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.

ARCANA TECHNOLOGIES LTD.

Private Placement Memorandum

XAR TOKENS
to be acquired pursuant to
Simple Agreements for Future Tokens (SAFTs)

Regulation D Offering – $50,000

SEE "TERMS OF THE OFFERING" FOR PRICING AND OTHER INFORMATION
November 29, 2023

This Private Placement Memorandum (this "***Private Placement Memorandum***" or "***Memorandum***") has been prepared by Arcana Technologies Ltd., a company incorporated in the British Virgin Islands on April 7, 2021 ("***We***", "***we***", "***Arcana***," 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 XAR tokens ("***XAR Tokens***"), which are ERC-20 tokens that will serve as the native unit of value on the Arcana Blockchain, a decentralized appchain ("***Arcana Blockchain***") from which Arcana will offer its products ("***Arcana Platform***") (together, the Arcana Blockchain and the Arcana Platform are the "***Arcana Network***"). The foregoing right to acquire XAR Tokens will be embodied in, and documented by, a Simple Agreement for Future Tokens with respect to the XAR Tokens (as may be amended, restated and/or otherwise modified from time to time, a "***SAFT***"; and together with the XAR Tokens, the "***Interests***") to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. When the XAR Tokens are initially broadly publicly released by the Company for use on the Arcana Network, the date of such release, if any, is referred to as the "***Token Integration Event.***" The Company may issue up to $50,000 worth of XAR Tokens pursuant to these SAFTs, subject to increase or decrease 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.

While no public market for the SAFTs or the XAR Tokens currently exists, the Company anticipates that the XAR Tokens will be available on at least one centralized exchange within three months of the Token Integration Event. Participation 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 XAR 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 XAR 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 XAR Tokens set forth in this Private Placement Memorandum refers to the number of XAR Tokens in the Company's initial and ongoing minting process with a maximum total supply of

1,324,606,384 XAR Tokens. The actual number of XAR Tokens may be subject to change from time to time and at any time via any forks to the XAR Tokens or similar events.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at https://republic.com/arcana (the "***Offering Platform***") in accordance with the instructions and terms of sale set forth therein. Purchases may be made in US dollars (via wire transfer, credit card, or ACH), USD Coin (USDC) and USD Tether (USDT) during the Offering Period (as defined in "Terms of the Offering"); provided that the Company may elect to accept other forms of payment on an as-converted to USD basis in its sole discretion and subject to acceptance by Stripe, 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 USDC and USDT or other forms of payment shall be determined solely by the Company or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to 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 XAR Tokens rounded down to two (2) decimal places.

The Company incurs and pays network transaction fees for transactions on cryptocurrency networks (i.e., gas to deliver XAR Tokens to a wallet address). 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 purchase, to be deducted from the Purchaser's subscription amount. In connection with this Offering, a Distribution Fee of US$10.00 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 XAR 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 XAR 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 BRITISH VIRGIN ISLANDS 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 XAR 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 XAR 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 XAR TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE "RISK FACTORS" BELOW); AND (II) NO MARKET FOR THE SAFT AND THE XAR 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. OBD 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 XAR Tokens in this Offering.

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

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

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 PARTICIPATING 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. A PURCHASER 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.

STRIPE, INC. ("***STRIPE***"), THE CREDIT CARD PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

BANKPROV (THE "***ESCROW AGENT***"), BITGO TRUST COMPANY, INC ("***BITGO"),*** 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.

ODB HAS ENGAGED BITGO AS A THIRD-PARTY CUSTODIAN TO HELP FACILITATE THIS OFFERING. BITGO, AS A THIRD- PARTY SERVICE PROVIDER, DOES NOT HOLD ANY INTEREST IN ANY TOKENS BEING OFFERED PURSUANT TO THIS OFFERING OR THE PROCEEDS RESULTING FROM THIS OFFERING EXCEPT ANY CONSIDERATION RECEIVED FOR SERVICES RENDERED AS RELATING TO THIS OFFERING.

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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 XAR 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 XAR 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 XAR Tokens, to the material terms and conditions summarized in Addendum B attached hereto (the "***XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR Token to differ materially from any future results, performance, or achievements expressed or implied by such forward-looking statements. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Factors that could cause our forward-looking statements to differ from actual outcomes include, but are not limited to those described under the section entitled Risk Factors and the following:

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

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

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

The Company cautions prospective purchasers that, although the Company believes that the assumptions on which any such forward-looking statements are based are reasonable, any of those assumptions, current expectations and projections could prove to be inaccurate and, as a result, the forward-looking statements also could be materially incorrect. Prospective purchasers are cautioned not to put undue reliance on forward-looking statements. The Company disclaims any intent or obligation to update publicly such forward-looking statements, whether as a result of new information, future events or otherwise. All forward-looking statements attributable to the Company or 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 XAR Tokens set forth in this Private Placement Memorandum refers to the number of XAR Tokens that will be created in the Company's initial and ongoing minting processes.

Company and Arcana Network Overview

According to a 2023 report by The Business Research Company, the global blockchain market size is expected to grow from US$10.13 billion in 2022 to US$17.21 billion in 2023 with a compound annual growth rate of 70.0%.[1] The global cryptocurrency wallet market is forecast to reach US$48.27 billion by 2030 as reported by Global Newswire.[2] A significant driver of this increase is the demand for Web3 infrastructure and technology, as internet and smartphone usage continues to grow, alongside demand for cryptocurrencies and cryptocurrency wallets. This demand is fueled, in part, because existing options for developers makes it difficult for them to find scalable and interoperable infrastructure solutions to integrate into their apps. The lack of scalable and interoperable solutions leads to a poor user experience. For example, end users may need to use multiple tools—creating friction rather than a seamless experience—when they interact with Web3 apps. To simplify the process, developers may sometimes compromise on security, which, while providing short-lived gains, may lead to long-term risk.

The Company operates for the purpose of developing and maintaining the Arcana Platform and developing the Arcana Blockchain, an appchain that the Company will build using a blockchain that supports the development of appchains, such as Polygon Supernets or Cosmos SDK. The Arcana Platform is a suite of Web3 software development kits ("SDKs") and application programming interfaces ("APIs") designed to provide scalable and interoperable infrastructure and tools to Web3 developers to enable them to build, launch, and scale almost any type of application. Over 1,000 developers have downloaded the SDK, and more than 80 Web3 projects use Arcana's UX technology stack. The Arcana Blockchain will enable the Company to offer the Arcana Platform to developers through a decentralized proof-of-stake appchain rather than relying on a permissioned consensus mechanism using software provided by a third party (as described more fully in "Description of the Arcana Network").

The Arcana Blockchain will be a proof of stake consensus appchain that will rely on the XAR Token to be staked to provide a means of generating consensus and security. The Company will incentivize and reward XAR Token holders to stake their XAR Tokens by providing stakers with XAR Token emissions in return. At the Token Integration Event, holding XAR Tokens will not grant holders any governance rights, but the Company may enable XAR Token holders to exercise governance capabilities in the future. XAR Tokens are built on the Ethereum mainnet using the ERC-20 technical standard for smart contracts on the Ethereum blockchain.

The Arcana Network will be able to perform distributed key generation, distributed key management, and full multi-party computing. The Company currently offers three products, Arcana Auth, Arcana Gasless, and SendIT with two additional products, NFT Checkout and Arcana Access that the Company expects to launch in Q1 2024:

(1) **Arcana Auth** – Arcana Auth is a privacy-centric non-custodial, decentralized, asynchronous, distributed key generator-powered solution that targets Web3 application developers to accelerate and simplify user onboarding and signing of blockchain transactions. Users of applications integrated with Arcana Auth are able to prove their identity with this self-sovereign identity solution and are able to instantly access a secure in-application wallet without the need for passwords, seed phrases, or installation of a third-party native wallet app.

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[1] https://www.thebusinessresearchcompany.com/report/blockchain-global-market-report

[2] https://www.globenewswire.com/news-release/2022/12/09/2570998/28124/en/Global-Crypto-Wallet-Market-Report-2022-2030-Market-Value-to-Grow-by-Approx-40-Billion-Increasing-Influences-of-the-Metaverse-and-Web-3-0-to-Drive-Demand-and-Revenues.html

(2) **Arcana Gasless** – Arcana Gasless enables users to gain instant access to an Arcana Network wallet, allowing users to sign blockchain transactions without having to pay gas fees on transactions. Users of Arcana Gasless are required to have sufficient cryptoassets in their wallet to pay for transactions.
(3) **Arcana SendIT** – Arcana SendIT allows users to send cryptocurrency to anyone with an email address. Arcana SendIT generates a non-custodial wallet for the email address owner to receive their funds. Since its launch two months ago, SendIt has a user base exceeding 400,000 users.
(4) **NFT Checkout** – – Arcana NFT Checkout allows users to purchase digital assets without the need for an existing wallet or cryptoassets. Users can easily log in with their email or social account to get instant access to an Arcana Network wallet. Users are able to pay with a debit card or credit card to complete purchases and take ownership of the assets.
(5) **Arcana Access** – Arcana Access, once launched, will allow users of delegates to manage access to encrypted data stored with the Arcana Store by leveraging rule-based and role-based access controls.

When the Company develops the Arcana Blockchain, which it expects to do in 2024, it will migrate over all products to the new appchain. As a result, developers will be able to still use the same products used to increase interoperability and scalability for Web3 apps while doing so on a native appchain.

XAR Tokens will be minted in an initial and ongoing minting process. We refer to the event whereby the XAR Tokens are first minted into existence in the Company's initial minting process as determined by the Company in its sole discretion, as the "Token Integration Event." After the Token Integration Event and after the Company has developed the Arcana Blockchain, XAR Tokens will operate and be usable on the Arcana Blockchain. As described more fully in each SAFT, the Company will transfer to Purchasers their purchased XAR Tokens on the last day of the thirteenth (13) month from the Token Integration Even, subject to the Company obtaining any relevant approvals from any relevant Governmental Authorities. If there is no Token Integration Event on or before March 31, 2024 (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***"), as soon as reasonably practicable after the Deadline Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers on the Deadline Date, the Company will repay Purchasers with equal priority and on a pro-rata basis among the 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 will be responsible for maintaining the XAR Token, the Arcana Platform, and the Arcana Network, 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 via the sale website at https://republic.com/arcana. The Company may terminate such sales at any time prior to the sale of any and all XAR Tokens in its sole discretion.

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

Token Distribution

A total supply of 1,324,606,384 XAR Tokens will be created in the Company's initial and ongoing minting processes. The maximum total number of XAR Tokens existing will not exceed 1,324,606,384 at any time.

Distribution Schedule

The distribution schedule for the XAR Tokens at the Token Integration Event is described below.

Early Contributors

Angel Round Contributors

A total number of 25,000,000 XAR Tokens, equal to 1.89% of the total network supply of the XAR Tokens, is allocated to angel round contributors for their capital contributions to the Company. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Pre-Seed Round Contributors
A total number of 45,750,000 XAR Tokens, equal to 3.45% of the total network supply of the XAR Tokens, is allocated to private pre-seed round contributors for their capital contributions to the Company. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Seed Round Contributors
A total number of 93,566,667 XAR Tokens, equal to 7.06% of the total network supply of the XAR Tokens, is allocated to private seed round contributors for their capital contributions to the Company. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Private Round Contributors
A total number of 60,000,000 XAR Tokens, equal to 4.53% of the total network supply of the XAR Tokens, is allocated to private extension seed round contributors for their capital contributions to the Company. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Initial DEX Offering/Public Sale
A total number of 35,000,000 XAR Tokens, equal to 2.64% of the total network supply of the XAR Tokens, is allocated to the initial DEX offering and public sale.

Arcana Ecosystem
A total number of 300,000,000 XAR Tokens, equal to 22.65% of the total network supply of the XAR Tokens, is allocated to the Arcana ecosystem to be initially held in one or more of the Company's operating wallets (collectively, the "***Treasury***") until later deployed or distributed. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Reserves
A total number of 170,683,333 XAR Tokens, equal to 12.89% of the total network supply of the XAR Tokens, is allocated to the Company reserves to be initially held in the Treasury until later deployed or distributed. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Advisors
A total number of 70,000,000 XAR Tokens, equal to 5.28% of the total network supply of the XAR Tokens, is allocated to advisors of the Company. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Team
A total number of 200,000,000 XAR Tokens, equal to 15.10% of the total network supply of the XAR Tokens, is allocated to the founders and employees of the company. The XAR Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Staking Rewards
A total number of 324,606,384 XAR Tokens, equal to 24.51% of the total network supply of the XAR Tokens, will be released via a staking contract subject to a timeline to be determined by the Company.

Initial Launch of the XAR 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 XAR 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

C: XAR 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 C: XAR 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.

