



A Premier Global Digital Asset Trading Platform

Token Listing Agreement

This Token Listing Agreement (this “**Agreement**”) is made by and between **GBM Global Inc.** (the “**BitMart**”), and **Optimism BOB Project** (the “**Developer**”) represented and controlled by **Hoang Viet Du and Le Van Nguyen** in connection with coin/token listing, sales, distribution on **BitMart.com**, the cryptocurrency trading platform operated by BitMart (the “**Exchange**”), and other services for the purpose of this Agreement.

This agreement is dated June 2, 2023.

For good and valuable consideration, BitMart agrees and the Developer desires to list its cryptocurrency asset, known as **OBOB** (the “**Token**”) on the Exchange on or before **June 30, 2023** (the “**Listing Date**”). The parties agree as follows:

I. Precondition of Listing

- a. The Exchange is a cryptocurrency trading platform tailored to organized spot trading market, futures trading market, and other markets available for cryptocurrencies. The Exchange has its own User Agreement, Privacy Policy, AML/KYC Policy, and additional covenants, which may be updated and modified from time to time, governing the use of services by all Exchange users (collectively the “**Market Rules**”). The final interpretation of the Market Rules and any and all services and tools provided by the Exchange lies in the sole discretion of BitMart.
- b. Developer certifies that it fully understands and agrees to comply with all BitMart Market Rules and pay all applicable listing fees, and/or follow-up fees when due.
- c. By applying to list the Token on the Exchange, Developer agrees to promptly provide the requested documents/materials and information to the Exchange for valuation purpose. BitMart shall apply its own token listing criteria in determining whether such cryptocurrency asset is eligible to be listed on the Exchange and BitMart reserves the exclusive right to make such determination.

To specify, Developer understands and agrees that it shall provide below documents for BitMart’s review, and shall provide supporting materials should BitMart requests:

- Certificate of Incorporation of the Developer or document of equivalent effect issued by an authorized government agency. Such document shall confirm the Developer as a duly registered legal entity within the jurisdiction.

- Legal opinion or memorandum issued by an attorney licensed to practice in relevant jurisdiction analyzing the legal nature of the Token, or certification from governmental units. The Token must at least be identified as a non-security token.
 - Audit report for the Developer's smart contract. Such report shall analyze and confirm the security, reliability, and stability of such product of the Developer.
- d. Developer agrees to report scheduled forks well in advance to BitMart as well as all technical issues with the Token, node, block explorer, etc. at the possible soonest. Developer also understands and agrees that it must seek BitMart's written approval before using any kind of code-based Super Admin functions (including but not limited to FreezeTransfer, Lock or transfer restriction settings), if such functions exist in the Token's smart contract. In case of any losses or damages to Exchange users' assets due to unreported forks, technical issues, or misuse of code-based Super Admin functions, the Developer agrees to bear full responsibility for any and all damages to the Exchange and to related users, including but not limited to special, incidental, or consequential damages. BitMart may, in its sole discretion, retain and liquidate any assets in Developer's BitMart account or otherwise held by BitMart to compensate the user and the Exchange's loss and damage. By doing so BitMart shall still be entitled to seek other remedies it is entitled to under the agreement and the law.

Should the Developer have needs for additional technical support from BitMart, BitMart is entitled to additional fees, provided that BitMart agrees to render such service to the Developer in accordance with the Market Rules.

- e. BitMart has the right to be notified in advance of significant changes in the Developer's projects, such as changes in management team, business directions, key investors, or other activities that may ultimately affect the interests of Token holders on BitMart.

II. Term of Listing

- a. Timeline for listing of a new asset depends on agreements reached between the parties on an individual basis.
- b. BitMart may postpone or cancel the listing, delist the Token, or designate the Token to a specific trading market upon the occurrence of the following circumstances:
- The Developer violates BitMart's Market Rules;
 - The Developer's material breach of this Listing Agreement occurs;
 - The Developer fails to meet any applicable regulatory/compliance requirements;
 - The Token's smart contract is defective with technical vulnerabilities or potentially harmful to BitMart users;
 - The Token's smart contract is being attacked or compromised;
 - The Token is no longer managed by the Developer or supported by its community;
 - The Token has limited trading volume or market depth on the Exchange (see the Addendum attached herein for details);

- Potentially suspicious trading activities related to the Token are detected (with/without the Developer's knowledge), including any engagement of the Developer's liquidity provider in market manipulation activities or other acts that interfere with the fair operation of related markets; or
- Inconsistency or change of information provided in Developer's listing application with BitMart, or change in the Token that renders the Token unfit to be listed or not supported by the Exchange.

