

**ALTHEA FINANCE \$THEA GOVERNANCE TOKEN ISSUANCE AGREEMENT - PUBLIC IDO
ISSUANCE
("AGREEMENT")**

This Agreement sets out the terms and conditions in relation to the Althea Finance Governance Token Issuance for the distribution of \$THEA tokens (the **"Governance Tokens"**, or **"Tokens"**) from Althea Labs, a company incorporated under the laws of the British Virgin Islands (the **"Governance Token Issuer"**) to You (**"You"** or the **"Acquirer"**), the undersigned, during the Acquisition Period. Each of You and the Token Issuer shall hereinafter be referred to as a **"Party"**, and collectively, You and the Token Issuer shall hereinafter be referred to as the **"Parties"**.

Please read this Agreement set out herein carefully before clicking the "I Agree" button on the Designated Web Address.

THE GOVERNANCE TOKENS ARE NOT INTENDED TO CONSTITUTE SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME, CAPITAL MARKETS PRODUCTS OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. THE GOVERNANCE TOKENS REPRESENT SOLELY TOOLS OF GOVERNANCE OF THE ALTHEA FINANCE DAO AND THE SYSTEM OF GOVERNANCE THEREIN AND DO NOT REPRESENT ANY ECONOMIC OWNERSHIP OF ANY KIND WHATSOEVER, AND ARE NOT INSTRUMENTS OF EQUITY IN ANY LEGAL ENTITY, STRUCTURE, ASSOCIATION OR ANY OTHER COMMERCIAL OR NON-COMMERCIAL ENTERPRISE WHATSOEVER. YOU ARE NOT CLAIMING OR RECEIVING ANY THE GOVERNANCE TOKENS FOR A SPECULATIVE PURPOSE AND DO NOT HAVE ANY INTENT OF ACQUIRING \$THEA TOKENS AS AN INVESTMENT OR WITH THE AIM OF MAKING A PROFIT AND WILL HAVE NO EXPECTATION OF PROFIT FROM GOVERNANCE PARTICIPATION OR FROM ACQUISITION OF GOVERNANCE TOKENS. YOU UNDERSTAND THAT \$THEA TOKENS HAVE NO INTRINSIC VALUE AND ARE SIMPLY TOOLS OF GOVERNANCE AND PARTICIPATION, AND HAVE NO INTRINSIC POTENTIAL FOR FUTURE APPRECIATION IN ANY FORM WHATSOEVER. THIS DOCUMENT AND THIS AGREEMENT DO NOT CONSTITUTE AN INVESTMENT PROSPECTUS, REGISTRATION STATEMENT, OR OTHER OFFER DOCUMENT OF ANY SORT AND ARE NOT INTENDED TO CONSTITUTE AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME, CAPITAL MARKETS PRODUCT, OR ANY OTHER FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT, OR A SOLICITATION FOR ANY FORM OF REGULATED INVESTMENT OR INVESTMENT PRODUCT IN ANY JURISDICTION. NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED OF THIS AGREEMENT. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN BY THE GOVERNANCE TOKEN ISSUER TO OBTAIN SUCH APPROVAL UNDER THE LAWS, REGULATORY REQUIREMENTS OR RULES OF ANY JURISDICTION. THE PROVISION OF THIS AGREEMENT TO YOU DOES NOT IMPLY THAT THE APPLICABLE LAWS, REGULATORY REQUIREMENTS OR RULES HAVE BEEN COMPLIED WITH.

Please note that You are not eligible and You are not to acquire any Tokens in this Token Issuance Agreement if You are a Disqualified Person by reason of jurisdiction exclusion or any other such reason which would render your participation in this Token Issuance Agreement prohibited under the laws of your jurisdiction. The specific definition of a Disqualified Person can be found below.

By clicking the "I Agree" button and/or a similarly designated acceptance field or checkbox on the Designated Web Address, You shall be electronically signing this Agreement and agreeing to and offering to contract with the Governance Token Issuer on and subject to the terms and conditions of this Agreement, and subject to the

Governance Token Issuer accepting your offer to contract by electronically signing this Agreement, You and the Governance Token Issuer will be legally bound by this Agreement (including the Annexes hereto); and You expressly acknowledge and represent that You have carefully reviewed this Agreement and fully understand the risks, costs and benefits, if any, of acquiring such Tokens under this Agreement and You agree to bear the principles and processes of caveat emptor during any and all processes related to Governance Token Issuance, with specific regard to assumption of all risks hereunder illustrated to You, and otherwise foreseeable.

IF YOU ARE IN ANY DOUBTS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S). IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT ACCEPT THIS AGREEMENT OR ACQUIRE ANY TOKENS.

The headings in this Agreement are included for convenience only and shall not be taken into account in construing this Agreement. References to a “**Paragraph**” and “**Annex**” are to be construed as references to the paragraphs of and the annexes to this Agreement. In these terms, words and expressions not otherwise defined shall have the meanings respectively ascribed thereon Annex 2 of this Agreement.

The Parties **HEREBY AGREE** as follows:

1. INTRODUCTION

1.1 Unless otherwise stated herein, this Agreement including the Annexes hereto shall govern your acquisition of Tokens from the Governance Token Issuer in the Token Issuance during the Issuance Period (as defined below).

1.2 The Token Issuance is conducted ONLY during the Issuance Period (as defined below).

1.3 No information contained in or on, and no part of the following:

- (a) the documentation at <https://althea-protocol.gitbook.io/althea-protocol>, uploaded on the Website at <https://www.altheafinance.com/> or the social media channels associated with the Project Group, the Project and/or Althea Finance, namely the Telegram Group at https://t.me/althea_finance, the Medium account at <https://medium.com/@altheaprotocol>, the Twitter account at <https://twitter.com/altheafinance> (collectively, the “Channels”);
- (b) the Channels;
- (c) any website or other social media channels directly or indirectly linked to the Channels; or
- (d) any other information or document,

shall constitute part of this Agreement, and no representations, warranties or undertakings are or are intended or purported to be given by the Governance Token Issuer in respect of any information contained in or on, or any part of the items as stated in Paragraphs 1.3(a) to (d) above.

2. ELIGIBILITY TO ACQUIRE TOKENS

Eligibility to Participate

2.1 You shall not participate in the Token Issuance if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your participation in the Token Issuance is not prohibited, restricted, curtailed, hindered, impaired or otherwise adversely affected in any way by any applicable law, regulation or rule in your country of residence or domicile.

2.2 You are not eligible and You are not to acquisition any tokens in the Token Issuance if:

- (a) You are an individual, You are a citizen, domiciled in, resident of, or physically present / located in an Excluded Jurisdiction;
- (b) You are a body corporate: (i) which is incorporated in, or operates out of, an Excluded Jurisdiction, or (ii) which is under the control of one (1) or more individuals who is/are citizens of, domiciled in or resident of, or physically present / located in, an Excluded Jurisdiction;
- (c) You are an individual or body corporate: (i) included in the Consolidated List published by the United Nations Security Council of individuals or entities subject to measures imposed by the United Nations Security Council accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>; or (ii) included in the United Nations List (UN Lists) or within the ambit of regulations relating to or

implementing United Nations Security Council Resolutions listed by MAS an accessible by <https://www.mas.gov.sg/regulation/anti-money-laundering/targeted-financial-sanctions/regulations-for-targeted-financial-sanctions> and <https://www.mas.gov.sg/regulation/anti-money-laundering/targeted-financial-sanctions/lists-of-designated-individuals-and-entities>; or included on the OFAC sanctions list and database assessible at <https://sanctionssearch.ofac.treas.gov/> whether You are an individual or body corporate either expressly included or being a citizen or resident thereof any state thereon or having any interaction or association with any OFAC sanctioned entity or state; or

- (d) You are an individual or body corporate who is otherwise prohibited or ineligible in any way, where in full or in part, under any law applicable to such individual or body corporate from participating in any part of the transactions contemplated in this Agreement, or
- (e) The Token Issuance is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in any jurisdiction applicable to You.
- (f) If You are acting on behalf of, whether in an official or unofficial capacity, any of the aforementioned entities and/or individuals which are prohibited under the herein terms.

(collectively, the “**Disqualified Persons**”)

Governance Token Issuance Rounds

2.3 You have been granted access to view this Agreement because You have been successfully whitelisted by the Governance Token Issuer, and/or have successfully accessed the public offering interface in line with the stipulations of the FCFS round. Only participants who have been successfully whitelisted by the Governance Token Issuer, at its sole and absolute discretion, shall be eligible to acquire the Tokens pursuant to the whitelist issuance. For the purposes of this Token Issuance, the Governance Token Issuer will allot You, or afford You the opportunity to establish a position within one, or both of the following rounds, at its sole and absolute discretion:

Round 1: Whitelist Round (“Whitelist Issuance”)

Round 2: First Come First Serve (“FCFS”) Round

(collectively, the “**Issuance Rounds**”)

Further details regarding the Issuance Rounds are found in Annex 1 to this Agreement.

2.4 To the extent that the Governance Token Issuer determines, in its sole discretion, that it is necessary to obtain certain information about You in order to comply with applicable laws or regulations in connections with the acquisition of Tokens, You shall provide such information promptly upon such request in such form or manner as the Governance Token Issuer may require, and You acknowledge and accept that the Governance Token Issuer may refuse to sell and/or withhold delivery of Tokens to You until such requested information has been provided to the satisfaction of the Governance Token Issuer. You shall notify the Governance Token Issuer of any change in the documents and information provided by You to the Governance Token Issuer for purposes of participating in the Public Issuance and in the absence of any notification in writing notifying the Governance Token Issuer of any change, the Governance Token Issuer is entitled to assume that the information provided by You remains true, correct, not misleading and unchanged.