Issuer/Seller:	Arcana Technologies Ltd., a British Virgin Islands company.
SAFTs:	A SAFT providing its holder with the rights to receive XAR Tokens when minted in the future. The expected number of XAR Tokens to be sold in this Offering is 1,000,000 XAR Tokens, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Initial DEX Offering/Public Sale allocation. Any unsold XAR Tokens can be re-allocated by the Company in its sole discretion.
Purchaser Qualifications:	Each Purchaser must be an accredited investor, as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in the Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
Offering Size:	US$50,000, subject to increase dependent on demand.
Period of Offering:	November 29, 2023, at 8:00 am Eastern Standard Time ("***EST***") through December 13, 2023, at 11:59 pm Pacific Standard Time (the "***Offering Period***"). Purchasers who are on the Company's "allowlist" are eligible to participate in this Offering starting on November 29, 2023, at 8:00 am EST. Purchasers who are not on the Company's "allowlist" are eligible to participate in this Offering starting on December 1, 2023, at 8:00 am EST. The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
Fulfillment Price:	Purchaser may purchase SAFTs through the following options (and note that the Company may increase or decrease the maximum supply of any option at its discretion, meaning that the ultimate number of XAR Tokens available for purchase may be higher or lower than the amount displayed below): **Regulation D Offering** Price: US$0.05/XAR Token Delivery Restrictions: 100% of the XAR Tokens will be released on the last day of the thirteenth (13) month from the Token Integration Event. Maximum Supply: 1,000,000 XAR Tokens
Delivery Restrictions:	Prior to the expiration of the one-year period following the SAFT purchase (the "***Restricted Period***," as defined in the SAFT), the Purchaser will not offer, sell, pledge, or otherwise transfer the

	SAFT or XAR Tokens, unless in compliance with securities laws, including, where applicable, Securities Act Rule 144. In addition to the Restricted Period, and subject to the occurrence of the Token Integration Event, 100% of the Purchased Tokens will be delivered to the Purchaser on the last day of the thirteenth (13) month from the Token Integration Event. All Delivery Restrictions will be enforced by smart contract.
Subscription Amounts:	The minimum investment amount is $200 for individual Purchasers and $5,000 for entity Purchasers. The maximum subscription amount is $25,000. Such amounts may be modified by the Company in its sole discretion.
Delivery of XAR 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), XAR Tokens will be delivered via a smart contract to a Ethereum-compatible wallet address designated by each Purchaser in the SAFT on the last day of the thirteenth (13) month from the Token Integration Event.
Token Exchange:	Following the Token Integration Event, a Purchaser of SAFTs will receive XAR 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 XAR Tokens.
Means of Purchase:	Purchasers must access the Offering Platform at https://republic.com/arcana and be subject to the Offering Documents.
Form of Payment for SAFT:	The Purchase Amount can be paid in US dollars (via wire transfer, credit card or ACH), USD Coin (USDC), or USD Tether (USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the SAFT. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional $0.36 per transaction. These total expenses for Stripe will ultimately be borne by the Company. Wire fees are different depending on the institution and are the responsibility of the Purchaser. It can range from $25-$75+ per transaction. Cash received in connection with the Purchase Amount will be directly transferred to the Company. ODB charges a two and a half percent (2.5%) administrative fee for payments made via wire transfer, credit card, or ACH on the gross principal transaction with a minimum fee of $7 and a maximum fee of $300. The fee is added to the total amount of the investment at checkout. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the offering.

Purchases made via wire transfer or ACH will be sent to escrow and held by the Escrow Agent. Purchases made by credit card will be held by Stripe. Purchases made in the cryptocurrencies USDC or USDT will be custodied through BitGo. BitGo reserves the right to discontinue accepting any type of consideration in its sole discretion. BitGo fees are expected to be between $6,500 - $10,000 depending on the size of the Offering, which will be borne by Company. Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to a trust account maintained by BitGo. All funds related to the Offering from (i) wire transfer, ACH, or cryptocurrency Purchases will be released to Company, and (ii) credit card Purchases will be released to Newfang Network Holdings PTE LTD ("***Newfang***") on behalf of the Company upon Company's request on the condition that the Company has raised a minimum of $350,000 by the end of the Offering or other related offerings for XAR Tokens as described in the "Contingency Offering" section of this "Terms of the Offering."

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

Distribution fee:

The Company incurs and pays network transaction fees for transactions on cryptocurrency networks (i.e., to deliver XAR Tokens to a wallet address). For reimbursement of these costs, ODB collects a Distribution Fee at the time of purchase, to be deducted from the Purchaser's subscription amount. In connection with this Offering, a Distribution Fee of US$10.00 will be collected from the Purchaser during the checkout process and paid to the Company. The Distribution Fee is based on the Company's estimate of the network transaction fees that the Company anticipates paying to deliver XAR Tokens to the Purchaser. In certain circumstances, the distribution costs may differ from that estimate. If a subscription is rejected for any reason, OBD does not guarantee that any collected Distribution Fee will be returned to the Purchaser.

Contingency Offering

This is a contingency offering. The success and completion of this Offering is contingent upon the Company having raised a minimum of $350,000 by the end of the Offering or other related offerings for XAR Tokens from the Company's Initial DEX Offering/Public Sale allocation as set forth in the Distribution of XAR Tokens in the "Plan of Distribution," and the funds will be returned to Purchasers, minus the Distribution Fee and the ODB administrative fee, which will not be refundable, as soon as reasonably practical in the event that the Company does not meet this contingency.

Examples of Fees Incurred During Purchase of XAR Tokens

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

Example 1: Individual Purchaser wants to purchase 5,000 XAR Tokens at $0.05 per XAR Token. The purchase price will be $250. Individual Purchaser will also incur an administrative fee from ODB that is the greater of 2.5% or $7—here, it will be $7 for this transaction because 2.5% is lower—and a $10 Distribution Fee from Company, meaning the Individual Purchaser will pay $267 total for the 5,000 XAR Tokens. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency, or (2) any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a wire fee.

Example 2: Individual Purchaser wants to purchase 25,000 XAR Tokens at $0.05 per XAR Token. The purchase price will be $1,250. Individual Purchaser will also incur a 2.5% administrative fee from ODB—$31.25 for this transaction—and a $10 Distribution Fee from Company, meaning the Individual Purchaser will pay $1,291.25 total for the 25,000 XAR Tokens. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency, or (2) any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a wire fee.

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 Deadline Date, or the transfer of any XAR Tokens purchased hereunder pursuant to the Restricted Period, the Company shall pay, after the payment of all other creditors, the Returned Purchase Amount due and payable to the Purchaser immediately prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Purchaser and all holders of all other 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 XAR Tokens are issued, the outstanding SAFTs will terminate in accordance with their terms. XAR 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 Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds by Stripe, the Escrow Agent, or BitGo (collectively, the "***Closing Requirements***").

The proceeds of this Offering will be disbursed to the Company upon the Company having raised a minimum of $350,000 by the end of the Offering or other related offerings for XAR Tokens from the Company's Initial DEX Offering/Public Sale allocation as set forth in the Distribution of XAR Tokens in the "Plan of Distribution, provided that all applicable Closing Requirements associated with such proceeds must be satisfied prior to disbursement.

Governing Law

The SAFTs and the underlying XAR Tokens will be governed by the law of the British Virgin Islands.

Use of Proceeds:

The Company intends to use the proceeds from this Offering for business development, software development, and marketing. See "Use of Proceeds".

Republic Service Providers

ODB is being compensated a commission of 5% cash and 1% 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$40,000 in cash and 1% of the fully diluted supply of XAR Tokens created by the Company (or an affiliate) solely for its advisory and marketing services. Neither the Memorandum nor the SAFT creates any obligations in respect of these commissions and fees, which are covered in the relevant negotiated engagement agreement and/or advisory agreement (as the case may be). Neither ODB or 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 XAR Tokens, involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Private Placement Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which the SAFTs, the XAR 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 XAR 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 XAR TOKENS ARE RELIABLE, CURRENT, OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE XAR TOKENS WILL BE CORRECTED. THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT XAR TOKENS OR THE DELIVERY MECHANISM FOR THE XAR 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 XAR Tokens and to integrate the XAR Tokens into the Arcana Network and much of that work may be subject to regulatory approval and otherwise reliant on the input or consent of other persons not under the control of the Company. The success of the XAR Tokens is reliant upon the Company (i) securing (as relevant) regulatory approval for the creation of the XAR Tokens; (ii) raising sufficient resources to fund the ongoing development of the XAR Tokens; and (iii) complying with ongoing funding, reserve and/or regulatory requirements (as relevant) related to the proposed creation and operation of the XAR Tokens (collectively, the "***Regulatory and Funding Requirements***").

There is a significant risk that the XAR 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 XAR 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 XAR Tokens even if there are material changes to the scale, scope, business lines, operations, and any other characteristics of the XAR Tokens or the Arcana Network or if the Company or its affiliates have not satisfied (or are unlikely to satisfy) any Regulatory and Funding Requirements or any other regulatory, commercial or legal requirements with respect to the XAR Tokens. No promises of future performance or value are or will be made with respect to the XAR Tokens, including no promise of inherent value, no promise of continuing payments, and no guarantee that the XAR Tokens will hold any particular value.

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

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

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

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

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

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

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

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

Risk of Unfavorable Regulatory Action in One or More Jurisdictions. Blockchain technologies and cryptographic tokens have been the subject of scrutiny by various regulatory bodies around the world. Blockchain technology allows new forms of interaction, and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology-based applications, which regulations may be contrary to the current setup of the XAR Tokens or their associated smart contract system and, therefore, may result in substantial modifications to the XAR Tokens and such smart contract systems, including its termination and the loss of XAR 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 Arcana Network and XAR 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 XAR Tokens. Regulatory actions could negatively impact the XAR 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 XAR Tokens could be impacted by any regulatory inquiries or actions, including restrictions on the use, sale, or possession of digital tokens like the XAR Tokens, which restrictions could impede, limit, or end the development of the XAR Tokens and increase legal costs.

The cryptocurrency exchange market, the token listing and trading market, initial coin offerings, and by extension the XAR 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 XAR Tokens could be enacted, which could impact the utility of the XAR Tokens in the Arcana Network. Additionally, users of the Arcana Network are subject to or may be adversely affected by industry-specific laws and regulations or licensing requirements. If any of these parties fails to comply with any of these licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise expanded, it could adversely impact the XAR Tokens, including the utility of XAR Tokens with respect to the Arcana Network, including any applications that are built in connection with the Arcana Network.

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

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

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

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

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

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

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

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

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

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 XAR Tokens. A significant amount of work was required in order to create the XAR Tokens and implement the XAR Token into the Arcana Network and much of that work is reliant on the input or consent of other persons not under the control of the Company. Assessing the business and future prospects of the Company is challenging in light of the risks and difficulties the Company may encounter. These risks and difficulties include, but are not limited to, their ability to:

- navigate complex and evolving regulatory and competitive environments;
- obtain the requisite regulatory and other licenses in the relevant jurisdictions;
- obtain and retain customers;
- successfully develop, maintain, and update internal controls to manage compliance within an evolving and complex regulatory environment;
- effectively identify and react to market trends;
- be involved in the successful development and deployment of the XAR 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 XAR 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 XAR Tokens Will Not Meet Expectations. Any expectations or assumptions regarding the form and functionality of the XAR Tokens (including participant behaviour) 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 XAR Tokens. Moreover, the Company may not be able to retain full and effective control over how other participants will use the Arcana Network, what products or services will be offered through the Arcana Network by third parties, or how third-party products and services will utilize XAR Tokens (if at all). This could create the risk that the XAR 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 XAR Tokens into the Arcana Network will experience malfunctions or otherwise fail to be adequately maintained, which may negatively impact the Arcana Network and XAR Tokens, and the potential utility of the XAR Tokens within the Arcana Network.

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

Risk Arising from Lack of Governance Rights. Because XAR Tokens will not confer any governance rights at the Token Integration Event and may not ever confer governance rights see ***Governance Rights may result in governance inconsistent with goals of the Company and the adoption of plans or strategies that destroy the value or usefulness of the Arcana Network***, unless the Company grants governance rights to XAR Token holders, 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 Arcana Network and the XAR Tokens including, but not limited to, decisions by the Company to discontinue a product line, discontinue support for the XAR Tokens or future emissions of XAR Tokens, or to create and issue more XAR Tokens than currently anticipated by the emission schedule, will be made by the Company acting in its sole and absolute discretion. These decisions could adversely affect the XAR Tokens you hold.

Governance rights may Result in Governance Inconsistent with Goals of the Company and the adoption of plans or strategies that destroy the value or usefulness of the Arcana Network. The XAR Token will not operate as a governance token at the Token Integration Event, but it may operate as a governance token in the future. If it does, this may allow tokenholders to vote on the direction and initiatives of the Arcana Network. In exercising their voting rights, the tokenholders may vote for business strategies or initiatives that are inconsistent with the goals of the Company, any statements made by the Company, and could hamper the potential or value of the Arcana Network and ultimately render the XAR Token without any value.

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

Long-term Viability of Cryptoassets. Cryptoassets, including those like the XAR 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 XAR 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 XAR Tokens may be hard to sell. Further, the value of XAR Tokens may decrease over time, which may impact interest in, or the success of, the Arcana Network. The Company does not control any of these factors, including the ability of the XAR Tokens to maintain their value over time.

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

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

Risks from Taxation. The tax characterization of the XAR 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 XAR Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, and tax reporting requirements. The purchase of XAR 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 XAR Tokens may cause Purchasers to incur tax liabilities. Further, any reward received in the form of, or through the use of, XAR Tokens may result in additional tax liability. Each Purchaser should consult with and must rely upon the advice of its own professional tax advisors.

Risk of Theft and Hacking. Smart contracts, software applications, and the XAR Tokens may be exposed to attacks by hackers or other individuals, groups, organizations, or countries that interfere with the availability of the XAR 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 XAR Tokens, adversely impacting the ability to further derive any usage or functionality from XAR Tokens. The Company must take appropriate steps to ensure the integrity of its smart contracts, systems, and other vectors of potential attack. You must take appropriate steps to satisfy yourself of the integrity and veracity of relevant websites, systems, and communications. Furthermore, because the XAR 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 XAR Token and negatively affect it.

You acknowledge, understand, and accept that if your private key or password gets lost or stolen, the XAR 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 XAR Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store XAR Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your XAR Tokens, for which the Company shall have no liability.

You acknowledge, understand, and accept that if the smart contract the Company uses to maintain custody of the XAR Tokens is compromised or otherwise hacked, the XAR Tokens you purchased may be misappropriated and the Company will be unable to deliver them to you.

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

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

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

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

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

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

Risk Associated with Using a Custodian. Purchases made using cryptocurrencies will be held by BitGo, a crypto custodian. It is possible that while BitGo holds any cryptocurrencies during the Offering, it may suffer from security vulnerabilities that could include, but are not limited to, exploits or other attacks that permit unauthorized users to steal cryptocurrencies that BitGo holds as custodian. If any such vulnerability were to occur, it may impact the Company's ability to complete the Offering, or return any funds, or proceed with developing the Arcana Network. Additionally, it is possible that while BitGo holds any cryptocurrencies during the Offering, it may enter into bankruptcy proceedings, which may mean that the status of the cryptocurrencies that BitGo held as custodian may be subject to dispute among different creditors of BitGo. If this were to occur, it may impact the Company's ability to complete the Offering, return any funds, or proceed with developing the Arcana Network.