BitMart will notify the Developer its decision in advance and the Developer may request BitMart to review the decision or re-apply for listing by contacting BitMart listing teams. No refund will be made when a listing is cancelled or a token is delisted from BitMart due to the project team's material breach of the listing agreement or the addendum. Any decisions regarding delisting and relisting of tokens are made by BitMart in its sole discretion and the Developer may be subject to additional listing fees.

- The parties understand and agree that the listing of the Token on BitMart under this Agreement will solely be implemented by making ONE (1) trading pair available, which is OBOB/USDT. BitMart will not provide other trading pairs.
- The Developer understands and agrees that there is a need for liquidity improvement for the Token, as listed in the Addendum attached herein. Therefore, the Developer agrees that a professional trading team will be engaged at the Developer's own expense to manage the liquidity of the Token.**

III. Obligations

- To promote the Token and increase the trading volume, BitMart may plan and implement various promotions, reward programs, referral programs, and other campaigns and activities.

The Developer agrees to coordinate such promotional activities and to sponsor listing related campaigns on the Exchange, including, but not limited to, campaigns on social media platforms, press releases, promotional events in communities.

- The listing and related services provided by the Exchange are subject to below conditions to the satisfaction of BitMart:**
 - **A Listing Fee of THIRTY THOUSAND (30,000) USDT must be deposited by the Developer within THREE (3) days after the execution of this Agreement. BitMart confirms the wallet addresses as below:**

ERC20: 0xb08b0Cd2DEE25d9B1ECa107ddba7E08829dAD4C7
BEP20: 0xA31dCABe381d1Bed0f10e304527f6551d6652878
TRC20: TP9MJss8bUAJWG4KmR2ax3DVqkZVVSZgRb

The Exchange will acknowledge receipt of the listing fee in due time after such payment is made by the Developer. The Exchange reserves the right to terminate this Agreement unilaterally if such listing fee is not duly paid.

IV. Timing

The parties agree that the Token will be listed on the Exchange no later than **June 30, 2023** (the “**Listing Date**”), or on other dates that are agreed upon by the parties.

V. Sales and Marketing

The parties agree that each party hereby grants to the other party a non-exclusive, non-transferable right and license to use their name, domain name, logos and trademarks for and solely for the purpose of this Agreement, including any posting on social media or professional network.

VI. Certification and Disclaimer

- a. The Developer certifies that it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and that the execution, delivery and performance by the Developer of this Listing Agreement is within the power of the Developer and has been duly authorized by all necessary corporate actions;
- b. The Developer certifies that no consent, approval, permit, reporting, filing or registration is required in connection with the listing of its Token on the Exchange and the Token listing is not against the securities laws of any relevant jurisdiction;
- c. The Developer certifies that it understands and agrees to pay applicable listing fees, will continuously meet the liquidity standards, and comply with all BitMart Market Rules as amended from time to time;
- d. The Developer certifies that it shall comply with all applicable laws, statutes, regulations, and policies of the countries and regions which have jurisdiction over the Developer in connection with its Token issuance, offering, and trading;
- e. The Developer certifies that the information and documents provided in its listing application to BitMart are complete and accurate, and the Developer agrees to provide supporting documents at any time as reasonably requested by BitMart; The Developer agrees to promptly notify BitMart of any change to the information provided in its listing application, especially significant changes to the Token that may affect its eligibility and suitability to be listed on BitMart, including, without limitation, technological developments of the Token, wallet system, smart contract, node, block explorer, scheduled forks, and other issues that may 1) affect the functions and value of the Token 2) affect the Developer’s business plans, financial stability, team structure and key personnel; and 3) lead to possible occurrence of cyber-attack, security breach, information leak, massive complaints and disputes among BitMart, the Developer and Token holders as well as involvement of pending lawsuits, investigations and regulatory enforcement actions by relevant authorities.
- f. The Developer certifies that it understands and agrees that nothing contained herein shall be construed as constituting an agreement for the Token’s continuous listing on BitMart; The Developer understands and agrees that BitMart may, in compliance with applicable laws and regulations, terminate the listing and remove the Token immediately with or without prior notice to the Developer;

