**EXHIBIT A**

**FORM OF CONFIRMATION NOTICE**

**(To be delivered upon successful confirmation of final Original Effective Purchase Price)**

We refer to that certain Continuous Agreement for Future Equity of the Company issued to you on [*date*], (the “**Rolling SAFE**”) a copy of which is available at [*investor dashboard url*]. All terms used but not defined herein have the meanings given to them in the Rolling SAFE.

On the terms and conditions set forth in the Rolling SAFE, we have received and processed your payment and confirm your right to receive Rolling SAFE Tokens upon the following pricing terms:

**Purchase Amount:**

**Original Effective Purchase Price per Token:**

**Number of Tokens Purchased:**

This Confirmation Notice is hereby incorporated in, integrated with, and governed by the terms of the Rolling SAFE.

**[EXHIBIT B**

**RISK FACTORS**

**[COMPANY SPECIFIC RISK FACTORS][[1]](#footnote-1)**

Purchasing Rolling SAFE Tokens involves a number of potential risks and uncertainties, including those described below. You should carefully consider these risks and we encourage you to speak with your financial, legal and/or tax advisors as necessary before deciding whether to enter into the Rolling SAFE and purchase Rolling SAFE Tokens.

In addition, this Rolling SAFE and the documents included herewith include “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “**Securities Act**”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). These forward-looking statements include all statements other than statements of historical facts and current status contained or incorporated by reference in this Rolling SAFE, including statements regarding our future financial position, our business strategy, and the plans and objectives of management for future operations. The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect” and similar expressions are intended to identify forward-looking statements.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements involve risks, uncertainties and assumptions related to: significant regulatory uncertainty for digital assets; competition from other financial infrastructure software providers; expectations of our revenue growth rate to decline and anticipated downward pressure on our operating margin; fluctuations in our operating results; failure to innovate and provide products and services that are useful to users; and other risks, uncertainties and assumptions.

We caution you not to place undue reliance on the forward-looking statements contained in this Rolling SAFE, which speak only as of the date hereof.

We also note that digital assets, including assets like the Rolling SAFE Tokens are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose their entire investment. There can be no assurance that the Company’s investment objectives will be achieved or that a secondary market would ever develop for the Rolling SAFE Tokens, whether via the Company itself, via third party registered broker-dealers or otherwise. The risks described in this section should not be considered an exhaustive list of the risks that prospective investors should consider before investing in Rolling SAFE Tokens. Prospective investors should obtain their own legal and tax advice prior to making an investment in Rolling SAFE Tokens and should be aware that an investment in Rolling SAFE Tokens may be exposed to other risks of an exceptional nature from time to time. The following considerations are among those that should be carefully evaluated before making an investment in, and agreeing to enter into the Rolling SAFE and acquire Rolling SAFE Tokens.]