Risk Associated with Licensed Third-Party Technology. The XAR Tokens are created solely for purposes of operating with the Arcana Platform and integrating with the Arcana Network.

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

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

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

Regulation of (i) tokens (including the XAR 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 XAR Tokens and the Company. Other countries may adopt similar approaches. Failure by the Company or users of the XAR 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 XAR 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 XAR 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 XAR Tokens under this Offering are sold. Management may also use a portion of the net proceeds to acquire, license, and invest in complementary products, technologies, or businesses in the ordinary course of business. However, management will have broad discretion over the use of proceeds and reserves the right to change the use of proceeds on other than working capital and general corporate purposes should the circumstances change, or future research and development opportunities arise and could spend the proceeds from the offering in ways with which Purchasers may not agree with or that do not yield a favorable return, if at all. If management does not use the proceeds of this offering in ways that benefit the XAR Tokens, the future value and utility of Purchasers' XAR 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 the guidelines and procedures set forth in this Memorandum, nor does the Law Firm monitor compliance by the Company and/or its affiliates with applicable laws, unless in each case the Law Firm has been specifically retained to do so. The Law Firm does not investigate or verify the accuracy and completeness of information set forth in this Memorandum concerning the Company. Furthermore, the Law Firm 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 XAR 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 XAR 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 Arcana Network and XAR Tokens, by users and XAR Token holders, may result in unforeseeable adverse impact to the Arcana Network out of the Company's control, which may in turn potentially affect the value of XAR Tokens.

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

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

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

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

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

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

Risks Associated with Cross-Chain Bridging. Because the Arcana Network may allow for cross-chain bridging of XAR Tokens and potentially non-XAR cryptoassets, users may be exposed to security vulnerabilities completely outside of the Company's control in cross-chain mechanisms. These security vulnerabilities could include, but are not limited to, smart contract vulnerabilities that could cause user funds to be lost through a malicious attack on the bridge, or bridge operators ceasing to allow users to transfer assets using the bridge. If any such vulnerability were to occur, this could directly or indirectly adversely impact the ability to use the Arcana Network, the success of the Arcana Network, and the value of XAR Tokens.

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. 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.

USE OF PROCEEDS

The Company estimates that the maximum net proceeds from this Offering of XAR Tokens may be approximately $37,500 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 Company, at its sole discretion, may use proceeds raised in this offering to fund the following:

(1) Software Development

Concerning the XAR Token, the Company may use the proceeds from this Offering for training, tooling costs, salaries, and other related software development expenses. The Company may also pursue other partnerships related to the XAR Token.

(2) Marketing

Additionally, the Company may use the proceeds from this Offering to market the Arcana Network which may be conducted through advertising and/or social media campaigns. It may also engage in discussions with certain software and other related brands and franchises to further develop its expansion strategy.

(3) Business Development

Further, the Company may use the proceeds from this Offering to continuously grow the Company's revenue and increase use of the Arcana Network. To this end, some initiatives may include participation in industry events, conferences, and hackathons to build and strengthen relationships with Arcana Network customers and ecosystem partners.

(4) Token listing on Centralized Exchanges

The Company may use the proceeds from this Offering to assist in its ability to get XAR Tokens listed on centralized exchanges.

(5) Administration and Operating Expenses

Lastly, the Company may use the proceeds from this Offering for administrative and operating expenses related to the Company.

We cannot specify with certainty all of the particular uses for the net proceeds to be received upon the closing of the Republic Offerings. In addition, the amount and timing of our actual expenditures will depend upon numerous factors. Pending other uses, we may allocate the proceeds to interest-bearing instruments, direct or guaranteed obligations of the U.S. government, crypto assets, or hold as cash. We cannot predict whether this allocation 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 XAR Tokens or rights thereto, prior to the date of this Memorandum and participants participating in this Offering at the price, or deemed price, to the public of $0.05, per XAR 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	**224,316,667(1)(2)**	**$4,349,883(3)**	**$0.0194(4)**
Tokens offered in this Offering	**1,000,000**	**$50,000**	**$0.05**

(1) Includes (i) 25,000,000 XAR Tokens that were allocated pursuant to angel round contributors, (ii) 45,750,000 XAR Tokens that were allocated pursuant to pre-seed round contributors, (iii) 93, 566,667 XAR Tokens that were allocated pursuant to seed round contributors; and (iv) 60,000,000 XAR Tokens that are allocated pursuant to private extension seed round contributors.

(2) Contributors in the angel round, pre-seed round, seed round, and private extension seed round are subject to various vesting schedules as described in Plan of Distribution.

(3) Total consideration includes (i) $100,000 pursuant to contributions made to the Company by angel round contributors, (ii) $457,500 pursuant to contributions made to the Company by pre-seed round contributors, (iii) $2,292,383 pursuant to contributions made to the Company by seed round contributors, and (iv) $1,500,000 pursuant to contributions made to the Company by private extension seed round contributors.

(4) The price per XAR Token offered in (i) our angel round contribution was approximately $0.004, (ii) our pre-seed round contribution was approximately $0.01, (iii) our seed round contribution was approximately $0.0245, and (iv) our private extension seed round contribution was approximately $0.025. For all XAR Tokens issuable pursuant to the angel round, pre-seed round, seed round, and private extension seed round, this amount is calculated based on a price of $0.0194.

MANAGEMENT OF THE COMPANY

Directors and Significant Service Providers

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

Name	Age	Functional Position
Directors		
Mayur Anandkumar Relekar	39	Director
Significant Service Providers[3]		
Ajay Shetty	35	Chief Operating Officer
Sharan Grandigae	45	Chief Design Officer
Aravindh Kumar Rajasekar	29	Head of Growth
Abhishek Chaudhary	31	Chief Technology Officer

Directors

Mayur Anandkumar Relekar

Mayur Anandkumar Relekar is a serial entrepreneur and 3-time founder, serving as the Company's Chief Executive Officer since its formation in 2021. Prior to founding the Company, Mr. Relekar served as Chief Product Officer for Wow Labz Pvt. Ltd. from May 2014 to April 2019 and oversaw all product and project management of many of the products ideated, designed, and developed as part of the technology services offering at Wow Labz. From Sep 2013 to March 2014, Mr. Relekar was a product manager at Beard Design Ltd. Prior to this, Mr. Relekar founded Simply Better Solutions Ltd. and Food Forethought Ltd. which he designed, developed, and ran operations for over 3 years. Mr. Relekar holds a bachelor's degree in Engineering from Visvesvaraya Technological University, Bangalore.

Significant Service Providers

Ajay Shetty

Ajay Shetty is the Chief Operating Officer of the Company since July 2021. Mr. Shetty comes with 12+ years of experience in management consulting, sales, strategy, and operations. Mr. Shetty started his career with research & product development at Bosch Limited between 2010 and 2013, followed by working with a boutique management consulting firm and as an independent consultant from 2013 to 2017. Prior to joining the Company, Mr. Shetty worked with Infosys Technologies Pvt Ltd. as a Senior Consultant. Mr. Shetty worked in areas of strategy, operations, and sales and marketing with customers from a wide range of sectors including information technology, manufacturing, healthcare, and e-commerce. Mr. Shetty holds a bachelor's degree in engineering from Visvesvaraya Technological University, Bangalore, a masters in business administration from SPJIMR, Mumbai, and marketing specialization from Cornell University, New York.

Sharan Grandigae

Sharan Grandigae is the Chief Design Officer of the Company and an entrepreneur who has built several products over his career. Mr. Grandigae's first product was built in 2002, when his company Dhraya Corporation ("Deva"), was incubated at the Baiada Centre for Entrepreneurship while he was still a student at Drexel University, Philadelphia. Deva helped companies manage their website content and monitor its performance using tools that are now famously understood as web analytics. Mr. Grandigae's second product Obi, was built around 2006 as part of Redd, a sole proprietorship, which helped manage the

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[3] Each 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.

inventory of small and medium-sized enterprises in India using a web application built on Adobe's Flash Builder that ran entirely in a browser at a time that wasn't heard of. Mr. Grandigae joined Adobe India Private Limited, as the UX designer for the Flash Builder product platform. Mr. Grandigae then joined Dreamweaver as a designer for Flash Builder, Flash Professional, and the Out of Box Experience. At the time of his exit from Adobe in 2013, he had become India's first Design Manager. Mr. Grandigae returned to his entrepreneurial journey first as a freelancer and then set up Redd Experience Design Private Limited, one of India's first design agencies solely dedicated to UX Design. The agency has executed more than 95 projects and has won several distinctions during its 8 years of operation. He joined the Company in 2022 after having first worked with it as a vendor.

Aravindh Kumar Rajasekar

Aravindh Kumar is a seasoned product and growth professional, serving as the Company's Head of Growth. Mr. Kumar was awarded the Entrepreneur 35Under35 in 2023. Prior to founding the Company, Mr. Kumar was a Product Manager at venture studio Wow Internet Labz Pvt Ltd from 2016 to 2019, building and scaling various MVPs for early-stage founders and enterprises across SaaS, social, consumer, ed-tech, and blockchain. During this time, Mr. Kumar also led the non-profit, Headstart Network Foundation's Founder mentorship program across India in 20+ cities leading a team of 15 members. Mr. Kumar holds a bachelor's degree in Computer Science from Dr. AIT, Bangalore.

Abhishek Chaudhary

Abhishek Chaudhary is a coding and tech enthusiast, serving as the Company's Chief Technical Officer. Prior to founding the Company, Mr. Chaudhary served as Senior Developer for Wow Internet Labz Pvt Ltd from July 2015 to April 2019 and developed and managed the frontend and the backend of many of the products developed as part of the technology services offering at Wow Internet Labz Pvt Ltd. He holds a bachelor's degree in Computer Engineering from the LNMIIT, Jaipur.

Board Composition and Risk Oversight

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

Relationship to Newfang

Company has a trust deed with Newfang which allows Newfang to manage company's expenses against an invoice. These funds will have no bearing on Newfang's income statements and will be accounted accordingly.

Limitation of Liability and Indemnification

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

The constitution of the Company provides for the indemnification of Company directors and officers against any liability incurred by such directors and officers in connection with 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 XAR Tokens and equity while the XAR Tokens held by a Purchaser are subject to delivery or legal restrictions on transfer, in which case the Republic Capital vehicle may be able to dispose of its XAR Tokens earlier and at a higher price than the Purchaser can dispose of its XAR Tokens.

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 delivery 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 delivery 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. This includes the administrative fee ODB charges to the purchase at checkout. See "Terms of the Offering" for further details on this fee. 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.

DIRECTOR COMPENSATION

Name and Position	Salary	Token Allocation (of Total Token Supply)[4]
Mayur Anandkumar Relekar *Director*	$0/year[5]	4.0%

[4] Token allocation for the sole Director is being contemplated in good faith.

[5] Director does not receive any compensation from the Company and is compensated by Garoutech Digital FZE LLC, see "Management of the Company".

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

ODB Offering Engagement

We are currently party to an offering engagement agreement with OBD, effective as of August 01, 2023 (the "*ODB Engagement Agreement*"), who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the 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 ODB being remitted unless otherwise terminated by either party upon thirty (30) days' prior written notice or for cause pursuant to the ODB Engagement Agreement.

ODB is not purchasing any of 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, 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 ODB the greater of (a) $5,000, (b) all out of pocket costs incurred by ODB 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 ODB's uncured breach.

For terminations pursuant to Sections 8.2(a), 8.3(a) or 8.4(a) of the ODB Engagement Agreement, the Company shall at the date of termination pay the greater of (a) $5,000, or (b) the current number of Purchasers of the securities as established at the time of termination or transition, multiplied by $25.00, provided that no Termination Fee shall be due under this provision in the event termination is for cause due to ODB's uncured breach.

Commission and Expenses. We have agreed to pay ODB (i) 5% of the gross proceeds in cash and (ii) XAR Tokens equivalent to 1% of the dollar value in XAR Tokens issued to Purchasers during the Offering. Non-accountable expenses shall be limited to one half percent (0.5%) of the Offering's proceeds to ODB. 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 ODB Engagement Agreement for a period of one hundred eighty (180) days following the date on which this Offering is qualified by the SEC to anyone other than (i) its affiliates or any selected dealer that may participate in the Offering, or (ii) a bona fide officer of ODB or of any such selected dealer, in each case in accordance with FINRA Conduct Rule 5110(e)(1), or (b) cause such XAR 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 ODB.

Under the ODB Engaging Agreement with ODB, ODB may also pass through certain administrative expenses related to FINRA fees and anti-money laundering, Purchaser due diligence and accreditation service, in no event in excess of $25,000, and ancillary costs related to consulting or advisory fees, without markup. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Memorandum. Any other fees that we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. ODB has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation.

Fees for Termination of the ODB 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 (a) $5,000, (b) all out of pocket expenses incurred by ODB in enabling the Offering to be listed, or (c) an amount equal to the cash commission based upon the dollar value of the maximum amount of tokens that is offered under the offering.

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.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS OF THE COMPANY

Common Stock of the Company

As of the date of this filing, 100% of the beneficial ownership of the Company's voting securities is held by Mayur Anandkumar Relekar.

The following table sets forth the beneficial ownership of our common stock as of the date of this Private Placement Memorandum for each person or group that holds more than 10% of our common stock, for each of our directors and executive officers and for our directors and executive officers as a group. To our knowledge, each person that beneficially owns our common stock has sole voting and disposition power with regard to such shares. The percentage of common stock ownership shown in the table is based upon 50,000 shares of common stock outstanding as of November 14, 2023.

Except as otherwise noted below, the address for each person or entity listed in the table is c/o Arcana Technologies Ltd., Intershore Chambers, PO Box 4342, Road Town, Tortola, British Virgin Islands. We have determined beneficial ownership of our common stock in accordance with the rules of the SEC.