- g. The Developer authorizes BitMart to use the Developer's logos, symbols, marks, website address, trade names and other intellectual properties for publicity and marketing purposes; The Developer certifies that it is the sole and exclusive owner of such intellectual properties and that BitMart's use of such intellectual properties does not infringe the rights and interests of any third party. The Developer agrees to indemnify and hold BitMart and its affiliates, including its employees, agents and other authorized persons, harmless from any third-party rights and claims arising out of BitMart or any affiliate's use of the Developer's logos, symbols, marks, website address, trade names and other intellectual properties in connection with the Token listing;
- h. The Developer certifies that it understands and agrees that the Listing Date contained in this Agreement is the anticipated date for the Token listing, and the actual listing may be affected by document review and technology integration, in which event, BitMart will resume the listing at the earliest possible date and shall not be liable for any loss or damage due to such delay;
- i. The Developer certifies that it and its liquidity provider shall not engage in any market manipulation activities; The Developer understands that it is against the Exchange's Market Rules to create false or misleading price or demand of the tokens, to spread market rumors, to conduct wash trading, front running, insider trading, to pump and dump or conduct other activities that deliberately interfere with the fair operation of the markets; The Developer certifies that it understands and agrees that any of its non-compliance with this section may lead to delisting, temporary or permanent trading restrictions, asset seizure and forfeiture, or even criminal charges if law enforcement agencies are involved; and
- j. The parties acknowledge that BitMart provides coin/token listing services without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose or noninfringement, or warranties of quality or performance.

VII. Force Majeure

If either party is unable to fulfill the Agreement due to force majeure, it shall promptly inform the other party of the reasons for its failure or failure to perform in full, and after agreed upon by both parties, to allow delay in the fulfillment, partial fulfillment or non-performance of the Agreement. For purposes of this Agreement, "force majeure" shall include conditions, without limitation, as follows:

- a. Conditions unforeseeable or beyond the control of the parties, including, but not limited to, earthquake, hurricane, flood, fire, war, riot, strike, changes in law or other domestic or foreign governmental acts;
- b. The loss of assets or data caused by computer virus attacks on BitMart's servers or other computing or internet systems;
- c. The loss of assets or data caused by hacking on BitMart's servers or other computing or internet systems;
- d. The loss of assets or data caused by the interruption of services of electric equipment from a third party or public network;

- e. Unforeseeable events occurred to the trading platform, the digital wallet, or other events to that effect, including bankruptcy or suspension of the operating entity;
- f. Other events which no party can foresee and prevent from happening.

VIII. Limitation of Liability

Under no circumstance will BitMart or its affiliates be liable for special, incidental, or consequential damages, including, without limitation, lost profit or loss resulting from business interruption, even if BitMart has been advised of the possibility or likelihood of such damages. BitMart will not be liable for any delay, loss, or damage attributable to any service, product, or action of any third party. In no event will BitMart or any of its affiliate's aggregate liability for any and all claims, losses, or damages arising out of or relating to this Listing Agreement or any services provided by BitMart (whether in contract, equity, negligence, tort or otherwise) exceed the aggregate fees paid by the Developer under this Agreement during the twelve-month period immediately preceding the date upon which the applicable cause of action arises. The Developer is not liable for special, incidental, or consequential damages, including without limitation, lost profit or loss resulting from business interruption of BitMart or its affiliates.

If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

IX. Confidentiality

BitMart and the Developer will disclose information to each other to implement this Agreement (the "**Confidential Information**"). Such Confidential Information means any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by receiving party or its representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the disclosing party; and (vi) any information generated by the receiving party or by its representatives that contains, reflects, or is derived from any of the foregoing.

BitMart and the Developer agree that, under this Agreement, a receiving party of any Confidential Information shall: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (the "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or

omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties, unless authorized by the disclosing party in advance and in writing.

The parties agree to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of a disclosing party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the receiving party. Title to the Confidential Information will remain solely in the disclosing party.