**EXHIBIT C-1[[2]](#footnote-2)**

**U.S. PERSON INVESTOR REPRESENTATIONS AND WARRANTIES**

1. ***Investor’s Representations Related to the Purchase of the Rolling SAFE Tokens.***
   1. The Investor, if an entity, is, and shall at all times while it holds the Rolling SAFE Tokens remains, duly organized, validly existing and in good standing under the laws of the state or other jurisdiction of the United States of America, having full power and authority to own its properties and to carry on its business as conducted. The Investor, if a natural person, is eighteen years of age or older, competent to enter into a contractual obligation, and a citizen or resident of the United States of America. The principal place of business or principal residence of the Investor is as shown in the Rolling SAFE Tokens.
   2. The Investor has the requisite power and authority to deliver the Rolling SAFE Tokens, perform his, her or its obligations set forth in the Rolling SAFE and consummate the transactions contemplated in the Rolling SAFE. The Investor has duly executed and delivered the Rolling SAFE and has obtained the necessary authorization to execute and deliver the Rolling SAFE and to perform his, her or its obligations in the Rolling SAFE and to consummate the transactions contemplated in the Rolling SAFE. The Rolling SAFE, assuming the due execution and delivery hereof by the Company, is a legal, valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms.
   3. The Investor is subscribing for and purchasing the Rolling SAFE Tokens solely for the Investor’s own account and not with a view toward or in connection with resale, distribution (other than to its shareholders or members, if any), subdivision or fractionalization thereof. The Investor has no agreement or other arrangement, formal or informal, with any person or entity to sell, transfer or pledge any part of the Rolling SAFE or which would guarantee the Investor any profit or insure against any loss with respect to the Rolling SAFE, and the Investor has no plans to enter into any such agreement or arrangement.
   4. The Investor represents and warrants that the execution, delivery and performance of the Rolling SAFE will not result in (a) any violation of, be in conflict with or constitute a material default under, with or without the passage of time or the giving of notice of (i) any provision of Investor’s organizational documents, if applicable; (ii) any provision of any judgment, decree or order to which Investor is a party, by which it is bound, or to which any of its assets are subject; (iii) any agreement, obligation, duty or commitment to which Investor is a party or by which it is bound; or (iv) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, administrative interpretations, orders and decrees of any Governmental Authority, including amendments thereto (collectively, “**Laws**”); or (b) the creation of any lien, charge or encumbrance upon any assets of Investor. “**Governmental Authority**” shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without limitation any government authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either Parties or the Rolling SAFE.
   5. The Investor has sufficient knowledge and experience in business, technology, financial, securities and securities investments matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology to be able to evaluate the risks and merits of Investor’s purchase of the Rolling SAFE Tokens, including but not limited to the matters set forth in the Rolling SAFE, and is able to bear the risks thereof, including loss of all amounts paid, loss of the Rolling SAFE Tokens and liability to the Company and others for its acts and omissions, including without limitation those constituting a breach of the Rolling SAFE, negligence, fraud or willful misconduct. Investor’s financial situation is such that Investor can afford to bear the economic risk of holding the Rolling SAFE Tokens for an indefinite period of time, and the Investor has adequate means to provide for the Investor’s current needs and personal contingencies and has a sufficient net worth to sustain the loss of the Investor’s entire investment in the Rolling SAFE or Rolling SAFE Tokens.
   6. The Investor has obtained sufficient information in order to make an informed decision to purchase the Rolling SAFE Tokens. Investor is not relying on the Company or any of its owners, directors, officers, counsel, employees, agents or representatives for legal, investment or tax advice. Investor represents that, to the extent that Investor has any questions with respect to the purchase of the Rolling SAFE Tokens, Investor has sought professional advice. Investor has sought independent legal, investment and tax advice to the extent that Investor has deemed necessary or appropriate in connection with Investor’s decision to purchase the Rolling SAFE Tokens described herein.
   7. Investor understands and acknowledges that an investment in the Rolling SAFE Tokens is subject to all the risks that apply to early-stage investment opportunities, whether or not those risks are explicitly set out in the Rolling SAFE. Investor has received and carefully reviewed the Rolling SAFE. Investor, in making the decision to purchase the Rolling SAFE Tokens, has relied upon an independent investigation of the Company and has not relied upon any information or representations made by any third parties or upon any oral or written representations or assurances from the Company, its owners, directors, officers, employees, agents, or any other representatives of the Company other than as expressly set forth in the Rolling SAFE.
   8. Neither (i) the Investor, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the Company’s securities held or to be held by the Investor is subject to any of the “bad actor” disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act (“**Bad Actor Disqualifications**”), except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the sale of the Rolling SAFE Tokens, in writing and in reasonable detail to the Company. The Investor will promptly notify the Company in writing if the Investor or, to the Investor’s knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any Bad Actor Disqualification.
   9. Investor understands that no state or federal authority has scrutinized the Rolling SAFE, has made any finding or determination relating to the fairness for purchase of the Rolling SAFE Tokens, or has recommended or endorsed the Rolling SAFE or Rolling SAFE Tokens and that the Rolling SAFE or Rolling SAFE Tokens have not been registered under the Securities Act or any state securities laws, in reliance upon exemptions from registration thereunder.
   10. Investor represents and warrants that Investor: (a) (1) is not located or domiciled; (2) does not have a place of business; or (3) is not conducting business (any of which would make Investor a “**Resident**”) in a jurisdiction in which the Rolling SAFE or Rolling SAFE Tokens are prohibited by applicable Laws, (b) a Resident of, or located in, a jurisdiction that is subject to U.S. or other sovereign country sanctions or embargoes, or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, the U.S. Department of State’s Debarred Parties List, or other lists of prohibited persons and entities as may be mandated by applicable law or regulation (each a “**Prohibited Investor**”). Investor agrees that if Investor’s country of residence or other circumstances change such that the above representations are no longer accurate, Investor’s Rolling SAFE may be immediately terminated or repaid by the Company. Investor further represents and warrants that if Investor is purchasing the right to receive the Rolling SAFE Tokens on behalf of a legal entity: (1) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (2) Investor is duly authorized by such legal entity to act on its behalf.
   11. Investor is an “accredited investor” as defined in rule 501(a) of Regulation D of the Securities Act, and Investor hereby represents, warrants and covenants as follows:
       1. The Investor acknowledges and warrants that the issuance and sale to the Investor of the Rolling SAFE Tokens is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation D.
       2. The Investor understands that the Rolling SAFE Tokens have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act under Regulation D which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor’s representations as expressed herein. The Investor understands that the Rolling SAFE Tokens are “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Investor must hold theRolling SAFE Tokens indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Investor acknowledges that the Company has no obligation to register or qualify the Rolling SAFE Tokens or the capital stock of the Company for resale. The Investor further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Rolling SAFE Tokens (which is anticipated to be no less than a period of 12 months after the issuance of the Rolling SAFE Tokens to the investor), and on requirements relating to the Company which are outside of the Investor’s control, and which the Company is under no obligationand may not be able to satisfy
       3. The Investor consents to the placement of a legend on any certificate, note or other instrument (if any) evidencing the Rolling SAFE and understands that the Company will be required to refuse to register any transfer of the Rolling SAFE or Rolling SAFE Tokens not made in accordance with applicable U.S. securities laws.
   12. With respect to the Site:
       1. Investor understands and acknowledges that the Company and/or its affiliated partners have established Terms of Use and a Privacy Policy for the Site, which Terms of Use and Privacy Policy may be amended from time to time. Investor has read and has complied with and agrees to continue to comply with the Terms of Use and Privacy Policy for the Site. Investor has verified the accuracy of the universal resource locator for the Site used to purchase the Rolling SAFE Tokens.
       2. Investor understands and acknowledges that Investor shall be solely responsible for inputting and transmitting its Purchase orders correctly and accurately.
