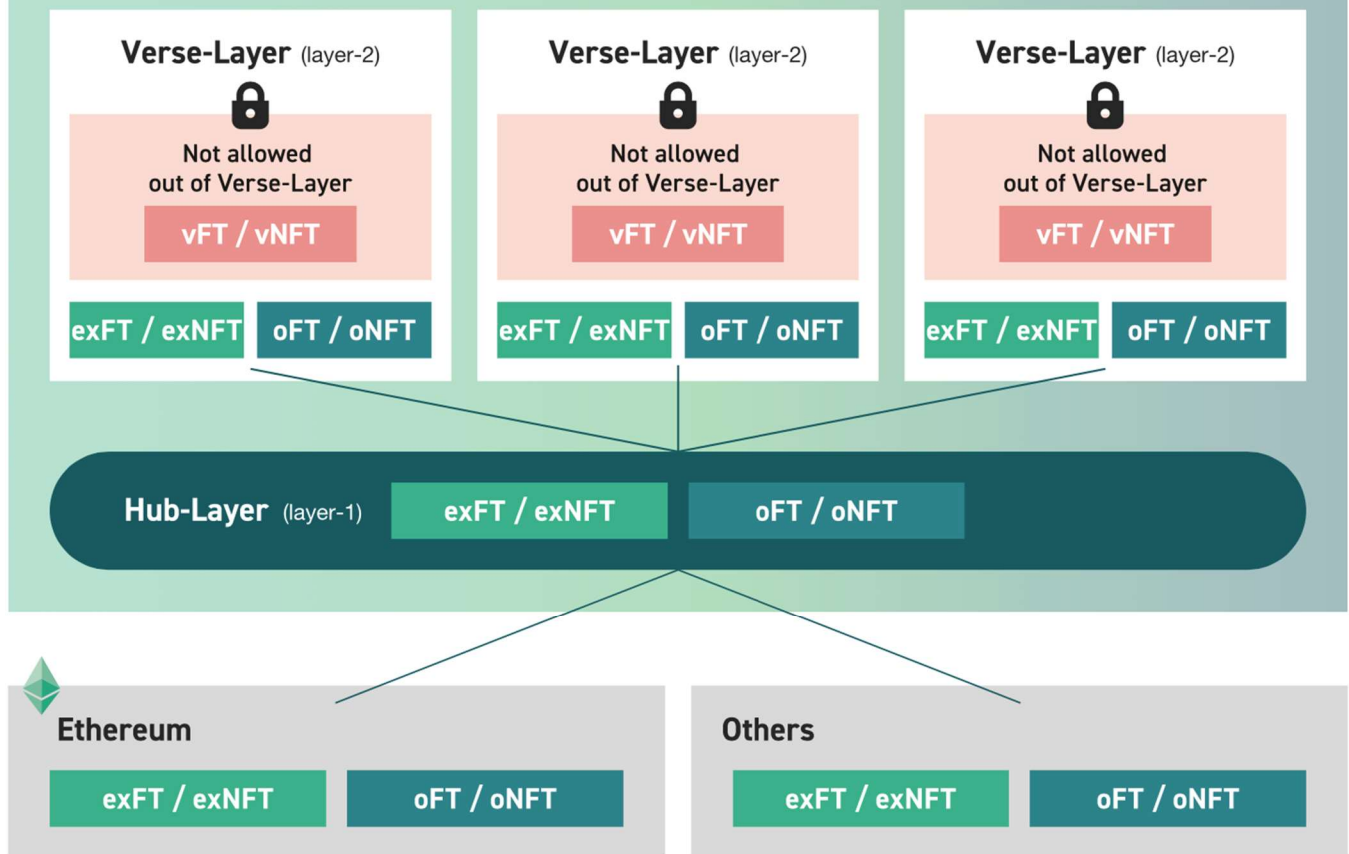
The Oasys Protocol adopts a multi-token economy, such that the OAS Tokens are not the only compatible digital assets on the protocol. The purpose of this multi-layer design is to allow flexibility for game developers to develop different gaming mechanisms based on their game-specific needs and to enhance users' experience when interacting with the greater Oasys Protocol ecosystem.

While the OAS Token is the primary token for the Oasys Protocol, other tokens may be issued by other parties within the Oasys Protocol on the Verse Layer, for the specific use in the Verse Layer and individual games (or otherwise decentralized applications) built atop the Oasys Protocol (the "**Verse Tokens**"). Verse Tokens are primarily designed to interact with the specific Verses and their use are restricted to the Verses with which they associate and cannot be bridged to another blockchain network. Verse Tokens may be in the form of fungible tokens ("**vFT**") or non-fungible tokens ("**vNFT**"). Cross-Verse bridges are supported by the Oasys Protocol without any use of a centralized third-party bridge operator, and uses a "lock & mint" method, in that outbound vFT and vNFT are locked on the Verse chain from which the assets are being transferred from immediately before the bridge, and subsequently minted anew on the receiving Verse chain immediately after the bridge.

Separately, other fungible tokens and non-fungible tokens may also be issued on the Hub Layer (respectively, "**oFT**" and "**oNFT**"). Unlike vFT and vNFT, which are Verse-specific, oFT and oNFT are interoperable among all Verse Layers. oFT and oNFT can be transferred between different blockchain networks (including Ethereum) through a cross-chain bridge.

Lastly, certain fungible and non-fungible tokens on blockchains outside of the Oasys Protocol ("**exFT**" and "**exNFT**," respectively) and connected back onto the Oasys Protocol, and can also interact with both the Hub Layer and the Verse Layer through available cross-chain bridges.

oasys



PLAN OF DISTRIBUTION

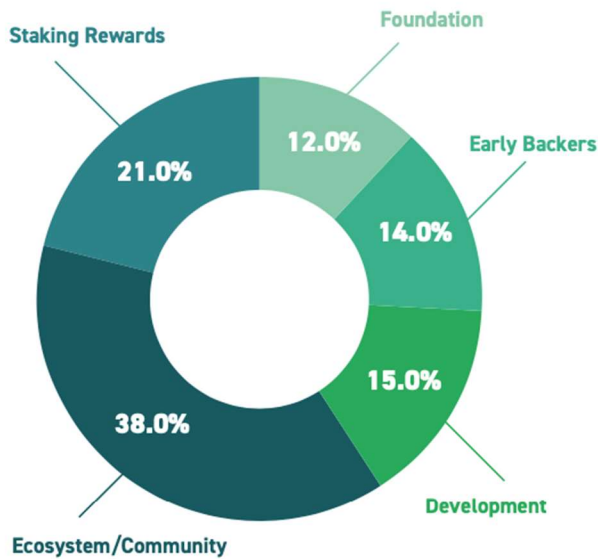
Distribution of SAFTs

The number of SAFTs offered pursuant to this Offering is contingent upon the availability of OAS Tokens underlying the SAFTs, to the extent such OAS Tokens are allocated in connection with such SAFTs. For the avoidance of doubt, this Offering of SAFTs will be deemed to be fully subscribed once the aggregate purchase amount (of SAFTs) meets the Offering Size (see “TERMS OF THE OFFERING”).

Distribution of OAS Tokens

The 10,000,000,000 OAS Tokens minted in the genesis block will be distributed as follows:

Allocation	Tokens	%
Ecosystem and Community	3,800,000,000	38.00%
Staking Rewards	2,100,000,000	21.00%
Development Team	1,500,000,000	15.00%
Early Backers	1,400,000,000	14.00%
Foundation	1,200,000,000	12.00%
Total Token Allocation:	10,000,000,000	100.00%



■ Ecosystem/Community (38.0%)

Allocated to the partners who build Verse, ecosystem partners, user rewards, liquidity provision, and marketing purposes.

■ Staking Rewards (21.0%)

Allocated as a portion of the staking rewards.

■ Development (15.0%)

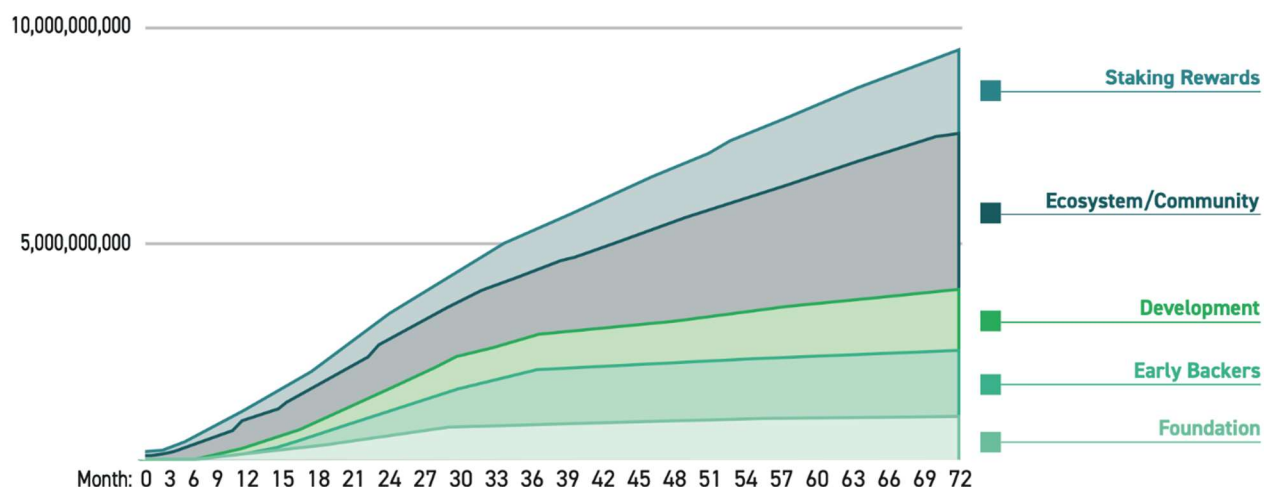
Allocated to grants and rewards for all developers who participate in the development of Oasys.

■ Early Backers (14.0%)

Allocated to private sale investors, institutional and individual investors.

■ Foundation (12.0%)

Allocated to all non-development activities that include product management, design, analysis, research, and support for the growth of Oasys' ecosystem.



Ecosystem and Community

A total number of 3,800,000,000 OAS Tokens equal to 38.0% of the total network supply of OAS Tokens is allocated to the ecosystem and community to be initially held in the Treasury. Assets held in the Treasury are generally either managed in hardware wallets or using a third-party cryptoasset management tool that requires at least two or more people to approve transactions. OAS Tokens under this distribution category are earmarked for all non-developmental activities that include product management, design, analysis, research, and support for the growth of the Oasys ecosystem, and is allocated among the following parties:

Node Operators and Delegators

A total number of 1,475,000,000 SOAS Tokens equal to 14.75% of the total network supply of SOAS Tokens is allocated to node operators and delegators. Of the OAS Tokens allocated to this distribution category, 1,300,000,000 SOAS Tokens equal to 13% of the total network supply of OAS Tokens is allocated to node operators, 150,000,000 SOAS Tokens equal to 1.5% of the total network supply of OAS Tokens is allocated to the delegators. Additionally, 25,000,000 SOAS Tokens equal to 0.25% of the total network supply of OAS Tokens is earmarked as a reserve for partners who may wish to invest in delegators. These SOAS Tokens in this category are subject to a 36-month vesting schedule, with SOAS Tokens vesting on a linear and continuous basis commencing on October 25, 2022, until all such granted SOAS Tokens have been vested at the end of the 36th month. These SOAS Tokens are subject to a 36-month unlock schedule, with SOAS Tokens under each such grant unlocking on a linear and continuous basis commencing at the time of the Token Integration Event until all such granted SOAS Tokens have been unlocked.

Marketing

A total number of 1,150,000,000 OAS Tokens equal to 11.50% of the total network supply of OAS Tokens is allocated to marketing. Of the OAS Tokens allocated to this distribution category, 306,000,000 OAS Tokens equal to 3.06% of the total network supply of OAS Tokens is distributed to the game grant subject to the Game Grant Agreement, 299,000,000 OAS Tokens equal to 2.99% of the total network supply of OAS Tokens is allocated to the game grant reserve. A total number of 545,000,000 OAS Tokens equal to 5.45% of the total network supply of OAS Tokens is reserved for Oasys ambassadors and Oasys campaign reserve.

Other Ecosystem

A total number of 1,175,000,000 OAS Tokens equal to 11.75% of the total network supply of OAS Tokens is allocated to other ecosystem. Of the OAS Tokens allocated to this distribution category, 60,000,000 OAS Tokens equal to 0.60% of the total network supply of OAS Tokens is allocated to the verse grant, 240,000,000 OAS Tokens equal to 2.40% of the total network supply of OAS Tokens is allocated to the verse grant reserve, 300,000,000 OAS Tokens equal to 3.0% of the total network

supply of OAS Tokens is allocated to market making, 120,000,000 OAS Tokens equal to 1.2% of the total network supply of OAS Tokens is distributed to ConsenSys Software Inc (*‘ConsenSys’*), and 100,000,000 OAS Tokens equal to 1.0% of the total network supply of OAS Tokens is allocated to DEX Liquidity. The Company intends and is currently under negotiations to enter into an arms-length Services Agreement with Ownable Assets System (the *“Proposed Services Agreement”*), pursuant to which Ownable Assets System will be responsible for managing and administering the distribution of OAS Tokens to Ownable Assets System. As such, the abovementioned OAS Tokens earmarked for DEX Liquidity (equaling to 1.0% of the total network supply of OAS Tokens) will be transferred to Ownable Assets System to enable Ownable Assets System to perform its relevant contractual obligations.

The OAS Tokens in this category, excluding ConsenSys, may be subject to various lock-up and vesting requirements. OAS Tokens distributed to ConsenSys are subject to a 24-month vesting schedule, with OAS Tokens vesting on a linear and continuous basis commencing at the time of the Token Integration Event until all such granted OAS Tokens have been vested at the end of the 24th month. These OAS Tokens are subject to a 12-month unlock schedule, with OAS Tokens under each such grant unlocking on a linear and continuous basis commencing at the time of the Token Integration Event until all such granted OAS Tokens have been unlocked. The OAS Tokens distributed to market making are subject to the Jump Trading Loan Agreement.

Staking Rewards

As previously discussed, the Oasys Protocol operates on a proof-of-stake consensus mechanism. As such, Holders of OAS Tokens may stake their OAS Tokens on the Oasys Protocol and receive periodic distributions denominated in OAS Tokens as consideration for their contribution to the Oasys Protocol’s distributed consensus. A total number of 2,100,000,000 OAS Tokens, which equals to 21.0% of the total network supply of OAS Tokens, will be allocated for such staking rewards distribution.

Pursuant to the Proposed Services Agreement, with Ownable Assets System will be responsible for managing and administering the distribution of staking rewards on the Oasys Protocol. As such, the abovementioned OAS Tokens earmarked for staking rewards (equaling to 21.0% of the total network supply of OAS Tokens) will be transferred to Ownable Assets System to enable Ownable Assets System to perform its relevant contractual obligations.

Development Team

A total number of 1,500,000,000 OAS Tokens, equal to 15.0% of the total network supply of the OAS Tokens is allocated as grants and rewards among the following parties who participated, or will in the future participate, in the development of the Oasys Protocol and its relevant ecosystem.

Of the OAS Tokens allocated to this distribution category, 350,000,000 OAS Tokens equal to 3.5% of the total network supply of OAS Tokens is allocated to double.jump Tokyo (*“DJT”*), and 150,000,000 OAS Tokens equaling to 1.5% of the total network supply of OAS Tokens is allocated to CryptoGames Inc (*“CryptoGames”*). The remaining 1,000,000,000 OAS Tokens allocated to this distribution category, equal to 10% of the total network supply of OAS Tokens is held in reserve.

OAS Tokens in this distribution category are subject to a 6-month unlock schedule, with OAS Tokens under each such grant unlocking on a linear and continuous basis commencing at the time of the Token Integration Event until all such granted OAS Tokens have been unlocked.

Early Backers

A total number of 1,400,000,000 OAS Tokens equal to 14.00% of the total network supply of OAS Tokens is allocated to the token sale.

A total number of 911,250,000 SOAS Tokens equal to 9.11% of the total network supply of OAS Tokens is allocated for Private Sale pursuant to certain Private SAFTs entered into by and between the Company and 55 Private SAFT Investors (respectively), in May and June 2022.

Private SAFTs in the Private Sale were sold to Private SAFT Investors pursuant to Regulation D and Regulation S of the Securities Act. Private SAFTs Investors in the Private Sale are subject to linear Private Unlocking Restrictions (defined below) over a 24-month period, commencing 1 year after the Token Integration Event or such other date as agreed by the Company and the Private SAFT Investors. For purposes in connection with the Private Sale, *“Private Unlocking Restrictions”* refers to

the restrictions on the applicable Private SAFT Investors' ability to offer, sell, pledge or otherwise transfer the related OAS Tokens during the specified period.

A total number of 29,285,714 OAS Tokens equal to 0.29% of the total network supply of OAS Tokens is allocated to the Republic Offerings.

A total number of 111,000,000 OAS Tokens equal to 1.11% of the total network supply of OAS Tokens is allocated to the strategic round sale.¹⁴

A total number of 348,464,286 SOAS Tokens equal to 3.49% of the total network supply of OAS Tokens is allocated to the token sale reserve.

Foundation

A total number of 1,200,000,000 OAS Tokens equal to 12.0% of the total network supply of OAS Tokens is allocated for the foundation to be initially held in one or more of the Company's operating until later deployed or distributed.

A total number of 200,000,000 OAS Tokens equal to 2.00% of the total network supply of OAS Tokens is allocated for the Founding Sale pursuant to certain Private SAFTs (as defined above) between the Company and 4 participating Founding SAFT Investors on February 23, 2022. Private SAFTs in the Founding Sale were sold to Founding SAFT Investors pursuant to Regulation S of the Securities Act. Founding SAFT Investors in the Founding Sale are subject to Private Unlocking Restrictions (defined above) beginning on the 12-month anniversary of the effective date of the applicable Private SAFT, until all such OAS Tokens have been released from such restrictions at the end of the second year following the effective date of the applicable Private SAFT. Founding SAFT Investors in the Founding Sale are subject to a 24-month vesting schedule.