Title of Class	Name and address of beneficial owner[6]	Amount and nature of beneficial ownership	Percent of class
Shares of Common Stock of Arcana Technologies Ltd.	Mayur Anandkumar Relekar #33, Bldg. 86, Garden view Apt Jabel Ali Village, Dubai, UAE	50,000	100%
Shares of Common Stock of Arcana Technologies Ltd.	Officers and Directors as a group (one person)	0	0%

XAR Tokens

The following table sets forth the beneficial ownership of the XAR Tokens as of the date of this Private Placement Memorandum for each person or group that holds more than 10% of the maximum supply of XAR Tokens and for our directors and executive officers as a group. To our knowledge, each person that beneficially owns XAR Tokens has sole disposition power with regard to such tokens. The percentage of XAR Token ownership shown in the table is based upon the maximum supply of XAR Tokens which is 1,324,606,384 as of the date of this Private Placement Memorandum.

Except as otherwise noted below, the address for each person or entity listed in the table is c/o Arcana Technologies Ltd., Intershore Chambers, PO Box 4342, Road Town, Tortola, British Virgin Islands. We have determined beneficial ownership of our common stock in accordance with the rules of the SEC.

Title of Class	Name of beneficial owner[1]	Amount and nature of beneficial ownership	Percent of class
XAR Tokens	Officers and Directors as a group (0 persons)	0	0%

[6] Under SEC rules, a person is deemed to be a "beneficial owner" of a security if that person has or shares voting and/or dispositive power over such security. A person also is deemed to be a beneficial owner of any securities which that person has a right to acquire within 60 days. Under these rules, more than one person may be deemed to be a beneficial owner of the same securities and a person may be deemed to be a beneficial owner of securities as to which he or she has no economic or pecuniary interest.

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 Purchasers in satisfaction of the SAFTs contractual obligations.

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 XAR SAFTs

A SAFT purchased in connection with this Offering shall be subject to certain delivery restrictions, as enforced by smart contract, and/or the Company obtaining any relevant approvals from any relevant Governmental Authorities, as set forth therein and described under "Terms of the Offering" herein. As such, XAR Tokens underlying each SAFT shall not be transferable by the Purchaser for a certain time period commencing from the Token Integration Event. XAR Tokens that are subject to delivery 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 deliver on the last day of the thirteenth (13) month from the Token Integration Event 100% of the XAR Tokens underlying the purchased SAFT for use on the Arcana Network, subject to the Company obtaining any approvals from any relevant Governmental Authorities. If a Token Integration Event does not occur on or before the Deadline Date, the Company shall repay Purchasers in an amount equal to the Purchase Amount set forth in their applicable SAFT (the "Returned Purchase Amount"), due and payable to such Purchaser as soon as reasonably practical after the Deadline Date, to the extent funds are available for such lawful repayment at that time. If there is an insufficient amount of capital available to refund Purchasers after the Deadline Date, the Company will repay Purchasers with equal priority and on a pro rata basis among the SAFT Purchasers an amount based on the relative value of their respective Purchase Amount on the date of receipt by the Company of such Purchase Amount.

Initial Launch of the XAR 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 XAR 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 C: XAR 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.

DESCRIPTION OF THE XAR TOKENS UNDERLYING THE SAFTS BEING OFFERED

Ownership of XAR Tokens

We are offering SAFTs in this Offering in accordance with the terms outlined under "Terms of the Offering" above, which entitles the holders thereof to receive XAR Tokens at a fulfillment price of $.05 per XAR Token. The SAFTs and the XAR Tokens are subject to transfer restrictions as described under "Terms of the Offering" above. Examples of how fees are assessed to Purchasers as part of the Offering are provided under "Terms of the Offering" above.

XAR Tokens are fungible digital cryptographic tokens built on the Ethereum mainnet upon the ERC-20 technical standard used for smart contracts on the Ethereum blockchain and can be stored in any Ethereum-compatible wallets. The ERC-20 technical standard, developed in 2015, is one of the most significant smart contract standards on Ethereum, and serves as the technical standard used for all smart contracts on the Ethereum blockchain for fungible token implementations. Ethereum is an open-source blockchain protocol that allows for the computation of decentralized applications. The Arcana Blockchain will be built using a blockchain that supports the development of appchains, such as Polygon Supernets or Cosmos SDK. The Company may, depending on design choices when building the Arcana Blockchain, choose to launch native Tokens on the underlying chain. If the Company decides to launch native Tokens, Tokenholders, may need to swap ERC-20 XAR Tokens for native XAR Tokens on the Arcana Blockchain to use the Arcana Network. The Arcana Blockchain will be a proof of stake consensus appchain that will rely on the XAR Token to be staked to provide a means of generating consensus and security. The Company will incentivize and reward XAR Token holders to stake their XAR Tokens by providing stakers with XAR Token emissions in return, as described further below in "Functionality of the XAR Token."

The ownership of XAR Tokens is evidenced through the association of a certain number of XAR Tokens with a particular public key or wallet address as recorded on the Ethereum blockchain, or when the Arcana Blockchain is launched, with a public key or wallet address as recorded on the blockchain underlying the Arcana Blockchain. Each such public key and wallet will have an associated private key, which a tokenholder must control in order to control the XAR Tokens associated with such public key or wallet, including to transfer XAR Tokens to another person. In turn, control of the private key is proved by providing a digital signature on any digital record addressing XAR 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 a XAR Token holder's ability to control any XAR Token issued to such tokenholder. XAR Tokens are not otherwise tracked and are not designated by special serial numbers or other unique identifiers. As such, XAR 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 XAR Tokens associated with such wallet and public key address, it is necessary for holders of the XAR Tokens to ensure the security and privacy of their relevant private keys. If the private key is lost, the XAR Token holder will no longer be able to control the XAR Tokens associated with such private key, which in turn will result in the tokenholder's inability to transfer any XAR 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 XAR Tokens associated with such private key and may thus transfer such XAR Tokens to another person without the tokenholder's permission.

Functionality of XAR Tokens

A goal of the XAR Token is to enable the Company to transition away from a permissioned to a permissionless network. The Company will achieve this goal by developing the Arcana Blockchain, a decentralized proof-of-stake appchain rather than relying on a permissioned consensus mechanism using software provided by a third party. Further, the XAR Tokens may facilitate a wider range of activities and interactions on the Arcana Network and enable the Company to offer the Arcana Platform to developers through the Arcana Blockchain.

It is anticipated that users of the Arcana Network will be able to use the XAR Token in the following ways:

1. **Use on Arcana Network:**
   Initially, XAR Tokens may be used by developers to purchase products offered by the Company incentivize the decentralized Arcana Network of resource providers ("Providers").

2. **Incentivizing Providers**

Arcana Network staking will be delegated to proof-of-stake validators. Validators will be nodes running the Company distributed key generation and management software and will be responsible for ensuring the right users have access to the right set of keys. In the future, validators may be able to expand to validators running the Arcana Blockchain which will be built on a blockchain that supports the building of appchains. Validators will be able to charge a competitive commission on the reward that is given out to a validator pool. 100% of the commission will be distributed by the validator to all delegators.

3. **Staking:**

If Arcana launches the Arcana Blockchain, Tokenholders may have the opportunity to stake XAR Tokens, which will allow the Arcana Network to move from permissioned validators to non-permissioned validators, thus removing centralization and boosting the economic security of the Arcana appchain in return for staking rewards. "Staking" is a mechanism through which tokenholders (sometimes referred to as "validators") receive incentive rewards issued pursuant to a staking smart contract for locking up their tokens to be selected by the protocol to create new blocks on the blockchain from time to time and thus supporting the operations of the network.

4. **Governance:**

In the future, Tokenholders may be able to participate in making key decisions related to the Company as it moves towards becoming a protocol.

Token Supply

The supply of XAR Tokens is limited to and will never exceed 1,324,606,384 tokens. The total supply of XAR Tokens will be allocated as described in "Plan of Distribution".

Limited XAR Token-Related Rights

XAR Tokens will not provide you with any enforceable rights against the Company, or any third-party developer, including any rights to receive payments, any control rights or any claims on assets. Holders of XAR 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 third-party developer. Holders of XAR Tokens may not have any right to vote on any matters relating to the Company, its affiliates, or any third-party developer, including voting for board members of the Company. Further, we are not aware of any binding obligation on the Company with respect to the XAR Tokens or the holders of XAR Tokens following the delivery of XAR Tokens.

Token Transfers

Receiving XAR Tokens requires a wallet, a program that stores the public and private keys for cryptocurrency transactions. Wallet addresses are associated with XAR Token ownership and therefore may be used to indicate the ownership of digital assets. Any wallet client compatible with the Ethereum network will support interactions with XAR 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.

XAR Tokens may be transferred on the Ethereum network by submitting a transaction to the Ethereum network, 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 Ethereum network.

When the Arcana Blockchain is developed, XAR Tokens may be able to be bridged to the blockchain underlying the Arcana Network or XAR Tokens may be able to be swapped from ERC-20 XAR Tokens to XAR Tokens that are native on the Arcana Blockchain. Because a determination of which technology will support the Arcana Blockchain has not been made, whether a bridge or token swap or other approach will be necessary is not known. If the Arcana Blockchain is developed, and a bridge is necessary, the bridge or bridges available to XAR Token holders is not known. If a bridge is necessary, the types of bridges that XAR Token holders may be able to use could be a trusted bridge, meaning it relies on a central entity to operate, or a trustless bridge, meaning it relies on smart contracts to operate. In using either type of bridge, the XAR Token will be "locked" in the bridge and a "wrapped" version of the XAR Token will be available on the Arcana Blockchain. Based on advancements in blockchain technology, if a bridge is necessary when the Arcana Blockchain is developed, additional bridge options may be available that are not currently available. If a token swap rather than bridging is used, the method and timing for such token swap is not yet known.

When the Company creates the Arcana Blockchain—whether a bridge is used and "wrapped" XAR tokens are available on the Arcana Blockchain or a token swap occurs and native XAR Tokens are available, or another method for transferring XAR Tokens to the Arcana Blockchain is used—XAR Tokens may be transferred on the Arcana Blockchain by submitting a transaction to the Arcana Blockchain, 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 Arcana Blockchain. Depending on which blockchain underlies the Arcana Blockchain, the transaction may also be submitted to the underlying blockchain *after* it has been submitted to the Arcana Blockchain. The mechanics and process for submitting such transactions to the underlying blockchain are not known by the Company at this time and will not be known until the Company determines which blockchain it will use to develop the Arcana Blockchain.

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, whether it is on the Ethereum mainnet or the Arcana Blockchain, 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 Ethereum network or the network running the Arcana Blockchain 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 on-chain transactions in connection with the XAR Tokens on the Ethereum mainnet, Purchasers must pay a "gas" fee, which is paid to validators on Ethereum. If bridging is an option, because bridging from the Ethereum mainnet to the Arcana Blockchain may constitute an on-chain transaction on the Ethereum mainnet, a "gas" fee may be required for bridging XAR Tokens from the Ethereum mainnet to the blockchain underlying the Arcana Blockchain. The "gas" fee will be paid in ETH, the native currency of the Ethereum blockchain. To record a transaction on the Ethereum blockchain, including with respect to the issuance or transfer of XAR Tokens, the validators of the Ethereum blockchain must be paid a "gas" fee to incentivize the performance of their services.

To perform any on-chain transactions on the Arcana Network, Purchasers may be required to pay a "gas" fee in the form of the native currency of the blockchain underlying the Arcana Blockchain. To record a transaction on the underlying blockchain, including with respect to the transfer of “wrapped” XAR Tokens, the validators of the underlying blockchain may require a “gas” fee to incentivize the performance of their services.

The amount of any “gas” fee to be paid on either the Ethereum blockchain or the blockchain underlying the Arcana Blockchain may vary from time to time, and as adjusted to adequately deter meaningless transaction execution on the underlying blockchain, and in doing so, prevent unnecessary congestion.

Secondary Markets

The XAR Token is designed to be used on, or interacting with, the Arcana Network but may technically be capable of being transferred on digital asset trading platforms or other venues. The Company does not support or encourage any use of the XAR Token beyond its stated usefulness on or in connection with the Arcana Network.

DESCRIPTION OF THE ARCANA NETWORK

Overview

The Company operates for the purpose of developing and maintaining the Arcana Platform and developing the Arcana Blockchain, an appchain that the Company will build using a blockchain that supports the development of appchains, such as Polygon Supernets or Cosmos SDK. The Arcana Platform is a suite of Web3 SDKs and APIs designed to provide scalable and interoperable infrastructure and tools to Web3 developers to enable them to build, launch, and scale almost any type of application. Over 1,000 developers have downloaded the SDK, and more than 80 projects are using Arcana's UX technology stack. The Arcana Blockchain will enable the Company to offer the Arcana Platform to developers through a decentralized proof-of-stake appchain rather than relying on a permissioned consensus mechanism using software provided by a third party.

The Arcana Platform currently operates as a state machine, using the Tendermint software as a consensus mechanism to permission validators to operate its nodes. The Arcana Blockchain will be a proof of stake consensus appchain that will rely on the XAR Token to be staked to provide a means of generating consensus and security. The Company will incentivize and reward XAR Token holders to stake their XAR Tokens by providing stakers with XAR Token emissions in return. At the Token Integration Event, holding XAR Tokens will not grant holders any governance rights, but the Company may enable XAR Token holders to exercise governance capabilities in the future. XAR Tokens are built on the Ethereum mainnet using the ERC-20 technical standard for smart contracts on the Ethereum blockchain.

The Arcana Network will be able to perform distributed key generation, distributed key management, and full multi-party computing. The Company currently offers three products, Arcana Auth, Arcana Gasless, and SendIT with two additional products, Arcana Store and Arcana Access that the Company expects to launch in Q1 2024:

(1) **Arcana Auth** – Arcana Auth is a privacy-centric non-custodial, decentralized, asynchronous, distributed key generator-powered solution that targets Web3 application developers to accelerate and simplify user onboarding and signing of blockchain transactions. Arcana Auth can be integrated with various Web3 applications built using various application frameworks.

Developers are able to configure the availability of login mechanisms for onboarding users of Web3 apps, determine which blockchain networks are available to authenticated users for Web3 operations such as sending and receiving cryptoassets and non-fungible tokens ("NFTs"), enable plug-and-play authentication or create custom authentication processes to onboard users, and manage the blockchain signing experience for app users.