       3. Investor understands and acknowledges access to the Site may be limited, unavailable or interrupted at any time, including, but not limited to, during periods of peak demand, market volatility, system upgrades, maintenance or during any other events impacting Investor, Company or third party providers providing systems or services necessary for the Site to be available and that the Company will not be liable, and Investor will not attempt to hold the Company liable, for any losses arising out of or relating to any inaccuracies, duplications or errors in any purchase placed on the Purchasing Site or resulting transactions.
2. ***Information Provided by Investor.***
   1. The information that the Investor has furnished in connection with entering into the Rolling SAFE, including (without limitation) the information furnished by the Investor to the Company regarding whether Investor qualifies as an “accredited investor” as that term is defined in Rule 501 under Regulation D under the Securities Act is correct and complete as of the date of the Rolling SAFE and will be correct and complete on the date, if any, that the Company accepts the Rolling SAFE. Further, the Investor shall immediately notify the Company of any change in any statement made in the Rolling SAFE prior to the Investor’s receipt of the Company’s acceptance of the Rolling SAFE, including, without limitation, Investor’s status as an “accredited investor”. The representations and warranties made by the Investor may be fully relied upon by the Company, and any other Company Party (as defined below), and by any investigating party relying on them. The Investor acknowledges and agrees that the Investor shall be liable for any loss, liability, claim, damage and expense whatsoever (including all expenses incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon any inaccuracy in the representations and warranties in the information provided by the Investor.
   2. The Investor confirms that all information and documentation provided to the Company, including but not limited to all information regarding the Investor’s identity and source of funds to be used to purchase the Rolling SAFE Tokens, is true, correct, and complete. The Investor is currently a bona fide resident of the state or jurisdiction set forth in the current address provided to the Company. The Investor has no present intention of becoming a resident of any other state or jurisdiction.
   3. The representations, warranties, agreement, undertakings, and acknowledgments made by the Investor in the Rolling SAFE will be relied upon by the Company and its affiliates (the “**Company Parties**”) and counsel to the Company in determining, among other things, whether to allow the Investor to purchase the Rolling SAFE Tokens. The representations, warranties, agreements, undertakings, and acknowledgments made by the Investor in the Rolling SAFE shall survive the Investor’s purchase of the Rolling SAFE Tokens. The Investor agrees to notify the Company immediately if any of the Investor’s representations, warranties and covenants contained in the Rolling SAFE become untrue or incomplete in any respect.
   4. The Company Parties may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions, or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of the Investor.
3. ***Rights to Use Investor Information*.**
   1. The Investor agrees and consents that the Company Parties and any administrator appointed from time to time with respect to the Company (the “**Administrator**”) may obtain, hold, use, disclose, transfer, and otherwise process the Investor’s data, including but not limited to the contents of the Rolling SAFE:
      1. as the Company Parties or the Administrator reasonably deem necessary or appropriate to facilitate the acceptance, management and administration of the Investor’s Rolling SAFE Tokens, on an ongoing basis;
      2. to provide notice of and/or to seek consent to uses or disclosures of such data for specific purposes;
      3. for any specific purposes where the Investor has given specific consent to do so;
      4. to carry out statistical analysis and market research, whereby the products of such statistical analysis or market research are not disclosed outside of the Company Parties or the Administrator on a basis in which Investor is identifiable without the Investor’s specific consent;
      5. as the Company Parties or the Administrator reasonably deem necessary or appropriate to comply with legal process, court orders, or other legal, regulatory, or self-regulatory requirements, requests, or investigations applicable to the Company Parties, the Administrator or the Investor, including, but not limited to, in connection with anti-money laundering and similar laws, or to establish the availability under any applicable law of an exemption from registration of the Rolling SAFE Tokens or to establish compliance with applicable law generally by the Company Parties;
      6. for disclosure or transfer to third parties, including the Investor’s financial adviser (where appropriate), regulatory bodies, auditors, or technology providers to any of the Company Parties or the Administrator, as reasonably necessary for the purposes described in this Section 3(a); and
      7. for any other purposes described in the Privacy Policy or the Rolling SAFE.
   2. The Investor agrees and consents to disclosure by the Company Parties or the Administrator to relevant third parties of information pertaining to the Investor in respect of disclosure and compliance policies or information requests related thereto.
   3. The Investor authorizes the Company Parties and any of their agents to disclose the Investor’s nonpublic personal information to comply with regulatory and contractual requirements applicable to the Company Parties. Any such disclosure shall, to the fullest extent permitted by law, be permitted notwithstanding any privacy policy or similar restrictions regarding the disclosure of the Investor’s nonpublic personal information.
4. ***Relationship Between Investor and the Company Parties*.** Investor acknowledges and agrees that the purchase and sale of the Rolling SAFE Tokens is an arms-length transaction between the Investor and the Company. In connection with the purchase and sale of the Rolling SAFE Tokens, none of the Company nor any other Company Party is acting as the Investor’s agent or fiduciary. The Company Parties assume no advisory or fiduciary responsibility in connection with the Rolling SAFE Tokens. The Company Parties have not provided Investor with any legal, accounting, regulatory or tax advice with respect to the Rolling SAFE Tokens, and Investor has consulted its own respective legal, accounting, regulatory and tax advisers to the extent Investor deems appropriate.
5. ***Regulatory Limitations and Requirements.***
   1. The Investor understands, acknowledges and agrees that the sale of the Rolling SAFE Tokens is not fully registered with the SEC because it is being made in reliance on Regulation D under the Securities Act, and that the Company is not registered or licensed with any federal or state regulator as an investment adviser, broker-dealer, money services business, money transmitter, or virtual currency business, or under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”) or the Investment Company Act of 1940 (“**1940 Act**”). As a result, the Investor will not be afforded the full set of protections provided to the clients and customers of such entities under the Securities Act, the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), the Advisers Act or the 1940 Act, or any money services business, money transmitter, or virtual currency laws.
   2. The Investor understands and agrees that if, at any time, it is determined that the Company is not in compliance with the Securities Act, the Exchange Act, the Advisers Act, or the 1940 Act, or any laws or regulations applicable to money transmitters, money services businesses, or virtual currency businesses, or is otherwise not in compliance with applicable law, the Company may take any corrective action it determines is appropriate in its sole and absolute discretion.
   3. The Investor understands that the Rolling SAFE Tokens are not legal tender, are not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
   4. The Investor understands that he or she may be barred from purchasing the Rolling SAFE Tokens if the Investor is (i) an employee benefit plan that is subject to the fiduciary responsibility standards and prohibited transaction restrictions of part 4 of Title I of U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (ii) any plan to which Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) applies, (iii) a private investment fund or other entity whose assets are treated as “plan assets” for purposes of ERISA and Section 4975 of the Code or (iv) an insurance company, whose general account assets are treated as “plan assets” for purposes of ERISA and Section 4975 of the Code. The Investor has notified the Company if it falls into (i) — (iv) of this paragraph.
   5. It is the intent of the Company Parties to comply with all applicable federal, state, and local laws designed to combat money laundering and similar illegal activities. Investor hereby represents, covenants, and agrees that, to the best of Investor’s knowledge based on reasonable investigation:
      1. None of the Investor’s funds or securities tendered to acquire the Rolling SAFE Tokens (whether payable in cash or otherwise) shall be derived from money laundering or similar activities deemed illegal under federal laws and regulations.
      2. To the extent within the Investor’s control, none of the Investor’s funds or securities tendered to acquire the Rolling SAFE Tokens (whether payable in cash or otherwise) will cause any Company Party to be in violation of federal anti-money laundering laws or regulations.
      3. When requested by the Company, the Investor will provide any and all additional information, and the Investor understands and agrees that the Company or any other Company Party may release confidential information about the Investor and, if applicable, any underlying beneficial owner or Related Person[[3]](#footnote-3) to U.S. regulators and law enforcement authorities deemed reasonably necessary to ensure compliance with all applicable laws and regulations concerning money laundering and similar activities. The Company reserves the right to request any information as is necessary to verify the identity of the Investor and the source of any payment to the Company. In the event of delay or failure by the Investor to produce any information required for verification purposes, an investment by the Investor may be refused.