3. ISSUANCE PERIOD AND TARGET AGGREGATE AMOUNT

3.1 The period during which the Token Issuance is undertaken will depend on which Issuance Round You are participating in, or, in the event that You participate in both rounds, will be based upon the Commencement Time of Issuance Period 1 to the Issuance Expiry Time of Issuance Period 2, with the respective terms of each individual round as follows:

Rounds	Type of Participant	Commencement Time	Issuance Expiry Time
1 ("Issuance Period 1")	Whitelist Round	12:00 PM UTC 1 April 2024	12:00 PM UTC 2 April 2024, or until \$1,500,000 in USD value is raised, whichever comes first
2 ("Issuance Period 2")	First Come First Serve ("FCFS") Round	12:00 PM UTC 2 April 2024	12:00 PM UTC 3 April, or until \$3,000,000 in cumulative USD value between both Round 1 and Round 2 is raised

(The collective issuance duration between Round 1 and 2 is known throughout this Agreement as the "**Issuance Period**")

Please note that Paragraph 3.3 will be applicable to any attempted acquisition of Tokens after the Issuance Expiry Time that is applicable to You. The applicable Issuance Expiry Time will be announced by the Governance Token Issuer as soon as practicable thereafter on the Channels or such other channels of communication as may be determined by the Governance Token Issuer.

3.2 **The Governance Token Issuer may, in its sole and absolute discretion, determine that the applicable Issuance Expiry Time or Commencement Time for either Issuance Round or both Issuance Rounds shall be such times other than as set out in Paragraph 3.1.** The Governance Token Issuer, pursuant to the aforementioned, reserves the right to extend the applicable Issuance Expiry Time in whole or in particular with any one individual participant or groups thereof in the Applicable Issuance Period.

3.3 In the event that You attempt to make an acquisition of Tokens after the applicable Issuance Expiry Time and You have made any transfers of the Accepted Digital Currency for such attempted acquisition of Tokens, or You transfer the Accepted Digital Currency in excess of the amount thereof as determined in accordance with Paragraph 4 of this Agreement that You should transfer in settlement of the Intended Acquisition Value, You acknowledge and agree that:

- (a) notwithstanding any provisioning in this Agreement and provided that such transfer of such Accepted Digital Currency is validated and verified on the blockchain applicable to such Accepted Digital Currency (with such transfer having the Required Confirmations) as successful and complete, You **will not be entitled** to any refund of such Accepted Digital Currency and even if the Governance Token Issuer decides, at its sole and absolute discretion, to provide any refund of such transfer whether in full or in part, any such refund shall be without interest and net of all administrative and/or third party charges and/or transaction fees (if any) that may be incurred in connection with such refund, which administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with any such refund shall be borne by You;

- (b) the Governance Token Issuer shall have no obligations in any form or manner whatsoever to You in respect of such attempted acquisition or excess transfer; and
- (c) You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer and the Indemnified Persons in connection with or arising from such attempted acquisition, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted acquisition or excess transfer.

4. ACCEPTED DIGITAL CURRENCY(IES), UNIT ACQUISITION PRICE, AND TRANSFER PROCEDURE

Acquisitions only through the Designated Web Address

4.1 You may only acquire Tokens in the Token Issuance through the Designated Web Address and **no other website or place**. In the event that You attempt to or purport to acquire Tokens through any website or place other than the Designated Web Address, You acknowledge and agree that:

- (a) the Governance Token Issuer shall have no obligation to deliver, and You shall have no right to receive, any Tokens;
- (b) the Governance Token Issuer shall have no obligation to provide, and You shall have no right to receive, any refund for any part of the Intended Acquisition Value transferred by You through such other website or place; and
- (c) the Governance Token Issuer shall have no obligations to You in any manner or form in respect of such purported acquisition.

Accepted Digital Currencies for Acquisition, Intended Acquisition Value and Confirmed Acquisitions

4.2 You shall provide to the Governance Token Issuer \$METIS, or other digital currencies as may be delineated from time to time in the sole and absolute discretion of the Governance Token Issuer (the “**Accepted Digital Currency**”) for acquisition of the Tokens (the total USD value provided by You to the Designated Address shall be measured with reference to the calculated conversion of the Accepted Digital Currency to USD at the time of provision pursuant to this issuance, and is hereinafter the “**Intended Acquisition Value**”) no other legal tender, fiat currencies, cryptocurrencies, blockchain assets or tokens shall be accepted as payment for acquisition of Tokens. Subject to the provisions of this Agreement, your attempted acquisition of Tokens under this Agreement shall be deemed to be a confirmed acquisition (“**Confirmed Acquisition**”) only upon:

- (a) your acceptance of this Agreement by clicking the “I Agree” button displayed on screen at the Designated Web Address as determined by the Governance Token Issuer; and
- (b) the validation and verification on the blockchain applicable to the Accepted Digital Currency that your transfer of the Accepted Digital Currency to the relevant Designated Address applicable to the Accepted Digital Currency (with such transfer having the Required Confirmations), as consideration for your intended acquisition of Tokens, is successful and complete;

Unit Acquisition Price, Acquisition Amount Threshold and Total Maximum Threshold

4.3 (a) The price paid by You for your acquisition of each individual Token (the “**Unit Acquisition Price**”) is variable depending on the total cumulative raise value raised pursuant to the Issuance Rounds, and shall be delineated in accordance with Annex 1.

(b) Notwithstanding that the Unit Acquisition Price and the Intended Acquisition Value is denominated in USD, only Accepted Digital Currency will be accepted as settlement of the Intended Acquisition Amount. Accordingly, payment of the Intended Acquisition Value can be affected by You only in the Accepted Digital Currency **that Governance Token Issuer offers You as an option for settlement of the Intended Acquisition Value.**

(c) The minimum and maximum amount of Accepted Digital Currency contribution that You may make in this Token Issuance will be dependent on the allocation, whether in a single round or in both rounds, You have been given by the Governance Token Issuer, at its sole and absolute discretion. (the “**Acquisition Amount Thresholds**”).

(d) The total maximum Accepted Digital Currency (“**Total Maximum Threshold**”) accepted by the Governance Token Issuer if You participate in both Round 1 and 2 is \$150,000 USD. For the avoidance of doubt, the Total Maximum Threshold is calculated with reference to the totality between the maximum contribution value in Round 1 of \$50,000 USD, and \$100,000 USD in Round 2.

FURTHER DETAILS OF THE TOKEN ISSUANCE IS NOTED WITHIN ANNEX 1 ATTACHED TO THIS AGREEMENT.

(e) Notwithstanding the foregoing of Paragraph 4.3(c), the Governance Token Issuer reserves the right to adjust, at its sole and absolute discretion, the Acquisition Amount Thresholds or the Total Maximum Threshold described within Paragraph 4.3(d), at any time to any individual or group of individuals, or in whole, prior to the applicable Issuance Expiry Time.

(f) To the extent You are entitled to receive any fractional number of Tokens for a Confirmed Acquisition of Tokens (to the extent not rejected by the Governance Token Issuer in accordance with this Agreement), such fractional number shall be rounded down to the nearest six (6) decimal place of a Token.

(g) Notwithstanding the foregoing of this Paragraph 4.3, the Governance Token Issuer reserves the right to adjust, in its sole and absolute discretion, the Unit Acquisition Price and/or the Applicable Exchange Rate at any time during the Issuance Period.

4.4 In the event the USD equivalent of the Accepted Digital Currency actually transferred by You to the relevant Designated Address applicable to such Accepted Digital Currency in settlement for an attempted acquisition of Tokens exceeds any the allocation provided to You by the Governance Token Issuer, the Governance Token Issuer may elect to treat such attempted acquisition as void and provided that such transfer of Accepted Digital Currency to the relevant Designated Address applicable to such Accepted Digital Currency is validated and verified on the blockchain applicable to such Accepted Digital Currency (with such transfer having the Required Confirmations) as successful and complete, You acknowledge and agree that:

- (a) the Governance Token Issuer may, notwithstanding any provision in this Agreement, elect in its sole and absolute discretion to reject your transfer of the amount of Accepted Digital Currency and/or the Intended Acquisition Value and, subject to Paragraph 4.4(b), provide a refund of such Intended Acquisition Value or Accepted Digital Currency in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which

case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by You;

- (b) the Governance Token Issuer shall be entitled to charge an administrative fee and an exchange fee for any such attempted transfer of Accepted Digital Currency;
- (c) save for any refund that the Governance Token Issuer may elect to provide under Paragraph 4.4(a), the Governance Token Issuer shall have no obligations in any form or manner whatsoever to You in respect of such attempted transfer of the Accepted Digital Currency and/or the Intended Acquisition Value to the relevant Designated Address; and
- (d) save for your right to such refund under Paragraph 4.4(a), You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer or any of the Indemnified Persons in connection with or arising from such attempted transfer of the Accepted Digital Currency and any and all equivalent of the Intended Acquisition Value, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from and against any and all losses, damages, taxes and liabilities and expenses that may be incurred by You in connection with or arising from such attempted transfer of the Accepted Digital Currency and any and all equivalent of the Intended Acquisition Value.

4.5 The Applicable Exchange Rate(s) may be published on the Designated Web Address at the Commencement Time:

- (a) in respect of the Applicable Exchange Rate for \$METIS versus USD or in any other Accepted Digital Currency, as the case may be, versus USD, by the Governance Token Issuer shall on publication be valid for twenty-four (24) hours and subject to adjustment every twenty-four (24) hours or any other adjustment period appropriate in the sole and absolute discretion of the Governance Token Issuer commencing from the Commencement Time.

4.6 The Intended Acquisition Value in your acquisition of Tokens shall be exclusive of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with your transfer of such Accepted Digital Currency for your intended acquisition of Tokens. Any such administrative and/or third party charges and/or other transaction fees or transaction failures (if any) incurred in connection with your transfer of such Accepted Digital Currency for your intended acquisition of Tokens shall be borne by You.

It shall be your sole responsibility to ensure that amount of transaction fees paid by You in connection with your transfer of Accepted Digital Currency as payment for your intended acquisition of Tokens, is sufficient for your transfer to be validated and verified on the blockchain applicable to such Accepted Digital Currency (with such transfer having the Required Confirmations), as a successful and complete transfer prior to the applicable Issuance Expiry Time.