X. Governing Law and Venue

This Agreement shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. Any dispute, controversy or claim arising out of or relating to this Agreement, the breach, termination or invalidity thereof, or any services provided by BitMart to the Developer, shall be settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the arbitration notice is submitted in accordance with the said rules.

XI. Anti-Bribery

The parties understand and agree that no commercial bribes will be tolerated. Neither party, nor any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the party or any of its subsidiaries or affiliates, shall provide/receive cash, service, kickbacks or any other kind of benefits to/from the other party and any of its director, officer, agent, employee or other person associated. Either party identified to have such behaviors will be held liable.

XII. Others

- a. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between the parties. Changes, amendments or supplements to any part of this Agreement shall be made by written agreement executed by BitMart and the Developer.
- b. Unless otherwise provided by laws or administrative regulations, if any provision of this Agreement is in violation of the laws, such provision shall be amended and interpreted to best achieve the objectives of the original clause to the maximum extent permitted by law, while the remaining provisions of this Agreement continue to retain full validity.
- c. Either party who fails to exercise or delay the exercise of any right or remedy under this Agreement shall not be construed as an automatic waiver of the right or remedy by such party, nor shall any individual or partial exercise of any right or remedy prevent further or other parties from exercising that right or measure, or from the exercise of other rights or remedies.

This Agreement is acknowledged and accepted by the parties on the date set out above as follows:

Optimism BOB Project

By: Hoàng Việt Du
Name: Hoàng Việt Du

Lê Văn Nguyễn
Name: Lê Văn Nguyễn

GBM Global Inc.

By: _____
Name: Sheldon Xia

Token Listing Agreement Addendum

This Token Listing Agreement Addendum (the “**Addendum**”) is attached to and made a part of the Token Listing Agreement between BitMart and the Developer. The Developer understands and agrees that it shall comply with below liquidity and trading requirements for **OBOB** tokens (the “**Token**”):

1. Account Set-up

The Developer is required to engage at least one active liquidity provider. The Developer shall cause its liquidity provider to operate through one or more institutional accounts with BitMart under the Developer’s name. An institutional account with BitMart must be made available before the Token’s listing on BitMart. The Developer shall apply for its own institutional account with BitMart as instructed on <https://support.bmx.fund/hc/en-us/articles/4403929650075-Institution-Account-Application-Requirements>.

2. Liquidity Deposit and Guarantee Period

- a. A deposit of 1) ETH/BTC/USDT tokens of the value of **FIFTEEN THOUSAND (15,000) USDT** and 2) **OBOB** tokens of the value of **FIFTEEN THOUSAND (15,000) USDT** for each trading pair (the “**Liquidity Deposit**”) must be made available in the Developer’s account with BitMart at least ONE (1) business day before the listing date.
- b. The ratio of OBOB token to Tether/Ethereum/Bitcoin in such account must be smaller than 3:1 all the time as long as such token is available on BitMart.
- c. The Developer understands and agrees that such Liquidity Deposit must be retained in the Developer’s account with BitMart for at least one (1) month (the “**Guarantee Period**”). During such Guarantee Period, the withdrawal function of such account will be disabled. The Developer may only request one withdrawal only if the remaining balance in the Developer’s account with BitMart meets the Liquidity Deposit requirements above.

3. Orderbook and Market Depth Requirements

- a. BitMart will monitor key orderbook conditions of every trading pair as listed below (data collected every 12 hours):
 - i. **A Bid-Ask Spread of more than 2%**
 - ii. **Less than 30 orders on either side of orderbook of each trading pair**

- iii. **Less than 3,000 USDT worth of orders on either side of the orderbook within 2% price range of the market price**
- iv. **Less than 5,000 USDT worth of orders on either side of the orderbook within 5% price range of the market price**
- v. **Less than 10,000 USDT worth of orders on either side of the orderbook within 10% price range of the market price**
- vi. **Less than 1 Trade per hour**
- vii. **Less than 50,000 USDT average daily trade volume (3-day average)**
- viii. If the daily trading volume of the trading pair ranks in the top 100 in the BitMart spot market, in addition to not triggering the above requirements, the Developer understands and agrees that it should adjust the depth of the orderbook based on the table below:

Level	24H Volume (USDT)	Orderbook Depth (USDT) (+/- 2%)
1	<100,000	3,000
2	100,000	10,000
3	500,000	20,000
4	1,000,000	40,000
5	2,000,000	50,000
6	5,000,000	80,000
7	10,000,000	100,000
8	50,000,000	200,000
9	100,000,000	400,000
10	200,000,000	800,000
11	>200,000,000	1,000,000

b. The Developer understands and agrees that:

- i. **The Bid-Ask Spread must be no more than 2% at all times.**
- ii. **In addition to the Bid-Ask Spread, if one or more of the above conditions occur and continue for more than 1 calendar days (BitMart liquidity alerts triggered 2 times), BitMart will notify the Developer that liquidity improvements need to be made for such trading pair.**
- iii. **In addition to the Bid-Ask Spread, if one or more of the above conditions occur and continue for more than 3 consecutive calendar days (BitMart liquidity alerts triggered 6 times) and no improvement is made, the trading pair will be immediately hidden on BitMart**

website and related trading data will no longer be accessible for any third-party ranking websites.

- iv. **If the hidden status of such trading pair lasts for 60 calendar days or more, BitMart is entitled to initiate de-listing arrangements for such trading pair without any refund.**
- v. **If a hidden trading pair has a 30-day accumulative trading volume of less than 1,000 USDT, BitMart is entitled to initiate de-listing arrangements for such trading pair without any refund.**
- vi. To be released from the hidden status, the Developer must apply to BitMart separately. The hidden trading pair cannot trigger any liquidity alerts for a minimum of 3 consecutive calendar days before BitMart conducts its review to such application.
- vii. BitMart reserves the right to modify its orderbook and market depth requirements at any time for better liquidity for its users, and duly notify the Developer of gradual improvements.

4. Abnormal Price Fluctuation Management

- a. BitMart will monitor abnormal price fluctuation of every trading pair as listed below:
 - i. The Token's price drops 80% below its opening price with BitMart for more than 6 hours within the first month after the listing date, in which case the token benchmark price is the token's listing price;
 - ii. The Token's price drops more than 50% within 24 hours, and stays below such rate (beyond 50%) for over 1 hour, unless the BTC/USDT price drops more than 15% within the same timeframe, in which case the token benchmark price is the token's average price in the previous three days; or
 - iii. The Token's price drops more than 75% within 72 hours, and stays below such rate (beyond 75%) for over 1 hour, unless the BTC/USDT price drops more than 30% within the same time frame, in which case the token benchmark price is the token's average price in the previous seven days.
- b. The Developer understands and agrees that, in terms of extreme price fluctuation of the Token, BitMart is entitled to below:
 - i. Immediately suspend trading of the related trading pair;
 - ii. Immediately suspend the deposit of the Token;
 - iii. Temporarily freeze the Developer's account with BitMart with no deposit/trade/withdrawal allowed;
 - iv. Remind the Developer to deposit more liquidity support funds in 72 hours. The amount shall be the higher of below:

- (1) USDT of the value equivalent to 5% of the total token balance in the Developer's accounts at BitMart (calculated per the token's benchmark price as listed above); or
- (2) 20,000 USDT, whichever is higher.
- v. Initiate de-listing arrangements for such trading pair without any refund if the Developer fails to deposit funds as required within 72 hours after trading suspends.
- vi. Confiscate a part of or all of the assets within the Developer's account with BitMart as BitMart considers necessary for market stabilization.
- vii. To be released from the suspended/frozen status, the Developer must deposit the funds as required in 72 hours and successfully recover the token price to its benchmark price within 1 hour after the market reopens. Otherwise, BitMart is entitled to stop trading and suspend the Developer's account again.
- viii. Should the Developer have suggestions for the best token benchmark price, it can suggest to BitMart although BitMart has the sole discretion in deciding if a different token benchmark price shall be allowed.
- ix. BitMart reserves the right to modify its abnormal price fluctuation management requirements at any time, and duly notify the Developer of gradual improvements.

By signing this Addendum, you acknowledge that you have fully understood the liquidity and trading requirements for token listing on BitMart and you render yourself/your team/your service providers/your representatives to be bonded by it:

Optimism BOB Project

By _____
Name: Hoang Viet Du
Title: Founder

By _____
Name: Le Van Nguyen
Title: Co-Founder

GBM Global Inc.

By _____
Name: Sheldon Xia
Title: Director