A total number of 10% of OAS Tokens under this distribution category are earmarked and allocated for all non-developmental activities including product management, design, analysis, research, and support for the growth of the Oasys ecosystem among the initial members of the foundation, the foundation node, and advisors to the foundation. Of the OAS Tokens allocated to this distribution category, the OAS Tokens are allocated as following:

- 275,000,000 SOAS Tokens equal to 2.75% of the total network supply of OAS Tokens is allocated to DJT;
- 115,000,000 OAS Tokens equal to 1.15% of the total network supply of SOAS Tokens is allocated to external contributors;
- 130,000,000 OAS Tokens equal to 1.30% of the total network supply of SOAS Tokens is allocated to Oasys core members;
- 330,000,000 OAS Tokens allocated to this distribution category, equal to 3.30% of the total network supply of OAS Tokens is allocated to be held in reserve for members;
- 50,000,000 OAS Tokens equal to 0.50% of the total network supply of OAS Tokens is allocated to the foundation reserve; and
- 100,000,000 OAS Tokens equal to 1.00% of the total network supply of OAS Tokens is allocated to advisors.

Of the SOAS Tokens in this distribution category, DJT, external contributors, and Oasys core members are subject to a 12-month vesting schedule. Such SOAS Tokens vest on a linear and continuous basis commencing at the time of the Token Integration Event until all such granted SOAS Tokens have been vested at the end of the 24th month period. SOAS Tokens in this distribution category are subject to a 24-month unlock schedule, with SOAS Tokens under each such grant unlocking on a linear and continuous basis, and thus becoming eligible to be exchanged for OAS Tokens accordingly, commencing at the time of the Token Integration Event until all such granted SOAS Tokens have been unlocked.

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the SAFTs offered hereby because: (i) a purchase of the SAFTs involves a number of significant risks (see "RISK FACTORS"); (ii) no market for the SAFTs or OAS Tokens currently exists; and (iii) there is no established trading market for the SAFTs and it is possible that a robust public market will ever develop for the OAS Tokens. The sale of SAFTs as described herein is intended to be exempt from registration under the Securities Act and applicable state securities laws.

¹⁴ As of the time of publication of this Memorandum, such strategic round is in process and is imminent to fully close.

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

Other Requirements

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

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 invested by you in this sale of SAFTs as described herein were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by the OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at <https://www.treas.gov/ofac>. In addition, the programs administered by the OFAC (the “**OFAC Programs**”) prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list;

- (i) you represent and warrant that none of (1): you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any subscription amounts from a prospective Purchaser if such prospective Purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify the Company should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, the Company may be obligated to “freeze the account” of any Purchaser, either by prohibiting additional subscription from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose such Purchaser’s identity to the OFAC;
- (ii) you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined in the footnotes below; and
- (iii) if you are affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

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

actions, including refusal to deliver the OAS 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. In addition, Republic Advisory Services has been engaged as a third party to provide advisory and technical services related to the OAS Token. Such services include marketing and advisory services. ODB and Republic Advisory Services are subsidiaries within a family of companies owned by OpenDeal Inc. (together sometimes referred to as "**Republic**"). Republic and its affiliates do not provide tax, accounting or legal advice — all recipients are advised to consult with their own advisers. Neither Republic Advisory Services nor ODB has investigated (nor have any of its affiliates investigated) the desirability or advisability of an investment in this offering or the securities offered herein. ODB and its affiliates make no representations, warranties, endorsements, or judgment on the merits of the offering or the Interests offered herein.

Delivery of OAS Tokens

OAS Tokens will be issued to holders of the SAFTs 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. Upon consummation of the token issuance pursuant to such exemption, each applicable SAFT will immediately terminate in accordance with its terms.

On the Token Integration Event, the OAS Tokens will be minted and delivered to SAFT holders according to the terms specific to their SAFT. 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.

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The SAFTs and the OAS 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 SAFTs and the OAS Tokens, if issued, and that restrict the OAS Tokens' resale. **Holders of the SAFTs may never offer, sell, assign, transfer, pledge, encumber or otherwise dispose of the SAFTs unless specifically consented to in writing by the Company. The OAS Tokens delivered in satisfaction of the SAFTs 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 OAS Tokens hereunder. In addition, holders of OAS Tokens will not be able to transfer their OAS Tokens until such OAS Tokens have been released from any lockup restrictions to which they are subject.**

Procedures for Subscribing

We plan to market this Offering to potential investors 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 (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 BitPay's receipt of funds, if applicable.

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

Notice Concerning the Securities Act

Neither the SAFTs nor the OAS Tokens have been registered under the Securities Act or any securities laws of any state, and unless so registered, the OAS 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 SAFTs 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 SAFT, each purchaser that executes a SAFT 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 issuance of the SAFTs and the OAS 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 SAFTs 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 OAS 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 SAFTs are non-transferable and may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of, unless so authorized, and (v) the OAS 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.
- (3) Purchaser must acknowledge that it is an “accredited investor” (as defined in Regulation D) acquiring the SAFT, and it is aware that the SAFT and the OAS Tokens, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.
- (4) It acknowledges that the purchase of a SAFT is also the purchase of OAS Tokens, if, as and when they are issued.
- (5) In addition to all applicable transfer restrictions under applicable securities laws, it acknowledges and agrees that: (i) holders of the SAFTs may never offer, sell, assign, transfer, pledge, encumber or otherwise dispose of the SAFTs and (ii) the OAS 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 OAS Token holders thereof or (B) notifies OAS Token holders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.
- (6) It acknowledges that neither the 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 investment decision with respect to the Interests. It has had access to such financial and other information concerning the Company and the Interests as it has deemed necessary in connection with its decision to invest, including an opportunity to ask questions of and request information from the Company, and such information has been made available to it.
- (7) It is acquiring the SAFT and the OAS 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 OAS 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).
- (8) Each holder of the Interests acknowledges that the Company is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the OAS Tokens, when issued.
- (9) Each holder of a SAFT acknowledges that:

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

THIS SECURITY (I.E., THE SAFT), AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE “**OAS 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 OAS TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

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

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

Each Purchaser of a SAFT 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 SAFT previously delivered to such Purchaser. The legends set forth in this paragraph (9) shall be deemed to be set forth on any such SAFT delivered prior to the date of this Memorandum.

- (10) It agrees that it will not transfer OAS Tokens unless it is given reasonable assurance that each person to whom it transfers OAS Tokens receives notice of any restrictions on transfer of such OAS Tokens.
- (11) If it is an acquirer in a transaction that occurs outside the United States within the meaning of Regulation S, it acknowledges that until the expiration of the Distribution Compliance Period (as defined in Regulation S under the Securities Act), any offer or sale of the OAS 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.
- (12) It acknowledges that the Company or its transfer agent, for the OAS Tokens will not be required to accept for registration of transfer any OAS 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.
- (13) 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 Interests or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the Interests in any jurisdiction where action for such purpose is required. Consequently, any transfer of the OAS Tokens will be subject to the transfer restrictions set forth under this “Notice to Purchasers.”

- (14) It (a) is able to act on its own behalf in the transactions contemplated by this Memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in 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 investment in the Tokens, and can afford the complete loss of such investment.
- (15) 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.
- (16) If it is acquiring the Interests 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.
- (17) Either (i) the Purchaser is not acquiring or holding such Interests 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.

TAX CONSIDERATIONS

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

THE TAX TREATMENT OF OAS 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 OAS 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 AN INVESTMENT IN OAS TOKENS.

REGULATION D RULE 506(C) INVESTOR VERIFICATION STANDARDS

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

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

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

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

ADDENDUM A
COMPANY UNAUDITED FINANCIALS

STATEMENT OF FINANCIAL POSITION**(Unaudited and Unreviewed)**

All numbers in Singapore dollars

	As at 31.03.2022 S\$	As at 31.12.2020 S\$
<u>ASSETS</u>		
Current assets		
Cash and cash equivalents	155,519	1,841
Other receivables	6,480	-
	<u>161,999</u>	<u>1,841</u>
Non-current assets		
Investment in associates	-	391,655
Intangible asset	59,083	-
	<u>59,083</u>	<u>391,655</u>
Total assets	<u>221,082</u>	<u>393,496</u>
<u>LIABILITIES AND EQUITY</u>		
Current liabilities		
Due to related parties	-	287,226
Other payables	233,324	17,719
Total liabilities	<u>233,324</u>	<u>304,945</u>
Equity		
Share capital	705,045	400,000
Accumulated losses	(717,287)	(311,449)
	<u>(12,242)</u>	<u>88,551</u>
Total liabilities and equity	<u>211,082</u>	<u>393,496</u>

Our independent registered public accounting firm has not audited, reviewed or performed any other procedures with respect to these financial data and, accordingly, does not express an opinion or any other form of assurance with respect to these data.

STATEMENT OF COMPREHENSIVE INCOME**(Unaudited and Unreviewed)**

All numbers in Singapore dollars

	01.01.2021 to 31.03.2022 S\$	01.01.2020 to 31.12.2020 S\$
Revenue	-	-
Cost of sales	-	-
Gross profit	-	-
Other losses		
Other income	8,418	-
Currency exchange gain	686	-
Loss on disposal	(391,655)	-
Total other losses	(382,551)	-
General and administrative expenses		
Professional fees	(22,183)	(9,499)
Bank charges	(1,104)	(806)
Postage	-	(50)
Total general and administrative expenses	(23,287)	(10,355)
Loss before taxation	(405,838)	(10,355)
Income tax expense	-	-
Loss for the year	(405,838)	(10,355)

Our independent registered public accounting firm has not audited, reviewed or performed any other procedures with respect to these financial data and, accordingly, does not express an opinion or any other form of assurance with respect to these data.

ADDENDUM B
FORM OF SIMPLE AGREEMENT FOR FUTURE TOKENS
OASYS PTE. LTD.
Offering: OAS Tokens

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS HAS NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION. THIS AGREEMENT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT (I) AS PERMITTED HEREUNDER, AND (II) UNDER APPLICABLE LAW PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. NEW OR CHANGING LAWS AND REGULATIONS OR INTERPRETATIONS OF EXISTING LAWS AND REGULATIONS, IN THE STATE OF DELAWARE AND IN OTHER JURISDICTIONS, MAY MATERIALLY AND ADVERSELY IMPACT THE VIABILITY OF THE PROTOCOL, THE VALUE OF THE TOKENS, THE LIQUIDITY OF THE TOKENS AND THE STRUCTURE, RIGHTS AND TRANSFERABILITY OF THE TOKENS. PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISKS. YOU SHOULD CAREFULLY REVIEW THE CONFIDENTIAL INFORMATION MATERIALS PROVIDED TO YOU IN CONNECTION HERewith, TOGETHER WITH ALL THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

NEITHER OPENDEAL BROKER LLC (“*OPENDEAL BROKER*”) NOR REPUBLIC CRYPTO LLC (“*REPUBLIC ADVISORY SERVICES*”) HAS INVESTIGATED (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NEITHER OPENDEAL BROKER NOR REPUBLIC ADVISORY SERVICES NOR ANY OF THEIR AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. EACH OF OPENDEAL BROKER’S AND REPUBLIC ADVISORY SERVICES’ CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

BITPAY, INC., (“*BITPAY*”) THE PROVIDER OF CRYPTOCURRENCY PAYMENT ACCEPTANCE SERVICES FOR THE OFFERING, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NEITHER BITPAY NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. BITPAY’S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

SIMPLE AGREEMENT FOR FUTURE TOKENS

OF

OASYS PTE. LTD.

a Singapore private company limited by shares

Summary of the Terms

Name of Purchaser:	[INSERT NAME]
Email Address of Purchaser:	[INSERT EMAIL]
Date of this Agreement:	[INSERT DATE OF AGREEMENT]
Deadline Date:	May 4, 2023, provided that the Company, in its sole and absolute discretion, shall have the right to extend this date by a further ninety (90) calendar days.
Purchaser’s Network Address for delivery of Tokens: (ETH compatible address where Purchaser will receive their Purchased Tokens)	[INSERT PURCHASER’S RECEIVING WALLET ADDRESS]

Purchase Amount:	[INSERT TOTAL PURCHASE PRICE (IN FIAT OR CRYPTO)]
Purchase Price Per Token:	Subject to clause 2(d), USD [INSERT] per Token, converted from the currency used to make the purchase (unless purchasing in USD) at the Applicable Exchange Rate.
Purchased Tokens: (Purchase Amount divided by the Purchase Price Per Token)	[INSERT TOTAL NUMBER OF TOKENS BEING PURCHASED]
Lock-Up: (see also the “Restricted Period” described in <u>Annexure 1</u> attached hereto)	Prior to the expiration of the one-year period following OAS Token delivery (the “<i>Restricted Period</i>”), the Purchaser will not offer, sell, pledge, or otherwise transfer the SAFT or OAS Tokens, unless in compliance with securities laws, including, where applicable, Securities Act Rule 144. In addition to the Restricted Period, OAS Tokens acquired in connection with the SAFT purchased pursuant to this Offering will be locked-up and non-transferable by the Purchaser for a period of twelve (12) months from the Token Integration Event (the “<i>Token Integration Restricted Period</i>”). Subsequently, the OAS Tokens acquired in connection with the SAFT purchased pursuant to this Offering shall be released to Purchaser on a linear and continuous basis until all such OAS Tokens are fully unlocked and released upon the date that is the first day of the nineteenth (19th) month following the Token Integration Event. The Restricted Period and the Token Integration Restricted Period may run concurrently and overlap. All Lock-Up Restrictions will be enforced by smart contract.

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (this “*Agreement*”) is entered into as of the date hereof between:

- a. the undersigned purchaser (the “*Purchaser*”); and
- b. Oasys Pte. Ltd., f.k.a. Origamix SG Pte. Ltd., a Singapore private company limited by shares (the “*Company*”).

WHEREAS:

- a. The Company proposes to create and make available the Tokens (as defined below) for purchase; and
- b. The Purchaser desires to purchase from the Company such number of Tokens as set out herein upon the provisions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

“*Accredited Investor*” means a Person who meets the definition of Accredited Investor set forth in Rule 501(a) of Regulation D under the U.S. Securities Act.

“*Affiliates*” means, with respect to any specified Person, any director, officer, partner, member, authorized representative, agent 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 Exchange Rate*” means the BitPay Best Bid (“*BBB*”) exchange Rate. The BBB exchange rate is determined directly from the cryptocurrency exchanges with which BitPay has relationships, at the time an invoice is generated for the Purchaser by BitPay (“*BitPay Invoice*”) when the Purchaser initiates a payment. The then applicable BBB exchange rate as reflected in the BitPay Invoice will remain available to the Purchaser for fifteen (15) minutes (“*BBB Rate Lock*”), and the Company is guaranteed to receive the exact amount of fiat currency used to generate the BitPay invoice once a successful payment is made by the Purchaser. Once the BBB Rate Lock lapses, the Purchaser must manually generate a new BitPay Invoice reflecting a new applicable BBB exchange rate. More information on the BBB exchange rate is available at <https://bitpay.com/exchange-rates/>.

“*Company Parties*” means the Company and its Affiliates and “*Company Party*” means any one of such Persons.

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

“*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 the Company’s Private Placement Memorandum in connection with the public offering occurring on the Offering Website for the express purpose of contemplated purchases pursuant to this Agreement (each as amended from time to time).

“*Laws*” means the laws, acts, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, sanctions, administrative acts relevant jurisdiction.

“Offering” means the Company’s offer and sale of SAFTs under this Agreement targeting up to US\$150,000 in gross proceeds. For purposes of this Agreement, “Offering” refers to the offering within the U.S. and to U.S. Persons pursuant to Regulation D under the Securities Act.

“Offering Website” means the website servicing the sale of SAFTs in connection with this Offering, which can be accessed at <https://republic.com/oasys>.

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

“Protocol” means the Oasys blockchain protocol and website and their associated services as described further in the Information Materials.

“Prohibited Person” means, as determined by the Company in its sole and absolute discretion:

- 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 pursuant to this Agreement, or otherwise in compliance with U.S. federal securities laws;
- c. a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the Laws of, a jurisdiction identified in in Schedule 1 attached hereto;
- d. 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, any United Nations Security Council sanctions lists or any other sanctions list;
- e. a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority;
- f. a person acting, directly or indirectly, in contravention of any applicable Law;
- g. a person that has been involved at any time in any type of activity associated with money laundering or terrorist financing or any other applicable anti-corruption or anti bribery statute or has been subject to any investigation or sanction by, or a request for information from, any Governmental Authority relating to money laundering, terrorist financing, corruption or bribery in any jurisdiction or under any Law; or
- h. a person that is, unless otherwise disclosed in writing to the Company prior to your taking part in the Offering, 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.

“SAFT” means an agreement containing a future right to Tokens, similar in form and content to this Agreement.

“Token Integration Event” means, as determined by the Company in its sole and absolute discretion, the date upon which the Tokens are initially broadly publicly released by the Company for use on the Protocol.

“Tokens” means the cryptographic tokens developed by the Company, known as the “OAS tokens,” as described further in the Information Materials and which shall operate in connection with the Protocol, if developed.

“U.S. Person” means any one of the following (i) any U.S. Citizen; (ii) any natural person resident in the United States of America; (iii) any partnership or corporation organized or incorporated under the laws of the United States of America; (iv) any estate of which any executor or administrator is a U.S. Person; (v) any trust of which any trustee is a U.S. Person; (vi) any agency or branch of a foreign entity located in the United States of America; (vii) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (viii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States of America; and (ix) any partnership or corporation if (a) organized or incorporated under the laws of any foreign jurisdiction; and (b) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts. However, for the avoidance of doubt, the following are

not a “**U.S. Person**” (x) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; (xi) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if (a) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and (b) the estate is governed by foreign law; (xii) any trust of which any professional fiduciary acting as trustee is a U.S. Person, if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person; (xiii) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (xiv) any agency or branch of a U.S. Person located outside the United States if (a) the agency or branch operates for valid business reasons; and (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (xv) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter- American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

In this Agreement, a reference to:

- a. a currency includes a reference to a cryptocurrency;
- b. a clause, exhibit, annexure or schedule, unless the context otherwise requires, is a reference to a clause, exhibit, annexure or schedule to this Agreement; and
- c. a statutory provision includes a reference to:
 - I. the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and
 - II. any subordinate legislation made under the statutory provision (whether before or after the date of this Agreement).

The exhibits, annexures and schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and reference to this Agreement include the exhibits, annexures and schedules.

The headings in this Agreement shall not affect the interpretation of this Agreement.