Any amount (s) of transaction fees recommended by the Governance Token Issuer through the Channels or any other public or private communication channel is only indicative, and may not be representative or reflective of the actual amount(s) of transaction fees required for your transfer of Accepted Digital Currency in settlement of such Intended Acquisition Value to the relevant Designated Address applicable to such Accepted Digital Currency to be validated and verified on the blockchain applicable to such Accepted Digital Currency as successful and complete (with such transfer having the Required Confirmations) prior to the applicable Issuance Expiry Time. Accordingly, there is no assurance that any amount(s) of transaction fees recommended by the Governance Token Issuer through the Channels or any other public or private communication channel will be sufficient for your transfer of Accepted

Digital Currency to be validated and verified on the blockchain applicable to such Accepted Digital Currency as successful and complete (with such transfer having the Required Confirmations) prior to the applicable Issuance Expiry Time.

Address for Directing Transfers of Intended Acquisition Value

4.7 You shall transfer the Accepted Digital Currency for your intended acquisition of Tokens to the relevant Designated Address as may be provided to You by the Governance Token Issuer on the Designated Web Address, within the relevant Transfer Period.

4.8 Any transfer of Accepted Digital Currency for your intended acquisition of Tokens under Paragraph 4.7 shall be made from the Acquirer's Digital Wallet which You have connected to the Designated Web Address for the Token Issuance and which is **not** an account or wallet established and maintained with any Centralised Exchange. In the case where You transfer Accepted Digital Currency to the Designated Address from the address of an account or wallet established and maintained with any Centralised Exchange, regardless of whether such transfer is validated and verified on the blockchain applicable to such Accepted Digital Currency as successful and complete or having the Required Confirmations, You acknowledge and agree that:

- (a) the Governance Token Issuer shall not be under any obligation to deliver any Tokens to You;
- (b) the Governance Token Issuer shall not have any obligation to provide any refund for any part of such transfers of Accepted Digital Currency to the relevant Designated Address to You;
- (c) the Governance Token Issuer shall not have any obligation in any form or manner whatsoever to You in respect of such attempted acquisition; and
- (d) You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer and the Indemnified Persons in connection with or arising from such attempted acquisition, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from any against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted acquisition.

4.9 The Governance Token Issuer is entitled, at its sole and absolute discretion, to:

- (a) transfer such Accepted Digital Currency transferred by You to the Designated Address, to the Receiving Address; and/or
- (b) convert such Accepted Digital Currency into USDC or into any other digital currency deemed appropriate in the sole and absolute discretion of the Governance Token Issuer.

4.10 Any transfer of Accepted Digital Currency for your intended acquisition of Tokens in the Token Issuance shall be made to only the Designated Address, listed via the Designated Web Address, or engaged with or through via the same, or through Official Communications Channels in posts and messages rendered by official representatives of the Token Issuer, and no other address within the relevant Transfer Period. In the event that any transfer is made to any address or place other than the Designated Address, or made after the expiry of the Applicable Issuance Period and/or otherwise outside of the Transfer Period, You agree and acknowledge that:

- (a) in respect of transfers made to any address or place other than the Designated Address, such Accepted Digital Currency will not be received by the Governance Token Issuer and shall be regarded by the

Governance Token Issuer as invalid transfers, and the Governance Token Issuer shall not be under any obligation whatsoever to deliver any Tokens to You;

- (b) in respect of transfers made to the Designated Address after the expiry of the Issuance Period and/or otherwise outside of the Transfer Period, the Governance Token Issuer may, notwithstanding any provision in this Agreement, elect in its sole and absolute discretion, to reject your transfer of such Accepted Digital Currency and, subject to Paragraph 4.10(c), provide a refund of such Accepted Digital Currency in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by You;
- (c) the Governance Token Issuer shall be entitled to charge an administrative fee and an exchange fee for any such transfers of Accepted Digital Currency made to the Designated Address after the expiry of the Applicable Issuance Period and/or otherwise outside of the Transfer Period;
- (d) save for any refund that the Governance Token Issuer may elect to provide under Paragraph 4.10(b), the Governance Token Issuer shall have no obligations in any form or manner whatsoever to You in respect of such attempted acquisition; and
- (e) You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer and the Indemnified Persons in connection with or arising from such attempted acquisition, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from any against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted acquisition.

Attempts to double spend and acquisitions in violations of laws or regulations

4.11 In the event that Governance Token Issuer discovers, at any time after your acceptance of this Agreement and prior to the delivery of Tokens in accordance with Paragraph 6, an attempt by You to double spend Accepted Digital Currency in the transfer of Accepted Digital Currency for your attempted acquisition, or that your acquisition of Tokens is determined to be in violation of any applicable laws and/or regulations and You have made any transfer of Accepted Digital Currency for such attempted acquisition or such attempted acquisition is in violation of any applicable laws, regulations or rules, or that your acquisition of Tokens and/or attempted transfer of Accepted Digital Currency is in contravention of this Agreement, You acknowledge and agree, regardless of whether such transfers of Accepted Digital Currency and/or equivalent of the Intended Acquisition Value (based on the Applicable Exchange Rate, if available) are reflected as validated and verified on the blockchain application to such Accepted Digital Currency (with such transfer having the Required Confirmations) or otherwise, that the attempted acquisition of Tokens will be regarded as invalid and/or void *ab initio*, and:

- (a) the Governance Token Issuer shall have no obligation to provide and, You shall have no right to receive, any refunds for any transfers of Accepted Digital Currency made by You whether such transfer was made to the relevant Designated Address and validated and verified on the blockchain applicable to such Accepted Digital Currency as successful and complete (with such transfer having the Required Confirmations);
- (b) The Governance Token Issuer shall not be obliged to deliver any Tokens to You and shall have no obligations in any form or manner whatsoever to You in respect of such attempted acquisition; and

- (c) You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer and the Indemnified Persons in connection with or arising from such attempted acquisition, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from any against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such attempted acquisition.

IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT THERE IS NO ATTEMPT TO DOUBLE SPEND ACCEPTED DIGITAL CURRENCY AND THAT YOUR TRANSFER OF ACCEPTED DIGITAL CURRENCY AS INTENDED ACQUISITION VALUE FOR THE ACQUISITION OF TOKENS IS NOT IN VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS OR RULES AND IS FULLY IN ACCORDANCE OF THIS AGREEMENT IF YOUR INTENTION IS NOT FOR PARAGRAPH 4.11 TO NULLIFY YOUR ACQUISITION OF TOKENS.

5. RESPONSIBILITY TO ESTABLISH AND MAINTAIN ELECTED ACQUISITION DIGITAL WALLET

5.1 For purposes of your transfer of Accepted Digital Currency and receipt of any refund (where applicable) in the Token Issuance, You shall have the sole responsibility to establish, and maintain, in fully operational, secure and valid status, access to your Digital Wallet meant to receive the Governance Token and maintain, in your fully secure possession, the credentials for accessing such Digital Wallet and the private key of such Digital Wallet.

For the avoidance of any doubt, any refunds that the Governance Token Issuer may provide to You under this Agreement shall be made at the sole and absolute discretion of the Governance Token Issuer in Accepted Digital Currency (or a combination thereof) or in any other denomination(s) that may differ from that of the Accepted Digital Currency received from You in settlement of the Intended Acquisition Value for your acquisition of Tokens at such exchange rate or denomination as the Governance Token Issuer may, in its sole and absolute discretion, determine for conversion. In the absence of any indication to the contrary, the Digital Wallet You intend to receive the Governance Token at shall be the wallet in which You interact with the Designated Web Address and Designated Address from.

5.2 For purposes of your receipt of Tokens, You shall have the sole responsibility to establish and/or maintain, in fully operational, secure and valid status, access to your aforementioned Digital Wallet in your fully secure possession, the credentials for accessing such Digital Wallet and the private key of such Digital Wallet.

5.3 You shall also provide to the Governance Token Issuer at the time when making transfers of the Accepted Digital Currency for your intended acquisition of Tokens through the Designated Web Address:

- (a) for purpose of your receipt of Tokens, the address of your Digital Wallet to receive the Governance Token as referred to in Paragraph 5.2; and
- (b) for purposes of your receipt of refunds (if any), the address of your Digital Wallet as referred to in Paragraph 5.1.

5.4 In the event of any loss, hack or theft of cryptocurrencies from your Digital Wallet, You acknowledge and confirm that You shall have no right(s), claim(s) or causes of action in any way whatsoever against the Governance Token Issuer.

5.5 Any obligation of the Governance Token Issuer to deliver any Tokens to You or provide You with any refund under this Agreement shall be subject to your compliance with the provisions of Paragraphs 5.1 to 5.3. In the

event that the Governance Token Issuer is unable to deliver any Tokens to You or provide You with any refund under this Agreement due to your Digital Wallet not being initialised, valid or operational, the Governance Token Issuer may, at its sole and absolute discretion, hold such Tokens or refund in escrow or do such other acts as it may determine appropriate, and shall not, in any case, be obliged to deliver any Tokens to You or provide You with any refund.

6. DELIVERY OF TOKENS AND RIGHTS OF TOKEN HOLDERS

6.1 The Governance Token Issuer shall be on a reasonable endeavours basis deliver the Actual Acquired Tokens (being the Tokens delivered to You pursuant to a confirmed acquisitions thereof in exchange for the Intended Acquisition Value) to your Acquirer's Digital Wallet in accordance to the vesting schedule below:

Forty percent (40%) of the Actual Acquired Tokens shall be released to You upon token generation event of the Token ("TGE"), which for the purposes of this provision shall mean the first instance at which the Token shall be available for trading, whether on a decentralised or centralised exchange, or as otherwise delineated in the sole and absolute discretion of the Governance Token Issuer, and the remaining sixty percent (60%) of Actual Acquired Tokens shall be linearly vested to You over a period of 6 months. For the avoidance of doubt, no tokens whatsoever shall be received by You prior to the TGE.