      4. Neither the Investor, nor any person or entity controlled by, controlling or under common control with the Investor, nor any of the Investor’s beneficial owners, nor any person for whom the Investor is acting as agent or nominee in connection with this investment, nor, in the case of an Investor which is an entity, any Related Person is:
         1. a Prohibited Investor;
         2. a Senior Foreign Political Figure,[[4]](#footnote-4) any member of a Senior Foreign Political Figure’s “immediate family,” which includes the figure’s parents, siblings, spouse, children and in-laws, or any Close Associate of a Senior Foreign Political Figure,[[5]](#footnote-5) or a person or entity resident in, or organized or chartered under, the laws of a Non-Cooperative Jurisdiction;[[6]](#footnote-6) or
         3. a person or entity resident in, or organized or chartered under, the laws of a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 411 of the Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 as warranting special measures due to money laundering concerns.
      5. The Investor hereby agrees to immediately notify the Company if the Investor knows, or has reason to suspect, that any of the representations in this Section 5 have become incorrect or if there is any change in the information affecting these representations and covenants.
      6. The Investor agrees that, if at any time it is discovered that any of the foregoing anti-money laundering representations are incorrect, or if otherwise required by applicable laws or regulations, the Company may undertake appropriate actions, and the Investor agrees to cooperate with such actions to ensure compliance with such laws or regulations.
      7. The Investor acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file any information with governmental and law enforcement agencies to identify transactions and activities that the Company or any other Company Party or their agents reasonably determines to be suspicious, or as otherwise required by law.
   6. The Investor understands that no Company Party is registered with the SEC or with the securities commission of any state or other jurisdiction as a broker-dealer under the Exchange Act. The Investor will not be afforded the full set of protections provided under the Exchange Act or comparable state law.
   7. The Investor understands and agrees that if the Company were deemed to be a money transmitter or money services business, it would be subject to significant additional regulation that could lead to significant changes with respect to the Rolling SAFE Tokens, how the Rolling SAFE Tokens are structured, how the Rolling SAFE Tokens are purchased and sold, and other issues, and would greatly increase the Company’s costs in creating and facilitating transactions with the Rolling SAFE Tokens. Further, a regulator could take action against the Company and Company Parties if it views the Rolling SAFE Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the Rolling SAFE Tokens and/or could cause the Company to cease operations.
   8. Virtual Currency Business Matters:
      1. The Investor understands and agrees that the Company does not intend to operate in any state that requires the Company to obtain an applicable license to conduct a virtual currency business, and that if an Investor is a resident of a state that requires the Company to obtain an applicable license to conduct a virtual currency business, the Rolling SAFE Tokens are void and all rights and privileges of the Investor under the Rolling SAFE are canceled. If an Investor is a resident of a state that requires the Company to obtain license to conduct a virtual currency business, the Company will not allow the Investor to receive the Rolling SAFE Tokens. Further, any prohibited transaction inconsistent with this Section 5 may be unable to be rescinded.
      2. The Investor understands and agrees that if the Company and the Company Parties were deemed to be conducting an unlicensed virtual currency business they would be subject to significant additional regulation and/or regulatory consequences, which could lead to significant changes with respect to the Rolling SAFE Tokens, how the Rolling SAFE Tokens are structured, how the Rolling SAFE Tokens are purchased and sold, and other issues and would greatly increase the Company’s costs. Further, a regulator could take action against the Company and the Company Parties if it views the Rolling SAFE Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the Rolling SAFE Tokens and/or could cause the Company to cease operations. Investors are strongly encouraged to seek independent legal advice regarding their individual circumstances in determining whether they are eligible to purchase the Rolling SAFE Tokens.
   9. The Investor understands and agrees that the regulatory risks described in this Section 5 primarily take into consideration U.S. law only and are a brief summary of the risks associated with the investment in the Rolling SAFE Tokens.
   10. The Investor further understands and agrees that it is anticipated that the Rolling SAFE Tokens will also be sold or resold outside the United States, which could subject the Company Parties or the Rolling SAFE Tokens to non-U.S. legal requirements, which could be significant. Non-U.S. regulation could lead to the same types of changes and outcomes described above with respect to U.S. regulation, and any of these outcomes would negatively affect the value of the Rolling SAFE Tokens and/or cause the Company Parties to cease operations.
6. ***Tax Requirements.***
   1. The Investor certifies that the Investor has completed and submitted any required waiver of local privacy laws that could otherwise prevent disclosure of information to a Company Party, the IRS or any other governmental authority for purposes of complying with the Internal Revenue Code (the “**Code**”) (including without limitation in connection with FATCA, as defined below) or any intergovernmental agreement entered into in connection with the implementation of the FATCA (an “**IGA**”), and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the Company to comply with information reporting requirements pursuant to the Code (including, without limitation, in connection with FATCA or any IGA).
   2. The Investor further certifies that, upon request by the Company, the Investor will provide to the Company an IRS Form W-9, appropriate IRS Form W-8 or other applicable IRS Forms and any additional documentation or information required by the Company for purposes of satisfying the Company’s obligations under the Code, and in any event the Company may require such documentation prior to the delivery of the Rolling SAFE Tokens to the Investor.
   3. The Investor further consents to the reporting of the information provided pursuant to this Section 6, in addition to certain other information, including, but not limited to, the value of the Investor’s purchase of the Rolling SAFE Tokens to the IRS or any other governmental authority if the Company is required to do so under FATCA.
   4. As used in the Rolling SAFE, “**FATCA**” means one or more of the following, as the context requires: (i) Sections 1471 through 1474 of the Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting, financial or tax information sharing, and/or withholding tax regimes, (ii) any intergovernmental agreement, treaty or any other arrangement between the United States and an applicable foreign country, entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in the foregoing clause (i), and (ii) any legislation, regulations or guidance implemented in a jurisdiction to give effect to the foregoing clauses (i) or (ii).
   5. By executing the Rolling SAFE, the Investor understands and acknowledges that (i) the Company (or any other Company Party) may be required to provide the identities of the Investor’s direct and indirect beneficial owners to a governmental entity, and (ii) the Investor hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the Company from compliance with the foregoing and otherwise with applicable law as described in this Section 6.
   6. The Investor confirms that the Investor has been advised to consult with the Investor’s independent attorney regarding legal matters concerning the Company and to consult with independent tax advisers regarding the tax consequences of purchasing the Rolling SAFE Tokens. The Investor acknowledges and agrees that none of the Company Parties are providing any warranty or assurance regarding the tax consequences to the Investor by reason of the Purchase.
7. ***Other Risks.***
   1. The Investor is solely responsible for reviewing, understanding and considering the risks above and any additional risks, including without limitation those described in the Rolling SAFE and the Exchange Offer. The Company’s operations, financial condition, and results of operations could be materially and adversely affected by any one or more of those risk factors, as could the underlying value of each Investor’s Rolling SAFE Tokens, which may lead to the Rolling SAFE Tokens losing all value.
8. ***Transfer and Storage of Personal Data.***
   1. The Investor understands and agrees that in connection with the services provided by the Company, its personal data may be transferred and/or stored in various jurisdictions in which the Company Parties have a presence, including in or to jurisdictions that may not offer a level of personal data protection equivalent to the Investor’s country of residence.
   2. The Investor further understands and agrees that, although the Company Parties will use their reasonable efforts to maintain the confidentiality of the information provided in the Rolling SAFE, the Company Parties may disclose or transfer the Rolling SAFE Tokens, and disclose or transfer other data of Investor, as described in Section 3(a). Any disclosure, use, storage or transfer of information for these purposes shall not be treated as a breach of any restriction upon the disclosure, use, storage or transfer of information imposed on any person by law or otherwise.