2. Purpose and Allocation of Tokens

The Purchaser acknowledges and agrees that:

- (a) the Company is under no obligation to update and maintain the Information Materials;
- (b) the Company may at any time, in its sole and absolute discretion, modify (i) the design, manner and terms of the Token, (ii) the integration of the Tokens into the Protocol’s design and functionality, (iii) the timing, manner and terms of allocation of Tokens, and (iv) the design, manner and provisions of the Information Materials;
- (c) the Information Materials are for general information purposes only; may be amended by the Company from time to time without notice to the Purchaser; and does not form any part of a contract, arrangement or understanding (or otherwise) between the parties;
- (d) the allocation of Tokens by the Company to the Purchaser:

- i. may be subject to prior approval of one or more Governmental Authorities and the timing of such approval (if any) may be beyond the control or influence of the Company; and
 - ii. may, depending on the timing of the receipt of the Purchase Amount from the Purchaser, be allocated between one or more tiers of available Tokens that may have different Purchase Prices Per Token and applicable Lock-Up Restrictions in the “Summary of the Terms” contained herein. Unless otherwise agreed, the Company will use reasonable efforts to allocate Tokens to the Purchaser based on the best available Purchase Price Per Token (which may, however, have other less desirable commercial terms as compared to other tiers of Tokens which have a higher Purchase Price Per Token);
- (e) THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY;
- (f) OTHER THAN AS SET OUT IN THE INFORMATION MATERIALS, THE TOKENS DO NOT REPRESENT OR CONFER ANY OWNERSHIP RIGHT OR STAKE, SHARE, SECURITY, OR EQUIVALENT RIGHTS, OR ANY RIGHT TO RECEIVE FUTURE REVENUE SHARES, INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER FORM OF PARTICIPATION IN OR RELATING TO THE PROTOCOL, THE COMPANY OR ANY AFFILIATE OF THE COMPANY. THE TOKENS ARE NOT INTENDED TO BE A LOAN CONTRACT, CURRENCY, SECURITY, COMMODITY OR ANY KIND OF FINANCIAL INSTRUMENT; and
- (g) WITH RESPECT TO THE INFORMATION MATERIALS, THE PROTOCOL, THIS AGREEMENT AND THE TOKENS, THE COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, 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.

PURCHASER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT THE RIGHTS PURCHASED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS REFERENCED HEREIN. BY PARTICIPATING IN THIS OFFERING, PURCHASER AGREES TO BE BOUND BY THIS AGREEMENT AND THE DOCUMENTS REFERENCED HEREIN IN ALL RESPECTS.

3. Events

- (a) **Payment of Purchase Amount.** The Purchaser shall make full payment of the Purchase Amount to the Company’s Nominated Wallet Address (as defined in the table set out above) within four (4) calendar days of the date hereof.
- (b) **Purchase and Sale.** Purchaser hereby agrees to purchase that number of Purchased Tokens (as defined in the “Summary of the Terms” contained herein) for an aggregate purchase price equal to the Purchase Amount, each as set forth above (subject to transaction fees and gas cost). The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept or reject the Purchaser’s investment in whole or in part, along with this Agreement for any reason and for no reason. Without limiting any of the foregoing, the valid execution of this Agreement shall be conditioned upon the following terms being met: (i) Purchaser’s completion of the purchase commitment process on the online platform maintained by OpenDeal Broker, providing technical services which allow the online hosting of the Company’s offering; (ii) Purchaser’s delivery of the Purchase Amount to an account maintained for the benefit of the Company’s offering by Bitpay, in the manner and method provided in the Company’s offering disclosures; and (iii) the Company counter-signing this Agreement. For the avoidance of doubt, the Company may round the number of Purchased Tokens set forth above to the

nearest eighteenth decimal place.

- (c) **Payment.** Purchaser covenants and agrees to pay the Purchase Amount to the Company on or about the Date of this Agreement, and in any case no later than three (3) business days after the Date of this Agreement. Purchaser acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this Agreement and the Tokens in the event that Purchaser does not deliver to the Company its signature page to this Agreement or the Purchase Amount, in each case within three (3) business days of the Date of this Agreement.
- (d) **Purchaser Qualification.** Purchaser acknowledges and agrees that it is required to meet certain requirements in order to participate in this offering, including the Purchaser's residency and citizenship requirements, as well as compliance with the Token Terms and Conditions. Purchaser acknowledges and agrees that, in the event the Company determines that Purchaser does not meet the Company's requirements for purchasers hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, this Agreement and the Tokens, notwithstanding Purchaser's compliance with the Token Terms and Conditions, delivery of the Purchase Amount to the Company, or that the Company may have delivered a signature page to this Agreement.
- (e) **Form of Payment.** The Company agrees to accept payment for the Purchase Amount via (i) wire transfer during the Early Access Sale (as defined in the Information Materials) or the first day of the Offering Period (as defined in the Information Materials), or (ii) Bitcoin (BTC), Ether (ETH), or USD Coin (USDC); provided that the Company may elect to accept other methods or forms of payment on an as-converted to U.S. dollars basis in its sole discretion and subject to BitPay's support of such digital assets. The applicable exchange rate for any transaction will be determined at the time the transaction is submitted on the Offering Website by the Purchaser. The U.S. dollar exchange rate for any of the foregoing cryptocurrencies shall be determined using the BitPay Best Bid rate and non-USD fiat currencies shall be determined in accordance with reasonable and accepted market practices will also be subject to certain transaction fees including gas costs or miner fees if paying in cryptocurrency. To avoid such variable exchange rate, you may pay with USDC. Payments in cryptocurrency and digital assets will be processed through BitPay. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. BitPay will determine the BBB exchange rate directly from the cryptocurrency exchanges with which BitPay has relationships at the time a BitPay Invoice is generated for the Purchaser by BitPay when the Purchaser initiates a payment. The then applicable BBB Rate Lock as reflected in the BitPay Invoice will remain available to the Purchaser for fifteen (15) minutes, and the Company is guaranteed to receive the exact amount of fiat currency used to generate the BitPay invoice once a successful payment is made by the Purchaser. Once the BBB Rate Lock lapses, the Purchaser must manually generate a new BitPay Invoice reflecting a new applicable BBB exchange rate. To avoid such variable exchange rate and any applicable transaction fees, you may pay with USDC.
- (f) **Processing of Payment.** Payments made in cryptocurrency and digital assets will be processed through BitPay. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. Proceeds denominated in US Dollars in connection with purchases will be placed into an account maintained for the benefit of the Company's Offering by BitPay, and held on behalf of the Company until the close of the offering. All funds will be released to the Company from time to time as Purchaser's Closing Requirements (as defined in the Private Placement Memorandum) are confirmed to be satisfied after the close of the offering.
- (g) **Token Integration Event.** If there is a Token Integration Event prior to the Deadline Date (as defined in the table set out above), the Company shall, within no later than two (2) calendar months following the Token Integration Event enable the Purchaser to begin retrieving the Purchased Tokens for use on the Protocol in accordance, where applicable, with the Company obtaining any relevant approvals from any relevant Governmental Authorities. In connection with, as a condition to, and prior to the issuance or transfer of any Purchased Tokens by the Company to the Purchaser pursuant to this Clause 3(b) the Purchaser shall:

- i. execute and deliver to the Company any and all other documents related to this Agreement as are requested by the Company, including, without limitation, verification of its identity, source of funds, and residency under the applicable securities Laws and tax reporting and beneficial ownership status; and
 - ii. if not already provided, provide to the Company a network address to which the Purchaser's Tokens shall be delivered following the Token Integration Event.
- (h) **Dissolution Event.** Upon the occurrence of a Dissolution Event prior to (i) the Deadline Date, or (ii) the transfer of any Tokens pursuant to Clause 3(g), the Company shall pay, after the payment of all other creditors, an amount equal to the Purchase Amount (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 SAFTs (collectively, the “**SAFT Parties**”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the SAFT 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 SAFT Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each SAFT 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.
- (i) **Deadline Date.** If the Token Integration Event has not occurred on or before the Deadline Date the Company shall make payment to the Purchaser from the available assets of the Company that remain lawfully available applying Clause 3(h) *mutatis mutandis*.
- (j) **Subsequent SAFTs and Further Token Sales.** The Company may offer and sell SAFTs and/or Tokens in multiple rounds at different times and on different terms and conditions. If the Company issues a subsequent SAFT prior to the expiration or termination of this Agreement, the Company is under no obligation to provide the Purchaser with any notice thereof, copies of any documentation relating to such subsequent SAFT, or any additional information related to such subsequent SAFT, whether or not reasonably requested by the Purchaser. For the avoidance of doubt, in the event the Purchaser determines that the terms and conditions of the subsequent SAFT are preferable to the terms and conditions of this Agreement, the Company is under no obligation to amend and restate this Agreement to be similar or identical to the subsequent SAFT. Any unsold Tokens at the time of Token Integration Event shall initially be retained by the Company and can thereafter be dealt with by the Company in its sole and absolute discretion.
- (k) **Adjustment by the Company.** Notwithstanding anything to the contrary contained herein, the Company may determine in its sole and absolute discretion at any time prior to the Token Integration Event to not transfer all or any of the Purchased Tokens to the Purchaser and shall in such event repay to the Purchaser the relevant portion of the Purchase Amount in the currency in which it was received by the Company from the Purchaser.
- (l) **Return of Funds; Rejected Transactions.** If the Offering does not close for any reason or a subscription is rejected by the Company, the Purchase Amount less any applicable transactions fees and gas cost and, in certain circumstances, will be returned to the Purchaser. Separately, the Company reserves the right to discontinue accepting any type of consideration in its sole discretion. Further, if the Offering does not close for any reason or a subscription is rejected by the Company, or this Agreement is terminated pursuant to this Agreement, and if payment was made in the specifically approved cryptocurrency or digital assets, a refund of the Purchase Amount will be made in the cryptocurrency used for the original purchase using the applicable USD to cryptocurrency exchange rate in effect at the time the refund is

sent, 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). If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital assets, a refund of the Purchase Amount will be made in the cryptocurrency used for the original purchase using the applicable USD to cryptocurrency exchange rate in effect at the time the refund is sent, 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. For the avoidance of doubt, Purchasers will not have the right to terminate this Agreement at any time. Gas costs and miner fees paid in the original subscription will not be refunded.

4. Company Representations and Warranties

The Company hereby represents and warrants to the Purchaser that:

- (a) the Company is a private company limited by shares duly organized, validly existing and in good standing under the laws of the Republic of Singapore;
- (b)
- (c) the execution, delivery and performance by the Company of this Agreement is, to the Company's knowledge, within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be transferred to the Purchaser, has been duly authorized by all necessary actions on the part of the Company;
- (d) this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other Laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;
- (e) it is not acting directly or indirectly on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Asset Control ("**OFAC**"); and
- (f) it is not insolvent and is able to pay its debts as and when they fall due.

5. Purchaser Representations, Warranties and Covenants and Acknowledgement of Risk Factors

The Purchaser hereby represents, warrants and covenants to, and agrees with, each of the Company Parties to the matters set out in Annexure 1 to this Agreement and has read and fully understood Annexure 2 (Risk Disclosures: Certain Risk Factors) to this Agreement and the representations and warranties set forth in the Information Materials.

6. Procedures for Purchase

The Purchaser shall comply with the procedures set forth in Exhibit A attached hereto.

7. Indemnification

The Purchaser does hereby to the fullest extent permitted by applicable Law indemnify, defend and hold the Company Parties 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 the Purchaser, or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser in this Agreement or in any other document furnished by

the Purchaser to any of the foregoing in connection with this transaction, or (ii) any action instituted by or on behalf of the Purchaser against any Company Party that is finally resolved by judgment against the Purchaser or in favor of a Company Party. The remedies provided in this Clause 7 shall be cumulative and shall not preclude the assertion by any Company Party of any other rights or the seeking of any other remedies against the Purchaser. This indemnification shall survive any disposition of the Purchaser's Tokens.

8. Limitation of Liability

To the fullest extent permitted by applicable Law (i) in no event will any Company Party 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 Agreement, the Tokens or the use of the Protocol, 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 aggregate liability of the Company Parties, whether in contract, tort or other legal or equitable claim, arising out of or relating to this Agreement, the Tokens or the use of the Protocol exceed the amount the Purchaser pays to the Company hereunder.

9. Miscellaneous

- (a) This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them. This Agreement is one of a series of similar instruments entered into by the Company from time to time. Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Purchaser.
- (b) Any notice required or permitted by this Agreement shall be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- (c) The Purchaser is not entitled, as a counterparty to this Agreement or as a holder of Tokens, to vote or receive dividends or be deemed the holder of any right, title, interest and/or membership interest of the Company for any purpose, nor shall anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a member of 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.
- (d) The Purchaser must at all times remain the only person who has control over the Purchaser's 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 the Purchaser with respect to the Protocol and the Tokens. The Purchaser 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 Protocol. If the Purchaser transfers any such private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Protocol to any third party, the Purchaser does so at its own risk and the Company shall not be held responsible for any loss the Purchaser may suffer as a result of third parties accessing the Purchaser's private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Protocol. In the event that the Purchaser is 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 Protocol and/or if the Purchaser is unable to provide login or identifying credentials to the Company and/or if the private key file or password respectively become lost or stolen, the Purchaser may lose all of the Tokens, access to the use of the Protocol and/or the access to the Purchaser's digital wallet. For the avoidance of doubt, the Company is under no obligation to recover or replace any such lost or stolen Tokens or the access to the use of the Protocol and the Purchaser understands and agrees that all Token purchases are non-refundable and therefore the Purchaser shall not receive any amount of currency or other compensation for any Tokens purchased and/or lost for whatever reason. Failure to use the Protocol correctly and/or to follow the Company's procedures as

may be made available from time to time may result in the Purchaser not receiving any Tokens, losing access to the use of the Protocol or losing some or all of the amounts paid in exchange for Tokens, regardless of the purchase date.

- (e) Neither this Agreement nor the rights contained herein may be assigned or transferred, by operation of law or otherwise, by either party without the prior written consent of the other; and provided, further, that the Company may assign or transfer this Agreement in whole, without the consent of the Purchaser, to any Company Party or otherwise in connection with a reorganization to change the Company's (or such Company Party's) domicile.
- (f) In the event any one or more of the provisions of this Agreement is 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 this Agreement operate or would prospectively operate to invalidate this Agreement 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, this Agreement 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.
- (g) All rights and obligations hereunder shall be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of such jurisdiction. The parties submit to the non-exclusive jurisdiction of the courts of the State of Delaware and any courts competent to hear appeals from those courts. Any claim or dispute arising under this Agreement will take place on an individual basis without resort to any form of class or representative action (the "***Class Action Waiver***"). THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. Regardless of anything else in this Agreement to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator, and the Purchaser acknowledges that this Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this Agreement.
- (h) The Purchaser shall, and shall cause its Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be requested by the Company to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement, including, without limitation, to enable the Company or the transactions contemplated by this Agreement to comply with applicable Laws.
- (i) The Company may determine, from time to time and in its sole and absolute discretion, that it is necessary to obtain certain information about the Purchaser and its Affiliates in order to comply with applicable Laws in connection with the Purchaser's entry into this Agreement and its subsequent holding of Tokens. The Purchaser agrees to provide the Company with such information promptly upon request, and the Purchaser acknowledges and accepts that the Company may refuse to accept the Purchaser's application until the Purchaser provides such requested information and the Company has determined that it is permissible for the Company to accept the Purchaser's application and receive the Purchase Amount from the Purchaser under applicable Law. The Company further reserves the right to request identification documentation from the Purchaser and its Affiliates at any time. In the event that the Purchaser 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 this Agreement and shall be entitled to specifically refuse any presentation of Tokens by the Purchaser to the Company or any other Company Party. In the event that the Purchaser, directly or indirectly, sells, assigns, transfers, conveys or otherwise disposes of any Tokens it does hereby covenant with the Company to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Company at the request of the Company from time to time.

- (j) The Purchaser hereby consents to the Company transferring the Purchaser's personal data to any Company Party for processing and to recipients in countries which do not provide the same level of data protection as the State of Delaware. The Company and each other Company Party may use the Purchaser's information for any purpose they determine including, without limitation, for administration, marketing, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes. The Company and each other Company Party may further disclose the Purchaser's information to any of their respective service providers, agents, relevant custodians or similar third parties for any reason and such persons may keep the Purchaser's information for any period of time permitted by applicable Law. The Purchaser does hereby consent to the Company and any other Company Party disclosing any of the Purchaser's information which they hold to any Governmental Authority or prosecuting authority for any reason and without notice to the Purchaser. The Purchaser hereby acknowledges and agrees to hold the Company and each other Company Party harmless in respect of any disclosure of information by such persons in accordance with this Agreement. For the avoidance of any doubt, the Company and each other Company Party shall not be liable to the Purchaser or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure.
- (k) The Company Parties shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement, including without limitation, launching the Protocol or consummating the TIE.
- (l) The Purchaser hereby acknowledges and agrees that for the purposes of applicable Law each Company Party not a party to this Agreement is an intended third-party beneficiary under this Agreement. However, the parties to this Agreement may rescind or vary this Agreement (including, without limitation, any variation so as to extinguish or alter a third party's entitlement to enforce any provisions of this Agreement) without the consent of any such third party.
- (m) Each party to this Agreement acknowledges that Ketsal PLLC, U.S. legal counsel to the Company has represented solely the Company, and not the Purchaser or any shareholder, director or employee of the Purchaser in the preparation of this Agreement.
- (n) All communications from the Company to the Purchaser and all information and other material supplied by the Company to the Purchaser which is marked "confidential" or is by its nature intended to be confidential and any information concerning the matters with respect to this Agreement shall be kept confidential by the Purchaser unless the Purchaser is compelled to disclose such information pursuant to applicable Law.
- (o) This Agreement may be terminated:
 - i. with the written consent of the parties;
 - ii. by the Company upon notice in writing to the Purchaser in the event the Company determines in its sole and absolute discretion that applicable Law prohibits or renders illegal the sale of Tokens pursuant to this Agreement;
 - iii. by the Company upon notice in writing to the Purchaser if at any time (a) the Purchaser is in breach of any of its obligation pursuant to this Agreement, or (b) there is an inaccuracy in any of the representations or warranties given hereunder by the Purchaser; or
 - iv. by the Company upon notice in writing to the Purchaser in the event that the Purchaser fails to make full payment of the Purchase Amount to the Company within four (4) calendar days of the date hereof.
- (p) Upon termination of this Agreement by the Company for any reason, and without prejudice to any other rights or remedies the Company may have against the Purchaser, all of the Purchaser's rights under this

Agreement shall immediately terminate and the Purchaser shall not be entitled to (i) a refund of any Purchase Amount paid, or (ii) the transfer, or further transfer, of any Tokens.

- (q) Without limitation of anything else in this Agreement, the Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, developing and launching the Company's technology, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest or instability; (iv) health pandemic; (v) changes to applicable law; or (vi) action by any Governmental Authority.
- (r) Clauses 1, 2, 3(c), 3(d), 3(e), 5, 7, 8 and 9 shall survive the termination or completion of this Agreement.
- (s) This Agreement may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument. Any signature delivered by any form of electronic transmission shall be deemed an original and create a valid and binding obligation of the executing party with the same force and effect as a physically delivered signature.