The vested Tokens will be redeemable on the Metis Blockchain.

Tokens shall be deemed to be received by You upon validation and verification of receipt of Tokens in your Digital Wallet selected to receive the Governance Token.

6.2 The delivery of Governance Tokens to You in accordance with Paragraph 6.1 is conditional on the satisfaction of all of the following:

- (a) receipt by the Governance Token Issuer in full of the Accepted Digital Currency for your acquisition of Tokens at the Designated Address in accordance with Paragraph 4;
- (b) the Digital Wallet provided by You to the Governance Token Issuer in accordance with Paragraph 5.3(a) being maintained in fully operational, secure and valid status; and
- (c) validation and verification of transfers by You of the Accepted Digital Currency to the Governance Token Issuer on the blockchain applicable to such Accepted Digital Currency (with such transfer having the Required Confirmations) as successful and complete.

You shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to this Agreement.

6.3 In the case where Actual Acquired Tokens have been delivered by the Governance Token Issuer in accordance with Paragraphs 6.1, but where the selected Digital Wallet to receive the Governance Tokens provided by You to the Governance Token Issuer is an account or wallet established and maintained with any Centralised Exchange, You acknowledge and agree that:

- (a) the Governance Token Issuer shall not have any obligation to ensure your receipt of any Tokens so delivered;

- (b) the Governance Token Issuer shall not have any obligation in any form or manner whatsoever to You in respect of your attempted acquisition of Tokens; and
- (c) You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer and the Indemnified Persons in connection with or arising from such attempted acquisition, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from any against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such delivery of Tokens.

6.4 Actual Acquired Tokens shall be delivered to and accepted by You on an “as is” basis without warranties of any kind by the Governance Token Issuer. The Governance Token Issuer hereby expressly disclaims all express and implied warranties in relation to Tokens and delivery thereof, with particular consideration to the Tokens lacking any economic or ownership rights of any kind as solely a tool of governance and in consideration of the Tokens lacking any intrinsic value and their subsequent inability to represent any appreciable value.

6.5 There is no assurance of any availability, transferability or tradability of Tokens on any cryptocurrency exchange and any availability, transferability or tradability of Tokens on any cryptocurrency exchange shall not be construed, interpreted or deemed by You as an indication of the merits of the Governance Token Issuer, the Project Group, the Project, the Althea Finance Platform, the Website, the Channels, the Token Issuance and/or Tokens.

6.6 Save for such right as may be granted by the Governance Token Issuer in its sole and absolute discretion, to holders of Tokens to use and access certain functions within the Althea Finance Platform as described in the relevant documentations (with the terms and conditions, and extent, of any such granted right also being determined by the Governance Token Issuer in its sole and absolute discretion), ownership and holding of Tokens shall carry no other rights, express or implied, in relation to You, the Governance Token Issuer, the Project Group or any other person.

7. WITHDRAWALS, CANCELLATIONS, REJECTIONS OF ACQUISITIONS AND TERMINATION OF TOKEN ISSUANCE

7.1 Upon validation and verification of transmission of Accepted Digital Currency to the Governance Token Issuer for the acquisition of Tokens on the blockchain applicable to such Accepted Digital Currency as successful and complete (in the case of transfers made in Accepted Digital Currency), save as provided for under this Agreement:

- (a) such transfer shall be deemed to be final; and
- (b) unless otherwise required by the applicable laws, regulations or rules, You shall not be entitled to any withdrawals or cancellations of transfers or acquisitions, or any refunds.

7.2 The Governance Token Issuer reserves the right, in its sole and absolute discretion, to reject any acquisitions of Tokens or terminate the Token Issuance at any time after your acceptance of this Agreement and prior to the delivery of Tokens in accordance with Paragraph 6 and in accordance with Annex 1. The Governance Token Issuer reserves the right, in its sole and absolute discretion, to treat the Token Issuance, whether to You, or generally, and any acquisition of Tokens therein as being invalid, notwithstanding any delivery of Tokens which may have been affected in accordance with Paragraph 6, in the case where there is any change in any applicable law, regulation or rule after such delivery which prohibits, restricts, curtails, hinders or impairs or otherwise adversely affects the Token Issuance to any extent.

7.3 In the event of any such rejection of your acquisition of Tokens, termination of the Token Issuance or the completed Token Issuance as being treated as invalid, where You have made any transfer of Accepted Digital Currency for such rejected acquisition of Tokens or such acquisition of Tokens which is the subject of the terminated Token Issuance or the completed Token Issuance being treated as invalid (as the case may be), You acknowledge and agree that:

- (a) notwithstanding any provision in this Agreement and provided that your transfer of Accepted Digital Currency to the relevant Designated Address applicable to such Accepted Digital Currency as payment for such intended acquisition of Tokens is validated and verified on the blockchain applicable to such Accepted Digital Currency (with such transfer having the Required Confirmations) as successful and complete, the Governance Token Issuer may, subject to Paragraph 7.3(b), elect in its sole and absolute direction to provide a refund of such Accepted Digital Currency in full or in part without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in the connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by You;
- (b) the Governance Token Issuer shall be entitled to charge an administrative fee and an exchange fee for any further attempted transfer of Accepted Digital Currency after the relevant Issuance Expiry Time;
- (c) save for any refund that the Governance Token Issuer may elect to provide under Paragraph 7.3(a), the Governance Token Issuer shall have no obligations in any form or manner whatsoever to You in respect of such intended acquisition; and
- (d) save for the Token Issuer's discretionary right to such refund potentially afforded to You under Paragraph 7.3(a), You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer and the Indemnified Persons in connection with or arising from such attempted acquisition, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from any against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such intended acquisition.

8. TOKEN ISSUER'S DISCRETIONARY REFUND OF INTENDED ACQUISITION VALUE

8.1 You acknowledge, agree, and confirm that there shall be no refund of any transfers of your Intended Acquisition Value or the Accepted Digital Currency made by You to the Governance Token Issuer in any form or manner except in the sole and absolute discretion of the Governance Token Issuer, determined on a from time to time and case by case basis. All risks in relation to any refund of transfers of your Intended Acquisition Value made pursuant to this Agreement shall be borne absolutely by You and none of the Governance Token Issuer or any of the Indemnified Persons shall be liable for any such risks.

8.2 In each case where the Governance Token Issuer elects, in accordance with this Agreement, to provide a refund of any transfer of your Intended Acquisition Value by You for any intended acquisition, the Governance Token Issuer shall transfer such amount of Intended Acquisition Value as may be refundable to You to the address of your elected Digital Wallet to receive Governance Token as was provided by You to the Governance Token Issuer during acquisition.

8.3 Notwithstanding Paragraph 8.2, in the case where the Governance Token Issuer elects, in accordance with this Agreement, to provide a refund of any transfers of Intended Acquisition Value for any intended acquisition, but

where your Acquirer Digital Wallet as may be provided by You to the Governance Token Issuer is an account or wallet established and maintain with any Centralised Exchange, You acknowledge and agree that:

- (a) the Governance Token Issuer shall not have any obligation to ensure your receipt of any such refund;
- (b) The Governance Token Issuer shall not have any obligation in any form or manner whatsoever to You in respect of such refund; and
- (c) You hereby waive all rights, claims and/or causes of action (present or future) under law (including any tortious claims) or contract against the Governance Token Issuer and the Indemnified Persons in connection with or arising from such attempted acquisition, and shall further hold harmless, the Governance Token Issuer and the Indemnified Persons from any against any and all losses, damages, taxes, liabilities and expenses that may be incurred by You in connection with or arising from such refund.

9. REPRESENTATIONS AND WARRANTIES

9.1 By accepting these terms, You represent and warrant to the Governance Token Issuer as follows:

- (a) **You understand, acknowledge and agree that the Tokens are not intended to constitute securities of any form, units in a business trust, units in a collective investment scheme or investment contract, capital markets product, or any other form of regulated investment or investment product in any jurisdiction and any Tokens are received by You on an as-is basis with zero associated economic value. The Governance Token Issuer shall not have any involvement in facilitating the Tokens in any manner whatsoever beyond the initial issuance. Insofar as the Tokens are facilitated, such is performed solely through the functions of automated smart contracts published on permissionless blockchains, which the Governance Token Issuer and associated parties, if any, have no control or ability to modify, delete, or reissue.**
- (b) You are not a citizen or resident of a country the laws of which prohibit or conflict with the Token Issuance or your participation in the Token Issuance;
- (c) You acknowledge and agree that this Agreement does not constitute a prospectus or offer document of any sort, and that the Governance Token Issuer has not and does not intend to make any effort to register any securities with any securities law regulator in your jurisdiction or in any other jurisdiction worldwide.
- (d) You have no reasonable expectation of future appreciation or monetary return resultant of acquisition of the Governance Token pursuant to this agreement;
- (e) You acknowledge and agree that no regulatory authority has examined or approved of this Agreement;
- (f) the provision of this Agreement, any part thereof or any copy thereof, or acceptance of the same by You, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, You have observed and complied with all such restrictions at your own expense and without liability to the Governance Token Issuer;
- (g) You have read and understood all of this Agreement including the Annexes hereto;
- (h) You are not a Disqualified Person;

