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**TPA**  
**ENTERTAINMENT BASED NON-**  
**FUNGIBLE-TOKEN (NFT) ECOSYSTEM**

**2021**

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## OVERVIEW

TPA is a unique ecosystem comprising dApps through which ecosystem participants can own, distribute, exchange and monetize their provably-rare digital collectible in the form of a Non-Fungible-Token (NFT) using TPA, the main utility token of the ecosystem. Non-fungible tokens are tokens minted on blockchains that are individually unique; meaning that no other token is exactly like it. This token design ensures the right and ownership over an asset. NFTs are now used by digital asset artists, blockchain games, and countless other applications to ensure digital scarcity and ownership.

However, despite the recent and explosive growth of NFT artworks, the majority of digital artworks on NFT exchanges are vulnerable to several issues:

- (i) No clear method of consumption or utility;
- (ii) Asset valuation that is subject to price manipulation, and;
- (iii) Difficult for the public to purchase and trade.

The opportunity for any marketplace that can address these issues is enormous with the volume of Non-fungible token transactions growing 299% in 2020 and 1,785% in 2021 (Year To Date). The company behind the NBA Top Shot recently reached a \$7.5B valuation with NBA Top Shot grossing \$500M in 6 months since beta platform launch.

With the untapped opportunities present in multiple verticals, isMedia, a KOSDAQ listed company entering the Metaverse businesses via partners such as the Oculus, is launching the first NFT Marketplace in the Entertainment vertical with celebrity-branded partnerships.

Serving as a dApp partner for TPA ecosystem, IsMedia is launching a marketplace for digital assets with clear utility and easy consumability, targeted for the general public. These include high-quality, collectable video content from celebrities, celebrity sponsored and branded assets, one-of-a-kind emojis, and more.

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# ECOSYSTEM

## 1.1. NON FUNGIBLE TOKEN (NFT) MARKETPLACE

With the untapped opportunities present in the entertainment vertical, isMedia is launching the first NFT Marketplace in the Entertainment vertical with celebrity-branded partnerships with the following highlights;

### **World-class UX/UI Design**

Developed by MetaLab, the designers of Coinbase, Slack, and more. Experts at capturing the general public market where current NFT marketplaces fall short.

### **Good Curation of Content**

Introduces social aspect where users can interact with each other Partnerships will solidify and weed out counterfeit NFTs (a la NBA Top Shot)

### **Diverse Functionality**

Variety of features such as NFT crowdfunding, NFT lending, and NFT index/derivative products Dashboard to easily show royalties generated from NFT trades

### **Own Mainnet (initially on Ethereum)**

Will reduce transaction fees and speed up transactions. Create a seamless and cost effective experience for users

### **Own custodial wallet (initially MetaMask)**

Improved user experience and better control of the NFT assets on the platform

### **Credit Card Functionality**

Allowing credit card transactions will allow the platform to reach a much greater audience and introduce them to NFTs.

isMedia's NFT marketplace is being built upon the early efforts of earlier marketplaces, but designed to embrace a more accessible and mature NFT market of the future. Our NFT wallet app will draw upon the best ideas from existing NFT apps such as Enjin and Dibbs but further enhance the UX, focusing on first time users.

Following are the basic features of isMedia's NFT marketplace;

### 1.1.1. MINT

Initially available only to the administrator that controls the quality of the marketplace, a

creator can mint an NFT to be traded on the marketplace.

### **1.1.2. BURN**

Also available only to the administrator initially, the holder must burn the NFT token issued to retrieve the locked collateral back.

### **1.1.3. TRADE**

Buy and sell NFTs on the marketplace with transactional records recurring on public blockchain such as Ethereum of which the NFT is minted.

### **1.1.4. LEASE**

Debt markets are a major missing piece in the NFT ecosystem. We believe that the need for a marketplace to allow people to both obtain loans from their NFTs and to lease their NFTs will grow indefinitely. TPA features an NFT finance market where users can browse different NFTs to lease. An NFT leasing market would help discover the fair market value of NFTs. The leasing market may be even more dependent on the asset type due to the nature of the assets themselves. There are countless factors when considering the leasing market value of NFTs, but the marketplace will help discover the fair value for such activities.