**EXHIBIT C-2[[7]](#footnote-7)**

**NON-U.S. PERSON INVESTOR REPRESENTATIONS AND WARRANTIES**

1. ***Investor’s Representations Related to the Purchase of the Rolling SAFE Tokens.***
   1. The Investor, if an entity, is, and shall at all times while it holds the Rolling SAFE Tokens remains, duly organized, validly existing and in good standing under the laws of the state or other jurisdiction of its incorporation or organization, having full power and authority to own its properties and to carry on its business as conducted. The Investor, if a natural person, is eighteen years of age or older and competent to enter into a contractual obligation and is not a U.S. person as such term is used in Regulation S of the Securities Act of 1933 (the “**Securities Act**”). The principal place of business or principal residence of the Investor is as shown in the Rolling SAFE Tokens.
   2. The Investor has the requisite power and authority to deliver the Rolling SAFE Tokens, perform his, her or its obligations set forth in the Rolling SAFE and consummate the transactions contemplated in the Rolling SAFE. The Investor has duly executed and delivered the Rolling SAFE and has obtained the necessary authorization to execute and deliver the Rolling SAFE and to perform his, her or its obligations in the Rolling SAFE and to consummate the transactions contemplated in the Rolling SAFE. The Rolling SAFE, assuming the due execution and delivery hereof by the Company, is a legal, valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms.
   3. The Investor is purchasing the Rolling SAFE Tokens solely for the Investor’s own account and not with a view toward or in connection with resale, distribution (other than to its shareholders or members, if any), subdivision or fractionalization thereof. The Investor has no agreement or other arrangement, formal or informal, with any person or entity to sell, transfer or pledge any part of the Rolling SAFE or which would guarantee the Investor any profit or insure against any loss with respect to the Rolling SAFE, and the Investor has no plans to enter into any such agreement or arrangement.
   4. The Investor represents and warrants that the execution, delivery and performance of the Rolling SAFE will not result in (a) any violation of, be in conflict with or constitute a material default under, with or without the passage of time or the giving of notice of (i) any provision of Investor’s organizational documents, if applicable; (ii) any provision of any judgment, decree or order to which Investor is a party, by which it is bound, or to which any of its assets are subject; (iii) any agreement, obligation, duty or commitment to which Investor is a party or by which it is bound; or (iv) any laws, statutes, ordinances, rules, regulations, judgments, injunctions, administrative interpretations, orders and decrees of any Governmental Authority, including amendments thereto (collectively, “**Laws**”); or (b) the creation of any lien, charge or encumbrance upon any assets of Investor. “**Governmental Authority**” shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, executive, judicial or administrative functions of or pertaining to government, including without limitation any government authority, agency, department, board, commission or instrumentality and any court, tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization. For the avoidance of doubt, Governmental Authority may include private bodies exercising quasi-governmental, regulatory or judicial-like functions to the extent they relate to either Parties or the Rolling SAFE.
   5. The Investor has sufficient knowledge and experience in business, technology, financial, securities and securities investments matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology to be able to evaluate the risks and merits of Investor’s purchase of the Rolling SAFE Tokens, including but not limited to the matters set forth in the Rolling SAFE, and is able to bear the risks thereof, including loss of all amounts paid, loss of the Rolling SAFE Tokens and liability to the Company and others for its acts and omissions, including without limitation those constituting a breach of the Rolling SAFE, negligence, fraud or willful misconduct. Investor’s financial situation is such that Investor can afford to bear the economic risk of holding the Rolling SAFE Tokens for an indefinite period of time, and the Investor has adequate means to provide for the Investor’s current needs and personal contingencies and has a sufficient net worth to sustain the loss of the Investor’s entire investment in the Rolling SAFE or Rolling SAFE Tokens.
   6. The Investor has obtained sufficient information in order to make an informed decision to purchase the Rolling SAFE Tokens. Investor is not relying on the Company or any of its owners, directors, officers, counsel, employees, agents or representatives for legal, investment or tax advice. Investor represents that, to the extent that Investor has any questions with respect to the purchase of the Rolling SAFE Tokens, Investor has sought professional advice. Investor has sought independent legal, investment and tax advice to the extent that Investor has deemed necessary or appropriate in connection with Investor’s decision to purchase the Rolling SAFE Tokens described herein.
   7. Investor understands and acknowledges that an investment in the Rolling SAFE Tokens is subject to all the risks that apply to early-stage investment opportunities, whether or not those risks are explicitly set out in the Rolling SAFE. Investor has received and carefully reviewed the Rolling SAFE. Investor, in making the decision to purchase the Rolling SAFE Tokens, has relied upon an independent investigation of the Company and has not relied upon any information or representations made by any third parties or upon any oral or written representations or assurances from the Company, its owners, directors, officers, employees, agents, or any other representatives of the Company other than as expressly set forth in the Rolling SAFE.
   8. Neither (i) the Investor, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the Company’s securities held or to be held by the Investor is subject to any of the “bad actor” disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act (“**Bad Actor Disqualifications**”), except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the sale of the Rolling SAFE Tokens, in writing and in reasonable detail to the Company. The Investor will promptly notify the Company in writing if the Investor or, to the Investor’s knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any Bad Actor Disqualification
   9. Investor understands that no state or federal authority has scrutinized the Rolling SAFE, has made any finding or determination relating to the fairness for purchase of the Rolling SAFE Tokens, or has recommended or endorsed the Rolling SAFE or Rolling SAFE Tokens and that the Rolling SAFE or Rolling SAFE Tokens have not been registered under the Securities Act or any state securities laws, in reliance upon exemptions from registration thereunder.
   10. Investor represents and warrants that Investor: (a) (1) is not located or domiciled; (2) does not have a place of business; or (3) is not conducting business (any of which would make Investor a “**Resident**”) in a jurisdiction in which the Rolling SAFE or Rolling SAFE Tokens are prohibited by applicable Laws, (b) a Resident of, or located in, a jurisdiction that is subject to U.S. or other sovereign country sanctions or embargoes, or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, the U.S. Department of State’s Debarred Parties List, or other lists of prohibited persons and entities as may be mandated by applicable law or regulation (each a “**Prohibited Investor**”). Investor agrees that if Investor’s country of residence or other circumstances change such that the above representations are no longer accurate, Investor’s Rolling SAFE may be immediately terminated or repaid by the Company. Investor further represents and warrants that if Investor is purchasing the right to receive the Rolling SAFE Tokens on behalf of a legal entity: (1) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (2) Investor is duly authorized by such legal entity to act on its behalf.
   11. Investor is not a United States Person as defined under Regulation S of the Securities Act, and Investor hereby represents, warrants and covenants as follows:
       1. The Investor acknowledges and warrants that (a) the issuance and sale to the Investor of the Rolling SAFE Tokens is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation S; (b) it is not a United States Person and is not acquiring the Rolling SAFE Tokens for the account or benefit of any United States Person; and (c) the offer and sale of the Rolling SAFE Tokens has not taken place, and is not taking place, within the United States of America or its territories or possessions. The Investor acknowledges that the offer and sale of the Rolling SAFE Tokens has taken place, and is taking place in an “offshore transaction,” as such term is defined in Regulation S.
       2. The Investor acknowledges and agrees that, pursuant to the provisions of Regulation S, the Rolling SAFE Tokens cannot be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any United States Person or within the United States of America or its territories or possessions for a period of 12 months after the issuance of the Rolling SAFE Tokens to Investor, unless such Rolling SAFE Tokens are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available. The Investor acknowledges that it has not engaged in any hedging transactions with regard to the Rolling SAFE Tokens.
       3. The Investor consents to the placement of a legend on any certificate, note or other instrument (if any) evidencing the Rolling SAFE and understands that the Company will be required to refuse to register any transfer of the Rolling SAFE or Rolling SAFE Tokens not made in accordance with applicable U.S. securities laws.
       4. The Investor is not a “distributor” of securities, as that term is defined in Regulation S, nor a dealer in securities. The Investor is purchasing the Rolling SAFE Tokens as principal for its own account, for investment purposes only and not with an intent or view towards further sale or distribution (as such term is used in Securities Act §2(11)) thereof, and has not pre-arranged any sale with any other Investor and has no plans to enter into any such agreement or arrangement.
       5. The Investor is not an Affiliate of the Company nor is any Affiliate of the Investor an Affiliate of the Company. An “**Affiliate**” is an individual or corporation, partnership, trust, incorporate or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (each of the foregoing, a “Person”) that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act. With respect to the Investor, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as the Investor will be deemed to be an Affiliate of such Investor.
       6. The Investor understands that the Rolling SAFE and Rolling SAFE Tokens have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The Rolling SAFE Tokens are “restricted securities” within the meaning of Regulation S and Rule 144 promulgated under the Securities Act.