- (i) You have full power and capacity to accept this Agreement and perform all your obligations hereunder and in the case where You are accepting this Agreement on behalf of a corporation;
 - (i) such corporation is duly incorporated and validly existing under the applicable laws of the corporations jurisdiction and is acquiring the Governance Token solely for the purpose of participation in the governance structure of Althea Finance; and
 - (ii) You are duly authorised to accept this Agreement and procure the performance of obligations hereunder
- (j) if You are a natural person, You are of sufficient age and capacity under the applicable laws of the jurisdiction in which You reside and the jurisdiction of which You are a citizen to accept this Agreement and perform all your obligations hereunder;
- (k) You acknowledge and agree that the Tokens are not to be construed, interpreted, classified or treated as:
 - (i) any kind of currency other than cryptocurrency
 - (ii) debentures, stocks or shares issued by the Governance Token Issuer;
 - (iii) rights, options or derivatives in respect of such debentures, stocks or shares;
 - (iv) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - (v) any rights whatsoever to the treasury value of Althea Finance, any affiliated platforms or applications, or in any treasury or accounts of all present or future affiliated entities or affiliated corporate structures wherever and whenever they are formed;
 - (vi) units in a collective investment scheme;
 - (vii) units in a business trust;
 - (viii) derivatives of units in a business trust;
 - (ix) a right to receive or share in any of the profits, income, gains or other distributions, payments or returns arising from or in connection with the any corporate entity affiliated with the Governance Token Issuer or its business operations or affairs;
 - (x) a voting or other governance right with respect to any corporate entity affiliated with the Governance Token Issuer or its business operations or affairs; or
 - (xi) any other security, class of securities or form of investment (whether regulated or otherwise); and
 - (xii) a representation of any economic right or interest whatsoever, and that You understand the Tokens lack intrinsic value of any kind.
- (l) You have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptocurrencies, blockchain assets, and tokens including

the Tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

- (m) You are fully aware of, understand and agree to assume all the risks (including direct, indirect or ancillary risks) associated with the conduct of the Token Issuance via the Designated Web Address, the Governance Token Issuer, the Project Group, the Project, the Althea Finance Platform, the Website, the Token Issuance, the Tokens, your acquisition of Tokens, your Digital Wallet, including but not limited to the risks set out in the Annex 3 hereto;
- (n) this Agreement constitute legal, valid and binding obligations on You, enforceable in accordance with its terms and neither the acquisition of, nor receipt, nor holding of Tokens is in breach of contravention of any applicable law, regulation or rule in your jurisdiction;
- (o) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing, with any regulatory authority in any jurisdiction (the “**Approvals**”) is required on your part in connection with your acquisition of Tokens, or where any Approvals are required, such Approvals have been obtained and remain valid in full force and effect;
- (p) the cryptocurrencies that You will use to acquire Governance Tokens were not and are not directly or indirectly derived from any activities that were in connection with anti-money laundering and/or terrorism financing laws or regulations or any other acts in breach of contravention of any applicable law, regulation or rule;
- (q) none of You or (and in the case where You are accepting this Agreement on behalf of a corporation) or any of your related corporations (if any), any of your directors or officers nor, any of your employees, agents or any other person acting on behalf of your and of your related corporations is an individual or entity that is, or is owned or controlled by an individual or entity:
 - (i) is currently, or has been previously been, the subject of any sanction administered by the OFAC or any other United States government authority, is not designated as a “Specially Designated National” or “Blocked Person” by OFAC or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union, Her Majesty’s Treasury of the United Kingdom or similar sanctions administered or imposed by the government of Singapore or any other country (collectively, the “**Sanctions**”);
 - (ii) has interacted with any prohibited blockchain wallet addresses as designated by the OFAC pursuant to Executive Order 13694 and any other order or regulation by the Treasury relating to digital assets, digital wallets and blockchain addresses of any kind;
 - (iii) is located, organised or resident in a country or territory that is subject of such Sanctions (including, without limitation, the Central African Republic, the Democratic People’s Republic of Korea, the Democratic Republic of Congo, Iran, Libya, Mali, Somalia, South Sudan, Sudan and Yemen) (“**Sanctioned Countries**”) or
 - (iv) is participating from any prohibited jurisdiction determined by the Governance Token Issuer
 - (v) has engaged in and is not now engaged in any dealings or transactions with any government, person, entity or project targeted by, or located in any country or territory, that at the same time of the dealing or transaction is or was the subject of any Sanctions;

- (r) none of: (i) You; (ii) any person controlling or controlled by You; (iii) if You are a privately-held entity, any person having a beneficial interest in You; or (iv) any person for whom You are acting as agent or nominee in connection with your participation in the Token Issuance 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 below;
- (s) You have sufficient cryptocurrencies to fulfil your obligations under this Agreement and the Token Issuances in respect of any acquisition of Tokens by You;
- (t) the Tokens to be delivered to and received by You will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- (u) You are acquiring Tokens as principal and for your own use and solely for participation in the Althea Finance governance structure and You are not acting on the instructions of, or as nominee or agent for or on behalf of, any other person;
- (v) You bear the sole responsibility to determine what tax implications your participation in the Token Issuance and/or acquisition of Tokens may have for You and agree not to hold the Governance Token Issuer or any other person involved in the Token Issuance liable for any tax liability associated with or arising therefrom;
- (w) You agree and acknowledge that the Governance Token Issuer is not liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this Agreement or any part thereof by You;
- (x) You agree and acknowledge that the Company has launched the Token Issuance on its own volition and in its sole and absolute discretion, and that You did not acquire Tokens on the basis of or in reliance upon any promise, understanding or expectation whatsoever that any such Token Issuance would at any time be created and launched by the Company, and that no such promise, understanding or expectation has at any time existed between You and the Company and/or its affiliates or representatives. Accordingly, You agree and acknowledge that the Company may either accept or reject Your offer, and/or suspect or withdraw and terminate the Token Issuance more generally, at any time in its sole and absolute discretion.
- (y) You waive the right to participate in a class action lawsuit or a class wide arbitration against the Governance Token Issuer and/or any person involved in the Token Issuance and/or with the creation and distribution of the Tokens; and
- (z) all the above representations and warranties are, and will continue to be, true, complete, accurate and non-misleading from the time of your acceptance of this Agreement notwithstanding the receipt by You of all of the Tokens.

9.2 The Governance Token Issuer does not make, and hereby disclaims, any representation or warranty in any form whatsoever, including any representation or warranty in relation to:

- (a) the information set out in the Channels or any other place and communications rendered to You whether directly or indirectly by the Governance Token Issuer, without limitation to its signatories, agents, representatives or otherwise;

- (b) the Governance Token Issuer and the Project Group;
- (c) the Project;
- (d) the Token Issuance;
- (e) the Tokens;
- (f) your acquisition of Tokens;
- (g) the Designated Address and Receiving Address;
- (h) the Digital Wallet elected by You for receipt of the Governance Token;
- (i) the Althea Finance Platform; and
- (j) the Website.

10. DISCLAIMERS

10.1 To the maximum extent permitted by all applicable laws, regulations, and rules and except as otherwise provided in this Agreement, the Governance Token Issuer hereby expressly disclaims its liability and shall in no case be liable to You or any person for:

- (a) any Issuance or transfer of any Tokens acquired by You hereunder to any person at any time;
- (b) the cryptocurrencies used to acquire the Tokens having been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- (c) use of Tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- (d) rejection of acquisitions of Tokens or termination of the Token Issuance pursuant to Paragraph 7.2;
- (e) failure or delay in the delivery by the Governance Token Issuer, and receipt by You, of Tokens in accordance with Paragraph 6;
- (f) your acquisition of Tokens in an amount that is less than the indicative amount which as been displayed on screen on the Designated Web Address as a result of adjustments/changes to Applicable Exchange Rates after your viewing of such onscreen display, if any;
- (g) failure, malfunction or breakdown of, or disruption to, or lack of suitability and functionality of - for any purpose whatsoever, the Governance Token Issuer, the Tokens or any technology (including but not limited to smart contact technology) on which the Governance Token Issuer, the Project Group, the Project, the Althea Finance Platform, the Website, the Tokens, the Designated Web Address, the Receiving Address, your elected Digital Wallet to receive Governance Tokens, or the network which the Token Issuance relies on, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority

mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws and programming of source code or otherwise, regardless of when such failure, malfunction, breakdown or disruption occurs or any other act of God;

- (h) failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Governance Token Issuer, the Project Group, the Project, the Website, the Althea Finance Platform, the Tokens, the Designated Address, the Receiving Address, the Acquirer Digital Wallet, or which the Token Issuance relies on, due to occurrences of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks and “selfish-mining” attacks), cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws and programming of source code or otherwise, regardless of when such failure, malfunction, breakdown or disruption occurs;
- (i) any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradeability (after Tokens have been made available for trading on a cryptocurrency exchange (if applicable)) and other material characteristics of Tokens;
- (j) decreases or potential volatility in traded prices or trading volume of Tokens (after Tokens have been made available for trading on a cryptocurrency exchange (if applicable));
- (k) vulnerabilities in any smart contracts associated with Token Issuance; before, during and after the Governance Token Issuance;
- (l) failure or unfitness of Tokens for any specific purpose whatsoever;
- (m) the manner of utilisation of the proceeds received by the Governance Token Issuer from the Token Issuance;
- (n) failure to disclose information relating to the progress of the Token Issuance;
- (o) loss of possession of the credentials for accessing, or loss or destruction of the private keys of, the Digital Wallet which has been elected by You for receipt of Governance Tokens in any manner and to any extent;
- (p) failure or delay in the availability of Tokens for trading on a cryptocurrency exchange (if applicable);
- (q) any rejection of trading of Tokens by a cryptocurrency exchange (if applicable);
- (r) any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradeability (after Tokens have been made available for trading on a cryptocurrency exchange (if applicable)) and other material characteristics of Tokens;
- (s) any risks associated with the Channels, the Governance Token Issuer, the Project Group, the Project, the Althea Finance Platform, the Website, the Token Issuance, your acquisition of Tokens, the Designated Address, the Receiving Address and the Digital Wallet elected by You for receipt of Governance Tokens, including but not limited to the risks set out in Annex 3 hereto; and
- (t) all other risks, direct, indirect or ancillary, whether in relation to the Channels, the Governance Token Issuer, the Project Group, the Project, the Althea Finance Platform, the Website, the Token Issuance, your

acquisition of Tokens, the Designated Address, the Receiving Address and the aforementioned elected Digital Wallet which are not specifically or explicitly contained in or stated in this Agreement or set out in Annex 3 hereto.