### **1.1.5. BORROW**

An NFT collateralized loan marketplace would be an effective method of determining the fair value of NFTs. The marketplace could allow users to post the NFTs they want to use as collateral and others could place bids on how much they are willing to lend against it.

### **1.1.6. GAMIFICATION**

isMedia platform will feature gamification aspects that will go beyond any existing NFT marketplace in order to engage mainstream users and capture their attention over time. The platform will draw on proven techniques to drive community engagement, such as a user ranking system, daily and periodic challenges, and other gamified mechanisms.

#### **Ranking System**

isMedia platform will be a Tiered Point System. Users will be encouraged to be active on the platform to gain experience/points. Every time a user tiers up, they will receive a higher badge than the previous tier.

Bronze 1 being the lowest

Bronze 2 being higher

Bronze 3 being the highest before moving to the next higher tier

Tier Ranking Levels:

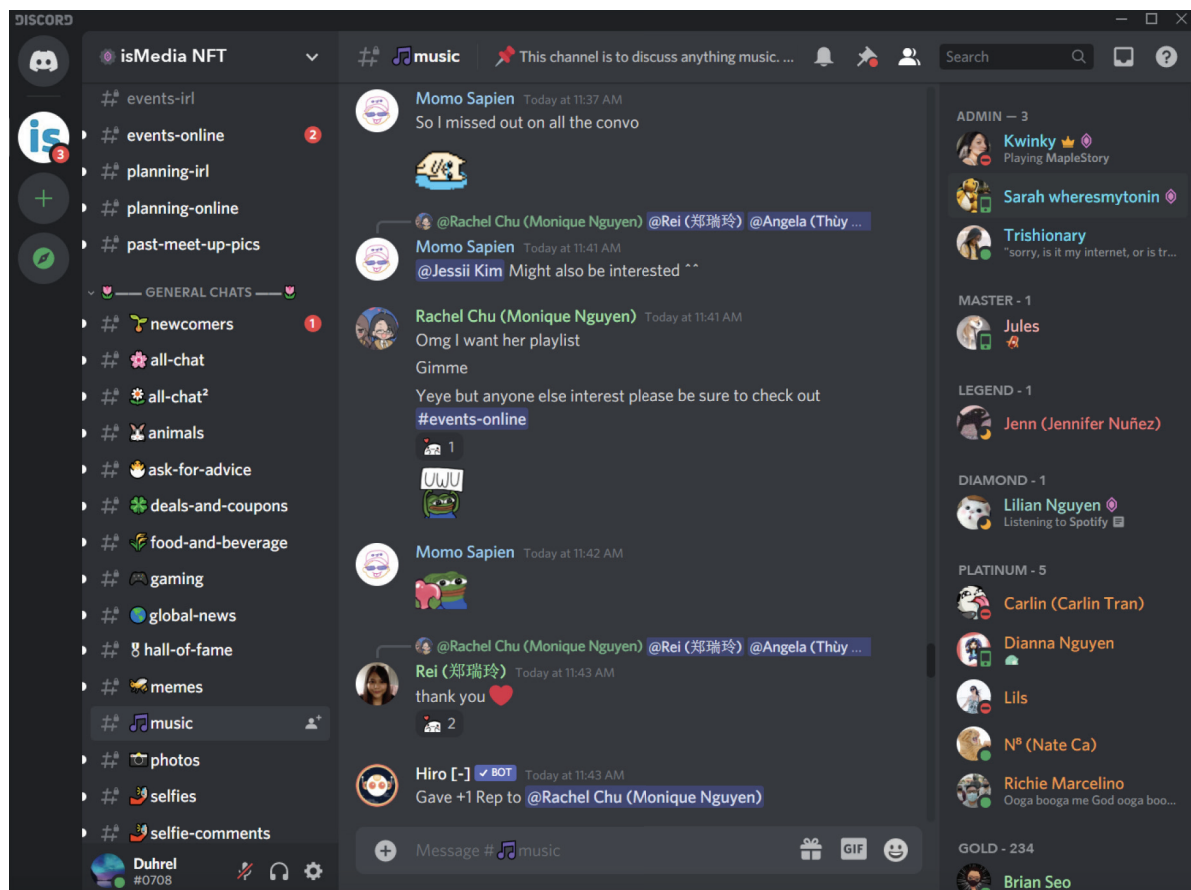
Bronze 1 > Bronze 2 > Bronze 3  
Silver 1 > Silver 2 > Silver 3  
Gold 1 > Gold 2 > Gold 3  
Platinum 1 > Platinum 2 > Platinum 3  
Diamond 1 > Diamond 2 > Diamond 3  
Legend 1 > Legend 2 > Legend 3  
Master