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

ACCEPTED AND AGREED TO:

OASYS PTE. LTD.

By: _____
An Authorized Representative

Name: [name]

Email: [email]

PURCHASER:

Name of Purchaser: _____

By: _____

Name: _____

Email: _____

EXHIBIT A

PROCEDURE FOR ENTRY INTO THIS AGREEMENT

- (1) Review this Agreement and the Information Materials in detail and seek your own legal, tax and financial advice.
- (2) Following the above you will be provided with a final form of the Agreement for execution which includes your contact information and agreed further particulars. We may also request certain information from you to confirm your (i) personal or corporate identity; (ii) source of funds; and (iii) your eligibility to enter into a SAFT with the Company and to acquire Tokens.
- (3) Execute and deliver the Agreement electronically or execute the Agreement in paper form and deliver your signed copy of the Agreement to the Company by reply email in accordance with the relevant instructions provided by the Company or OpenDeal Broker.
- (4) Once the 'know your client' (KYC) and 'anti-money laundering' (AML) processes are completed and the Company has determined to enter into the Agreement with you, the Company shall countersign the Agreement and deliver a copy to you with payment instructions via email and/or phone.
- (5) U.S. Persons will, in addition, be required to represent to the Company that they are an Accredited Investor and take any additional reasonable steps required by the Company or its agents to verify status as an Accredited Investor.
- (6) Pay the Purchase Amount to the Company within seven (7) calendar days of the executed Agreement being provided to you by the Company.
- (7) Tokens shall be delivered as specified in the Agreement to your nominated network address.

SCHEDULE 1

LIST OF RESTRICTED JURISDICTIONS

- Algeria
- Afghanistan
- Bangladesh
- Belarus
- Bolivia
- Cambodia
- Cote D'Ivoire
- Cuba
- Congo
- Democratic Republic of Congo (D.R.C.)
- Democratic People's Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Ecuador
- Egypt
- Indonesia
- Iraq
- Islamic Republic of Iran
- Kyrgyzstan
- Luhansk People's Republic (LNR) region of Ukraine
- Macedonia
- Morocco
- Myanmar
- Nepal
- Ontario, Canada
- Pakistan
- Palestinian Territory
- People's Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Turkey
- Vietnam
- Any jurisdiction in which the entry into this Agreement 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

FURTHER PARTICULARS

THE SAFTS AND THE TOKENS BEING SOLD HEREUNDER INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE PURCHASERS WHO CAN BEAR THE LOSS OF THEIR ENTIRE PURCHASE SHOULD ENTER INTO A SAFT AND ACQUIRE THE TOKENS. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

Neither the SAFTs nor the Tokens being sold hereunder have been registered or qualified under the securities Laws of any jurisdiction anywhere in the world. It is being offered and sold only in jurisdictions where such registration or qualification is not required, including, without limitation, pursuant to applicable exemptions that generally limit the purchasers who are eligible to (i) enter into a SAFT and that restrict its transfer, assignment or resale; and/or (ii) acquire Tokens and that restrict their transfer, assignment or resale. The SAFTs and the Tokens may not be offered, sold, assigned or otherwise transferred, pledged or hypothecated except as permitted pursuant to the provisions of (i) the SAFT; and (ii) applicable Law.

The SAFTs and the Tokens are not regulated by any central bank, or other Governmental Authority. The Company provides no representation as to the legal status of the SAFTs or the Tokens in any jurisdiction. The Company does not provide investment advice with regard to the entry into a SAFT or the purchase of the Tokens. The entry into a SAFT and the issuance or transfer of the Tokens shall be subject to the Purchaser's acceptance and execution of the relevant legal disclosures and agreements in connection therewith. It is the Purchaser's sole responsibility to seek professional advice prior to entering into a SAFT with the Company or acquiring Tokens from the Company.

NOTICE TO RESIDENTS OF THE BRITISH VIRGIN ISLANDS

NO INVITATION IS MADE HEREUNDER TO THE PUBLIC IN THE BRITISH VIRGIN ISLANDS TO (I) ENTER INTO ANY SAFT WITH THE COMPANY; OR (II) ACQUIRE ANY TOKENS FROM THE COMPANY. NO SALE OF TOKENS SHALL BE MADE TO THE PUBLIC IN THE BRITISH VIRGIN ISLANDS.

NOTICE TO U.S. PERSONS

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ACCORDINGLY, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT. IN ADDITION, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE STATE SECURITIES OR BLUE SKY LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO PURCHASER IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE SECURITIES MAY ONLY BE PURCHASED BY PERSONS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH PURCHASER IN THIS AGREEMENT AND THE OTHER INFORMATION PROVIDED BY PURCHASER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE AGREEMENT, ANY PRIVATE PLACEMENT MEMORANDUM OR ANY OF THE OTHER MATERIALS PROVIDED BY THE COMPANY (COLLECTIVELY, THE “OFFERING MATERIALS”) OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR’S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR’S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY’S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS “ESTIMATE,” “PROJECT,” “BELIEVE,” “ANTICIPATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT’S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY’S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE INFORMATION CONTAINED IN THE OFFERING MATERIALS MAY CHANGE OR VARY AFTER THE LAUNCH DATE. THE COMPANY UNDERTAKES TO MAKE AVAILABLE TO EVERY INVESTOR DURING THE COURSE OF THIS TRANSACTION AND PRIOR TO SALE OF SECURITIES THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY APPROPRIATE ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THE OFFERING MATERIALS.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

ANY INTERESTS 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. NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO UNLESS SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

NOTICE TO RESIDENTS OF ALL OTHER JURISDICTIONS

NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFER, SALE, POSSESSION OR DISTRIBUTION OF THE SAFT, THE TOKENS OR ANY RELATED DOCUMENTS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. YOU ARE REQUIRED TO INFORM YOURSELF ABOUT, AND TO OBSERVE ANY RESTRICTIONS RELATING TO, THE SAFT, THE TOKENS AND ANY RELATED DOCUMENTS IN YOUR JURISDICTION.

GENERAL NOTICE

THE SALE OF THE TOKENS IS NOT UNDERWRITTEN. THE SALE PRICE OF THE TOKENS IS SUBJECT TO CHANGE AND HAS BEEN ARBITRARILY SET BY THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE TOKENS SHALL BE SOLD.

NEITHER THE SAFT NOR THE TOKENS HAVE BEEN APPROVED OR DISAPPROVED BY ANY GOVERNMENTAL AUTHORITY, NOR HAS ANY SUCH GOVERNMENTAL AUTHORITY REVIEWED THIS DOCUMENT FOR ACCURACY OR COMPLETENESS. BECAUSE THE SAFTS AND THE TOKENS HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR ASSIGNABILITY, TRANSFERABILITY OR RESALE. EACH PROSPECTIVE PURCHASER SHOULD PROCEED ON THE ASSUMPTION THAT THEY MUST BEAR THE ECONOMIC RISKS OF THE ENTRY INTO THE SAFT AND THE ACQUISITION OF THE TOKENS FOR AN INDEFINITE PERIOD, SINCE THE SAFT AND THE TOKENS MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER APPLICABLE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE TOKENS AND THERE CAN BE NO ASSURANCE THAT ANY MARKET SHALL DEVELOP IN THE FUTURE OR THAT THE TOKENS SHALL BE ACCEPTED FOR INCLUSION ON ANY TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE, UNDER ANY SECURITIES LAWS, THE TOKENS PURCHASED PURSUANT HERETO. ACCORDINGLY, THE SALE, ASSIGNMENT, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE TOKENS WHICH ARE PURCHASED PURSUANT HERETO MAY BE RESTRICTED BY (I) THIS AGREEMENT, AND/OR (II) APPLICABLE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OR CITIZENSHIP OF THE PURCHASER OR ITS JURISDICTION OF INCORPORATION OR OPERATION). THE SALE PRICE OF THE TOKENS IS SUBJECT TO CHANGE AND HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

CERTAIN INCOME TAX CONSIDERATIONS

THE PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR PURCHASE, AND THE PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS AGREEMENT IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO THE PURCHASER. THE PURCHASER SHOULD BE AWARE THAT THEIR LOCAL TAX AUTHORITIES MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY THE COMPANY AND THAT CHANGES TO THE APPLICABLE LAWS, REGULATIONS OR RULINGS OR COURT DECISIONS AFTER THE DATE OF THIS AGREEMENT MAY CHANGE THE ANTICIPATED TAX TREATMENT TO THE PURCHASER. THE COMPANY WILL NOT OBTAIN ANY RULING WITH REGARD TO THE TAX CONSEQUENCES OF THE ENTRY INTO THIS AGREEMENT OR THE PURCHASE OF TOKENS.

THE TAX TREATMENT OF THIS AGREEMENT AND THE DISTRIBUTION OF TOKENS IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR THE PURCHASER. THE ENTRY INTO OF

THIS AGREEMENT AND THE PURCHASE OF TOKENS PURSUANT HERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO THE PURCHASER, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. THE PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE TAX TREATMENT OF THE ENTRY INTO OF THIS AGREEMENT AND THE PURCHASE OF TOKENS PURSUANT HERETO.

ANNEXURE 1

Purchaser Representations, Warranties and Covenants

The Purchaser hereby represents, warrants and covenants to, and agrees with, each of the Company Parties that:

- (a) the Purchaser is not a Prohibited Person.
- (b) except in the case where the Purchaser is a natural person, that it is duly organised, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation.
- (c) neither (i) the Purchaser, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the voting equity securities of the Purchaser (in accordance with Rule 262 of the Securities Act) is subject to of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act (a “Purchaser Event”), and there is no proceeding or investigation pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a Purchaser Event.
- (d) neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“*OFAC*”), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the Effective Date, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (a) has conducted thorough due diligence with respect to all of its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners’ funds; and (c) will retain evidence of those identities, any source of funds and any due diligence.
- (e) the Purchaser has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder and has read and fully understood the Company’s Privacy Notice annexed at Schedule 3 of this Agreement.
- (f) The Purchaser has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its contribution pursuant to this SAFT and any Tokens issued pursuant thereto and is able to bear the risks thereof.
- (g) this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other Laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.
- (h) the execution, delivery and performance of this Agreement shall not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice of (i) any provision of the Purchaser’s organizational documents, if applicable; (ii) any provision of any judgment or order to which the Purchaser is a party, by which the Purchaser is bound, or to which any of the Purchaser’s material assets are subject; (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound; or (iv) any Laws applicable to the Purchaser.
- (i) the Purchaser hereby represents that (i) it has satisfied itself as to the full observance of applicable Law in connection with its entry into this Agreement, including (x) the legal requirements within its jurisdiction for the entry into this Agreement and the acquisition of the Tokens, (y) any foreign exchange restrictions applicable to such purchase or exchange, and (z) any Governmental Authority or other consents that may need to be obtained; (ii) the Purchaser has consulted with, and is relying solely upon the advice of, its own

advisors relating to the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, exchange, sale or transfer of, as relevant, this Agreement and the Tokens; and (iii) the Purchaser's subscription and payment for this Agreement, continued beneficial ownership of this Agreement, exchange for Tokens or continued beneficial ownership of the Tokens will not violate any applicable securities or other Laws of the Purchaser's jurisdiction.

- (j) the Purchaser hereby represents that (i) it has satisfied itself as to the full observance of applicable Law in connection with its entry into this Agreement, including (x) the legal requirements within its jurisdiction for the entry into this Agreement and the acquisition of the Tokens, (y) any foreign exchange restrictions applicable to such purchase or exchange, and (z) any Governmental Authority or other consents that may need to be obtained; (ii) the offer and sale of the SAFTs is being made in compliance with Rule 506 of Regulation D to only "accredited investors" as that term is defined in Rule 501 of Regulation D; (iii) the Purchaser has consulted with, and is relying solely upon the advice of, its own advisors relating to the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, exchange, sale or transfer of, as relevant, this Agreement and the Tokens; and (iv) the Purchaser's subscription and payment for this Agreement, continued beneficial ownership of this Agreement, exchange for Tokens or continued beneficial ownership of the Tokens will not violate any applicable securities or other Laws of the Purchaser's jurisdiction; (v) the Tokens to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same; (vi) the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, Transfer or grant participations to such Person or to any third Person, with respect to this SAFT or any of the Tokens; and (vii) the Purchaser has not been formed for the specific purpose of acquiring the Tokens. The Purchaser agrees to resell any Tokens that it receives only in accordance with this Agreement, Securities Act Rule 144, the provisions of Regulation S under the Securities Act, pursuant to registration under the Securities Act, or pursuant to an available exemption therefrom, and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act.
- (k) The Purchaser hereby represents that:
 - a. The Purchaser has been advised that this SAFT is a security in the United States, and that the offers and sales of this instrument have not been registered under the Securities Act and, therefore, cannot be resold except in compliance with the Securities Act. The Purchaser is purchasing this SAFT for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time; and
 - b. Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act (i.e., among others, (a) a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his or her purchase exceeds \$1,000,000, (b) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those two years and has a reasonable expectation of reaching the same income level in the current year, (c) a corporation, limited liability company or partnership having total assets in excess of \$5,000,000 that was not formed for the purpose of purchasing the Interests pursuant to this SAFT, or (d) otherwise meets the requirements for an "accredited investor" under Regulation D promulgated by the Securities and Exchange Commission under the Securities Act). The Purchaser has accurately and completely completed the accredited investor verification process required by the Company.
- (l) The Purchaser has been advised that, to the extent applicable, Rule 144 promulgated under the Securities Act, which permits certain limited sales of unregistered securities, is not presently available with respect to this SAFT and any Tokens Receivable issued pursuant thereto and in any event requires that this SAFT and

any Tokens Receivable issued pursuant thereto generally be held for a minimum of one (1) year after any SAFT purchase or any Tokens have been purchased and paid for (within the meaning of Rule 144), before it may be resold under Rule 144 (the “Restricted Period”).

- (m) the Purchaser 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 jurisdiction identified in Schedule 1 of this Agreement.
- (n) the Purchaser will not transfer, directly or indirectly, any Tokens acquired hereunder to any Prohibited Person or any person or entity controlling, controlled by or under common control with such a person.
- (o) the Purchaser will not transfer directly or indirectly any of its Tokens to any person unless the proposed transferee has made the same representations and warranties as set out herein.
- (p) the Purchaser agrees and accepts that the Company may enforce any transfer restrictions under the Agreement with stop orders, restrictive legends, KYC procedures and similar means. The Purchaser acknowledges and agrees that the Company may file voluntarily or as required by applicable law, a suspicious activity report (“SAR”) or any other information with governmental and law enforcement agencies that identify transactions and activities that the Company reasonably determines to be suspicious, or is otherwise required by law. The Purchaser acknowledges that the Company is prohibited by law from disclosing to third parties, including the Purchaser, any SAR filing itself or the fact that a SAR has been filed. The Purchaser understands and agrees that, even if the Company is not obligated to comply with any specific anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.
- (q) the Purchaser understands that the Tokens may be deemed to bear any one or more of the following legends:
 - (i) any legend required by the securities laws of any state to the extent such laws are applicable to the Tokens represented by the certificate so legended, and (ii): the following legend (and even without such legend the following restrictions apply):
 - a. THE TOKENS HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING THE TOKENS, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, IN ACCORDANCE WITH REGULATION S OF THE ACT, OR IF THE COMPANY RECEIVES AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT.
 - b. THE TOKENS MAY NOT BE USED IN HEDGING TRANSACTIONS UNLESS IN COMPLIANCE WITH THE ACT AND ALL SUCH APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE OR IN ACCORDANCE WITH REGULATION S OF THE ACT.
 - c. Any legend required by the applicable jurisdiction in which the Tokens are sold, including Canadian securities laws and applicable foreign or state “blue sky” securities laws, rules and regulations.
- (r) the Purchaser understands that, in connection with any proposed transfer, the Company may require an opinion of counsel in form and substance satisfactory to the Company to the effect that any such proposed transfer or resale of the Tokens is in compliance with the Securities Act and any applicable state or foreign securities laws. Purchaser hereby agrees that, to enforce the restrictions set forth in this SAFT, the Company may impose technological and other restrictions on the Wallet and the Tokens deliverable hereunder.
- (s) the Purchaser has been advised that this Agreement may constitute a security within its jurisdiction of

residence and that the offers and sales of this Agreement and the Tokens to be transferred hereunder have not been registered under any country's securities Laws and, therefore, cannot be resold except in compliance with (i) this Agreement, and (ii) applicable Laws.

- (t) the Purchaser is entering into this Agreement for its own account, not as a trustee, nominee, representative or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.
- (u) the Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.
- (v) the Purchaser has read and fully considered and understands the Information Materials and this Agreement and that the Purchaser has evaluated the Purchaser's investment in the light of the Purchaser's financial condition and resources.
- (w) THE PURCHASER ACKNOWLEDGES, AGREES AND ASSUMES ALL RISKS ASSOCIATED WITH THIS AGREEMENT AND THE TOKENS INCLUDING, WITHOUT LIMITATION, THOSE RISKS DISCLOSED IN ANNEXURE 2 (RISK DISCLOSURES: CERTAIN RISK FACTORS) TO THIS AGREEMENT.
- (x) the Purchaser is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to enter into this Agreement.
- (y) the Purchaser hereby acknowledges and agrees that the entry into this Agreement and the potential transfer of Tokens hereunder involve risks, all of which the Purchaser fully and completely assumes, including, without limitation, the risk that (i) the technology associated with the Protocol shall not function as intended; (ii) the Protocol shall not be completed; (iii) the Protocol shall fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Protocol may be subject to investigation and punitive actions from Governmental Authorities.
- (z) the Purchaser has significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain based software systems and the storage and transmission mechanisms associated with cryptographic tokens.
- (aa) the Purchaser accepts that (i) the Tokens shall be created and delivered to the Purchaser at the sole risk of the Purchaser on an "AS IS" and "UNDER DEVELOPMENT" basis; and (ii) the use of the Protocol by the Purchaser is also on an "AS IS" and "UNDER DEVELOPMENT" basis and there is no obligation of any kind on the Company or any Affiliate of the Company to further support and/or develop the Tokens and/or the Protocol following the Token Integration Event.
- (bb) the Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement, including, without limitation, conversations of any kind, whether through oral or electronic communication, or the Information Materials.
- (cc) THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY OR ANY OTHER PERSON, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.
- (dd) the Purchaser has no right or claim pursuant to this Agreement against any Company Party other than in the event of the Company's breach of this Agreement.
- (ee) the Purchaser waives any right it has now or may obtain in the future to participate in a class action lawsuit

or a class wide arbitration against any Company Party.