10.2 In the event of any loss, hack or theft of cryptocurrencies from the Designated Address, the Receiving Address or the aforementioned Digital Wallet elected by You, You acknowledge and confirm that You shall have no right(s), claim(s) or causes of action in any way whatsoever against the Governance Token Issuer.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 To the maximum extent permitted by the applicable laws, regulations and rules:

- (a) the Governance Token Issuer and Indemnified Persons shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the acquisition of, use, receipt or holding of Tokens by You;
- (b) the aggregated liability, if any, of the Governance Token Issuer, in tort, contract or otherwise, arising out of or in connection with the acquisition of, use, receipt or holding of Tokens by You shall be limited to the amount of Accepted Digital Currency transferred by You as Intended Acquisition Value for your intended acquisition hereunder; and
- (c) You hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and You may make claims based only on this Agreement.

11.2 To the maximum extent permitted by the applicable laws, regulations and rules, You shall indemnify, defend, and hold the Governance Token Issuer and/or Indemnified Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by You or any third party against any of the Governance Token Issuer or the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

12. ASSIGNMENT

12.1 Subject to this Agreement, only You and no other person shall have the right to any claim against the Governance Token Issuer in connection with your acquisition hereunder. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of the Governance Token Issuer to the assignee or transferee.

12.2 The Governance Token Issuer shall have the sole and absolute right to assign this Agreement and the rights due and obligations owed under this Agreement to any third party or other assignee as the Governance Token Issuer deems fit at any time, with or without notice to You, and the Governance Token Issuer, as defined within and as used throughout this Agreement shall immediately thenceforth the assignment take the identity of the assignee.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 This Agreement shall not entitle You to any intellectual property rights, including the rights in relation to the use, for any purpose, of any information, image, user interface, logos, trademarks, trade names, Internet domain

names or copyright in connection with the Channels, the Governance Token Issuer, the Website, the Project Group, the Project, the Token Issuance, the Tokens, your acquisition of Tokens and the Althea Finance Platform.

13.2 There is no implied licence under this Agreement, and any rights not expressly granted to You hereunder are reserved by the Governance Token Issuer.

14. SURVIVING TERMS

Notwithstanding the expiry of the Issuance Period, any delivery of Tokens to You or any abortion of the Token Issuance pursuant to this Agreement, Paragraph 9 to 16 and 18 to 23, and the Annexes hereto shall remain valid and in full force and effect.

15. NO WAIVER

Any failure of the Governance Token Issuer to enforce this Agreement or to assert any right(s), claim(s) or causes of action against You under this Agreement shall not be construed as a waiver of the right of the Governance Token Issuer to enforce any right(s), claim(s) or causes of action against You.

16. ENTIRE AGREEMENT

16.1 This Agreement, alongside Annexes attached hereto, contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to the Token Issuance and your acquisition of Tokens.

16.2 In the event that the Governance Token Issuer discovers that You, in your participation in the Token Issuance, have engaged in unfair, excessive or abusive usage or conduct, the Governance Token Issuer reserves the right to take such actions as may be necessary, to the fullest extent possible under law, to protect the Governance Token Issuer from losses, damages, harm or degradation of any form and manner.

17. TAXES

17.1 The Accepted Digital Currency that You transfer as payment of the Intended Acquisition Value for your acquisition of Tokens shall be exclusive of all taxes that are applicable to your acquisition of, receipt and holding of Tokens in any jurisdiction (“**Payable Tax**”).

17.2 You shall be solely responsible for determining any Payable Tax and declaring, withholding, collecting, reporting and remitting the correct amount of Payable Tax to the appropriate authorities that may have jurisdiction over You.

17.3 You shall be solely responsible for consulting with any appropriate tax professional to determine your tax liabilities under this Agreement, and nothing herein shall be construed as providing You with any tax advice whatsoever or should otherwise inform You of the appropriateness of entering into this Agreement for your particular personal circumstances.

18. NOTICES

18.1 Any notice or other communication to be given under this Agreement shall be in writing, and shall be deemed to have been duly served on, given to or made in relation to a Party if it is:

- (a) left at the address of that Party or posted by prepaid airmail/first-class/registered post addressed to that Party at such address, in which case such notice shall be deemed to have been delivered and received at the time of delivery; or
- (b) transmitted by email or facsimile, or through other electronic messages, including but not limited to any on-chain signed messages within transactions transmitted to the Digital Wallet which You have elected to receive the Tokens, in which case such notice shall be deemed to be delivered and received at the time of transmission in legible form.

PROVIDED that where, in the case of delivery by hand, the delivery occurs after 6.00p.m. EST on a business day or on a day which is not a business day, receipt shall be deemed to occur at 9.00a.m. EST on the next business day.

18.2 For the purposes of this Agreement, the contact details of the Governance Token Issuer shall be the contact details (including, if applicable, the details of the person for whose attention a notice or communication is to be addressed) as the Token Issuer may announce on the Channels or notify to You in writing from time to time in accordance with the requirements of this Paragraph 18.

18.3 For the purposes of this Agreement, your contact details shall be such contact details as You may notify to the Token Issuer in writing from time to time in accordance with the requirements of this Paragraph 18.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by, and construed in accordance with, the laws of the British Virgin Islands, without regard to its choice of law principles, and the courts of the British Virgin Islands shall have exclusive jurisdiction to hear any dispute arising out of this Agreement and the Token Issuance.

19.2 Any dispute arising out of or in connection with this Agreement (“**Dispute**”), including questions regarding its existence, validity, or termination, shall initially be negotiated between the Parties in good faith a remedy to the specified breach. In the event no amicable negotiation is possible between the contracting parties and the effectiveness of negotiation is in doubt, it is agreed that all claims shall be subject first to mediation under the International Chamber of Commerce (“**ICC**”) Mediation Rules. In the event that neither negotiation in good faith nor remedy is able to solve the Dispute, the Dispute will then be referred to and finally resolved by arbitration in Panama City, Panama. The tribunal shall consist of one (1) arbitrator to be nominated by the Governance Token Issuer. The language of the arbitration shall be in English and governed by the laws of the British Virgin Islands.

19.3 Notwithstanding any Dispute or reference of certain Disputes (or part of certain Disputes) for determination by arbitration pursuant to Paragraph 19.2, the Parties will continue to comply with their respective obligations under this Agreement.

20. THIRD PARTY RIGHTS

20.1 Save for the Governance Token Issuer’s affiliates who shall have rights to the extent accorded thereto under this Agreement, a person who is not a Party shall not have any rights whatsoever under this Agreement or to enforce this Agreement.

21. SEVERANCE AND PARTIAL INVALIDITY

21.1 If any of this Agreement is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue to be valid and in full force and effect and shall in no way to be affected, impaired or invalidated, and the Parties here to shall use their commercial reasonable efforts to find and employ and alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

21.2 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

22. PRIVACY POLICY

Any personal data or information which You provide to us is also subject to our privacy policy which is incorporated by reference into this Agreement.

23. SIGNATURE

This Agreement is said to be entered by You when clicking the “I Agree” button on the Designated Web Address and provided that such transfer of such Accepted Digital Currency is validated and verified on the blockchain applicable to such Accepted Digital Currency (with such transfer having the Required Confirmations) as successful and complete.

THIS AGREEMENT HAS BEEN ENTERED INTO BY THE PARTIES ON THE DATE THE SIGNATURE PURSUANT TO PARAGRAPH 23 HAS BEEN SIGNED.

Governance Token Issuer

Althea Labs

ACQUIRER

Signed by: **You (Acquirer)**

Acquirer Digital Wallet otherwise known as *elected Digital Wallet to receive Governance Tokens:*

Also known as You for the purpose of this Agreement and with reference to Paragraph 23.

ANNEX 1 -DETAILS OF TOKEN ISSUANCE

Network for the purposes of contribution : Metis Blockchain

Network for the purposes of claiming Tokens : Metis Blockchain

Unit Acquisition Price : The Unit Acquisition Price shall scale from \$0.03 to \$0.20 per Token as a function of the final total USD cumulative raise value of the Issuance Rounds (the “**Total Raise**”). The Total Raise and the consequent Unit Acquisition Price shall be determined at the conclusion of the Issuance Period, or upon the date determined as the conclusion of the Token Issuance by the Governance Token Issuer, or upon TGE, whichever is sooner. The Unit Acquisition Price which You shall receive each Token for in return for your Intended Acquisition Value shall be determined in accordance with the below scale:

WHERE the Total Raise ranges between \$500,000 - \$750,000 (subject to any hereunder restrictions applicable to the Minimum Raise): \$THEA Unit Acquisition Price shall equal \$0.03;

WHERE the Total Raise ranges between \$750,000.01 - \$1,000,000: \$THEA Unit Acquisition Price shall equal \$0.05;

WHERE the Total Raise ranges between \$1,000,000.01 - \$1,250,000: \$THEA Unit Acquisition Price shall equal \$0.07;

WHERE the Total Raise ranges between \$1,250,000.01 - \$1,500,000: \$THEA Unit Acquisition Price shall equal \$0.08;

WHERE the Total Raise ranges between \$1,500,000.01 - \$1,750,000: \$THEA Unit Acquisition Price shall equal \$0.10;

WHERE the Total Raise ranges between \$1,750,000.01 - \$2,000,000: \$THEA Unit Acquisition Price shall equal \$0.12;

WHERE the Total Raise ranges between \$2,000,000.01 - \$2,250,000: \$THEA Unit Acquisition Price shall equal \$0.13;

WHERE the Total Raise ranges between \$2,250,000.01 - \$2,500,000: \$THEA Unit Acquisition Price shall equal \$0.15;

WHERE the Total Raise ranges between \$2,500,000.01 - \$2,750,000: \$THEA Unit Acquisition Price shall equal \$0.17;

WHERE the Total Raise ranges between \$2,750,000.01 - \$2,999,999.99: \$THEA Unit Acquisition Price shall equal \$0.18;

WHERE the Total Raise has reached the Maximum Raise of \$3,000,000: \$THEA Unit Acquisition Price shall equal \$0.20.