## Discord Community

Nowadays, platforms receive support and engagement from community base platforms. Currently, Discord has helped many platforms such as NBA Top Shot to keep the community engaged. Introducing and integrating Discord to isMedia Platform will encourage users to be active on a daily basis.

The ranking system on isMedia platform can be reflected on Discord channel. Reaching level Legend, a user can be a moderator on Discord channel making sure people are not posting inappropriate content and obeying server rules.

Within Discord, channels/topics can be created where users can talk about what's hot, what challenges are next on the isMedia platform, have watch parties (watch live events together), or looking for people to Buy/Sell their NFT on isMedia Platform.





## **Challenges**

With Discord being a great opportunity for engagement, it can also be a great opportunity to find talent. Within Discord, isMedia can host special events/challenges such as asking users to upload them singing, rapping, doing cover of songs. Discord like YouTube can be a great alternative to finding talent.

## **1.2. NFT CREATORS**

NFT creators are the producers of the engageable content, which makes up the supply side of the marketplace. For the works they do, TPA (TPA) tokens are algorithmically distributed, which can then be exchanged with any other desired digital assets on the open market TPA is listed on.

### **1.2.1. PREMIUM CONTENTS PROVIDERS**

Premium content providers are internal and external alliances of partners that focus on creating user-friendly digital collectibles.

### **1.2.2. USER GENERATED CONTENTS**

On top of the premium contents provided by the partners of isMedia, we have a future plan to offer users to participate in minting NFTs on various dApps we plan to expand.

## **1.3. NFT CONSUMERS**

Aside from the marketplace, consumers interact with NFTs via various user applications, dApps, across the TPA ecosystem. Each dApp is designed to offer a unique user experience while users' interactions are broken down, measured and are rewarded with TPA tokens to vitalize engagements.

### **1.3.1. DROPS**

Since part of the appeal of NFTs is their uniqueness, NFT consumers can keep track of upcoming NFT drops in order to be the first on the scene to buy.

### **1.3.2. CHALLENGES**

A challenge is the best way to earn exclusive limited collectible rewards. Complete a challenge by collecting and holding every Moment until the timer expires. Following are types of challenges we offer to incentivize users.

#### **Snapshot game**

When a concert or music video is released online, users can take screenshots of some key

moments and personalize the images by adding stickers/emojis or photoshopping the image to be uploaded and rated by the community (this community will be from the Discord channel).

### **Where's Waldo**

In a live concert or new music release, users will be given the challenge to spot a key moment such as when a singer comes out wearing a blue jacket or when you spy a panda in the background. The user will upload their image with a timestamp on it to claim their prize online.

### **Giveaway**

Paying a small fee to enter into a giveaway. Winner will be selected by random.

### **Trivia**

Asking users trivia questions to unlock prizes.

*Example: How many times did Jessi say the words Love in her Live at Seoul Concert.*

### **Trade Game**

Every week one card/moment will be selected to be the main card to have that. If a user has that card within a certain time frame, they will receive a prize. This encourages users to buy or sell NFTs on the platform

*Example: If you own a PSY in Seoul card within March 1 - March 8 you will receive a PSY Exclusive Gold Outfit. This now makes PSY in Seoul cards more valuable and people will now send a user an offer to take it off of their hands.*

### **Dream Team**

With the cards a user has, they can draft a team of 5 of who they think will be the best fantasy team and winners can be voted through the Discord community channel.