- (ff) the Purchaser will comply with all applicable tax and tax reporting obligations in the Purchaser's jurisdiction arising from this Agreement and the holding of Tokens.
- (gg) the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser.
- (hh) to the fullest extent permitted by applicable Law, the Purchaser does hereby indemnify, defend and hold the Company Parties harmless from and against any and all loss, penalty, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) with respect to any taxes (other than any net income taxes of the Company that result from the issuance or transfer of Tokens to the Purchaser pursuant to Clause 3(b) of this Agreement) associated with or arising from the Purchaser's purchase of Tokens hereunder, or the use or ownership of Tokens.
- (ii) the Company Parties retain all right, title and interest in all of their intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulas, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon.
- (jj) The Purchaser has no right to claim as a holder of Tokens any intellectual property rights, functionality or equivalent rights or any other form of participation in, or relating to, the Protocol and/or anything in relation to the Company Parties.
- (kk) the Purchase Amount is not derived from or related to any unlawful activities, including, without limitation, money laundering or terrorist financing, and that the Purchaser shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities, and all payments shall be made only in the Purchaser's name from a digital wallet or bank account not located in a restricted territory identified in Schedule 1 of this Agreement, as may be amended by the Company from time to time. Any breach of this Item (ee) of this Annexure 1 or failure to comply with this Item (ee) of this Annexure 1 (determined at the sole and absolute discretion of the Company) shall give the Company the right to refuse (i) any application made by the Purchaser for Tokens, and (ii) the transfer, or further transfer, of any Tokens to the Purchaser.
- (ll) no payment or other transfer of value, to the Company from or on behalf of the Company, and no payment or other transfer of value to the Company from or on behalf of the Company, shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC ("**OFAC Regulations**").
- (mm) no payment or other transfer of value to the Company from or on behalf of the Purchaser, is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that Money Laundering Laws may require the Company to collect documentation verifying the identity and the source of funds used to acquire the Tokens before, and from time to time after, the Effective Date.
- (nn) all payments or other transfer of value to the Company from the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Code as in effect at the time of the payment

or other transfer of value. In the event that the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the acquisition of the Tokens, the Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (ii) employs one or more individuals on a full-time basis, (iii) maintains operating records related to its banking activities, (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

- (oo) the Company may run any check or enquiry with any third party providers and the Purchaser waives any privacy or other rights in connection therewith and acknowledge that any breach of this representation by the Purchaser shall entitle the Company to terminate this Agreement with immediate effect, including, without limitation, and in addition to any other action the Company may take, the restriction of access to the Tokens and/or the Protocol.
- (pp) the Purchaser shall promptly respond and fully collaborate with all requests made by the Company in connection with its, or third parties’, ‘know your client’, tax reporting and anti-money laundering policies and that any breach or failure to comply with this Item (gg) of this Annexure 1 (determined at the sole and absolute discretion of the Company) shall give the Company the right refuse any application by the Purchaser.
- (qq) the use of the Tokens, the development of the Protocol by its owner and the Company’s operations may cease in one or more jurisdictions in the event that the actions of any Governmental Authority or changes of Laws make it unlawful or commercially undesirable to continue to do so.
- (rr) although the Tokens may be tradeable, they are not, and in no case may be understood, deemed, interpreted or construed to be or to be representative of, any kind of (i) currency, legal tender, means of payment, money or deposit, whether fiat or otherwise, nor any substitute for such currency, legal tender, money or deposit; (ii) investment (whether secured or unsecured), equity interest, proprietary interest, economic right (including any kind of right to payment, income, dividend, profit, or other return, or any sums to be paid, or likely to be paid, out of such), share or similar interest in or claim against any person, asset, entity, organization, scheme, venture or project (including the Company or any other Company Party); (iii) equity, debt or hybrid instrument, security, collective investment scheme, managed fund, financial derivative, futures contract, deposit, commercial paper, negotiable instrument, investment contract, note, bond, warrant, certificate or instrument entitling the holder to interest, dividends or any kind of return, nor any other financial instrument; (iv) right, title, interest or benefit whatsoever in whole or in part, in Company or any other Company Party or any assets related to them, other than the right to use the Tokens as a means to enable usage of, and interaction with and within, the Protocol if successfully completed and deployed; or (v) any commodity that any person is obliged to redeem or purchase.
- (ss) any Token terms and conditions, as issued by the Company from time to time (the “**Token Terms and Conditions**”) shall apply with respect to the Tokens transferred hereunder and that in the event of any inconsistency between this Agreement and the Token Terms and Conditions, this Agreement shall prevail to the extent of any such inconsistency.
- (tt) the Token Terms and Conditions may be varied at any time by the Company in its sole and absolute discretion and that all such variations that are notified to the Purchaser by the Company in writing shall apply as if expressly incorporated into this Agreement, the necessary changes having been made.
- (uu) the Purchaser’s participation pursuant to this Agreement is distinct from a sale of Tokens by the Company governed only by the Token Terms and Conditions insofar as certain provisions of the Token Terms and Conditions may be amended as specified herein, but otherwise all other provisions of the Token Terms and Conditions apply to the Purchaser as a buyer of Tokens.
- (vv) the Company and/or any third party service provider selected by the Company may provide the Purchaser (or the Purchaser’s designated agents) statements, reports, and all other communications relating to (A) the Company; (B) the Purchaser’s entry in this Agreement; and (C) the Purchaser’s acquisition of the Tokens

(collectively, the “*Company Information*”), in electronic form, such as through a file attached to an email sent to the email address provided by the Purchaser or over a private internet site in lieu of or in addition to sending such Company Information as hard copies via facsimile or mail. If the Company Information is made available over the internet, the Purchaser may be notified of its availability through an email sent to the email address provided by the Purchaser. The Purchaser agrees that all Company Information provided to the Purchaser via email notification or website will be deemed to have been good and effective delivery to the Purchaser when sent or posted, regardless of whether the Purchaser actually or timely receives or accesses such Company Information. Email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. Each of the Company and any third party service provider reserves the right to intercept, monitor and retain emails messages to and from its systems to the fullest extent permitted by applicable Law. The Company’s entry into this Agreement is conditioned on the Purchaser’s consent to electronic delivery of Company Information. The Purchaser agrees that it is solely responsible for notifying the Company in writing of any change in the Purchaser’s email address and that the Company may not seek to verify or confirm the Purchaser’s email address as provided.

- (ww) it is bound by any affirmation, assent or agreement that the Purchaser (or any of the Purchaser’s designated agents) transmits to the Company or its affiliates by computer or other electronic device, including internet, telephonic and wireless devices.
- (xx) when the Purchaser (or any of the Purchaser’s designated agents) clicks on an “I Agree,” “I Consent,” or other similarly worded button or entry field whereby my mouse, keystroke or other device, the Purchaser’s agreement or consent will be legally binding and enforceable against the Purchaser and will be the legal equivalent of the Purchaser’s (or any of the Purchaser’s designated agents) handwritten signature on an agreement that is printed on paper.
- (yy) this Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them.
- (zz) WITH RESPECT TO THE INFORMATION MATERIALS, THE PROTOCOL, THIS AGREEMENT AND THE TOKENS, THE COMPANY SPECIFICALLY DOES NOT REPRESENT AND WARRANT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, 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 TOKENS OR THE PROTOCOL ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS OR THE PROTOCOL WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT TOKENS OR THE DELIVERY MECHANISM THE FOR TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE REPRESENTATIONS AND WARRANTIES OF THE PURCHASER CONTAINED IN THIS AGREEMENT AND ANY OTHER INSTRUMENT PROVIDED BY THE PURCHASER TO THE COMPANY IN CONNECTION HERewith ARE TRUE, ACCURATE AND NOT MISLEADING AS OF THE DATE OF THIS AGREEMENT OR SUCH INSTRUMENT, AS RELEVANT, AND SHALL BE DEEMED TO HAVE REAFFIRMED ON ALL SUCH OTHER DATES AS THE PURCHASER CONTINUES TO HOLD ANY TOKENS.

ANNEXURE 2

Risk Disclosures: Certain Risk Factors

AN INVESTMENT IN A SAFT INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE PURCHASERS SHOULD CONSIDER CAREFULLY THE RISKS DESCRIBED HEREIN, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT AND THE INFORMATION MATERIALS BEFORE MAKING AN INVESTMENT DECISION. THE FOLLOWING RISKS ENTAIL CIRCUMSTANCES UNDER WHICH, THE BUSINESS, FINANCIAL CONDITION, RESULTS OR OPERATIONS AND PROSPECTS OF THE COMPANY COULD SUFFER. THE FOLLOWING IS NOT AN EXHAUSTIVE LIST AND DOES NOT NECESSARILY REFLECT THE RELATIVE IMPORTANCE OF THE VARIOUS RISKS FACTORS.

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 PROTOCOL 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 COMPANY DOES NOT REPRESENT OR WARRANT THAT TOKENS OR THE PROTOCOL ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS OR THE PROTOCOL WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT TOKENS, THE PROTOCOL OR THE DELIVERY MECHANISM THE FOR TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

A significant amount of further work may be required in order for the Company to generate the Tokens and for the owner of the Protocol to enable integration of the Tokens into the Protocol 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 or, as relevant, the owner of the Protocol. The success of the Tokens and the Protocol is reliant upon the Company, the owner of the Protocol and their respective Affiliates (i) securing (as relevant) regulatory approval for the creation of the Tokens; (ii) securing regulatory approval (as relevant) for the integration of the Tokens into the Protocol; (iii) raising sufficient resources to fund the ongoing development of the Tokens and the Protocol; and (iv) complying with ongoing funding, reserve and/or regulatory requirements (as relevant) related to the proposed creation and operation of the Tokens and the Protocol (collectively, the “Regulatory and Funding Requirements”).

There is a significant risk that the Tokens and the Protocol do not develop as envisaged herein. The Information Materials reflect the Company’s current intention with respect to the development of the Tokens and the Protocol, including as to such matters as the scale and scope of the envisaged activities, the jurisdictions in which the various operations will be based, the jurisdictions in which they may operate and the jurisdictions in which their customers are based. 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 Tokens and the Protocol 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 Tokens even if there are material changes to the scale, scope, business lines, operations and any other characteristics of the Tokens and/or the Protocol 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 Tokens and/or the Protocol. 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.

The Company is developing the Tokens to be used with respect to the Protocol. Upon the Token Integration Event the Company will covenant with holders of Tokens to, subject to applicable law and on a best-efforts basis, accept their duly presented Tokens in exchange for privileges and other benefits related to such Tokens from time to time on the Protocol.

The precise terms of the privileges and other benefits of the Tokens will be determined by the owner/operator(s) of the Protocol in its sole and absolute discretion from time to time. Such privileges and benefits will initially be determined by the Company on or around the Token Integration Event and may be amended thereafter by the owner of the Protocol 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 Company. Any such determination or amendment shall not be a breach of the terms of the SAFTs or the Tokens.

The Protocol 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 Protocol is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the Protocol shall be at your own risk. In no event shall the Company or the owner of the Protocol 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 Protocol or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the Protocol or the integration of the Tokens into the Protocol.

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.

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. No guarantee that Tokens will be released: The Company is issuing the SAFTs in part to facilitate the ongoing development of the Tokens. Many factors could influence the success of the Company in developing the 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 Tokens. The Company may change its plans for issuing the 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 Tokens. If the Token Integration Event does not occur or for other reasons the Company does not issue the Tokens as planned, investors will not receive some or all of their Tokens. The Company has sole discretion to determine when, or if, the Token Integration Event occurs.
- b. 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 Protocol, each of which is dependent on many factors, including many outside the Company’s control. If the Token Integration Event does not occur by the Deadline Date then the SAFTs will terminate in accordance with the provisions set out in each SAFT.
- c. 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 Protocol, in the event that the Company is unable to retain suitable Developers for an ongoing period of time.
- d. 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. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements at any time, acting in its sole discretion.

- e. 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.
- f. 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, the Company is not responsible for any loss of Tokens that may occur.
- g. The Company is not licensed to conduct a virtual currency business in New York and do not currently intend to become licensed in any other state. The Company has 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: The Company is not licensed to conduct a virtual currency business in New York or any other state. The Company has, however, taken the position that the State of New York's BitLicense Regulatory Framework does not apply to 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 the Company were deemed to be conducting an unlicensed virtual currency business in New York, the Company could be subject to significant additional regulation and/or regulatory consequences and/or be required to no longer make 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 OAS Tokens, including its further development, or the value of the OAS Tokens and/or could cause us to cease operations in New York or any other states requiring a license for our activity.

- h. The Company is not registered as a money transmitter or money services business, and the Company's business may be adversely affected if it is required to do so: The Company believes that the Company is not a money transmitter or money services business in the United States. Further, the Company does not generally or specifically target U.S. Persons (as defined under the Securities Act) or residents to be users of the OAS Tokens. If the Company were deemed to be a money transmitter and/or money services business, the Company would be subject to significant additional regulation and costs. This could lead to significant changes with respect to operations of the OAS Tokens, suspensions in the operation of the OAS Tokens or certain of its components, including portions of the Oasys Protocol, changes in how the OAS 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 OAS Tokens. It could also lead to a decrease in value of OAS Tokens. In addition, a regulator could take action against us if it views our activity regarding the OAS Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the OAS Tokens and/or could cause the Company to cease operations in certain states or nationwide.
- i. Risk of OAS Tokens Being Deemed a Futures Contract or Swap: Given the time period between the close of this Offering and delivery of the OAS 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. The Company believes that this risk is generally a latent one that is mitigated by the Company's obligation to deliver OAS Tokens shortly after the Token Integration Event to Purchasers who represent and warrant that they are Oasys Protocol users not purchasing with speculative intent and who are otherwise prohibited from transferring the SAFT or OAS Tokens before the OAS Token is launched.
- j. Risk of Unfavorable 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 Protocol or its smart contract system and, therefore, may result in substantial modifications to the Protocol 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 Protocol 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 Protocol and Tokens. Regulatory actions could negatively impact the Protocol 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 Protocol 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 Protocol and increase legal costs.
- iii. The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the Protocol, 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 Protocol could be enacted, which could impact the utility of the Tokens in the Protocol. Additionally, users of the Protocol 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 Protocol and the Tokens, including the utility of Tokens with respect to the Protocol.
- iv. 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 Protocol and/or the Company’s ability to issue the Tokens.
- k. Risk of Alternative, Unofficial Protocols: Following the issue of the Tokens and the continued development of the Protocol, it is possible that alternative applications or Protocols could be established, which use the same or similar open source code and protocol underlying the Protocol. The Tokens may have no intrinsic value with respect to such alternative applications. The Protocol may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the Protocol and the Tokens.
- l. Token Integration Risk and Risk of Insufficient Interest in the Protocol: There are no guarantees as to the timing of the Tokens being integrated into the Protocol or the release of the Protocol, each of which is dependent on many factors, including many outside the Company’s control. The Protocol may not be owned, operated or controlled by the Company. Further, it is possible that the Protocol will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the Protocol. Such a lack of interest could negatively impact the Tokens and the Protocol.
- m. Operating History: The Company has no operating history and will be operating in an evolving industry that may not develop as expected. A significant amount of further work is required in order to create the Tokens and implement the Tokens into the Protocol and much of that work is reliant on the input or consent of other persons not under the control of the Company or the owner of the Protocol. Assessing the business and future prospects of the Company is challenging in light of the risks and difficulties the Company and the owner of the Protocol 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 Protocol;
 - 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 Protocol;
 - 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.
- n. Risk that the Protocol, if ever developed, will not meet expectations: The Protocol presently is under continued development by its owner and may undergo significant changes. Any expectations or assumptions regarding the form and functionality of the Protocol or the Tokens (including participant behaviour) held by the owner of the Protocol, 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 Protocol. Moreover, the Company may not be able to retain full and effective control over how other participants will use the Protocol, what products or services will be offered through the Protocol 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 Protocol, as further developed and maintained, may not meet your expectations. Furthermore, despite our good faith efforts to assist the owner of the Protocol to develop and participate in the Protocol, it is still possible that the Protocol will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Protocol and Tokens, and the potential utility of the Tokens.
- o. Litigation and Third-Party Claims May Adversely Affect the Development and Adoption of the Protocol: 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 Tokens may adversely affect the Protocol. Additionally, a meritorious claim could prevent developers from accessing the most up to date Protocol code or holding or transferring their Tokens.
- p. The terms and characteristics of the Tokens can change prior to the Token Integration Event: The Company is issuing the SAFTs before the Tokens are fully developed. As is normal and expected in such a development stage, the Company may be prevented from developing the Tokens in the form contemplated at the time a SAFT was executed. Accordingly, the terms and conditions of the Tokens, and how they may operate with respect to the Protocol, may be substantially different at the time of the Token Integration Event.
- q. A SAFT is not the same as a Token: Purchasing a SAFT does not provide an investor any Tokens. It only provides investors with the right to receive Tokens pursuant to the terms described in the SAFT and Information Materials. Investors should be prepared to hold on to their SAFTs and not receive Tokens for an extended period of time.