       7. The Investor acknowledges that the Rolling SAFE Tokens may only be sold offshore in compliance with Regulation S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the Rolling SAFE Tokens under Regulation S, the Company will not register a transfer not made in accordance with Regulation S, under an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act.
       8. The Investor represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the offering of the Rolling SAFE Tokens, including: (a) the legal requirements within its jurisdiction for the purchase of the Rolling SAFE Tokens; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Rolling SAFE Tokens. The Investor’s investment and its continued beneficial ownership of the Rolling SAFE Tokens will not violate any applicable securities or other laws of the jurisdiction of its residence.
   12. With respect to the Site:
       1. Investor understands and acknowledges that the Company and/or the Company Parties have established Terms of Use and a Privacy Policy for the Site, which Terms of Use and Privacy Policy may be amended from time to time. Investor has read and has complied with and agrees to continue to comply with the Terms of Use and Privacy Policy for the Site. Investor has verified the accuracy of the universal resource locator for the Site used to purchase the Rolling SAFE Tokens.
       2. Investor understands and acknowledges that Investor shall be solely responsible for inputting and transmitting its Purchase orders correctly and accurately.
       3. Investor understands and acknowledges access to the Site may be limited, unavailable or interrupted at any time, including, but not limited to, during periods of peak demand, market volatility, system upgrades, maintenance or during any other events impacting Investor, Company or third party providers providing systems or services necessary for the Site to be available and that the Company will not be liable, and Investor will not attempt to hold the Company liable, for any losses arising out of or relating to any inaccuracies, duplications or errors in any purchase placed on the Purchasing Site or resulting transactions.
2. ***Information Provided by Investor.***
   1. The information that the Investor has furnished in connection with entering into the Rolling SAFE, including (without limitation) the information furnished by the Investor to the Company regarding whether Investor is a U.S. Person as that term is defined in Regulation S under the Securities Act, is correct and complete as of the date of the Rolling SAFE and will be correct and complete on the date, if any, that the Company accepts the Rolling SAFE. Further, the Investor shall immediately notify the Company of any change in any statement made in the Rolling SAFE prior to the Investor’s receipt of the Company’s acceptance of the Rolling SAFE, including, without limitation, Investor’s status as a non-U.S. Person. The representations and warranties made by the Investor may be fully relied upon by the Company, and any other Company Party (as defined below), and by any investigating party relying on them. The Investor acknowledges and agrees that the Investor shall be liable for any loss, liability, claim, damage and expense whatsoever (including all expenses incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon any inaccuracy in the representations and warranties in the information provided by the Investor.
   2. The Investor confirms that all information and documentation provided to the Company, including but not limited to all information regarding the Investor’s identity and source of funds to be used to purchase the Rolling SAFE Tokens, is true, correct and complete. The Investor is currently a bona fide resident of the state or jurisdiction set forth in the current address provided to the Company. The Investor has no present intention of becoming a resident of any other state or jurisdiction.
   3. The representations, warranties, agreement, undertakings and acknowledgments made by the Investor in the Rolling SAFE will be relied upon by Company and its affiliates (the “**Company Parties**”) and counsel to the Company in determining, among other things, whether to allow the Investor to purchase the Rolling SAFE Tokens. The representations, warranties, agreements, undertakings and acknowledgments made by the Investor in the Rolling SAFE shall survive the Investor’s purchase of the Rolling SAFE Tokens. The Investor agrees to notify the Company immediately if any of the Investor’s representations, warranties and covenants contained in the Rolling SAFE become untrue or incomplete in any respect.
   4. The Company Parties may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of the Investor.
3. ***Rights to Use Investor Information.***
   1. The Investor agrees and consents that the Company Parties and any administrator appointed from time to time with respect to the Company (the “**Administrator**”) may obtain, hold, use, disclose, transfer, and otherwise process the Investor’s data, including but not limited to the contents of the Rolling SAFE:
      1. as the Company Parties or the Administrator reasonably deem necessary or appropriate to facilitate the acceptance, management and administration of the Investor’s Rolling SAFE Tokens, on an ongoing basis;
      2. to provide notice of and/or to seek consent to uses or disclosures of such data for specific purposes;
      3. for any specific purposes where the Investor has given specific consent to do so;
      4. to carry out statistical analysis and market research, whereby the products of such statistical analysis or market research are not disclosed outside of the Company Parties or the Administrator on a basis in which Investor is identifiable without the Investor’s specific consent;
      5. as the Company Parties or the Administrator reasonably deem necessary or appropriate to comply with legal process, court orders, or other legal, regulatory, or self-regulatory requirements, requests, or investigations applicable to the Company Parties, the Administrator or the Investor, including, but not limited to, in connection with anti-money laundering and similar laws, or to establish the availability under any applicable law of an exemption from registration of the Rolling SAFE Tokens or to establish compliance with applicable law generally by the Company Parties;
      6. for disclosure or transfer to third parties, including the Investor’s financial adviser (where appropriate), regulatory bodies, auditors or technology providers to any of the Company Parties or the Administrator, as reasonably necessary for the purposes described in this Section 3(a); and
      7. for any other purposes described in the Privacy Policy or the Rolling SAFE.
   2. The Investor agrees and consents to disclosure by the Company Parties or the Administrator to relevant third parties of information pertaining to the Investor in respect of disclosure and compliance policies or information requests related thereto.
   3. The Investor authorizes the Company Parties and any of their agents to disclose the Investor’s nonpublic personal information to comply with regulatory and contractual requirements applicable to the Company Parties. Any such disclosure shall, to the fullest extent permitted by law, be permitted notwithstanding any privacy policy or similar restrictions regarding the disclosure of the Investor’s nonpublic personal information.
4. ***Relationship Between Investor and the Company Parties.*** Investor acknowledges and agrees that the purchase and sale of the Rolling SAFE Tokens is an arms-length transaction between the Investor and the Company. In connection with the purchase and sale of the Rolling SAFE Tokens, none of the Company nor any other Company Party is acting as the Investor’s agent or fiduciary. The Company Parties assume no advisory or fiduciary responsibility in connection with the Rolling SAFE Tokens. The Company Parties have not provided Investor with any legal, accounting, regulatory or tax advice with respect to the Rolling SAFE Tokens, and Investor has consulted its own respective legal, accounting, regulatory and tax advisers to the extent Investor deems appropriate.
5. ***Regulatory Limitations and Requirements.***
   1. The Investor understands, acknowledges and agrees that the sale of the Rolling SAFE Tokens is not fully registered with the SEC because it is being made in reliance on Regulation S under the Securities Act, and that the Company is not registered or licensed with any federal or state regulator as an investment adviser, broker-dealer, money services business, money transmitter, or virtual currency business, or under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”) or the Investment Company Act of 1940 (“**1940 Act**”). As a result, the Investor will not be afforded the full set of protections provided to the clients and customers of such entities under the Securities Act, the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), the Advisers Act or the 1940 Act, or any money services business, money transmitter, or virtual currency laws.
   2. The Investor understands and agrees that if, at any time, it is determined that the Company is not in compliance with the Securities Act, the Exchange Act, the Advisers Act, or the 1940 Act, or any laws or regulations applicable to money transmitters, money services businesses, or virtual currency businesses, or is otherwise not in compliance with applicable law, the Company may take any corrective action it determines is appropriate in its sole and absolute discretion.
   3. The Investor understands that the Rolling SAFE Tokens are not legal tender, are not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
   4. The Investor understands that he or she may be barred from purchasing the Rolling SAFE Tokens if the Investor is (i) an employee benefit plan that is subject to the fiduciary responsibility standards and prohibited transaction restrictions of part 4 of Title I of U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (ii) any plan to which Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) applies, (iii) a private investment fund or other entity whose assets are treated as “plan assets” for purposes of ERISA and Section 4975 of the Code or (iv) an insurance company, whose general account assets are treated as “plan assets” for purposes of ERISA and Section 4975 of the Code. The Investor has notified the Company if it falls into (i) — (iv) of this paragraph.
   5. Investor understands and acknowledges that:[[8]](#footnote-8)
      1. [*Insert representations regarding jurisdiction law*]
      2. if it is resident of, or located in, other jurisdictions, the offer, sale, or distribution of the Rolling SAFE Tokens in such other jurisdictions may be restricted by law and therefore persons into whose possession the Rolling SAFE Tokens comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities or other applicable laws of any such jurisdiction.
   6. It is the intent of the Company Parties to comply with all applicable federal, state and local laws designed to combat money laundering and similar illegal activities. Investor hereby represents, covenants, and agrees that, to the best of Investor’s knowledge based on reasonable investigation:
      1. None of the Investor’s funds or securities tendered to acquire the Rolling SAFE Tokens (whether payable in cash or otherwise) shall be derived from money laundering or similar activities deemed illegal under federal laws and regulations.