Users of applications integrated with Arcana Auth are able to prove their identity with this self-sovereign identity solution and are able to instantly access a secure in-application wallet without the need for passwords, seed phrases, or installation of a third-party native wallet app.

(2) **Arcana Gasless** – Arcana Gasless enables users to gain instant access to an Arcana Network wallet, allowing users to sign blockchain transactions without having to pay gas fees on transactions. Developers configure Arcana Gasless by adding a gas tank and depositing cryptoassets, to cover gas fees on behalf of application users. If gas tanks are depleted or empty, users will be required to pay gas fees for the transaction. Users of Arcana Gasless are required to have sufficient cryptoassets in their wallet to pay for blockchain operations.

(3) **Arcana SendIT** – Arcana SendIT allows users to send cryptocurrency to anyone with an email address. Arcana SendIT generates a non-custodial wallet for the email address owner to receive their funds. Users prove ownership of their email address through Google sign-in or passwordless authentication. Verified users may access their cryptoassets in their non-custodial SendIT wallet. Users of Arcana SendIT may transfer cryptoassets to other wallets. Since its launch two months ago, SendIt has a user base exceeding 400,000 users.

(4) **Arcana NFT Checkout** – Arcana NFT Checkout allows users to purchase digital assets without the need for an existing wallet or cryptoassets. Users can easily log in with their email or social account to get instant access to an Arcana Network wallet. Users are able to pay with a debit card or credit card to complete purchases and take ownership of the assets.

(5) **Arcana Access** – Arcana Access, once launched, will allow users of delegates to manage and access encrypted data stored with the Arcana Store by leveraging rule-based and role-based access controls. Rule-based access controls are

formulated on conditions associated with each file stored on the Arcana Network. Role-based access controls provide a security solution restricting access to authorized users without the need for a third-party. The conditions imposed by rule-based controls and role-based controls are known as ‘Access Control Lists’. The Access Control Lists are stored in a database, with such rule hash stored on the blockchain. Arcana Access will initially support the sharing of files, revoking access to files, transferring of file ownership, deletion of files, and providing a record of access.

When the Company develops the Arcana Blockchain, which it expects to do in 2024, it will migrate over all products to the new appchain. As a result, developers will be able to still use the same products used to increase interoperability and scalability for Web3 apps while doing so on a native appchain.

Competition

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

Product	**Competitors**
Arcana Auth	1. Web3auth 2. Magic Links
Arcana Gasless	1. Biconomy
SendIT	1. TipLink 2. Peanut Protocol

PLAN OF DISTRIBUTION

Distribution of SAFTs

The number of SAFTs offered pursuant to this Offering is contingent upon the availability of XAR Tokens underlying the SAFTs, to the extent such XAR 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 XAR Tokens

The 1,324,606,384 XAR Tokens to be minted, consisting of the total supply of XAR Tokens, will be distributed as follows:

Allocation	**Tokens**	**%**
Early Contributors:		
Angel Round Contributors	25,000,000	1.89%
Pre-Seed Round Contributors	45,750,000	3.45%
Seed Round Contributors	93,566,667	7.06%
Private Extension Seed Round Contributors	60,000,000	4.53%
Initial DEX Offering/Public Sale	35,000,000	2.64%
Arcana Ecosystem	300,000,000	22.65%
Reserves	170,683,333	12.89%
Advisors	70,000,000	5.28%
Team	200,000,000	15.10%
Staking Emissions	324,606,384	24.51%
Total Token Allocation:	1,324,606,384	**100.00%**

Early Contributors:

Angel Round Contributors

XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting over 12 months commencing at the time of the Token Integration Event, with 10% of XAR Tokens vesting at the time of Token Integration Event, and the remaining XAR Tokens vesting from the last day of the first (1) month at 7.5% each month until all such granted XAR Tokens have been vested on the last day of the twelfth (12) month following the Token Integration Event.

Pre-Seed Round Contributors

XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting over 18 months commencing at the time of the Token Integration Event, with 10% of XAR Tokens vesting at the time of Token Integration Event, and the remaining XAR Tokens vesting from the last day of the first (1) month at 5% each month until all such granted XAR Tokens have been vested on the last day of the eighteenth (18) month following the Token Integration Event.

Seed Round Contributors

XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting over 18 months commencing at the time of the Token Integration Event, with 10% of XAR Tokens vesting at the time of Token Integration Event, and the remaining XAR Tokens vesting from the last day of the first (1) month at 5% each month until all such granted XAR Tokens have been vested on the last day of the eighteenth (18) month following the Token Integration Event.

Private Extension Seed Round Contributors

XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting over 18 months commencing at the time of the Token Integration Event, with 10% of XAR Tokens vesting at the time of Token Integration Event, and the remaining XAR Tokens vesting from the last day of the first (1) month at 5% each month until all such granted XAR Tokens have been vested on the last day of the eighteenth (18) month following the Token Integration Event.

Initial DEX Offering/Public Sale

Purchasers will each enter into a Simple Agreement for Future Tokens ("***SAFT***") with the Company, which will serve as the purchase instrument that grants Purchasers the right to distribution of XAR Tokens. At the time of entering into the SAFT, the Purchaser will designate a network address where such Purchaser wishes to receive the XAR Tokens delivery. The Company plans to deliver 100% of the Purchased Tokens to the Purchaser on the last day of the thirteenth (13) month from the Token Integration Event, subject to the Company obtaining any relevant approvals from any relevant Governmental Authorities.

XAR Tokens in this distribution category are not subject to a vesting schedule.

Each Purchaser participating in the Offering will be provided with a copy of this Private Placement Memorandum and any other promotional materials as deemed appropriate by the Company. Each Purchaser will be required to complete anti-money laundering, know-your-customer, and other purchaser verification procedures.

Each Purchaser in this Offering must satisfy purchaser qualifications (see Purchaser Qualifications below). Individuals will be required to meet minimum age requirements in order to participate in this Offering.

Arcana Ecosystem

XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting over 36 months commencing at the time of the Token Integration Event, with 10% of XAR Tokens vesting at the time of Token Integration Event, and the remaining XAR Tokens vesting from the last day of the first (1) month at 2.5% each month until all such granted XAR Tokens have been vested on the last day of the thirty-sixth (36) month following the Token Integration Event.

Reserves

XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting over 36 months commencing on the last day of the first (1) month from the Token integration Event, at 2.78% each month until all such granted XAR Tokens have been vested on the last day of the thirty-sixth (36) month following the Token Integration Event.

Advisors

XAR Tokens in this distribution category are subject to various vesting schedules.

Vesting Schedule 1: XAR Tokens under each such grant vesting over twelve (12) months commencing at the time of the Token Integration Event, with 15% of XAR Tokens vesting at the time of Token Integration Event, followed by 7.08% of XAR Tokens vesting from the last day of the first (1) month through the twelfth (12) month, until all such granted XAR Tokens have been vested on the last day of the twelfth (12) month following the Token Integration Event.

Vesting Schedule 2: XAR Tokens under each such grant vesting over twenty-two (22) months commencing on the last day of the tenth (10) month, with 20% of XAR Tokens vesting on the last day of the tenth (10) month, followed by 6.67% of XAR Tokens vesting on the last day of the eleventh (11) month through the last day of the twenty-second (22) month, until all such granted XAR Tokens have been vested on the last day of the twenty-second (22) month following the Token Integration Event.

Vesting Schedule 3: XAR Tokens under each such grant vesting over twenty-one (21) months commencing on the last day of the tenth (10) month, with 20% of XAR Tokens vesting on the last day of the tenth (10) month, followed by 7.27% of XAR Tokens vesting on the last day of the eleventh (11) month through the last day of the twenty-first (21) month, until all such granted XAR Tokens have been vested on the last day of the twenty-first (21) month following the Token Integration Event.

Vesting Schedule 4: XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting 100% at the time of the Token Integration Event.

Vesting Schedule 5: XAR Tokens under each such grant vesting over twenty-one (21) months commencing on the last day of the tenth (10) month, with 20% of XAR Tokens vesting on the last day of the tenth (10) month, followed by 7.27% of XAR Tokens vesting on the last day of the eleventh (11) month through the last day of the twenty-first (21) month, until all such granted XAR Tokens have been vested on the last day of the twenty-first (21) month following the Token Integration Event.

Vesting Schedule 6: XAR Tokens under each such grant vesting over eighteen (18) months commencing at the time of the Token Integration Event, with 10% of XAR Tokens vesting at the time of Token Integration Event, followed by 5% of XAR Tokens vesting on the last day of the first (1) month through the last day of the eighteenth (18) month, until all such granted XAR Tokens have been vested on the last day of the eighteenth (18) month following the Token Integration Event.

Vesting Schedule 7: XAR Tokens under each such grant vesting over twenty-one (21) months commencing on the last day of the tenth (10) month, with 10% of XAR Tokens vesting on the last day of the tenth (10) month, followed by 8.18% of XAR Tokens vesting on the last day of the eleventh (11) month through the last day of the twenty-first (21) month, until all such granted XAR Tokens have been vested on the last day of the twenty-first (21) month following the Token Integration Event.

Vesting Schedule 8: XAR Tokens under each such grant vesting on a continual and linear basis over five (5) months, commencing on the last day of the fifth (5) month through the last day of the fifth (5) month, until all such granted XAR Tokens have been vested on the last day of the fifth (5) month following the Token Integration Event.

Team

XAR Tokens in this distribution category are subject to a vesting schedule, with XAR Tokens under each such grant vesting over 36 months commencing on the last day of the thirteenth (13) month from the Token integration Event, with 20% vesting, with 3.47% of XAR Tokens vesting on the last day of the fourteenth (14) month from the Token integration Event until all such granted XAR Tokens have been vested on the last day of the thirty-sixth (36) month following the Token Integration Event.

Staking Emissions

XAR Tokens in this distribution category are not subject to a vesting schedule.

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 XAR Tokens currently exists; and (iii) there is no established trading market for the SAFTs and it is possible that a robust public market will never develop for the XAR Tokens. The sale of SAFTs as described herein is intended to be exempt from registration under the Securities Act and applicable state securities laws.

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

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

(ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of $5,000,000;

(iv) Any director or executive officer of the Company;

(v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds $1,000,000;

(vi) Any natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;

(vii) Any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;

(viii) Any entity all of whose equity owners are accredited investors;

(ix) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

(x) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;

(xi) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(xii) Any "family office" as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940"
   a. With assets under management in excess of $5,000,000;
   b. That is not formed for the specific purposes of acquiring the securities offered, and
   c. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

(xiii) Any "family client," as defined in rule 202(a)(11)(G)01 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

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

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

Other Requirements

In addition to submitting documentation to confirm one's status as an accredited investor all potential purchasers of the 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 paid 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 XAR 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 XAR 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 XAR 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 participation 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 XAR Tokens

XAR 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 XAR 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.

Prior Offerings

In January 2021, the Company conducted an angel round sale of XAR Tokens, through which the Company sold rights to 25,000,000 XAR Tokens for the consideration of US$0.004 per XAR Token pursuant to certain Simple Agreements to Future Tokens.

Between May and July of 2021, the Company conducted a private pre-seed sale of XAR Tokens, through which the Company sold rights to 45,750,000 XAR Tokens for the consideration of US$0.01 per XAR Token pursuant to certain Simple Agreements to Future Tokens.

Between June and December of 2021, the Company conducted a private seed sale of XAR Tokens, through which the Company sold rights to 93,566,667 XAR Tokens for the consideration of US$0.02, US$0.025, and US$0.015 respectively, per XAR Token pursuant to certain Simple Agreements to Future Tokens.

The Company is currently conducting an ongoing private seed extension sale of XAR Tokens, through which the Company is selling rights to 60,000,000 XAR Tokens for the consideration of US$0.050, US$0.025, and US$0.010 respectively, per XAR Token pursuant to certain Simple Agreements to Future Tokens.

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 XAR 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 XAR Tokens, if issued, and that restrict the XAR 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 XAR 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 XAR Tokens hereunder. In addition, holders of XAR Tokens will not be able to transfer their XAR Tokens until such XAR Tokens have been released from any delivery restrictions to which they are subject.**

Procedures for Subscribing

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

Closing Requirements

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

The proceeds of this Offering will be disbursed to the Company upon the Company having raised a minimum of $350,000 by the end of the Offering or other related offerings for XAR Tokens from the Company's Initial DEX Offering/Public Sale allocation as set forth in the Distribution of XAR Tokens in the "Plan of Distribution," 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 XAR Tokens have been registered under the Securities Act or any securities laws of any state, and unless so registered, the XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR 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 XAR Token holders thereof or (B) notifies XAR 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 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 participate in the Offering, including an opportunity to ask questions of and request information from the Company, and such information has been made available to it.

(7) It is acquiring the SAFT and the XAR 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 XAR 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 XAR 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 “***XAR 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 XAR TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE "***REGULATION D LEGEND***"): THE HOLDER OF ANY XAR TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH XAR TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE XAR 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 XAR Tokens unless it is given reasonable assurance that each person to whom it transfers XAR Tokens receives notice of any restrictions on transfer of such XAR 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 XAR 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 XAR Tokens will not be required to accept for registration of transfer any XAR 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 XAR Tokens will be subject to the transfer restrictions set forth under this "Notice to Purchasers."

(14) It (a) is able to act on its own behalf in the transactions contemplated by this Memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective purchase of the Interests and (c) (or the account for which it is acting as a fiduciary or agent) has the ability to bear the economic risks of its prospective purchase of the Tokens, and can afford the complete loss of such purchase.

(15) It acknowledges that the 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 XAR TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS PRIVATE PLACEMENT MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT CHANGES TO THE INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. WE WILL NOT OBTAIN ANY RULING FROM THE INTERNAL REVENUE SERVICE WITH REGARD TO THE TAX CONSEQUENCES OF THE RECEIPT OF OR A PURCHASE OF XAR TOKENS.