- r. The Purchase Price of the SAFTs was Not Established on an Independent Basis: The actual value of the Tokens may be substantially less than what you pay for the rights hereunder and may be different than the purchase price of other purchasers. The purchase price of the rights hereunder bears no relationship to the Company's book or asset values or likelihood of repayment or to any other established criteria for valuing assets. Because the purchase price is not based upon an independent valuation, the purchase price may not be indicative of the proceeds that you would receive upon a commercial sale of the Tokens. Further, the purchase price may be significantly more than the price at which Tokens would trade if they were to be listed on an exchange or actively traded.
- s. The value of the Tokens will be affected by the success of the Protocol: Because the Tokens are intended for use on the Protocol, a failure by the owner of the Protocol to successfully develop and/or maintain the Protocol would negatively affect the value of the Tokens. There is no guarantee that the Protocol will develop as planned or become successful in the marketplace.
- t. 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.
- u. 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 an investor's Investment in a SAFT or holding of Tokens may also be negatively affected.
- v. Risks Associated with Development of Other Cryptoassets: The Company may not be able to retain full and effective control over how other participants will use the Oasys Protocol and as such, developers in the Oasys Protocol ecosystem may issue other tokens (fungible on non-fungible) under the Oasys architecture. While OAS Tokens ultimately underpin the operations of the Oasys Protocol, and while the Company provides the infrastructure for development, it is not responsible for the issuance of any tokens other than OAS Tokens.
- w. Inability to Fund Development or Maintenance: The Company may not be able to fund development of the Tokens while the owner of the Protocol may not be able to develop or maintain the Protocol in the manner that it was intended.
- x. 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 pursuant to the SAFT and the purchase of Tokens pursuant thereto may result in adverse tax consequences to Investors, 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.
- y. Risk of Theft and Hacking:
 - i. Smart contracts, software applications and the Protocol may be exposed to attacks by hackers or other individuals, groups, organizations or countries that interfere with the Protocol 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 Protocol and/or related Protocols 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 Protocol 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 Protocol, which could negatively affect the Protocol 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.
- z. Risk of Security Weaknesses in the Protocol: The Protocol 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.
- aa. 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 Protocol by rendering ineffective the cryptographic consensus mechanism that underpins the 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.
- bb. Risk of Lack of Adoption or Use of the Protocol: 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 Protocol lacks acceptance, use and adoption, which may have an adverse impact on the Tokens.
- cc. The Rights and the Tokens Have No Market, Liquidity or Performance History: The rights acquired hereunder and the Tokens have no market, liquidity or performance history. As such, they should be evaluated on the basis that the Company or any third party's assessment of the prospects of the Token or the Protocol may not prove accurate, and that the Company, the Tokens and the Protocol may not achieve its objectives, including the use and adoption of the Protocol and their associated blockchain applications.
- dd. 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.
- ee. Risk of Dissolution of the Protocol: It is possible that, due to any number of reasons, including development issues with the Protocol, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the Protocol 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.

- ff. Risk Associated with Licensed Third-Party Technology: The OAS Tokens are created solely for purposes of integration with the Oasys Protocol.
- gg. Risk Associated with Underlying Technology: There can be no guarantee that the technology required for operation of the Oasys Protocol 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 Oasys Protocol and may have a material adverse impact on OAS Tokens.
- hh. Risks Associated with the Overarching Blockchain Industry in Which the Oasys Protocol Operates: The growth of the blockchain industry in general, as well as the blockchain networks on which the Oasys Protocol will rely, 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 OAS Tokens.
- ii. Risk of Malfunction in the Protocol: It is possible that the Protocol malfunctions in an unfavorable way, including one that results in the loss of the Tokens.
- jj. Risk Arising from Lack of Governance Rights: Because the Tokens confer only limited governance rights with respect to the Protocol and the Company; 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 all decisions involving the Protocol including, but not limited to, decisions by the owner of the Protocol to discontinue the Protocol and to create and issue more Tokens, will be made by, as relevant, the Company or the owner of the Protocol. These decisions could adversely affect the Protocol and/or Tokens you hold.
- kk. 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 Oasys Protocol, 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 Oasys Protocol. 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 Oasys Protocol, 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 OAS Tokens.
- ll. Risks Associated with Incomplete Information regarding the Tokens and the Protocol: You will not have full access to all the information relevant to the Company, the Tokens and/or the Protocol. Neither the Company nor the owner of the Protocol are required to update you on the progress of the Protocol. 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.

- mm. **No Fiduciary Relationship:** 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.
- nn. **Changes to Token and Protocol for Legal Compliance:** 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 Protocol 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 Protocol. 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 Protocol is no longer viable.
- oo. **Regulation Risk:** 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 Protocol, the Company and the Tokens. Other countries may adopt similar approaches. Failure by the Company or users of the Protocol 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.
- pp. **Violation of Policies Risks:** Any violation of Company policies and terms and conditions of use, including misuse of the Oasys Protocol and OAS Tokens, by users and OAS Token holders, may result in unforeseeable adverse impact to the Oasys Protocol out of the Company's control, which may in turn potentially affect the value of OAS Tokens.
- qq. **Risk of Competitors:** The Company believes that a number of organizations are or may be working to develop decentralized application systems for digital media platforms 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 Oasys Protocol 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 Oasys Protocol and OAS Tokens could decline.

- rr. **Risk of Underage Users:** In certain jurisdictions, persons under the age of 18 have the ability to repudiate or disaffirm contracts entered into by those individuals, and some of the Oasys Protocol 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 Oasys Protocol, and the distribution of OAS Tokens.

- ss. Use of Proceeds: Management expects to use the net proceeds from this offering to advance further the development of the Tokens and, directly or indirectly, the Protocol, and for working capital and other general corporate purposes. Management may also use a portion of the net proceeds to acquire, license and invest in complementary products, technologies or businesses; however, the Company currently has no agreements or commitments to complete any such transaction. However, management will have broad discretion over the use of proceeds from the SAFTs, and could spend the proceeds from the SAFT offering in ways with which investors may not agree with or that do not yield a favorable return, if at all. If management does not invest or apply the proceeds of this offering in ways that benefit the Tokens, the future value and utility of investors' Tokens may be adversely affected.
- tt. Representation by legal counsel: The Company's external counsel, Ketsal PLLC (as to matters of U.S. law), currently represents the Company in connection with the SAFT offering. Ketsal PLLC does not represent any current or prospective investors with respect to an investment in a SAFT or the Tokens. No separate counsel has been engaged by the Company to represent any current or prospective investors with respect to an investment in a SAFT or the Tokens. Ketsal PLLC may be removed as counsel by the Company at any time without the consent of, or notice to, investors. In addition, Ketsal PLLC does not undertake on behalf of or for the benefit of investors to monitor the compliance of the Company with applicable laws.
- uu. Company Retains Exclusive Rights: 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 Protocol 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 Protocol and the Tokens.
- vv. Tokens issued to U.S. Persons are being offered and sold in compliance with Regulation D under the U.S. Securities Act, and will be "restricted securities" within the meaning of SEC Rule 144(a)(3) under such Act. Accordingly, they may not be resold except pursuant to registration under the U.S. Securities Act or an available exemption from registration. In this connection, the prospective purchaser represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Act.
- ww. Risk of Abandonment / Lack of Success: The creation and issuance of the Tokens and Protocol may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the Protocol is partially or fully developed and launched, you will receive any benefits through the Tokens.
- xx. Risk Associated with Markets for Tokens: To the extent that any third parties ascribe an external exchange value to the Tokens, such value may be extremely volatile and diminish to zero. You should not enter into this Agreement or seek to acquire Tokens as an 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 on an investment basis. You further acknowledge that any funds you consider to be invested in the Tokens will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity.
- yy. Risks Associated with Verse Builder Trust: The Oasys Protocol optimistic rollups establish the network through trust in two factors (i) the Verse Builder that operates the Verse-Layer, and (ii) fraud-proof by the Appointed Verifier. The Verse Builder is reliant on the trust of its users. It is possible that there will be limited or reduced trust in Verse Builders operating the Verse-Layer on the Oasys Protocol. Such lack of trust could negatively impact the success of the Oasys Protocol and could lead to a decrease or complete loss in the value of OAS Tokens.
- zz. Risks Associated with Issuance of Additional Tokens: Additional OAS Tokens may be issued in the future in the event the Oasys Protocol ecosystem collectively determines it is in the best interest of the Oasys Protocol to do so. If such event occurs, the value of OAS Tokens may be adversely impacted, and an OAS Token holder's token holding may also be diluted as a result.

- aaa. Risks Associated with Cross-Chain Bridging: Because the Oasys Protocol allows for cross-chain bridging of certain non-OAS cryptoassets, users may be exposed to security vulnerabilities completely outside of the Company's control in cross-chain mechanisms, which could indirectly adversely impact the success of the Oasys Protocol and the value of OAS Tokens. Only cross-Verse bridges will be officially supported by the Company.
- bbb. Risks Associated with Single Point of Failure: The Company has one sole owner and director and 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 but are instead contractors. As a result, there is a heightened risk of a single point of failure if the Company's sole owner and director is unable to fulfill such duties.
- ccc. 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 Oasys Protocol. If the Company 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 Oasys Protocol. In addition, if any of our key personnel, including our sole director, retires or otherwise leaves the Company, the Company 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 the Company cannot attract and retain qualified personnel or effectively implement appropriate succession plans, it could have a material adverse impact on the operations of the Oasys Protocol, as well as the business and financial condition of the Company. The Company does not maintain key-person life insurance policies on our key personnel.
- ddd. Risks Associated with Contractual Relationships: The Company has one sole owner and director, and all other services are provided to the Company pursuant to contractor relationships, where persons performing material functions for the Company are not employees of the Company but are instead contractors. The Company relies heavily on contractors to perform many significant and material functions of the Company. In the event that any of the contractors cease to provide services to the Company, the Company may not be able to fully operate or execute on its strategic and/or business objectives.
- eee. 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.

ADDENDUM C
TERMS AND CONDITIONS OF THE OAS TOKENS

Oasys Pte. Ltd.
(the “Company”)

Token Terms and Conditions

Last Updated: November 2022

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

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

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

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

CLAUSE 1. DEFINITIONS

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

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

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

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

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

“Company” means Oasys Pte. Ltd., a Singaporean private company limited by shares, 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 the Company in connection with the Tokens from time to time.

“Oasys Protocol” means the blockchain protocol developed by the Company on which the Token operates.

“Parties” means the Company and You.

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

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

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

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

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

or other technical workaround to effect such transaction and avoid detection within a Prohibited Jurisdiction);

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

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

"Token" means the Company's cryptographic tokens built on the Oasys Protocol, known as OAS tokens, as described further in the Information Materials and which shall operate in connection with the Oasys Protocol. Initially, 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 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 <https://oasys.games/> (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 Oasys Protocol.
- 2.4. By purchasing Tokens and/or using the Oasys Protocol, You are confirming to the Company that You have fully read, understand and irrevocably accept these T&Cs. If You do not agree with these T&Cs in general or any part of them or have not checked the requisite boxes – after registration fields are completed – acknowledging Your review and acceptance of these T&Cs, You are not permitted to use the Oasys Protocol or purchase Tokens from the Company, any Affiliate of the Company or from any third party.
- 2.5. For the avoidance of doubt, any acceptance of Your offer to purchase Tokens from the Company or any Affiliate of the Company is conditional upon the Company's satisfaction that You have passed all the Company's relevant anti-money laundering, know your client and other checks relating to Your qualifications to purchase Tokens. In the event that Your offer is rejected by the Company or any Affiliate of the Company, the cryptocurrencies submitted will be returned to You in the original fiat currency or cryptocurrency in which they were received.
- 2.6. You do hereby acknowledge and agree that (i) it is possible that the Oasys Protocol will not be used by a large number of businesses, individuals, and other organizations and (iii) there will be limited public interest in the Oasys Protocol and that such lack of interest could negatively impact the Tokens and the Oasys Protocol.

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 OASYS PROTOCOL INCLUDING, WITHOUT LIMITATION, THOSE IDENTIFIED IN CLAUSE 6 OF THESE T&Cs AND IN THE INFORMATION MATERIALS.
- 3.2. TOKENS ARE INTENDED TO BE MARKETING, 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 THE COMPANY, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE COMPANY AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE COMPANY. HOWEVER, WITHOUT LIMITATION TO THE ABOVE, THE COMPANY RESERVES ALL RIGHTS WITH RESPECT TO PURSUING ANY FORM OF DECENTRALIZED GOVERNANCE SHOULD IT SO DETERMINE THAT DOING SO WOULD BE IN THE BEST INTERESTS OF THE HOLDERS OF TOKENS FROM TIME TO TIME.
- 3.5. THE COMPANY RESERVES THE RIGHT TO CANCEL ANY TOKEN PURCHASE AT ANY TIME IN THE COMPANY'S SOLE AND ABSOLUTE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE COMPANY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD OR OTHER ILLEGAL ACTIVITY.
- 3.6. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS, WHILE OTHER JURISDICTIONS MAY REQUIRE THE COMPANY AND/OR THE TOKENS TO BE LICENSED, REGISTERED, AUTHORISED OR OTHERWISE REGULATED. THE TOKENS MAY BE DEEMED TO BE SECURITIES FOR PURPOSES OF SECURITIES LAWS IN VARIOUS JURISDICTIONS SUCH THAT THE OFFER OR SALE OF TOKENS BY THE COMPANY IN SUCH JURISDICTIONS MAY REQUIRE REGISTRATION OR OTHER STEPS TO BE TAKEN WITH THE RELEVANT REGULATORY AUTHORITIES IN THOSE JURISDICTIONS OR FOR AN EXEMPTION FROM SUCH REGISTRATION OR OTHER STEPS BEING A REQUIREMENT. NO SUCH STEPS HAVE BEEN TAKEN BY THE COMPANY NOR HAS ANY SUCH RELEVANT EXEMPTION BEEN CONFIRMED. SOME OTHER JURISDICTIONS HAVE OR MAY HAVE BEEN EXCLUDED FROM THE TOKEN SALE FOR OTHER REASONS, AS DETERMINED BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION. PERSONS (NATURAL OR LEGAL) WHO ARE A RESIDENT OR TAX RESIDENT, HAVE A DOMICILE IN OR OTHERWISE HAVE A RELEVANT CONNECTION WITH ANY PROHIBITED JURISDICTION ARE EXCLUDED FROM

PARTICIPATING IN THE TOKEN SALE AND POSSESSING AND USING ANY TOKEN. TOKENS MAY NOT BE MARKETING, 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 OASYS PROTOCOL 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 OASYS PROTOCOL, SUCH PURPORTED ACTIVITY IS VOID AND OF NO FORCE OR EFFECT.

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

CLAUSE 4. GENERAL

- 4.1. These T&Cs are effective and binding on You, and the covenants, representations and warranties set out herein are repeated, each time You use the Tokens for any purpose or use or access the Oasys Protocol or use or access any software on or through the Oasys Protocol.
- 4.2. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the Oasys Protocol if You are a Prohibited Person.
- 4.3. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the Oasys Protocol if You are a U.S. Person, except that you may perform such activities if you are an Accredited Investor.
- 4.4. The Company may change, modify, amend, alter or supplement these T&Cs (each an "**Amendment**") at any time in order to reflect (i) changes to Applicable Law that may be, or which may otherwise become, applicable to the Tokens, (ii) any developments that may otherwise reasonably be capable of materially adversely impacting the Tokens or their offering by the Company; or (iii) as the Company may in good faith deem advisable to protect the reputation of the Company, or the effective operation of the Oasys Protocol.

- 4.5. Your continued use of the Tokens and/or the Oasys Protocol after any such Amendment shall constitute Your consent to such Amendment and acceptance of the amended T&Cs (including the Information Materials). If the Company changes, amends, modifies, alters or supplements these T&Cs (including any of the Information Materials), the Company shall publish on the Website such amended version of these T&Cs and/or the Information Materials reflecting such Amendment. The revised T&Cs will be effective from the date of posting on the Website or such other date as indicated in the amended T&Cs. You waive any right You may have to receive specific notice of such Amendment. If You do not agree to the T&Cs in effect when You access or use the Oasys Protocol, You must stop using the Oasys Protocol.
- 4.6. These T&Cs and the Oasys Protocol, and all content herein, therein or thereon, do not (i) constitute an offer or solicitation to sell shares, securities or any other regulated financial product in any jurisdiction in which such an offer or solicitation is prohibited; and (ii) constitute a sale of newly created virtual assets to the public under Applicable Laws. None of the information or analyses presented herein, therein or thereon are intended to form the basis for any investment decision.
- 4.7. Subject to Applicable Laws, the Company, in its respective sole and absolute discretion, to refuse to deliver the Tokens You have purchased. In order to seek compliance with (or to seek to mitigate the impact of) any Applicable Law or any other laws, statutes, ordinances, rules, regulations, judgments, injunctions, orders, treaties, administrative acts or decrees of any nation or Governmental Authority, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any Governmental Authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization believed the Company to apply to or affect the Company, the Token Sale, the Oasys Protocol or the Tokens, the Company may in their sole and absolute discretion take such steps as they consider necessary or convenient to comply with such matters (which may include, without limitation, the termination of any or all Tokens). In addition, the Company may take such steps as they consider necessary or convenient where they believe or suspect the Tokens may be used, trafficked or applied in the attempted furtherance of money laundering, terrorist financing, tax evasion or other unlawful activity or where the Company believes the Oasys Protocol is no longer viable.
- 4.8. In circumstances where (i) the Company or any Affiliate of the Company is seeking compliance with (or seeking to mitigate the impact of) any law, regulation, regulatory guidance or policy, governmental statement, decree, order or judicial decision of any jurisdiction, court or authority believed by the Company to apply to or affect the Company or any Affiliate of the Company, the business of the Company or any Affiliate of the Company or the Tokens, or (ii) the Company believes the Oasys Protocol is no longer viable, then the Company may in its sole and absolute discretion (iii) cancel all or any Tokens and terminate all obligations of the Company in respect of the Tokens, and/or (iv) amend or vary any obligation of the Company in respect of one or more Tokens.
- 4.9. The Website may contain forward-looking statements, which can be identified by the fact that they do not relate strictly to historical or current facts and may include such words as “may,” “will,” “expect,” “intend,” or other expressions of similar meaning, including statements with respect to use of proceeds of any sale of Token, usage of the Tokens and Oasys Protocol 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 Oasys Protocol.