      2. To the extent within the Investor’s control, none of the Investor’s funds or securities tendered to acquire the Rolling SAFE Tokens (whether payable in cash or otherwise) will cause any Company Party to be in violation of federal anti-money laundering laws or regulations.
      3. When requested by the Company, the Investor will provide any and all additional information, and the Investor understands and agrees that the Company or any other Company Party may release confidential information about the Investor and, if applicable, any underlying beneficial owner or Related Person[[9]](#footnote-9) to U.S. regulators and law enforcement authorities deemed reasonably necessary to ensure compliance with all applicable laws and regulations concerning money laundering and similar activities. The Company reserves the right to request any information as is necessary to verify the identity of the Investor and the source of any payment to the Company. In the event of delay or failure by the Investor to produce any information required for verification purposes, an investment by the Investor may be refused.
      4. Neither the Investor, nor any person or entity controlled by, controlling or under common control with the Investor, nor any of the Investor’s beneficial owners, nor any person for whom the Investor is acting as agent or nominee in connection with this investment, nor, in the case of an Investor which is an entity, any Related Person is:
         1. a Prohibited Investor;
         2. a Senior Foreign Political Figure,[[10]](#footnote-10) any member of a Senior Foreign Political Figure’s “immediate family,” which includes the figure’s parents, siblings, spouse, children and in-laws, or any Close Associate of a Senior Foreign Political Figure,[[11]](#footnote-11) or a person or entity resident in, or organized or chartered under, the laws of a Non-Cooperative Jurisdiction;[[12]](#footnote-12) or
         3. a person or entity resident in, or organized or chartered under, the laws of a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 411 of the Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 as warranting special measures due to money laundering concerns.
      5. The Investor hereby agrees to immediately notify the Company if the Investor knows, or has reason to suspect, that any of the representations in this Section 5 have become incorrect or if there is any change in the information affecting these representations and covenants.
      6. The Investor agrees that, if at any time it is discovered that any of the foregoing anti-money laundering representations are incorrect, or if otherwise required by applicable laws or regulations, the Company may undertake appropriate actions, and the Investor agrees to cooperate with such actions to ensure compliance with such laws or regulations.
      7. The Investor acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file any information with governmental and law enforcement agencies to identify transactions and activities that the Company or any other Company Party or their agents reasonably determines to be suspicious, or as otherwise required by law.
   7. The Investor understands that no Company Party is registered with the SEC or with the securities commission of any state or other jurisdiction as a broker-dealer under the Exchange Act. The Investor will not be afforded the full set of protections provided under the Exchange Act or comparable state law.
   8. The Investor understands and agrees that if the Company were deemed to be a money transmitter or money services business, it would be subject to significant additional regulation that could lead to significant changes with respect to the Rolling SAFE Tokens, how the Rolling SAFE Tokens are structured, how the Rolling SAFE Tokens are purchased and sold, and other issues, and would greatly increase the Company’s costs in creating and facilitating transactions with the Rolling SAFE Tokens. Further, a regulator could take action against the Company and Company Parties if it views the Rolling SAFE Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the Rolling SAFE Tokens and/or could cause the Company to cease operations.
   9. Virtual Currency Business Matters:
      1. The Investor understands and agrees that the Company does not intend to operate in any state that requires the Company to obtain an applicable license to conduct a virtual currency business, and that if an Investor is a resident of a state that requires the Company to obtain an applicable license to conduct a virtual currency business, the Rolling SAFE Tokens are void and all rights and privileges of the Investor under the Rolling SAFE are canceled. If an Investor is a resident of a state that requires the Company to obtain license to conduct a virtual currency business, the Company will not allow the Investor to receive the Rolling SAFE Tokens. Further, any prohibited transaction inconsistent with this Section 5 may be unable to be rescinded.
      2. The Investor understands and agrees that if the Company and the Company Parties were deemed to be conducting an unlicensed virtual currency business they would be subject to significant additional regulation and/or regulatory consequences, which could lead to significant changes with respect to the Rolling SAFE Tokens, how the Rolling SAFE Tokens are structured, how the Rolling SAFE Tokens are purchased and sold, and other issues and would greatly increase the Company’s costs. Further, a regulator could take action against the Company and the Company Parties if it views the Rolling SAFE Tokens as a violation of existing law. Any of these outcomes would negatively affect the value of the Rolling SAFE Tokens and/or could cause the Company to cease operations. Investors are strongly encouraged to seek independent legal advice regarding their individual circumstances in determining whether they are eligible to purchase the Rolling SAFE Tokens.
   10. The Investor understands and agrees that the regulatory risks described in this Section 5 primarily take into consideration U.S. law only and are a brief summary of the risks associated with the investment in the Rolling SAFE Tokens.
   11. The Investor further understands and agrees that it is anticipated that the Rolling SAFE Tokens will also be sold or resold outside the United States, which could subject the Company Parties or the Rolling SAFE Tokens to non-U.S. legal requirements, which could be significant. Non-U.S. regulation could lead to the same types of changes and outcomes described above with respect to U.S. regulation, and any of these outcomes would negatively affect the value of the Rolling SAFE Tokens and/or cause the Company Parties to cease operations.
6. ***Tax Requirements.***
   1. The Investor certifies that the Investor has completed and submitted any required waiver of local privacy laws that could otherwise prevent disclosure of information to a Company Party, the IRS or any other governmental authority for purposes of complying with the Internal Revenue Code (the “**Code**”) (including without limitation in connection with FATCA, as defined below) or any intergovernmental agreement entered into in connection with the implementation of the FATCA (an “**IGA**”), and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the Company to comply with information reporting requirements pursuant to the Code (including, without limitation, in connection with FATCA or any IGA).
   2. The Investor further certifies that, upon request by the Company, the Investor will provide to the Company an IRS Form W-9, appropriate IRS Form W-8 or other applicable IRS Forms and any additional documentation or information required by the Company for purposes of satisfying the Company’s obligations under the Code, and in any event the Company may require such documentation prior to the delivery of the Rolling SAFE Tokens to the Investor.
   3. The Investor further consents to the reporting of the information provided pursuant to this Section 6, in addition to certain other information, including, but not limited to, the value of the Investor’s purchase of the Rolling SAFE Tokens to the IRS or any other governmental authority if the Company is required to do so under FATCA.
   4. As used in the Rolling SAFE, “**FATCA**” means one or more of the following, as the context requires: (i) Sections 1471 through 1474 of the Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting, financial or tax information sharing, and/or withholding tax regimes, (ii) any intergovernmental agreement, treaty or any other arrangement between the United States and an applicable foreign country, entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in the foregoing clause (i), and (ii) any legislation, regulations or guidance implemented in a jurisdiction to give effect to the foregoing clauses (i) or (ii).
   5. By executing the Rolling SAFE, the Investor understands and acknowledges that (i) the Company (or any other Company Party) may be required to provide the identities of the Investor’s direct and indirect beneficial owners to a governmental entity, and (ii) the Investor hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the Company from compliance with the foregoing and otherwise with applicable law as described in this Section 6.
   6. The Investor confirms that the Investor has been advised to consult with the Investor’s independent attorney regarding legal matters concerning the Company and to consult with independent tax advisers regarding the tax consequences of purchasing the Rolling SAFE Tokens. The Investor acknowledges and agrees that none of the Company Parties are providing any warranty or assurance regarding the tax consequences to the Investor by reason of the Purchase.
7. ***Other Risks.***
   1. The Investor is solely responsible for reviewing, understanding and considering the risks above and any additional risks, including without limitation those described in the Rolling SAFE and the Exchange Offer. The Company’s operations, financial condition, and results of operations could be materially and adversely affected by any one or more of those risk factors, as could the underlying value of each Investor’s Rolling SAFE Tokens, which may lead to the Rolling SAFE Tokens losing all value.
8. ***Transfer and Storage of Personal Data.***
   1. The Investor understands and agrees that in connection with the services provided by the Company, its personal data may be transferred and/or stored in various jurisdictions in which the Company Parties have a presence, including in or to jurisdictions that may not offer a level of personal data protection equivalent to the Investor’s country of residence.
   2. The Investor further understands and agrees that, although the Company Parties will use their reasonable efforts to maintain the confidentiality of the information provided in the Rolling SAFE, the Company Parties may disclose or transfer the Rolling SAFE Tokens, and disclose or transfer other data of Investor, as described in Section 3(a). Any disclosure, use, storage or transfer of information for these purposes shall not be treated as a breach of any restriction upon the disclosure, use, storage or transfer of information imposed on any person by law or otherwise.