THE TAX TREATMENT OF XAR 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 XAR TOKENS MAY RESULT IN ADVERSE TAX CONSEQUENCES TO PURCHASERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-U.S. TAX TREATMENT OF THE RECEIPT OF AND A PURCHASE OF XAR 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

Arcana Technologies Ltd
Balance Sheet as on 31/08/2023

Particulars	Note No	Amount (USD)
(A) ASSETS		
1. Non Current Assets		
a. Fixed Assets		-
Total Non Current Assets		-
2. Current Assets		
a. Cash and Cash Equivalents		
b. Intangible Assets		
Digital Assets		2,50,000
c.Investment		-
Amount receivable from shareholder		-
Total Other Current Assets		2,50,000
Total Current Assets		2,50,000
Other Assets		
Total Other Assets		-
TOTAL ASSETS		**2,50,000**
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Income Tax Payable		
Loan from Director		
Expense Payable		-
Accrued expenses		-
Total Other Current Liabilities		-
Non Current Liabilities		
Amount raised against Tokens		39,23,004
Unsecured Loans		-
Convertible Notes		-
Total Non Current Liabilities		-
Total Liabilities		39,23,004
Equity		
Share capital		
Retained Earnings		- 29,38,793
Net Income/loss		- 7,34,211
Total Equity		- 36,73,004
TOTAL LIABILITIES & EQUITY		**2,50,000**

Arcana Technologies Ltd

Profit and Loss account for the period ended 31st August, 2023

Particulars	Note		Amount (in USD)
Ordinary Income/Expense			
Income			
Consulting income			
Other income			
Total Income			**-**
Gross Profit			-
Expenses			
Performance Bonus			82,000
Consulting Expenses			6,38,799
Legal and Compliance			7,000
Loss in Conversion			6,412
Total Expense			**7,34,211**
Profit before tax		-	7,34,211
Income Tax Expense			
Profit for the period		-	7,34,211

ADDENDUM B
FORM OF SIMPLE AGREEMENT FOR FUTURE TOKENS
ARCANA TECHNOLOGIES LTD.
Offering: XAR Tokens

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS HAS NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION. NEITHER THIS AGREEMENT NOR THE TOKENS ISSUABLE UNDER IT MAY 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 BRITISH VIRGIN ISLANDS AND IN OTHER JURISDICTIONS, MAY MATERIALLY AND ADVERSELY IMPACT THE VIABILITY OF THE ARCANA NETWORK, 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.

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 PARTICIPATING 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. A PURCHASER 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" IN THE INFORMATION MATERIALS. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

STRIPE, INC. ("STRIPE"), THE CREDIT CARD PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

BANKPROV (THE "*ESCROW AGENT*"), BITGO TRUST COMPANY, INC ("*BITGO"),* 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.

ODB HAS ENGAGED BITGO AS A THIRD-PARTY CUSTODIAN TO HELP FACILITATE THIS OFFERING. BITGO, AS A THIRD-PARTY SERVICE PROVIDER, DOES NOT HOLD ANY INTEREST IN ANY TOKENS BEING OFFERED PURSUANT TO THIS OFFERING OR THE PROCEEDS RESULTING FROM THIS OFFERING EXCEPT ANY CONSIDERATION RECEIVED FOR SERVICES RENDERED AS RELATING TO THIS OFFERING.

SIMPLE AGREEMENT FOR FUTURE TOKENS

OF

ARCANA TECHNOLOGIES LTD.

a British Virgin Islands business company with limited liability

TERMS SCHEDULE

Name of Purchaser:	[INSERT NAME]
Email Address of Purchaser:	[INSERT EMAIL]
Date of this Agreement:	[INSERT DATE OF AGREEMENT]
Deadline Date:	March 31, 2024, 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: **(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$0.05 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]
Delivery Restrictions and Vesting:	Prior to the expiration of the one-year period following Token delivery (the "Restricted Period"), the Purchaser will not offer, sell, pledge, or otherwise transfer the SAFT or Tokens, unless in compliance with securities laws, including, where applicable, Securities Act Rule 144. In addition to the Restricted Period, and subject to the occurrence of the Token Integration Event ("TIE"), 100% of the Purchased Tokens will be delivered to the Purchaser on the last day of the thirteenth (13) month from the TIE.

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

a. the undersigned purchaser (the "**Purchaser**"); and

b. Arcana Technologies Ltd., a British Virgin Islands business company with limited liability (the "**Company**").

WHEREAS:

a. The Company proposes to create and make available the Tokens 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.

The Terms Schedule supplements, forms part of, and is subject to, the Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

Terms used in this Agreement and defined in the Terms Schedule or defined in this Clause 1 below shall have the meaning attributed to such terms as specified thereat for all purposes of this Agreement.

"**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, and has to the Company's satisfaction attested to facts supporting such qualification on Annexure 3 attached hereto.

"**Affiliates**" means, with respect to any specified Person, any director, officer, partner, member, authorised 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 volume-weighted average hourly price on https://coinmarketcap.com/or across such exchange or exchanges as the Company may determine in its sole and absolute discretion at the time of receipt from the Purchaser; provided, however, that in the event that such exchange or exchanges are replaced or cease to be available for whatever reason (including technical issues) at such time that affect the accuracy of the volume-weighted average price, the Company shall find a suitable alternative or use its reasonable best efforts to determine the volume-weighted average price at such time.

"**Assets**" means the assets of the Company that remain lawfully available for payment to the Purchaser after all other liabilities of the Company have been satisfied and discharged in full and all other creditors of the Company have been paid in full but prior to the payment of any amounts to any equity holders of the Company.

"**Arcana Network**" means the Company's network as detailed further in the Information Materials, including the Company's platform from which it offers its products, regardless of whether the platform operates on the Company's appchain.

"**Company Entities**" means each of the separate undertakings and entities comprised within the Company Group and "**Company Entity**" means any of them.

“**Company Group**” means the Company and its Affiliates, if any.

“**Delivery Date**” means each date on which Purchased Tokens are to be delivered or transferred to the Purchaser by the Company for any reason (including, without limitation, because the Company is required to make such delivery or transfer hereunder or by any applicable Laws, or because the Company has agreed to make such delivery or transfer under any other agreements, or because the Company decides, in its sole discretion, to make such delivery or transfer).

“**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 organisation.

“**Information Materials**” means the Company’s offering materials made available for the express purpose of contemplated purchases pursuant to this Agreement (as such materials may amended from time to time).

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

“**Offering**” means the Company’s offer and sale of SAFTs under this Agreement targeting up to US$50,000 in gross proceeds.

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

“**Proceedings**” means any disputes, claims, suits, actions, causes of action, demands, procedures or proceedings.

“**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 a SAFT directly from the Company pursuant to this Agreement;
c. a member of the public in the British Virgin Islands;
d. a citizen or resident of or located in, or a legal entity formed or incorporated within or subject to the Laws of, a jurisdiction identified in Schedule 2 of this Agreement;
e. an individual or an individual employed by or associated with a legal entity or a legal entity identified on the United States Department of Commerce’s denied persons or entity list, the United States Department of Treasury’s specially designated nationals or blocked persons lists, the United States Department of State’s debarred parties list, any United Nations Security Council sanctions lists or any other sanctions list;
f. a Person identified as a terrorist organisation on any other relevant lists maintained by any Governmental Authority;
g. a Person acting, directly or indirectly, in contravention of any applicable Law;
h. a Person 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

i. 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**" or "**TIE**" means, as determined by the Company in its sole and absolute discretion, the date upon which Tokens are integrated and made available for use on the Arcana Network.

"**Token**" means the Company's cryptographic tokens known as XAR tokens, as described further in the Information Materials and which shall operate in connection with the Arcana Network. The Company shall mint no more than 1,324,606,384 Tokens.

"**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 organised 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 organised, incorporated or (if an individual) resident in the United States of America; and (ix) any partnership or corporation if (a) organised 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 U.S. Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the U.S. 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 organised, 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 of 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 organisations, 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;

c. the “Deadline Date” means the date specified in the Terms Schedule as adjusted, if applicable;

d. a term includes any term, definition, provision or condition of this Agreement or such other agreement, document or instrument as the context requires; and

e. 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 Terms Schedule and 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 Arcana Network’s design and functionality, (iii) the timing, manner and terms of allocation of the 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 the consent of, or 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, outcome and manner of such approval (if any) may be beyond the control or influence of the Company.

(e) EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, 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 ARCANA NETWORK, 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 ARCANA NETWORK, 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 within seven (7) 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 purchase in whole or in part along with this Agreement for any reason and for no reason. For the avoidance of doubt, the Company may round the number of Purchased Tokens set forth above to the nearest eighteenth decimal place.

(c) **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.

(d) **Token Integration Event**. If there is a TIE prior to the Deadline Date, the Company shall, subject to Company obtaining any relevant approvals from any relevant Governmental Authorities, deliver to Purchaser the Purchased Tokens as stated in the Delivery Restrictions and Vesting. 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(d) 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 all applicable Laws (including any applicable securities laws) and its 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 TIE.

(e) **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(d), the Company shall pay out of the

Assets as soon as reasonably practicable an amount equal to the Purchase Amount (the "**Returned Purchase Amount**") due and payable to the Purchaser immediately prior to the occurrence of the Dissolution Event save that if immediately prior to the occurrence of the Dissolution Event, the Assets are insufficient for the Company to make the payment to the SAFT Parties of their respective Returned Purchase Amounts in full, as determined in good faith by the Company's board of directors, then the Company's obligation to pay each Returned Purchased Amount shall be replaced with the obligation to pay, with equal priority and pro rata among the SAFT Parties, an amount 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. 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.

(f) **Deadline Date**. If the TIE has not occurred on or before the Deadline Date the Company shall make payment to the Purchaser as soon as reasonably practicable after the Deadline Date from Assets that remain lawfully available applying Clause 3(e) *mutatis mutandis* but with references to Dissolution Event being replaced with references to Deadline Date.

(g) **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 prior or other 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, amend and restate or otherwise modify the terms of this Agreement to be similar or identical to the subsequent SAFT. Any unsold Tokens at the time of the TIE shall initially be retained by the Company and can thereafter be dealt with by the Company in its sole and absolute discretion.

(h) **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 TIE to not transfer all or any portion of the Purchased Tokens to the Purchaser and shall, subject to the requirements of applicable Law, 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.

(i) **Contingency Offering**. This is a contingency offering. The success and completion of this Offering is contingent upon the Company having raised a minimum of $350,000 by the end of the Offering or other related offerings for XAR Tokens from the Company's Initial DEX Offering/Public Sale allocation as set forth in the Information Materials, and the funds will be returned to Purchasers, minus any applicable fees as described in the Information Materials, as soon as reasonably practical in the event that the Company does not meet this contingency.

(j) **Escrow and Custodying of Funds.** Purchases made via wire transfer or ACH will be sent to escrow and held by the Escrow Agent. Purchases made by credit card will be held by Stripe. Purchases made in the cryptocurrencies will be custodied through BitGo. All funds related to the Offering from (i) wire transfer, ACH, or cryptocurrency Purchases will be released to Company, and (ii) credit card Purchases will be released to Newfang Network Holdings PTE LTD ("***Newfang***") on behalf of the Company upon Company's request on the condition that the Company has raised a minimum of $350,000 by the end of the Offering or other related offerings for XAR Tokens as described in the Information Materials.

(k) **Return of Funds; Rejected Transactions**. If the Offering does not close for any reason or a subscription or purchase is rejected by the Company, including because ODB was unable to verify the purchase and KYC of the Purchaser, the Purchase Amount less any applicable transactions fees and gas cost 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 business company with limited liability duly organised with limited liability, validly existing and in good standing under the Laws of the British Virgin Islands;

(b) 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 authorised by all necessary actions on the part of the Company;

(c) 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; and

(d) 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

(e) 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

On the date hereof and on each Delivery Date, the Purchaser makes the representations, warranties and covenants set out in Schedule 5 to this Agreement for the benefit of each of the Company Entities. The Purchaser acknowledges to each of the Company Entities that it has read and fully understood the "Risk Factors" in the Information Materials. For so long as obligations remain outstanding hereunder, the Purchaser shall be deemed to make the representations on each day and at all times for the benefit of each of the Company Entities.

6. Procedures for Purchase

The Purchaser shall comply with the procedures set forth in Schedule 1 hereof.

7. Indemnification

The Purchaser does hereby to the fullest extent permitted by applicable Law indemnify, defend and hold each of the Company Entities 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 Entity that is finally resolved by judgment against the Purchaser or in favour of an Company Entity. The remedies provided in this Clause 7 shall be cumulative and shall not preclude the assertion by any Company Entity 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 and any termination of this Agreement.

8. Limitation of Liability

To the fullest extent permitted by applicable Law (i) in no event will any Company Entity 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 Arcana Network, 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 Entities, 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 Arcana Network 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 decentralised 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 Arcana Network 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 Arcana Network . 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 Arcana Network 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 Arcana Network . 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Entity or otherwise in connection with a reorganisation to change the Company's (or such Company Entity'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. The remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby. 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 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. 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 Entity. 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 Entity for processing and to recipients in countries which do not provide the same level of data protection as the British Virgin Islands. The Company and each other Company Entity 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 Entity 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 Entity 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 Entity 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 Entity 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 Entities 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 consummating the TIE.

(l) The Purchaser hereby acknowledges and agrees that for the purposes of applicable Law each Company Entity not a party to this Agreement is an intended third-party beneficiary under this Agreement (and the Company shall hold the benefit of such provisions on trust for each such Company Entity). 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) 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.

(n) 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 seven (7) calendar days of the date hereof.

(o) 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.

(p) 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.

(q) Clauses 1, 2, 3(e), 3(f), 3(g), 5, 7, 8 and 9 shall survive the termination or completion of this Agreement.

(r) Notwithstanding any other provision of this Agreement, the obligations of the Company are limited recourse obligations of the Company payable solely from the Assets (and in relation to the realisation of any Assets, the application of the proceeds thereof). All obligations of and any claims against the Company hereunder or in connection herewith after such realisation shall be extinguished and shall not thereafter revive. No recourse shall be had against any officer, director, partner, employee, shareholder or incorporator of the Company or its respective successors or assigns for any amounts payable in respect of the Tokens (except as otherwise provided herein).