CLAUSE 5. REPRESENTATIONS AND WARRANTIES; COVENANTS

5.1. You represent and warrant that:

- (i) You are not a Prohibited Person;
- (ii) You are either (A) not a U.S. Person or (B) if a U.S. Person you are an Accredited Investor;
- (iii) You have legal capacity in the jurisdiction where You are a resident and are able to agree and enter into these T&Cs voluntarily and meet all other eligibility and residency requirements, including:
 - a. You have full power, authority and capacity to comply with these T&Cs; and
 - b. You enter into these T&Cs based on Your own independent judgement and on advice from independent advisers (as applicable).
- (iv) You are fully able and legally competent to access and use the Oasys Protocol as well as to enter into and comply with these T&Cs (including Clause 5.2 below);
- (v) You will not violate any Applicable Law or any other agreement to which You are a party by entering into these T&Cs or to comply with these T&Cs, including all conditions, obligations, affirmations, representations and warranties set forth herein;
- (vi) You will not: (A) directly or indirectly transfer to any U.S. Person any such Tokens; (B) offer or sell such Tokens in the U.S.; or (C) directly or indirectly transfer such Tokens if you have actual or constructive knowledge that the transferee may intend to resell the Tokens in the U.S. or to a U.S. Person;
- (vii) You will not acquire and will not transfer any Tokens within or engage (except as specifically authorized by the Company) in any activity relating to the sale, distribution or any other use of Tokens in any Prohibited Jurisdiction or with any Prohibited Person;
- (viii) You will not transfer directly or indirectly any of Your Tokens to any Person unless the proposed transferee has made the same representations and warranties as set out herein;
- (ix) You have all necessary and relevant experience and knowledge to interact or transact with cryptocurrencies, cryptographic tokens, the Oasys Protocol and Blockchain-based systems, have a full understanding of the relevant frameworks of the foregoing, and have obtained sufficient information about the Company, the Oasys Protocol 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 Oasys Protocol 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 Oasys Protocol or Tokens for any illegal or unlawful activity, including, but not limited to, money laundering and the financing of terrorism;
- (xv) You have not entered or agreed to enter into these T&Cs in reliance of any warranty or representation except those specifically set forth in these T&Cs and You acknowledge and agree that the Company does not make and expressly disclaims all representations and warranties, express, implied or statutory;
- (xvi) the funds You use to purchase Tokens are not the proceeds of any criminal, unlawful or illegal activity or money laundering or terrorist financing activity, each as interpreted in the broadest terms;
- (xvii) the Tokens You purchase will not be used to facilitate any criminal, unlawful or illegal activity or to perform any money laundering or terrorist financing activity, each as interpreted in the broadest terms or otherwise in contravention of any Applicable Laws;
- (xviii) You do not seek to purchase Tokens for any unlawful purpose, and in particular that:
 - a. You purchase the Tokens only for the purposes expressly set out and permitted by these T&Cs,
 - b. You purchase the Tokens without any expectation of profit, dividend, capital gain, financial yield or any other return, payment or income of any kind;
 - c. You purchase the Tokens without any reliance on the efforts of the Company, or any third party;
 - d. Your participation in connection with any initiatives with the Token Sale, such as bonuses (if these are implemented at the Company's sole and absolute discretion), is lawful; and
 - e. all information given by You is true, complete, valid and not misleading in any respect.

- (xix) You will implement reasonable and appropriate measures designed to secure access to: (A) any device associated with You and/or utilized in connection with Your purchase of Tokens, (B) private keys to Your wallet or account and (C) email address, account and Your username, password and any other login or identifying credentials;
- (xx) You are entering into these T&Cs for Your own account and not as a trustee, nominee, representative or agent, and not with a view to, or for resale in connection with, the distribution thereof, and You have no present intention of selling, granting any participation in, or otherwise distributing the same; and
- (xxi) You will promptly notify the Company if You discover or otherwise suspect any security breaches or defects related to Your account, the Oasys Protocol or the Tokens.

5.2. You undertake and agree not to:

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

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

CLAUSE 6. RISKS OF TOKENS AND LIMITATIONS OF LIABILITIES

- 6.1. You understand and acknowledge that Tokens, Blockchain-based technologies and other associated and related technologies are not exclusively (or, as appropriate, at all) controlled by the Company and adverse changes in market forces or the technology, broadly construed, may prevent or compromise the Company's performance under these T&Cs. As such, the purchase of Tokens carries with it a number of risks. Prior to purchasing Tokens, You should carefully consider the risks listed herein and in the Information Materials and, to the extent necessary, consult an appropriate lawyer, accountant, or tax professional. If any of the risks associated with purchasing and holding of Tokens is unacceptable to You, You should not purchase Tokens. YOU ACKNOWLEDGE, AGREE AND ASSUME ALL RISKS ASSOCIATED WITH THESE T&Cs AND THE TOKENS INCLUDING, WITHOUT LIMITATION, THOSE RISKS DISCLOSED IN THE INFORMATION MATERIALS.
- 6.2. You do hereby confirm that You have read and fully understood Schedule 2 (Risk Disclosures: Certain Risk Factors) to these T&Cs and accept the risks identified therein.
- 6.3. There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology and related technologies.

CLAUSE 7. DISCLAIMER OF WARRANTIES

- 7.1. THE OASYS PROTOCOL 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 OASYS PROTOCOL AND PURCHASE OF TOKENS.
- 7.2. NONE OF THE COMPANY, THE FOUNDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE OASYS PROTOCOL, INCLUDING THAT THE OASYS PROTOCOL OR ANY SERVICES OBTAINED THROUGH THE OASYS PROTOCOL WILL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE OASYS PROTOCOL OR THE COMPANY'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR ACCESS TO OR USE OF THE OASYS PROTOCOL, INCLUDING CRYPTOCURRENCY SERVICES, ASSETS, AND ANY INFORMATION, IMAGES OR AUDIO CONTAINED OR RELATED TO THE OASYS PROTOCOL IS AT YOUR OWN RISK.
- 7.3. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION, SOFTWARE, SERVICES CONTAINED IN OR PROVIDED BY THE OASYS PROTOCOL COMPLIES WITH ANY APPLICABLE LAWS OR ACCOUNTING RULES.

- 7.4. YOU UNDERSTAND AND EXPRESSLY AGREE THAT NONE OF THE COMPANY, THE FOUNDERS OF THE COMPANY OR ANY OF THEIR RESPECTIVE AFFILIATES OR ADVISERS REPRESENTS, WARRANT OR GUARANTEES IN ANY WAY THAT TOKENS MIGHT BE SOLD OR TRANSFERRED, OR BE SALEABLE OR TRANSFERABLE, OR THERE IS AN ABILITY OR WILL BE A PROTOCOL TO EXCHANGE TOKENS FOR FIAT CURRENCIES, CRYPTOCURRENCIES OR CRYPTOGRAPHIC TOKENS, DURING OR AFTER THE TOKEN SALE. THE COMPANY FURTHER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REGULATORY OVERSIGHT OR THE USE OR SECURITY OF ANY SUCH EXCHANGE.
- 7.5. THE COMPANY DOES NOT GUARANTEE THAT THE OASYS PROTOCOL CANNOT BE DUPLICATED (EITHER IN PART OR IN FULL) BY A THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. THE COMPANY HEREBY EXPRESSLY WARNS YOU THAT YOU SHOULD NOT ENTER, USE OR PURCHASE ANY TOKEN OR TOKENS SIMILAR TO TOKENS FROM ANY SOURCES (OTHER THAN VIA THE COMPANY).
- 7.6. 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 COMPANY IS ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN THE LIABILITY OF THE COMPANY FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED TO THE FOLLOWING AT THE COMPANY'S OPTION, IN THE CASE OF SERVICES, THE SUPPLYING OF THE SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

CLAUSE 8. LIMITATION OF LIABILITY

- 8.1. Other than as specified herein, all purchases of Tokens from the Company or any Affiliate of the Company are final and non-refundable. By (i) purchasing Tokens from the Company or any Affiliate of the Company; or (ii) purchasing Tokens from any third party, You acknowledge and agree that none of the Company nor any of the founders of the Company nor any of their past, present or future Affiliates, directors, officers, employees, agents, advisers, successors or permitted assignees (collectively, each a **"Relevant Party"**) are required to (i) provide a refund for any reason other than as specified herein; (ii) ensure any liquidity for the exchange of Tokens; or (iii) ensure You receive money or any other compensation for any Token that is not used or remains unused for any reason.
- 8.2. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, none of the Relevant Parties shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, anticipated savings, profits, or loss of or damage to data, equipment, software, or goodwill, as well as personal injury, pain and suffering, and emotional distress (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), regardless of whether such loss was foreseeable, resulting from:
- (i) the use of, inability to use, or availability or unavailability of the Oasys Protocol 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 Oasys Protocol, or (B) purchase or use of Tokens;
- (vi) Your ability or inability to use the Oasys Protocol, 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 Oasys Protocol, a Force Majeure Event, communications failure, or theft, destruction or unauthorized access to the Company's records, programs, services, server, or other infrastructure relating to the Oasys Protocol;
- (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 Oasys Protocol or propose to sell Tokens;
- (viii) the release of any information You provided to the Company or any other Relevant Party;
- (ix) the resale or exchange or attempted resale or exchange of Tokens for any fiat currency, cryptocurrency or cryptographic token;
- (x) the Oasys Protocol failing to be suitable for the special or particular purpose You intend, or the failure of any images or audio contained or related to the Website or the Oasys Protocol;
- (xi) the Oasys Protocol being infected with any malicious code or viruses;
- (xii) any action stemming from, occurring due to, or otherwise related to a breach of Clause 5 above;
- (xiii) the actions or omissions of any third party payment processing entity or platform that You use to purchase Tokens, or Your inability or ability to use such platform or services; and
- (xiv) the manifestation or materialization of any risk discussed in Clause 6 herein or the Information Materials.

8.3. For the avoidance of doubt, this limitation of liability provision shall apply, with full force and effect, in perpetuity for the benefit of the Company and each other Relevant Party, and any other entity that is or becomes the owner of the Company or the Oasys Protocol, whether such

ownership occurs through a sale, merger, other transaction or by the operation of Applicable Law.

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

CLAUSE 9. INDEMNITY

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

CLAUSE 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Subject to Clause 10.2, You acknowledge as between You and the Company that the Company has valid, unrestricted and exclusive ownership of all rights, title and interest to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property rights to and subsisting in the Oasys Protocol, Tokens and the Website. As between You and the Company, the Company is the sole and absolute owner of all intellectual property rights currently in (and modifications to) the Oasys Protocol, Tokens and the Website.
- 10.2. Except as expressly assigned in writing by the Company, all copyright and any other intellectual property of the Company, all content and other materials contained on the Oasys Protocol or within the Tokens or provided in connection with the Oasys Protocol or the Tokens, including, without limitation, the intellectual property rights for the Oasys Protocol and the Tokens and all text, graphics, visual interfaces, photographs, trademarks, logos, artwork, computer code, designs, structures, selections, methods, algorithms, coordination, and expressions (collectively the **"Company Materials"**) are the exclusive property of the Company.
- 10.3. You may not reproduce, distribute, modify, disassemble, reverse engineer, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Company Materials (the **"Prohibited Actions"**). Except as expressly set forth herein, these T&Cs do not contain any implied license and the Company expressly reserves all rights not

granted to You herein, including all rights, title and interest in the Oasys Protocol, the Tokens and any related content.

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

CLAUSE 11. THIRD-PARTY CONTENT

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

CLAUSE 12. APPLICABLE LAW

- 12.1. PLEASE READ THIS CLAUSE CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.
- 12.2. To resolve any dispute, controversy or claim between the Parties arising out of or relating to these T&Cs, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than thirty (30) days following written notification of such controversy or claim to the other Party. Notice to the Company shall be sent through the various channels made available on the Website. Notice to You shall be by email or such other means as the Company may determine from time to time in its sole and absolute discretion. Your notice must include (a) Your name, postal address, email address and telephone number, (b) a description in reasonable detail of the nature or basis of the dispute, and (c) the specific relief that You are seeking.
- 12.3. All rights and obligations hereunder shall be governed by the Laws of the British Virgin Islands, without regard to the conflicts of law provisions of such jurisdiction. The Parties submit to the non-exclusive jurisdiction of the courts of the British Virgin Islands and any courts competent to hear appeals from those courts.
- 12.4. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Company waive Your and Company's respective rights to a jury trial.

CLAUSE 13. MISCELLANEOUS

- 13.1. **Third Party Rights.** You hereby acknowledge and agree that each Relevant Party is an intended third-party beneficiary under these T&Cs (and the Company shall hold the benefit of such provisions on trust for each 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 Oasys Protocol 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 Oasys Protocol. If You transfer any such private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Oasys Protocol to any third party, You do so at Your own risk and the Company shall not be held responsible for any loss You may suffer as a result of third parties accessing Your private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Oasys Protocol. 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 Oasys Protocol and/or if You are unable to provide login or identifying credentials to the Company and/or if the private key file or password respectively become lost or stolen, You may lose all of Your Tokens, access to the use of the Oasys Protocol and/or the access to Your digital wallet. For the avoidance of doubt, the Company is under no obligation to recover or replace any such lost or stolen Tokens or the access to the use of the Oasys Protocol 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 Oasys Protocol correctly and/or to follow the Company's procedures as may be made available from time to time may result in You not receiving any Tokens, losing access to the use of the Oasys Protocol or losing some or all of the amounts paid in exchange for Tokens, regardless of the purchase date.
- 13.3. **Suspension.** Notwithstanding anything contained herein, the Company reserves the right, without notice and in its sole and absolute discretion, and to the extent possible, to suspend Your right to access the Oasys Protocol, and all related information and files without liability to You, at its sole and absolute discretion, including but not limited to, in case of Your breach of these T&Cs or if the Company believes You have committed fraud or other misconduct or are a Prohibited Person. Upon any such suspension all rights and licenses granted to You under these T&Cs will immediately terminate. In the event of any Force Majeure Event, breach of these T&Cs, or any other event that would make the operation or provision of the Oasys Protocol or related services commercially unreasonable for the Company, the Company may, in its discretion and without liability to You, with or without prior notice, and to the extent possible, suspend Your access to all or a portion of the Oasys Protocol. To the extent permitted under Applicable Law (including in the event of applicable legislation change or amendment), in the event the Company revokes or attempts to revoke Your right to use or access the Oasys Protocol the Company shall not be required to provide You with any refund whatsoever.
- 13.4. **Applicability of Securities Laws.** References to the securities laws of any country or actions in compliance with such laws shall not be deemed an admission by the Company that the Tokens are subject to regulation as securities in any jurisdiction.

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

time. In the event that You or any such Affiliate does not provide such requested information to the satisfaction of the Company (in its sole and absolute discretion) the Company shall not be bound by the provisions of these T&Cs and shall be entitled to specifically refuse any presentation of Tokens by You to the Company or any other Relevant Party. In the event that You, directly or indirectly, sell, assign, transfers, convey or otherwise dispose of any Tokens You do hereby covenant with the Company to procure that any such acquirer of Tokens shall be under equivalent obligations to provide such information to the Company at the request of the Company from time to time.

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

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

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

* * *

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

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

SCHEDULE 1

LIST OF PROHIBITED JURISDICTIONS

- Afghanistan
- Belarus
- Cote D'Ivoire
- Cuba
- Congo
- Democratic Republic of Congo (D.R.C.)
- Democratic People's Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Islamic Republic of Iran
- Luhansk People's Republic (LNR) region of Ukraine
- Myanmar
- Ontario, Canada
- People's Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Any jurisdiction in which the entry into these terms and conditions 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 COMPANY COULD SUFFER. THE FOLLOWING IS NOT AN EXHAUSTIVE LIST AND DOES NOT NECESSARILY REFLECT THE RELATIVE IMPORTANCE OF THE VARIOUS RISKS FACTORS.

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 OASYS PROTOCOL 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 COMPANY DOES NOT REPRESENT OR WARRANT THAT TOKENS OR THE OASYS PROTOCOL ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS OR THE OASYS PROTOCOL WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT TOKENS, THE OASYS PROTOCOL OR THE DELIVERY MECHANISM THE FOR TOKENS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The precise terms of the privileges and other benefits of the Tokens will be determined by the Company in its sole and absolute discretion from time to time. Such privileges and benefits may be amended thereafter by the Company 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 Company. Any such determination or amendment shall not be a breach of the terms of the Tokens.

Nothing herein prevents new cryptographic tokens that are interoperable with the Oasys Protocol from being developed and distributed in the future. Where so created, the precise terms of the privileges and other benefits of these distinct tokens will be determined by the Company in its sole and absolute discretion from time to time.

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 Oasys Protocol and all related software are experimental. The Oasys Protocol 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 Oasys Protocol is free of defects, vulnerabilities, merchantable, fit for a particular purpose or non-infringing. Any use of the

Oasys Protocol 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 Oasys Protocol or its operation or use or be under any obligation to support, develop or otherwise maintain or promote the use of the Oasys Protocol or the integration of the Tokens into the Oasys Protocol.

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 services 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 Oasys Protocol, in the event that the Company is unable to retain suitable Developers for an ongoing period of time.
- b. **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.
- c. **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.
- d. **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.
- e. **Risk of Unfavorable 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 Oasys Protocol or its smart contract system and, therefore, may result in substantial modifications to the Oasys

Protocol 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 Oasys Protocol 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 Oasys Protocol and Tokens. Regulatory actions could negatively impact the Oasys Protocol 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 Oasys Protocol 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 Oasys Protocol and increase legal costs.
 - iii. The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the Oasys Protocol, is subject to a variety of federal, state and international laws and regulations, including those with respect to “know your 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 Oasys Protocol could be enacted, which could impact the utility of the Tokens in the Oasys Protocol. Additionally, users of the Oasys Protocol 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 Oasys Protocol and the Tokens, including the utility of Tokens with respect to the Oasys Protocol.
 - iv. The Company 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 Oasys Protocol and/or the Company’s ability to issue the Tokens.
- f. Risk of Alternative, Unofficial Platforms: Following the issue of the Tokens and the continued development of the Oasys Protocol, it is possible that alternative applications or platforms could be established, which use the same or similar open source code and protocol underlying the Oasys Protocol. The Tokens may have no intrinsic value with respect to such alternative applications. The Oasys Protocol may compete with these alternative, unofficial token-based applications, which could potentially negatively impact the Oasys Protocol and the Tokens.
- g. Token Integration Risk and Risk of Insufficient Interest in the Oasys Protocol: There are no guarantees as to the timing of the Tokens being integrated into the Oasys Protocol or the release of the Oasys Protocol, each of which is dependent on many factors, including many outside the Company’s control. The Oasys Protocol is not owned, operated or controlled by the Company. Further, it is possible that the Oasys Protocol will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the Oasys Protocol. Such a lack of interest could negatively impact the Tokens and the Oasys Protocol.

- h. **Diverse Use of Digital Assets; Decreased Adoption.** As a new asset and technological innovation, the digital asset industry is subject to a high degree of uncertainty and digital assets are used by market participants for various purposes. Tokens created and disseminated with respect to the Oasys Protocol may be intended to be used in connection with a specific service or product developed by the Oasys Protocol. However, there is no guarantee that holders of Tokens will continue to use Tokens for such purposes or that any Token will maintain its value in the long term. A lack of expansion, or a decrease, in usage of the Token could adversely impact the short-term or long-term value of the Token.
- i. **No 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 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 Oasys Protocol;
 - 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 Oasys Protocol;
 - 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.
- j. **Risk that the Oasys Protocol, as Developed, Will Not Meet Expectations:** The Oasys Protocol presently is under continued development by the Company and may undergo significant changes. Any expectations or assumptions regarding the form and functionality of the Oasys Protocol or the Tokens (including participant behavior) held by 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 Oasys Protocol. Moreover, the Company may not be able to retain full and effective control over how other participants will use the Oasys Protocol, what products or services will be offered through the Oasys Protocol 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 Oasys Protocol, as further developed and maintained, may not meet your expectations. Furthermore, despite the Company's good faith efforts to develop and participate in the Oasys Protocol, it is still possible that the Oasys Protocol will experience malfunctions or otherwise fail to be adequately

maintained, which may negatively impact the Oasys Protocol and Tokens, and the potential utility of the Tokens.