Total Number of Tokens Available in the Token Issuance : 15,000,000 \$THEA

Accepted Digital Currency : \$METIS

Actual Tokens Acquired : \$THEA Tokens

Maximum Raise (Hard Cap) : \$3,000,000 USD

Minimum Raise : \$500,000 USD (“**Minimum Raise Threshold**”) - in the event the Total Raise falls below the Minimum Raise Threshold, the Governance Token Issuer may prematurely end the Token Issuance and refund all contributions thereto, subject to the provisions herein this Agreement governing Token Issuance refunds.

Round 1: Whitelist Round

1. Where You have been allocated a position in Round 1, the terms (2) to (3) below this heading will apply to You.
2. If You are a Whitelist Round participant, You may contribute your allocated amount during Issuance Period 1 stated in Paragraph 3.1 of the Agreement. For the avoidance of doubt, your allocated amount is limited to a maximum of \$25,000 in Intended Acquisition Value per wallet, and up to a maximum of \$50,000 in Intended Acquisition Value for institutional investors per wallet, contingent upon the approval of the Governance Token Issuer.
3. Where You have failed to contribute within Issuance Period 1, You acknowledge and agree that You have forfeited your aforementioned Whitelist allocation.

Round 2: FCFS Round

1. Where You are able to participate in Round 2, the terms (2) to (4) below this heading will apply to You.
2. If You are eligible to contribute during the FCFS Round, You may contribute up to a maximum of USD \$100,000 in Intended Acquisition Value during the Issuance Period 2 stated in Paragraph 3.1 of the Agreement.
3. You understand and acknowledge that You are not guaranteed an allocation and that the Governance Token Issuer is under no obligation to ensure that You are able to acquire the Tokens.
4. You further understand and acknowledge that the FCFS Round is oversubscribed and that the number of participants eligible to acquire the Tokens exceeds the number of Tokens available for issuance.

ANNEX 2

DEFINITIONS

1. In this Agreement, the following words and expressions shall, where not inconsistent with the context, have the following meaning respectively:

“Accepted Digital Currency” means \$METIS or any other currency that the Governance Token Issuer shall in its absolute discretion decide to accept as, and make available as an option to acquirer for selection for, payment for the Token Issuance.

“Acquisition Amount Threshold” has the meaning ascribed to it in Paragraph 4.3.

“Applicable Issuance Period” means either Issuance Period 1 or Issuance Period 2, or both, depending on the round You have been allocated by the Governance Token Issuer and/or the rounds which You have decided to participate in.

“Acquirer Digital Wallet” or **“Digital Wallet”** means a digital wallet owned and controlled by You on a blockchain compatible with (a) any of the Accepted Digital Currencies and (b) the Tokens, as provided by You to the Governance Token Issuer.

“Applicable Exchange Rate” means the exchange rate of the Accepted Digital Currency to USD, as may be published from time to time on the Designated Web Address.

“Approvals” has the same meaning ascribed to it in Paragraph 9.1(o).

“Centralised Exchange” means any centralised web and API platform which provides services to allow users of the platform to convert certain cryptocurrencies, cryptographic tokens and blockchain assets.

“Channels” has the meaning ascribed to it in Paragraph 1.4 (a).

“Close associate” in relation to a senior foreign political figure means a person who is widely and publicly known to maintain an unusually close relationship with such foreign political figures, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure.

“Commencement Time” has the meaning ascribed to it in Paragraph 3.1.

“Confirmed Acquisition” has the meaning ascribed to it in Paragraph 4.2.

“Designated Address” means the blockchain address whose details are provided to You by the Governance Token Issuer onscreen at the Designated Web Address for purposes of transfer of Accepted Digital Currency as acquisition Price for your acquisition of Tokens.

“Designated Web Address” means <https://www.hercules.exchange/> or such unique web address notified to You by the Governance Token Issuer via announcement prior to the Public Issuance.

“Dispute” has the meaning ascribed to it in Paragraph 19.2.

“Disqualified Persons” has the meaning ascribed to it in Paragraph 2.2.

“Double Spend” means to undertake, or attempt to undertake, two (2) or more different transactions on a blockchain or cryptocurrency network and spend the same account balance on each of the transactions.

“Excluded Jurisdiction” means any of the following: Afghanistan, Albania, American Samoa, Antigua, Belarus, Bosnia, Burundi, Burma, Central African Republic, Cuba, Democratic Republic of Congo, Guinea, Guinea Bissau, Guam, Iran, Iraq, Ivory Coast, Lebanon, Liberia, Libya, Mali, Myanmar, Nicaragua, North Korea, Northern Mariana Islands, People's Republic of China, Puerto Rico, Russia, Somalia, South Sudan, Sudan, Syria, Venezuela, Thailand, Ukraine, United Kingdom, United States, United States Minor Outlying Islands, US Virgin Islands, Yemen, Zimbabwe, Burkina Faso, Jordan, Trinidad and Tobago, a jurisdiction identified by the Financial Action Task Force (FATF) for strategic anti-money laundering / counter-financing of terrorism deficiencies and included in FATF’s listing of “High-risk and Other Monitored Jurisdictions” accessible at <<https://www.fatf-gafi.org/publications/high-risk-and-other-monitored-jurisdictions>>, a jurisdiction (including but not limited to the Sanctioned Countries) in which the Token Issuance is prohibited, restricted or unauthorised in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction.

“Governance Token Issuer” means Althea Labs., a company incorporated in the British Virgin Islands.

“Immediate Family” in relation to a senior foreign political figure includes such figures' parents, siblings, spouse, children and in-laws.

“Indemnified Persons” means the Governance Token Issuer and its related companies, corporations, organisations, associations, partnerships, affiliates, contractors, directors, officers, employees, agents, successors, and assignees.

“Intended Acquisition Value” has the meaning ascribed to it in Paragraph 4.3.

“Issuance Expiry Time” has the meaning ascribed to it in Paragraph 3.1.

“Issuance Period” has the meaning ascribed to it in Paragraph 3.1.

“OFAC” means the United States Office of Foreign Assets Control of the United States Department of the Treasury.

“Payable Tax” has the meaning ascribed to it in Paragraph 17.1.

“Project” means the Althea Finance project.

“Project Group” means the Governance Token Issuer and its related companies, affiliates, contractors, directors, officers, employees, agents, successors, and assignees.

“Receiving Address” means the Designated Address(es) or address(es) on the relevant blockchain as the Governance Token Issuer may transfer the proceeds from the Token Issuance to.

“Required Confirmations” in relation to a transfer of digital assets (including Accepted Digital Currency) to a blockchain address, such transfer having such confirmations on such blockchain that such transfer is effectively immutable.

“Sanctions” has the meaning ascribed to it in Paragraph 9.1 (q)(ii).

“Sanctioned Countries” has the meaning ascribed to it in Paragraph 9.1 (q)(iii).

“Senior Foreign Political Figure” means a senior official in the executive, legislative, administrative, military or judicial branch of a government (whether elected or not), a senior official of a major political party, or a senior executive of a foreign government-owned corporation. It includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

“Token Issuance” means the Issuance of Tokens to You in accordance with this Agreement, in either or both of the applicable rounds.

“Tokens” means the Althea Finance Governance Tokens (\$THEA), which is the cryptographic token native to the Project to be sold by the Governance Token Issuer pursuant to the Token Issuance, and **“Token”** shall be construed accordingly.

“Transfer Period” means the period of twenty four (24) hours commencing from such time that You click “I Agree” on the Designated Web Address to confirm your acceptance of this Agreement, or any other period of time which the Governance Token Issuer may determine appropriate from time-to-time.

“Unit Acquisition Price” has the meaning ascribed to it in Paragraph 4.3.

“USD” or **“US\$”** means United States Dollars, the lawful currency of the United States of America for the time being.

“USDC” or **“\$USDC”** means USD Coin of which token contract address is 0xEA32A96608495e54156Ae48931A7c20f0dcc1a21 on the Metis blockchain.

“Althea Finance Platform” means the platform associated with the Project to be deployed on the Metis blockchain.

“Website” means <https://www.altheafinance.com/>.

2. In this Agreement, a reference to:

- (a) a person includes a reference to any individual, body corporate, unincorporated association or partnership;
- (b) an agreement or other document is a reference to that agreement or document as from time to time supplemented or amended;
- (c) the masculine gender includes the feminine and neutral genders and vice versa;
- (d) the singular includes the plural and vice versa; and

- (e) any law or regulation is a reference to that law or regulation as amended from time to time and, where the same has been repealed, to any re-enactment or replacement of the same; and
- (f) any captions, titles or headings preceding the text of any article, section or subsection herein are solely for convenience of reference and shall not constitute part of this Agreement or affect its meaning, construction or effect.

ANNEX 3

RISK FACTORS

You should carefully consider and evaluate each of the following risk factors and all other information contained in this Agreement before deciding to participate in the Token Issuance. To the best of the Governance Token Issuer's knowledge and belief, all risk factors which are material to You in making an informed judgement to participate in the Token Issuance have been set out below. If any of the following considerations, uncertainties or material risks develop into actual events, the business, financial position and/or results of operations of the Governance Token Issuer or the Project Group and the development, maintenance and level of usage of the Althea Finance Platform could be materially and adversely affected. In such cases, the Tokens could be materially affected due to any of these considerations, uncertainties or material risks, and You may lose all or part of your Tokens. These Risks are outlined as a courtesy to You, such that You can form your own opinions, and shall not be construed as risk disclosures relevant to any prospectus or registration requirements.

(1) RISKS RELATING TO PARTICIPATION IN THE TOKEN ISSUANCE

This Agreement may not be transferred without the consent of the Governance Token Issuer

This Agreement provides that You may not transfer or assign this Agreement without the consent of the Governance Token Issuer.

The tax treatment of this Agreement, the acquisition rights contained herein, and the Token Issuance is uncertain and there may be adverse tax consequences for You upon certain future events.