(s) Notwithstanding any other provision of this Agreement, the Purchaser may not institute against, or join any other Person in instituting against, the Company or any of its Affiliates any bankruptcy, reorganisation, arrangement, insolvency, winding up, moratorium or liquidation Proceedings, or other Proceedings under the laws of the British Virgin Islands, the Cayman Islands, U.S. federal or State bankruptcy or similar laws. Nothing in this Clause 9 shall preclude, or be deemed to stop, the Purchaser (i) from taking any action prior to the expiration of the aforementioned period in (A) any case or Proceeding voluntarily filed or commenced by the Company or (B) any involuntary insolvency Proceeding filed or commenced by a Person other than the Purchaser, or (ii) from commencing against the Company any legal action which is not a bankruptcy, reorganisation, arrangement, insolvency, moratorium or liquidation Proceeding.

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.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first set forth above.

ACCEPTED AND AGREED TO:

ARCANA TECHNOLOGIES LIMITED.

By: __________________________________
An Authorised Representative

Name: Mayur Anandkumar Relekar
Email: token@arcana.network

PURCHASER:

Name of Purchaser: __________________________________

By: __________________________________

Name: __________________________________

Email: __________________________________

SCHEDULE 1

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) By making an investment commitment to purchase Tokens in this Offering, you are agreeing to the terms of the SAFT. 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) Prior to the Company's acceptance of the agreement, you must complete the 'know your client' (KYC) and 'anti-money laundering' (AML) processes on the online platform maintained by ODB.

(4) U.S. Persons will, in addition, be required to submit the Investor Eligibility Questionnaire as provided on Annexure 3 prior to the Company's acceptance of the Agreement.

(5) Pay the Purchase Amount to the Company within seven (7) calendar days of confirming your investment commitment.

(6) The Company shall countersign the Agreement and deliver a copy to you through the online platform maintained by ODB upon your completion of the purchase commitment process on the online platform maintained by ODB ("ODB"), and any other verification procedures requested by ODB.

(7) Tokens shall be delivered as specified in the Agreement to your nominated network address.

SCHEDULE 2

LIST OF RESTRICTED JURISDICTIONS

- Afghanistan
- Belarus
- Canada (Ontario and British Columbia)
- Congo
- Democratic Republic of Congo (D.R.C.)
- Cuba
- Democratic People’s Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Dubai
- Islamic Republic of Iran
- Libya
- Luhansk People's Republic (LNR) region of Ukraine
- Myanmar
- People's Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Any jurisdiction in which the entry into this Agreement or the ownership of the Tokens or the use of the Arcana Network 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 3

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, PURCHASERS MUST UNDERSTAND THAT SUCH PURCHASE 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 "U.S. 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 U.S. SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ACCORDINGLY, THE SECURITIES CANNOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE U.S. 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 U.S. SECURITIES ACT.

PROSPECTIVE PURCHASERS 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 TO PARTICIPATE, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE PURCHASER SHOULD CONSULT THE PURCHASER'S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE PURCHASER'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 OVER TIME. THE COMPANY UNDERTAKES TO MAKE AVAILABLE TO EVERY PURCHASER 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 PURCHASERS 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 PARTICIPATION IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE PURCHASER LESS THAN THE AMOUNT OF SECURITIES SUCH PURCHASER 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.

SCHEDULE 4

BRITISH VIRGIN ISLANDS PRIVACY NOTICE

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

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

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

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

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

(a) to comply with any applicable legal, tax or regulatory obligations on the Company Group or another Authorised Entity under any Applicable Laws;

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

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

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

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

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

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

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

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

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

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

Your rights: You may have certain rights under Applicable Law, including:

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

(b) the right to access Your personal data;

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

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

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

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

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

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

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

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

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

In this Schedule 4:

"**Affiliates**" means, with respect to any specified Person, any director, officer, partner, member, authorised 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. Where "Person" means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.

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

SCHEDULE 5

<u>Purchaser Representations, Warranties and Covenants</u>

The Purchaser makes (and is deemed to make) the representations, warranties and covenants below in accordance with the Agreement:

(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 U.S. Securities Act) is subject to of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the U.S. 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 organisation on any other relevant lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, 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 4 of this Agreement.

(f) 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.

(g) 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 organisational 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.

(h) 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.

(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 offer and sale of the SAFT 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; (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, U.S. Securities Act Rule 144, the provisions of Regulation S under the U.S. Securities Act, pursuant to registration under the U.S. 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 U.S. Securities Act.

(j) 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 U.S. Securities Act and, therefore, cannot be resold except in compliance with the U.S. Securities Act. The Purchaser is purchasing pursuant to 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 purchase, is able to incur a complete loss of such purchase without impairing the Purchaser's financial condition and is able to bear the economic risk of such purchase for an indefinite period of time;

b. Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act (i.e., (i) 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 US$1,000,000, (ii) a natural Person who had an individual income in excess of US$200,000 in each of the two most recent years or joint income with that Person's spouse in excess of US$300,000 in each of those two years and has a reasonable expectation of reaching the same income level in the current year, (iii) a corporation, limited liability company or partnership having total assets in excess of US$5,000,000 that was not formed for the purpose of purchasing the Interests pursuant to this SAFT, or (iv) otherwise meets the requirements for an “accredited investor” under Regulation D promulgated by the Securities and Exchange Commission under the U.S. Securities Act). The Purchaser has accurately and completely completed the accredited investor verification process required by the Company; and

c. the Purchaser has been advised that, to the extent applicable, Rule 144 promulgated under the U.S. 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**”).

(k) the Purchaser will not acquire and will not transfer any Tokens within or engage (except as specifically authorised by the Company) in any activity relating to the sale, distribution or any other use of Tokens in any jurisdiction identified in Schedule 2 of this Agreement.

(l) 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.

(m) 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.

(n) 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.

(o) 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):

1) THE TOKENS HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT COVERING THE TOKENS, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IN ACCORDANCE WITH REGULATION S OF THE U.S. SECURITIES 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 U.S. SECURITIES ACT.

2) THE TOKENS MAY NOT BE USED IN HEDGING TRANSACTIONS UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT AND ALL SUCH APPLICABLE LAWS

OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE OR IN ACCORDANCE WITH REGULATION S OF THE U.S. SECURITIES ACT.

3) 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.

(p) 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 U.S. 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.

(q) 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.

(r) 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.

(s) 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 purchase, is able to incur a complete loss of such purchase without impairing the Purchaser’s financial condition and is able to bear the economic risk of such purchase for an indefinite period of time.

(t) the Purchaser has read and fully considered and understands the Information Materials and this Agreement and that the Purchaser has evaluated the Purchaser’s participation in the light of the Purchaser’s financial condition and resources.

(u) THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS AND RIGHTS THEREIN, INCLUDING THE TOKENS, CAN BE IMMEDIATE AND SUBSTANTIAL. THERE IS NO GUARANTEE AGAINST LOSSES FROM PARTICIPATING IN THE OFFERING. PURCHASER SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING VIRTUAL CURRENCY IS SUITABLE FOR THE PURCHASER IN LIGHT OF ITS FINANCIAL CONDITION. THE PURCHASER ACKNOWLEDGES, AGREES AND ASSUMES ALL RISKS ASSOCIATED WITH THIS AGREEMENT AND THE TOKENS INCLUDING, WITHOUT LIMITATION, THOSE RISKS DISCLOSED IN THE ”RISK FACTORS” OF THE INFORMATION MATERIALS.

(v) 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.

(w) 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 Arcana Network shall not function as intended; (ii) the Arcana Network and TIE shall not be completed; (iii) the Arcana Network shall fail to attract sufficient interest from key stakeholders; and (iv) the Company and/or the Arcana Network may be subject to investigation and punitive actions from Governmental Authorities.

(x) 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.

(y) the Purchaser understands that no public market now exists for the SAFT or the Tokens, and that the Company has made no assurances that a public market will ever exist for the SAFT or the Tokens and the Company is under no obligation to register or qualify the SAFT or the Tokens under the laws of any Governmental Authority.

(z) 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 Arcana Network 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 Company Entity to further support and/or develop the Tokens and/or the Arcana Network following the TIE. THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS OR ARCANA NETWORK, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(aa) 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.

(bb) 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.

(cc) the Purchaser has no right or claim pursuant to this Agreement against any Company Entity other than in the event of the Company’s breach of this Agreement.

(dd) 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 Entity.

(ee) 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.

(ff) 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.

(gg) to the fullest extent permitted by applicable Law, the Purchaser does hereby indemnify, defend and hold the Company Entities 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(d) of this Agreement) associated with or arising from the Purchaser’s purchase of Tokens hereunder, or the use or ownership of Tokens.

(hh) the Company Entities 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.

(ii) 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 Arcana Network and/or anything in relation to the Company Entities.

(jj) 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 2 of this Agreement, as may be amended by the Company from time to time. Any breach of this Item (jj) of this Schedule 5 or failure to comply with this Item (jj) of this Schedule 5 (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.

(kk) 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**").

(ll) 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 date of this Agreement.

(mm) 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 authorised 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.

(nn) the Company may run any check or inquiry 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 Arcana Network.

(oo) 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/customer', tax reporting and anti-money laundering policies and that any breach or failure to comply with this Item (oo) of this Schedule 5 (determined at the sole and absolute discretion of the Company) shall give the Company the right refuse any application by the Purchaser.

(pp) the use of the Tokens, the development of the Arcana Network 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.

(qq) 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, organisation, scheme, venture or project (including the Company or any other Company Entity); (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 the Company or any other Company Entity 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 Arcana Network if successfully completed and deployed; or (v) any commodity that any Person is obliged to redeem or purchase.

(rr) 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.

(ss) 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.

(tt) 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.

(uu) 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.

(vv) 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.

(ww) 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.

(xx) 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.

(yy) no corporate action, legal proceeding or other procedure or step has been taken in relation to (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Purchaser; (ii) a composition, compromise, assignment or arrangement with any creditor of the Purchaser for the reason of avoiding financial difficulty; (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Purchaser or any of its assets or (iv) enforcement of any security over any assets of the Purchaser, or any analogous procedure or step is taken in any jurisdiction in relation to any of the foregoing has been taken or, to the knowledge of the Purchaser, threatened in relation to the Purchaser.

(zz) no expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Purchaser which is not frivolous or vexatious and is not discharged within 15 days has been taken or, to the knowledge of the Purchaser, threatened in relation to the Purchaser.

(aaa) none of the following apply to the Purchaser (i) the Purchaser is unable or admits inability to pay its debts as they fall due; (ii) the Purchaser is deemed to, or is declared to, be unable to pay its debts under applicable Law; (iii) the Purchaser suspends or threatens to suspend making payments on all or a material part of its debts; (iv) the Purchaser by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling all or a material part of its indebtedness or (v) a moratorium is declared in respect of any indebtedness of the Purchaser.

(bbb) the Purchaser understands and agrees that the Tokens are limited recourse obligations of the Company payable solely from the proceeds of the available Assets, and following realisation of such Assets and application of the proceeds thereof (if any), all obligations of and any claims against the Company hereunder or in connection therewith after such realisation will be extinguished and will not thereafter revive.

WITH RESPECT TO THE INFORMATION MATERIALS, THE ARCANA NETWORK, 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 ARCANA NETWORK ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE TOKENS OR THE ARCANA NETWORK 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.

PURCHASER ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE TOKENS IN ANY WAY. PURCHASER HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY USE OF THE TOKENS, OR THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAVE CHOSEN NOT TO DO SO, (B) THE COMPANY HAS NOT PROVIDED PURCHASER WITH ANY TAX ADVICE, AND (C) PURCHASER AGREES TO BE FULLY RESPONSIBLE FOR ANY TAXES RESULTING FROM ANY PURCHASE, HOLDING, EXCHANGE, SALE, STAKING, TRANSFER OR OTHER USE OF THE TOKENS.

ANNEXURE 3

Eligibility Questionnaire for U.S. Persons

Each prospective Purchaser who is a U.S. Person or is otherwise purchasing SAFTs in the U.S. must complete and sign this questionnaire. The Company will use the responses to this questionnaire to qualify prospective investors for purposes of U.S. federal and state securities laws.

The Company will not accept the prospective Purchaser's investment until it determines, based on the facts disclosed in this questionnaire and any other information known to the Company, that the prospective investor is eligible.

You must answer all questions in either the "Individuals" or "Entities and Organizations" section. If the answer to any question below is "none" or "not applicable," please provide that response.

You agree that the Company may present this questionnaire to any other party that the Company deems appropriate to establish the availability of exemptions from registration under U.S. federal and state securities laws or to otherwise comply with governmental or regulatory authorities. When you sign below you are representing that the information you furnish in this questionnaire is true and complete of your own knowledge, and you acknowledge that the Company and its counsel are relying on the truth and accuracy of the information to comply with U.S. federal and state securities laws. You agree to notify the Company promptly of any changes in the information you provide that may occur prior to an actual investment with the Company.

Name: ________________________________

By: ________________________________

Title: ________________________________

Address: ________________________________

____

____

____

Email: ________________________________

Individual Investors Complete the Following Questions	
I am an "accredited investor" because I qualify for one of the following statuses:	
(a)	I have a net worth (or joint net worth with my spouse or domestic partner) in excess of US$1,000,000. For purposes of this question, "net worth" means the excess of total assets (excluding value of primary residence[2]) over total liabilities.
(b)	I have had individual income in excess of US$200,000 (excluding my spouse or domestic partner) in each of the two most recent years (or joint income with my spouse or domestic partner in excess of US$300,000 in each of those years), and have a reasonable expectation of reaching the same income level in the current year.
(c)	I hold a Series 7, Series 65 or Series 82 license administered by the U.S. Financial Industry Regulatory Authority.
(d)	I am a "family client" (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940), of a family office (as defined in such rule) with assets under management exceeding US$5,000,000, and my investment in the Company is directed by the management of such family office.

[2] The estimated fair market value of the primary residence is *not* included as an asset and the amount of debt secured by the primary residence, up to the estimated fair market value of the property, is *not* included as a liability. However, the amount of any debt secured by the primary residence that is in excess of the estimated fair market value of the primary residence is included as a liability. In addition, if the amount of debt secured by the primary residence increased within the last 60 days (other than as a result of acquiring the residence), then the amount of the increase is included as a liability.