- k. **Litigation and Third-Party Claims May Adversely Affect the Development and Adoption of the Oasys Protocol:** 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 Tokens may adversely affect the Oasys Protocol. Additionally, a meritorious claim could prevent developers from accessing the most up to date Oasys Protocol code or holding or transferring their Tokens.
- l. **The value of the Tokens will be affected by the success of the Oasys Protocol:** Because the Tokens are intended for use on the Oasys Protocol, a failure by the Company to successfully develop and/or maintain the Oasys Protocol would negatively affect the value of the Tokens. There is no guarantee that the Oasys Protocol will develop as planned or become successful in the marketplace.
- m. **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.
- n. **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.
- o. **Inability to Fund Development or Maintenance:** The Company may not be able to fund development of the Tokens while the Company may not be able to develop or maintain the Oasys Protocol in the manner that it was intended.
- p. **The Company is not licensed to conduct a virtual currency business in New York and do not currently intend to become licensed in any other state.** The Company has taken the position that the New York's BitLicense Regulatory Framework does not apply to the Company's offer and sale of the Interests. It is possible, however, that the New York State Department of Financial Services could disagree with the Company's position: The Company is not licensed to conduct a virtual currency business in New York or any other state. The Company has, however, taken the position that the State of New York's BitLicense Regulatory Framework does not apply to the offer and sale of the Interests.

It is possible that the New York State Department of Financial Services could disagree with the Company's position. If the Company 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 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 OAS Tokens, including its further development, or the value of the OAS Tokens and/or could cause us to cease operations in New York or any other states requiring a license for the Company's activities.

- q. The Company is not registered as a money transmitter or money services business, and the Company's business may be adversely affected if the Company is required to do so: The Company believe that the Company is not a money transmitter or money services business in the United States. Further, the Company does not generally or specifically target U.S. Persons (as defined under the Securities Act) or residents to be users of the OAS Tokens. If the Company were deemed to be a money transmitter and/or money services business, the Company would be subject to significant additional regulation and costs. This could lead to significant changes with respect to operations of the OAS Tokens, suspensions in the operation of the OAS Tokens or certain of its components, including portions of the Oasys Protocol, changes in how the OAS Tokens are structured, changes in how they are issued and other regulatory or business consequences, and would greatly increase the Company's costs in creating and facilitating transactions of the OAS Tokens. It could also lead to a decrease in value of OAS Tokens. In addition, a regulator could take action against us if it views the Company's activities regarding the OAS Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the OAS Tokens and/or could cause the Company to cease operations in certain states or nationwide.
- r. Risk of OAS Tokens Being Deemed a Futures Contract or Swap: Given the time period between the close of this Offering and delivery of the OAS 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. The Company believes that this risk is generally a latent one that is mitigated by the Company's obligation to deliver OAS Tokens shortly after the Token Integration Event to Purchasers who represent and warrant that they are Oasys Protocol users not purchasing with speculative intent and who are otherwise prohibited from transferring the SAFT or OAS Tokens before the OAS Token is launched.
- s. Risks Associated with Development of Other Cryptoassets: The Company may not be able to retain full and effective control over how other participants will use the Oasys Protocol and as such, developers in the Oasys Protocol ecosystem may issue other tokens (fungible on non-fungible) under the Oasys architecture. While OAS Tokens ultimately underpin the operations of the Oasys Protocol, and while the Company provides the infrastructure for development, it is not responsible for the issuance of any tokens other than OAS Tokens. 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.
- t. Risk of Theft and Hacking:
 - i. Smart contracts, software applications and the Oasys Protocol may be exposed to attacks by hackers or other individuals, groups, organizations or countries that interfere with the Oasys Protocol 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 Oasys Protocol and/or related Oasys Protocols 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 Oasys Protocol 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 Oasys Protocol, which could negatively affect the Oasys Protocol 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.
- u. Risk of Security Weaknesses in the Oasys Protocol: The Oasys Protocol 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 Oasys Protocol interfering with the use of or causing the loss of Tokens.
- v. 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 Oasys Protocol by rendering ineffective the cryptographic consensus mechanism that underpins the Oasys Protocol 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.
- w. Risk Associated with Licensed Third-Party Technology: The OAS Tokens are created solely for purposes of integration with the Oasys Protocol.
- x. Misconduct and Errors Risks: The Company is exposed to many types of operational risk, including the risk of misconduct and errors by the Company's employees, former employees, and other third-party service providers, or by users and developers on the Oasys Protocol, 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 Oasys Protocol. 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 Oasys Protocol, 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 OAS Tokens.

- y. **Risk Associated with Underlying Technology:** There can be no guarantee that the technology required for operation of the Oasys Protocol 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 Oasys Protocol and may have a material adverse impact on OAS Tokens.
- z. **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 other general corporate purposes, regardless of whether all of the OAS 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 investors may not agree with or that do not yield a favorable return, if at all. If management does not invest or apply the proceeds of this offering in ways that benefit the OAS Tokens, the future value and utility of Purchasers' OAS Tokens may be adversely affected.
- aa. **Representation by Legal Counsel:** Certain counsel (the "Law Firm") represents the Company sole with respect to the specific matters as 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 investment guidelines and procedures set forth in this Memorandum, nor does the Law Firm monitor compliance by the Company and/or its affiliates with applicable laws, unless in each case the Law Firm has been specifically retained to do so. The Law Firm does not investigate or verify the accuracy and completeness of information set forth in this Memorandum concerning the Company. Furthermore, the Law Firm is not providing any advice, representation, warranty, or other assurance of any kind as to any matter to any prospective purchasers of the SAFTs. No separate counsel has been engaged by the Company to represent any purchasers with respect to a purchase of the SAFTs.

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 OAS 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 OAS Tokens.

- bb. **Risk of Lack of Adoption or Use of the Oasys Protocol:** 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 Oasys Protocol lacks acceptance, use and adoption, which may have an adverse impact on the Tokens.
- cc. **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.

- dd. Risk of Dissolution of the Oasys Protocol: It is possible that, due to any number of reasons, including development issues with the Oasys Protocol, the failure of business relationships, lack of public interest, lack of funding, or competing intellectual property claims, the Oasys Protocol 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.
- ee. Risk of Malfunction in the Oasys Protocol: It is possible that the Oasys Protocol malfunctions in an unfavorable way, including one that results in the loss of the Tokens.
- ff. Risk Arising from Lack of Governance Rights: Because the Tokens confer only limited governance rights with respect to the Oasys Protocol; 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 Oasys Protocol including, but not limited to, decisions by the Company to discontinue the Oasys Protocol and to create and issue more Tokens, will be made by, as relevant, the Company. These decisions could adversely affect the Oasys Protocol and/or Tokens You hold.
- gg. Violation of Policies Risks: Any violation of Company policies and terms and conditions of use, including misuse of the Oasys Protocol and OAS Tokens, by users and OAS Token holders, may result in unforeseeable adverse impact to the Oasys Protocol out of the Company's control, which may in turn potentially affect the value of OAS Tokens.
- hh. Risk of Competitors: The Company believes that a number of organizations are or may be working to develop decentralized application systems for digital media platforms 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 Oasys Protocol 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 Oasys Protocol and OAS Tokens could decline.

- ii. Risk of Underage Users: In certain jurisdictions, persons under the age of 18 have the ability to repudiate or disaffirm contracts entered into by those individuals, and some of the Oasys Protocol 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 Oasys Protocol, and the distribution of OAS Tokens.
- jj. Risks Associated with Incomplete Information regarding the Tokens of the Oasys Protocol: You will not have full access to all the information relevant to the Company, the Tokens and/or the Oasys Protocol. The Company is not required to update you on the progress of the Oasys Protocol. 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.

- kk. Risks Related to Lack of Privity Between Holders of Tokens and Company: 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.
- ll. Risks Associated with Company's Efforts to Comply with Applicable Law: 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 Oasys Protocol 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 Oasys Protocol. 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 Oasys Protocol is no longer viable.
- mm. Risks Associated with the Potential Emergence of New Regulations: 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, may apply existing, 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 Oasys Protocol, the Company and the Tokens. Other countries may adopt similar approaches. Failure by the Company or users of the Oasys Protocol 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.
- nn. Potential lack of Oasys Protocol Viability: 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 Oasys Protocol 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 Oasys Protocol and the Tokens.
- oo. Risk of Abandonment / Lack of Success: The Tokens and Oasys Protocol may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects).

- pp. Risk Associated with Markets for Tokens: To the extent that any third parties ascribe an external exchange value to the Tokens, such value may be extremely volatile and diminish to zero. You should not seek to acquire Tokens as an 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 on an investment basis. You further acknowledge that any funds you consider to be invested in the Tokens will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity.
- qq. Risks Associated with Verse Builder Trust: The Oasys Protocol optimistic rollups establish the network through trust in two factors (i) the Verse Builder that operates the Verse-Layer, and (ii) fraud-proof by the Appointed Verifier. The Verse Builder is reliant on the trust of its users. It is possible that there will be limited or reduced trust in Verse Builders operating the Verse-Layer on the Oasys Protocol. Such lack of trust could negatively impact the success of the Oasys Protocol and could lead to a decrease or complete loss in the value of OAS Tokens.
- rr. Risks Associated with Issuance of Additional Tokens: Additional OAS Tokens may be issued in the future in the event the Oasys Protocol ecosystem collectively determines it is in the best interest of the Oasys Protocol to do so. If such event occurs, the value of OAS Tokens may be adversely impacted, and an OAS Token holder's token holding may also be diluted as a result.
- ss. Risks Associated with Cross-Chain Bridging: Because the Oasys Protocol allows for cross-chain bridging of certain non-OAS cryptoassets, users may be exposed to security vulnerabilities completely outside of the Company's control in cross-chain mechanisms, which could indirectly adversely impact the success of the Oasys Protocol and the value of OAS Tokens. Only cross-Verse bridges will be officially supported by the Company.
- tt. Risks Associated with Single Point of Failure: The Company has one sole owner and director and 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 but are instead contractors. As a result, there is a heightened risk of a single point of failure if the Company's sole owner and director is unable to fulfill such duties.
- uu. Risks Associated with Contractual Relationships: The Company has one sole owner and director, and all other services are provided to the Company pursuant to contractor relationships, where persons performing material functions for the Company are not employees of the Company but are instead contractors. The Company relies heavily on contractors to perform many significant and material functions of the Company. In the event that any of the contractors cease to provide services to the Company, the Company may not be able to fully operate or execute on its strategic and/or business objectives.
- vv. 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 Oasys Protocol. If the Company were to lose some or all of the Company's personnel, they would be difficult to replace, which in turn may present significant delays in the continued development of the Oasys Protocol. In addition, if any of the Company's key personnel, including the Company's sole director, retires or otherwise leaves the Company, the Company 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 the Company cannot attract and retain qualified personnel or effectively implement appropriate succession plans, it could have a material adverse impact on the operations of the Oasys Protocol, as well as the business

and financial condition of the Company. The Company does not maintain key-person life insurance policies on its key personnel.

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.

ADDENDUM D
PURCHASE PROCEDURES

PURCHASE PROCEDURES

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

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 investing 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.

Is there any more information I need to provide as an accredited investor?

To complete your investment, 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 investment page.

Why do I need to complete my account verification?

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

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

You can read about Republic's privacy policy [here](#), and each of the privacy policies for [Cognito](#) and [NetVerify by Jumio](#).

Failure to complete your identity verification may result in a cancellation of your investment 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 investment process. If you're investing 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 investing as an entity, we may request additional documentation or information to verify your entity and other controlling owners of that entity.

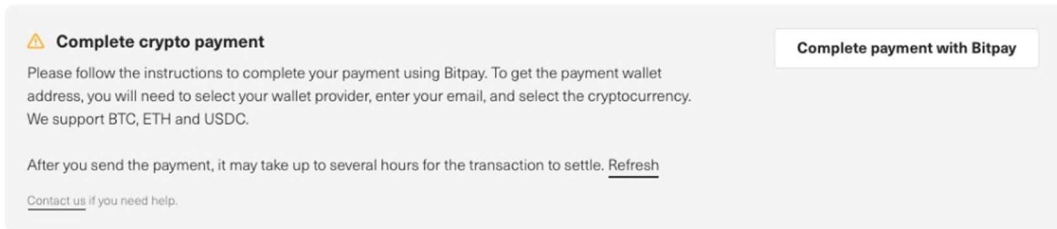
If my entity is not wholly-owned by me, will you need to verify the identity of the other owners?

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.

How do I invest with crypto payments (Bitpay)?

To invest with crypto using Bitpay, review the following steps below:

1. Follow the prompt to 'complete the payment with Bitpay' and follow.



Complete crypto payment

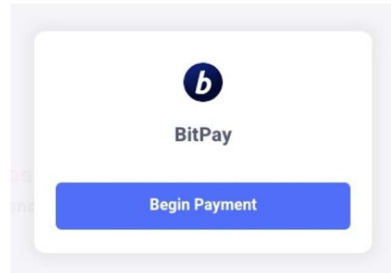
Please follow the instructions to complete your payment using Bitpay. To get the payment wallet address, you will need to select your wallet provider, enter your email, and select the cryptocurrency. We support BTC, ETH and USDC.

After you send the payment, it may take up to several hours for the transaction to settle. [Refresh](#)

[Contact us](#) if you need help.

[Complete payment with Bitpay](#)

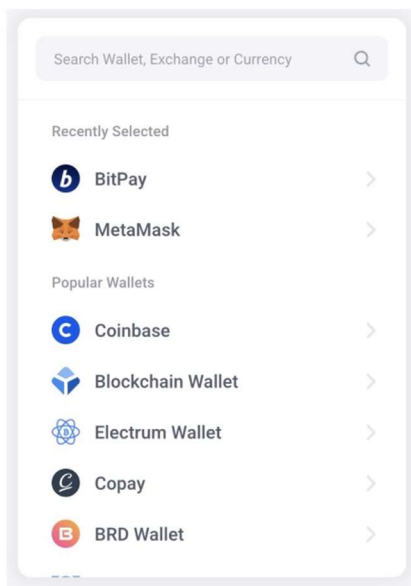
2. Click 'Begin Payment'.



BitPay

[Begin Payment](#)

3. Choose your desired wallet.



Search Wallet, Exchange or Currency

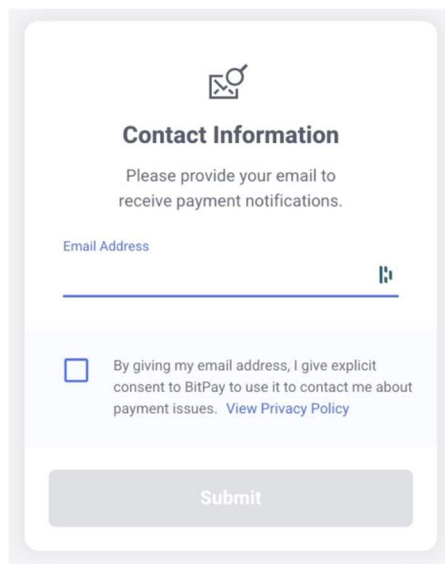
Recently Selected

- BitPay**
- MetaMask**

Popular Wallets

- Coinbase**
- Blockchain Wallet**
- Electrum Wallet**
- Copay**
- BRD Wallet**

4. Provide contact information.



Contact Information

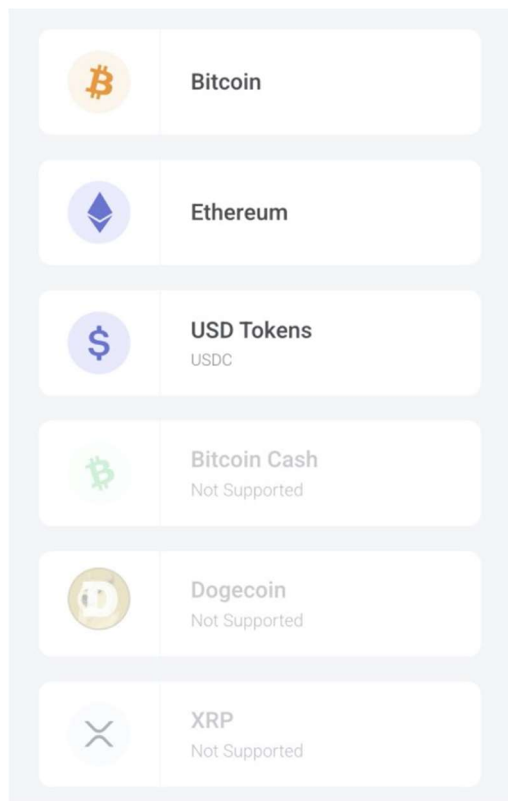
Please provide your email to receive payment notifications.

Email Address

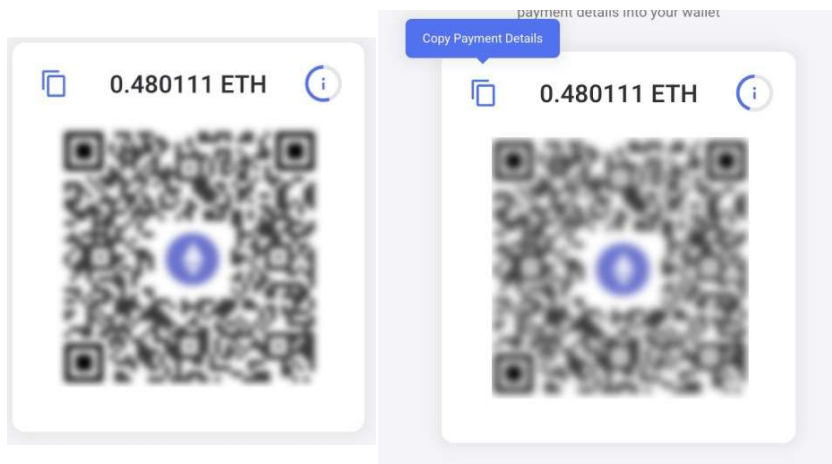
☐ By giving my email address, I give explicit consent to BitPay to use it to contact me about payment issues. [View Privacy Policy](#)

[Submit](#)

5. Select the asset that you would like to pay with.



6. Send the quoted amount to the QR code, or click on the top left button to copy the payment address to send manually.



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

If the payment for the investment hasn't been received yet, then it is possible to switch the payment method so long as the campaign is still active. Once an investment 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 investment in a digital asset offering?

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

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

How do I invest 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 investors 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 investment 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 investment amount, selecting your bank account as the payment method, and read and accept the terms of the investment, you can confirm your investment.

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.