APPENDIX A **-** JURISDICTIONAL NOTICES**[[13]](#footnote-13)**

**NOTICE TO RESIDENTS OF THE UNITED STATES AND “U.S. PERSONS”**

THE OFFER AND SALE OF THE Rolling SAFE TOKENS AND THE ROLLING SAFE CURRENTLY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF ANY STATE THEREOF. THE Rolling SAFE TOKENS AND THE Rolling SAFE MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED WITHIN THE UNITED STATES OR TO A “U.S. PERSON” (AS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT), EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

**NASAA UNIFORM LEGEND**

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE TOKENS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

**NOTICE TO RESIDENTS OF ALL OTHER JURISDICTIONS**

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

1. **Note to Counsel**: As Company Counsel may be aware, risk factors are not required for many private offerings both in the United States and outside of the United States. However, given the novelty of a Rolling SAFE Offering, issuers and their counsel should consider whether implementing risk factors and/or a PPM merits consideration. To the extent that an issuer and their counsel elect to include additional risk factors, such risk factors should be tailored to the Company’s profile and specific risks related to such Company’s business operations. [↑](#footnote-ref-1)
2. **Note to Counsel:** The representations and warranties in this section are generally applicable to many U.S. business models but Company counsel should be consider adaptation and revision in the context of each issuer’s individual offering. These representations and warranties are targeted specifically at U.S., accredited investor participants. [↑](#footnote-ref-2)
3. “**Related Person**” shall mean, with respect to any entity, any interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that in the case of an entity that is a publicly traded company or a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is organized in the U.S. or is a U.S. government entity, the term “Related Person” shall exclude any interest holder holding less than 5% of any class of securities of such publicly traded company and beneficiaries of such plan. [↑](#footnote-ref-3)
4. “**Senior Foreign Political Figure**” shall mean a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure. [↑](#footnote-ref-4)
5. “**Close Associate of a Senior Foreign Political Figure**” shall mean a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure. [↑](#footnote-ref-5)
6. “**Non-Cooperative Jurisdiction**” shall mean any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur. [↑](#footnote-ref-6)
7. **Note to Counsel:** The representations and warranties in this section are generally applicable to standard business models but should be considered and tailored in the context of each issuer’s individual offering. These representations and warranties are targeted specifically at non-U.S. participants. If an issuer intends to offer securities outside of the United States, counsel should consider whether local counsel is warranted in each offering jurisdiction. [↑](#footnote-ref-7)
8. **Note to Counsel:** Foreign securities and money transmission law may apply if tokens are sold outside of the United States. Counsel should consider engaging local counsel in any jurisdiction in which it advertises or solicits investors or conducts an offering of securities. [↑](#footnote-ref-8)
9. “**Related Person**” shall mean, with respect to any entity, any interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that in the case of an entity that is a publicly traded company or a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is organized in the U.S. or is a U.S. government entity, the term “Related Person” shall exclude any interest holder holding less than 5% of any class of securities of such publicly traded company and beneficiaries of such plan. [↑](#footnote-ref-9)
10. “**Senior Foreign Political Figure**” shall mean a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure. [↑](#footnote-ref-10)
11. “**Close Associate of a Senior Foreign Political Figure**” shall mean a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure. [↑](#footnote-ref-11)
12. “**Non-Cooperative Jurisdiction**” shall mean any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur. [↑](#footnote-ref-12)
13. **Note to Counsel**: Company counsel should consider whether additional legends are warranted based on the facts and circumstances of the offering. If the user intends to sell to non-“U.S. Person(s)”, foreign law may apply, including the inclusion of additional legends or notations. Company counsel should consider engaging local counsel in any jurisdiction in which it advertises or solicits investors or conducts an offering of securities. [↑](#footnote-ref-13)