The tax characterization of this Agreement and the Tokens are uncertain notwithstanding the lack of any economic value of the Tokens as understood herein, and subject to rapidly changing regulatory regimes. You must seek your own tax advice in connection with an acquisition of Tokens. An acquisition of Tokens pursuant to this Agreement may result in adverse tax consequences to You, including withholding taxes, income taxes, and tax reporting requirements. You should consult with and must rely upon the advice of your own professional tax advisors with respect to the tax treatment of an acquisition of Tokens pursuant to this Agreement.

Token transactions may be irreversible and, accordingly, losses due to fraudulent or accidental transactions; or malfunctioning of the Token or unintended function may not be recoverable.

Transactions in the Tokens may be irreversible and, accordingly, an acquirer of the Tokens may lose all the Tokens in a variety of circumstances, including in connection with fraudulent or accidental transactions, technology failures or cyber-security breaches. If applicable, real-time settlement would further increase the risk that correction of trading errors may be impossible and losses due to fraudulent or accidental transactions may not be recoverable.

Additionally, the Tokens and any network with which the Tokens are interacting may malfunction or function in an unexpected or unintended manner. This may be caused by a Token itself, such networks or a number of other causes, some of which are foreseeable. Any malfunction or unintended function could also result in the complete loss of the Tokens.

Because there is a lack of a central regulatory authority and structure and due to the global nature of digital assets and blockchain technologies. You may have limited or no legal remedies or recourse against the Project Group, the Governance Token Issuer, other users, holders, acquirers or sellers of the Tokens, and any other person or entity that may interfere with the Tokens or your digital wallet.

There is no assurance of any success of the Project and the Althea Finance Platform.

The Project and Althea Finance Platform has not been fully developed, finalized, and integrated and is subject to further changes, updates, and adjustments prior to its launch. Such changes may result in unexpected and unforeseen effects on its projected appeal to users, and hence impact the adoption of the network. The Althea Finance Platform will be facilitated by an decentralised autonomous organisation, which is experimental in nature and may lack the same efficiency as may be found with more centralized structures. This potential lack of efficiency or manoeuvrability of the DAO may materially impact the adaptability, and ultimately, the adoption and success of the Project.

Alternative interoperable solutions may be established that compete with or are more widely used than the Althea Finance Platform.

It is possible that alternative technology solutions could be established that attempt to facilitate services that are materially similar to the services offered on the Althea Finance Platform, and the Project may compete with these alternative platforms.

The cryptocurrencies raised in the Token Issuance are exposed to risks of theft.

The Governance Token Issuer will make every effort to ensure that the cryptocurrencies received from the Token Issuance will be securely held at such Receiving Address(es). Further, upon receipt of the cryptocurrencies, the Governance Token Issuer will make every effort to ensure that the cryptocurrencies received will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, mining attacks (including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks and race condition attacks), sophisticated cyber-attacks, as well as other new forms of attack that may be created, distributed denials of service or errors, vulnerabilities or defects on the Receiving Addresses, the Bitcoin blockchain, Ethereum blockchain, or any other blockchain or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. Mining attacks may also target other blockchain networks with which the Tokens interact, which may consequently significantly impact the Tokens.

If Althea Finance Platform’s security is compromised or if they are subjected to attacks that frustrate or thwart users’ ability to access Althea Finance Platform and its products and services, users may cut back on or stop using Althea Finance Platform altogether, which could seriously curtail the utility of the Governance Tokens.

The Project and Althea Finance Platform is still in an early development stage and are unproven, and there can be no assurances that Althea Finance Platform and the creating, transfer or storage of the Tokens will be uninterrupted or fully secure which may result in a complete loss to users’ Tokens or an unwillingness of users to access, adopt and utilise Althea Finance Platform. Further, the Project’s reserve system may also be the target of malicious attacks seeking to identify and exploit weaknesses in the software or Althea Finance Platform which may result in the loss or theft of Tokens. For example, if the Tokens and the respective underlying protocols and Althea Finance Platform are subject to unknown and known security attacks (such as malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, spoofing, social engineering, phishing emails, man-in-the-middle, phone hijacking, double-spend attacks, 51% attacks, ransomware, consensus-based or other malicious attacks), this may materially and adversely affect the Project and the Althea Finance Platform.

The further development and acceptance of blockchain networks and blockchain-based tokens, including Althea Finance Platform and the Tokens, which are part of a new and rapidly changing industry, are subject to a variety

of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain assets would have a material adverse effect on the successful development and adoption of Althea Finance Platform.

The growth of the blockchain industry in general, as well as the blockchain networks with which Althea Finance Platform will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

- worldwide growth in the adoption and use of Bitcoin and other blockchain technologies;
- government and quasi-government regulation of Bitcoin and other blockchain 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;
- general economic conditions and the regulatory environment relating to cryptocurrencies; or
- a decline in the popularity or acceptance of Bitcoin or other blockchain-based tokens.

There may be weaknesses, vulnerabilities or bugs in the protocols, systems, and smart contracts in connection with the Token Issuance and / or Althea Finance Platform.

The Project Group will make reasonable efforts to ensure that the protocols, systems, and smart contracts in connection with the Token Issuance are audited and tested to a reasonable standard.

Smart contract technology is still in its early stage of development and there can be no assurance that such technology will function properly. Its application of experimental nature carries significant operation, technological, financial, regulatory, financial and reputational risks, there are inherent risks that such protocols, systems, and / or smart contracts could contain weaknesses, vulnerabilities, or bugs which could result in technological limitations or transferability and expose the Project Group to legal and regulatory issues. Smart contracts may not be fit for the purpose intended by the Project Group and may contain flaws, vulnerabilities or other issues, which may cause technical problems or the complete loss of Tokens.

Acquirers of Tokens should understand and accept that there are no warranties that Tokens are fit for a particular purpose or do not contain any weaknesses, vulnerabilities, or bugs which would cause loss in their worth or value. In the event that any of the aforementioned risks materialises, the business strategies, results of operations and outlook of the Project Group may also be adversely affected.

Furthermore, the network upon which the Project relies upon, the Metis blockchain, may face instability and may shutter, which outside the control of the Project Group, will be detrimental, and may be fatal to the Project.

There may be risks relating to acts of God, natural disasters, wars, terrorist attacks, riots, civil commotions, widespread communicable diseases and other force majeure events beyond the control of the Project Group.

The Token Issuance and the performance of the activities of the Project Group and / or Althea Finance Platform may be interrupted, suspended or delayed due to acts of God, natural disasters, wars, terrorist attacks, riots, civil commotions widespread communicable diseases and other force majeure events beyond the control of the Project Group. Such events could also lead to uncertainty in the economic outlook of global markets and there is no assurance that such markets will not be affected, or that recovery from the global financial crisis would continue. In such events, the business strategies, results of operations and outlook of the Project Group may be materially and adversely affected. Further, if an outbreak of such infectious or communicable diseases occurs in any of the countries in which the Project Group, the developers, data providers and / or data consumers have operations in the

future, market sentiment could be adversely affected and this may have a negative impact on Althea Finance Platform and the community.

There may be unanticipated risks arising from the Tokens.

Cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks included herein, there are other risks associated with your acquisition, holding and use of the Tokens, including those that the Project Group cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the risks discussed herein.

There may be foundational or ongoing issues with the Althea Finance DAO.

Decentralised autonomous organisations are an experimental structure of governance and may be subject to significant initial or ongoing risks including but not limited to, governance attacks whether internal or external, inefficiencies, bureaucracy, manipulation or other generalised breakdowns of any nature. Any of the aforementioned risks, whether individually or in tandem, may pose a material threat to the continued operation of the Platform and pose a threat to the initial or ongoing success thereof.

You may be unable to enforce your rights against the Governance Token Issuer.

The Governance Token Issuer is incorporated and domiciled in the British Virgin Islands, where it may be more difficult or, in some instances, entirely impossible for You to enforce your legal and equitable rights against the Governance Token Issuer. Furthermore, this Agreement expressly limits your legal rights as and when available to You to the aforementioned jurisdiction. In the event you are unable to enforce your rights against the Governance Token Issuer, You understand that you may have no recourse against the Governance Token Issuer, whether for small or significant breaches hereof, and further understand those associated risks with respect to your participation in the Token Issuance and signature of this Agreement generally.

(2) RISKS RELATING TO THE RECEIVING ADDRESSES AND WALLETS

The Receiving Addresses may be compromised and the cryptocurrencies may not be able to be disbursed.

The Receiving Addresses are designed to be secure. However, in the event that the Receiving Addresses are, for any reason compromised (including but not limited to scenarios where the private key to such Receiving Addresses is lost, destroyed or otherwise compromised), the funds held by the Receiving Addresses may not be able to be retrieved and disbursed, and may be permanently unrecoverable. In such an event, even if the Token Issuance is successful, the Project Group will not be able to receive funds raised and the Project Group will not be able to utilise such funds for the development of Althea Finance Platform, and the implementation of Althea Finance Platform may be temporarily or permanently curtailed. As such, distributed Tokens may hold little worth or value or may be rendered worthless, and this would impact their trading price.

The loss or compromise of information relating to your Acquirer Digital Wallet may affect your access and possession of the Tokens.

Your access to the Tokens (if any) in your Acquirer Digital Wallet depends on among other things, the safeguards to the information to such Acquirer Digital Wallet, including but not limited to the user account information, address, private key, and password. In the event that any of the foregoing is lost or compromised, your access to the Acquirer Digital Wallet may be curtailed and thereby adversely affecting your access and possession to the Tokens, including such Tokens being unrecoverable and permanently lost.

Your elected Digital Wallet to receive Governance Tokens or your elected Digital Wallet service provider may not be technically compatible with the Tokens.

Your elected Digital Wallet to receive Governance Tokens or your Digital Wallet service provider may not be technically compatible with the Tokens which may result in the delivery of Tokens being unsuccessful or affect your access to such Tokens.