Entity Investors and Organizations Complete the Following Questions:	
The Purchaser is an "accredited investor" because the Purchaser qualifies for one of the following statuses:	
(a)	The Purchaser is a trust with total assets in excess of US$5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.
(b)	The Purchaser is a bank, insurance company, investment company registered under the United States Investment Company Act of 1940, as amended (the "Companies Act"), a broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934, as amended, a business development company, a Small Business Investment Company licensed by the United States Small Business Administration, a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act, a plan with total assets in excess of US$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended
(c)	The Purchaser is an employee benefit plan and either all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, or the Purchaser has total assets in excess of US$5,000,000 or, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.
(d)	The Purchaser is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
(e)	The Purchaser is a corporation, partnership, business trust, limited liability company or other form of entity (including a Native American Tribe or entity formed under tribal law) not formed for the purpose of acquiring the Securities, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in each case with total assets in excess of US$5,000,000.
(f)	The Purchaser is an entity (including a Native American Tribe or entity formed under tribal law) whose equity owners are all accredited investors.
(g)	The Purchaser is a "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, with assets under management in excess of US$5,000,000, that is not formed for the specific purpose of acquiring Units, and whose prospective investment in Units 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 investment in Units

ADDENDUM C
TERMS AND CONDITIONS OF THE XAR TOKENS

Arcana Technologies Ltd.
(the “Company”)

Token Terms and Conditions

Last Updated: September 2023

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 ARCANA NETWORK, 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.

“**Arcana Blockchain**” means an appchain that the Company will build using a blockchain that supports the development of appchains, such as Polygon Supernets or Cosmos.

“**Arcana Network**” means the Arcana Blockchain and the Arcana Platform.

“**Arcana Platform**” means the Company’s suite of Web3 software development kits (“SDKs”) and application programming interfaces (“APIs”).

“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 Arcana Technologies. Ltd., a company incorporated in the British Virgin Islands, which is the entity initiating the Token Sale and offering the Tokens for purchase in accordance with these T&Cs.

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

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

“Parties” means the Company and You.

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

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

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

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

a. a Person unable to pass the Company's know-your-client requirements as may be determined by the Company from time to time in its sole and absolute discretion;
b. a U.S. Person, except an Accredited Investor purchasing Tokens directly from the Company;
a. 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 Arcana Network known as XAR Tokens, as described further in the Information Materials and which shall operate in connection with the Arcana Network Arcana Network. The Company shall mint no more than 1,324,606,384 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.
Arcana Network
"Website" means https://www.arcana.network/ (as updated or replaced from time to time).

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

CLAUSE 2. TERMS AND CONDITIONS, STATUS AND ACCEPTANCE

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

2.2. These T&Cs define the rights and obligations of the Parties in relation to the Tokens and Your purchase and use of the Tokens.

2.3. You must carefully read and agree to comply with these T&Cs before purchasing and/or using the Tokens and/or using the Arcana Network.

2.4. By purchasing Tokens and/or using the Arcana Network, 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 Arcana Network 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 Arcana Network will not be used by a large number of businesses, individuals, and other organizations and (iii) there will be limited public interest in the Arcana Network and that such lack of interest could negatively impact the Tokens and the Arcana Network.

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 ARCANA NETWORK INCLUDING, WITHOUT LIMITATION, THOSE IDENTIFIED IN CLAUSE 6 OF THESE T&Cs AND IN THE INFORMATION MATERIALS.

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

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

3.4. OTHER THAN TO THE EXTENT SET OUT IN THE INFORMATION MATERIALS, THE TOKENS ARE NOT INTENDED TO BE OR TO REPRESENT A STOCK, A LOAN CONTRACT, A COMMODITY, A CURRENCY, A SHARE, AN INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, AN INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, A CERTIFICATE REPRESENTING CERTAIN SECURITIES, AN OPTION, A FUTURE OR A CONTRACT FOR DIFFERENCE IN THE BRITISH VIRGIN ISLANDS OR IN ANY PERMITTED JURISDICTIONS. TOKENS ARE NOT INTENDED TO BE SECURITIES IN THE BRITISH VIRGIN ISLANDS AND SHALL NOT IN ANY CASE BE CONSIDERED AS SUCH IN THE BRITISH VIRGIN ISLANDS AND THE OFFER OF TOKENS HAS NOT BEEN REGISTERED WITH ANY GOVERNMENTAL AUTHORITY IN THE BRITISH VIRGIN ISLANDS OR ANY PERMITTED JURISDICTIONS. YOU ACKNOWLEDGE AND AGREE THAT TOKENS DO NOT REPRESENT ANY STOCK, LOAN CONTRACT, COMMODITY, CURRENCY, SHARE, INSTRUMENT CREATING OR ACKNOWLEDGING INDEBTEDNESS, INSTRUMENT GIVING ENTITLEMENTS TO SECURITIES, CERTIFICATE REPRESENTING CERTAIN SECURITIES, OPTION, FUTURE OR CONTRACT FOR DIFFERENCE OR RIGHT TO RECEIVE INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY, OR ANY VOTING OR GOVERNANCE RIGHTS OR ANY OTHER RIGHT TO INFLUENCE THE DEVELOPMENT OR OPERATION OF THE COMPANY AND DO NOT REPRESENT ANY OWNERSHIP RIGHT OF OR IN THE COMPANY. HOWEVER, WITHOUT LIMITATION TO THE ABOVE, THE COMPANY RESERVES ALL RIGHTS WITH RESPECT TO PURSUING ANY FORM OF DECENTRALIZED GOVERNANCE SHOULD IT SO DETERMINE THAT DOING SO WOULD BE IN THE BEST INTERESTS OF THE HOLDERS OF TOKENS FROM TIME TO TIME.

3.5. THE COMPANY RESERVES THE RIGHT TO CANCEL ANY TOKEN PURCHASE AT ANY TIME IN THE COMPANY’S SOLE AND ABSOLUTE DISCRETION AND WITHOUT PRIOR NOTICE AND WITHOUT ANY LIABILITY OR FURTHER OBLIGATION OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PARTY, IN THE EVENT THE COMPANY FINDS SUCH MEASURES REASONABLE AND/OR NECESSARY IN A PARTICULAR SITUATION, INCLUDING, BUT NOT LIMITED TO, CHANGE OF REGULATORY REQUIREMENTS, OR UPON SUSPICION OR DETECTION THAT YOU DO NOT PRIMARILY RESIDE OR ARE NOT DOMICILED IN A PERMITTED JURISDICTION OR ARE ENGAGED IN FRAUD OR OTHER ILLEGAL ACTIVITY.

3.6. CERTAIN JURISDICTIONS EXPRESSLY PROHIBIT OR RESTRICT THE OFFER, SALE AND/OR PURCHASE OF CRYPTOCURRENCIES AND/OR CRYPTOGRAPHIC TOKENS, WHILE OTHER JURISDICTIONS MAY REQUIRE THE COMPANY AND/OR THE TOKENS TO BE LICENSED, REGISTERED, AUTHORISED OR OTHERWISE REGULATED. THE TOKENS MAY BE DEEMED TO BE SECURITIES FOR PURPOSES OF SECURITIES LAWS IN VARIOUS JURISDICTIONS SUCH THAT THE OFFER OR SALE OF TOKENS BY THE COMPANY IN SUCH JURISDICTIONS MAY REQUIRE REGISTRATION OR OTHER STEPS

TO BE TAKEN WITH THE RELEVANT REGULATORY AUTHORITIES IN THOSE JURISDICTIONS OR FOR AN EXEMPTION FROM SUCH REGISTRATION OR OTHER STEPS BEING A REQUIREMENT. NO SUCH STEPS HAVE BEEN TAKEN BY THE COMPANY NOR HAS ANY SUCH RELEVANT EXEMPTION BEEN CONFIRMED. SOME OTHER JURISDICTIONS HAVE OR MAY HAVE BEEN EXCLUDED FROM THE TOKEN SALE FOR OTHER REASONS, AS DETERMINED BY THE COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION. PERSONS (NATURAL OR LEGAL) WHO ARE A RESIDENT OR TAX RESIDENT, HAVE A DOMICILE IN OR OTHERWISE HAVE A RELEVANT CONNECTION WITH ANY PROHIBITED JURISDICTION ARE EXCLUDED FROM PARTICIPATING IN THE TOKEN SALE AND POSSESSING AND USING ANY TOKEN. TOKENS MAY NOT BE MARKETED, OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO ANY PROHIBITED PERSON AND NEITHER THESE T&CS NOR ANY INFORMATION MATERIALS MAY BE SUPPLIED TO ANY PROHIBITED PERSON, OR USED IN CONNECTION WITH THE OFFER OR SALE OF TOKENS BY THE COMPANY TO ANY PROHIBITED PERSON. THE INFORMATION CONTAINED IN THESE T&CS AND/OR, ANY INFORMATION MATERIALS WILL NOT CONSTITUTE AN OFFER TO SELL OR AN INVITATION, ADVERTISEMENT OR SOLICITATION OF AN OFFER TO BUY ANY TOKENS WITHIN A PROHIBITED JURISDICTION OR TO ANY PROHIBITED PERSON. FOR THE AVOIDANCE OF DOUBT, THE LIST OF PROHIBITED JURISDICTIONS MAY BE CHANGED FROM TIME TO TIME, IRRESPECTIVE OF THE AWARENESS OF THE COMPANY AND RELEVANT AMENDMENTS MAY BE MADE TO THESE T&CS. YOU ARE ONLY PERMITTED TO USE THE WEBSITE AND ARCANA NETWORK 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 ARCANA NETWORK, 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 Arcana Network or use or access any software on or through the Arcana Network.

4.2. You shall not acquire or seek to acquire any Tokens or access or use, or seek to access or use, the Arcana Network 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 Arcana Network 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 Arcana Network.

4.5. Your continued use of the Tokens and/or the Arcana Network 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 Arcana Network, You must stop using the Arcana Network.

4.6. These T&Cs and the Arcana Network, 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network functionality and prospects. These forward-looking statements are based on the current expectations and a number of factors could affect future events. You should carefully review “Risk Factors” in the Information Materials, for a discussion of certain factors that could affect future events implied by any such forward looking statements and certain other risks associated with a purchase of the Tokens or use of the Arcana Network.

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 Arcana Network 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 Arcana Network and Blockchain-based systems, have a full understanding of the relevant frameworks of the foregoing, and have obtained sufficient information about the Company, the Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;

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

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

5.3. You further represent and warrant that any funds You use to purchase Tokens whether in the Token Sale or otherwise are in each case Your property or You are duly authorized to possess and transact using such funds by the owner of such funds.

5.4. You acknowledge and agree that the Company enters into these T&Cs with You in reliance on the representations and warranties set out in this Clause 5.

CLAUSE 6. RISKS OF TOKENS AND LIMITATIONS OF LIABILITIES

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

6.2. You do hereby confirm that You have read and fully understood the "Risk Factors" in the Information Materials and accept the risks identified therein.

6.3. There may be additional risks that cannot be anticipated or foreseen due to the incipience of cryptographic token technology, Blockchain-based technology and related technologies.

CLAUSE 7. DISCLAIMER OF WARRANTIES

7.1. THE ARCANA NETWORK 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 ARCANA NETWORK 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 ARCANA NETWORK,

INCLUDING THAT THE ARCANA NETWORK OR ANY SERVICES OBTAINED THROUGH THE ARCANA NETWORK WILL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE ARCANA NETWORK OR THE COMPANY'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR ACCESS TO OR USE OF THE ARCANA NETWORK, INCLUDING CRYPTOCURRENCY SERVICES, ASSETS, AND ANY INFORMATION, IMAGES OR AUDIO CONTAINED OR RELATED TO THE ARCANA NETWORK 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 ARCANA NETWORK 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 ARCANA NETWORK 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 COMPAY'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 Arcana Network 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 Arcana Network, or (B) purchase or use of Tokens;

(vi) Your ability or inability to use the Arcana Network, 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 Arcana Network, 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 Arcana Network;

(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 Arcana Network 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 Arcana Network 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 Arcana Network;

(xi) the Arcana Network 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 Arcana Network, 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 Arcana Network, 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 Arcana Network, Tokens or the Website; (v) information or material transmitted through any device associated with Your use of the Arcana Network 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 Arcana Network, 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 Arcana Network, 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 Arcana

Network or within the Tokens or provided in connection with the Arcana Network or the Tokens, including, without limitation, the intellectual property rights for the Arcana Network 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 Arcana Network, 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 Arcana Network, 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 Arcana Network 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 Arcana Network 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 Arcana Network. If You transfer any such private key, digital wallet or any other device associated with the purchase of Tokens or the use of the Arcana Network 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 Arcana Network. 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network 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 Arcana Network, 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 Arcana

Network 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 Arcana Network. 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 Arcana Network 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 Arcana Network). You may not assign Your rights or delegate Your duties as a user of the Arcana Network, 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 Arcana Network. 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 Arcana Network'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 Arcana Network, 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 Arcana Network, 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 Arcana Network. 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.

* * *

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

SCHEDULE 1

LIST OF PROHIBITED JURISDICTIONS

- Belarus
- Congo
- Cuba
- Democratic People’s Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Islamic Republic of Iran
- Libya
- Luhansk People's Republic (LNR) region of Ukraine
- Myanmar
- People's Republic of China
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Any jurisdiction in which the entry into this Agreement or the ownership of the Tokens or the use of the Arcana Network is prohibited by applicable Law
- Any jurisdiction which is subject to United States, United Nations or other applicable sanctions or embargoes

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

ADDENDUM D
PURCHASE PROCEDURES

PURCHASE PROCEDURES

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

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

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

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

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

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

Why do I need to complete my account verification?

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

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

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

Failure to complete your identity verification may result in a cancellation of your purchase commitment.

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

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

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

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

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

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

If the payment for the purchase hasn't been received yet, then it is possible to switch the payment method so long as the campaign is still active. Once a purchase is finalized, you will no longer be able to switch your payment method.

Acceptable payment methods will vary by offering. Please refer to our communications and the offering page for more information.

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

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

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

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

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

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

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

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

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

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

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

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

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