*Example: This week's challenge, Which 5 idols would make the best group to tour Australia to introduce KPOP? Then a user would select people from the cards they own and submit it on the platform. Winners can be selected from most votes.*

### **Guess**

Each week, the platform will randomize 3 cards to guess what it will reveal. A user will choose 3 cards they own and guess what this week's challenge reveal will be. If they guess all 3 cards right they will receive a prize.

*Example: If a user owns 6 colors: Red, blue, white, green, yellow, brown, they can guess red, blue, green for this week. The platform shows the cards you had to guess were red, blue, white. Since they did not guess right, they can attempt again next week.*

### **Lucky pick**

Each week a user will get an opportunity to choose 1 face down out of 20. Only 1 of them is a high valued card.



## Risk

Trade in 5 cards and receive 3 back in the hope 1 of them are valuable.

## Collect them all

A challenge can be owning the entire BTS group will unlock a special reward such as a rare music video or an image of the BTS group in a special outfit or group shot in a special event

## Giveaway

Paying a small fee to enter into a giveaway. Winner will be selected by random.

## Golden Ticket

A user will buy packets in hopes of finding the "Golden Ticket" which will be a legendary item.

## On Boarding

When signing up to a new platform sometimes it takes users a while to fully understand and navigate the platform. When the user first sign ups, these challenges will help guide them through the platform and unlock rewards as they complete the process.

*Examples: adding friends, sharing posts, connecting credit cards, verifying ID, logging in 3 days in a row, etc.*

## 1.4. DECENTRALIZED FINANCE






When there is a value, there is finance. From price discovery to generating liquidity into and around the NFT marketplace, decentralized finance plays a vital role in the ecosystem of TPA.

### 1.4.1. STAKING

The screenshot displays a web interface for 'Earn TPA Pool List' by staking Tokens. The interface has a blue header with navigation links 'Dashboard' and 'Stake', and a 'My Wallet' button. Below the header, the title 'Earn TPA Pool List' is centered, with the subtitle 'by staking Tokens'. Two staking pools are presented as cards. Each card has a 'TPA Holder' title and a 'Stake TPA TOKEN Earn TPA' subtitle. The first card shows a 'Total Staked' of 223,008,163.497 TPA Token. The second card shows an 'APY' of 242.0%, a 'Total Staked' of 11,875.191 TPA-ETH LP, a 'TVL' of 1,034.259 ETH, and a 'TPA Price' of 1 TPA = 0.002 ETH. Both cards feature a 'Select' button at the bottom.

TPA Holder	Stake TPA TOKEN Earn TPA
Total Staked	223,008,163.497 TPA Token
APY	242.0%
Total Staked	11,875.191 TPA-ETH LP
TVL	1,034.259 ETH
TPA Price	1 TPA = 0.002 ETH

From yield farming to vault strategies, features to embrace liquidity into the ecosystem are under development in parallel with the marketplace. Staking will be available both for the fungible tokens and non-fungible tokens.

 cDAI/cUSDC <b>tpa.finance/Compound LP</b>	Yearly Growth: <b>24.72%</b>	Available to deposit: <b>0.00 cDAI+cUSDC</b>
 EURS/sEUR <b>tpa.finance/eurs LP</b>	Yearly Growth: <b>22.73%</b>	Available to deposit: <b>0.00 eursTPA</b>
 yDAI/yUSDC/yUSDT <b>tpa.finance/3pool LP</b>	Yearly Growth: <b>18.21%</b>	Available to deposit: <b>0.00 3TPA</b>
 mUSD/3TPA <b>tpa.finance/mUSD LP</b>	Yearly Growth: <b>3.65%</b>	Available to deposit: <b>0.00 musd3TPA</b>
 GUSD/3TPA <b>tpa.finance/GUSD LP</b>	Yearly Growth: <b>38.38%</b>	Available to deposit: <b>0.00 gusd3TPA</b>

#### 1.4.2. NFT COLLATERALIZED LOANS

Debt market plays a vital role in the price discovery of each NFT. Users can lend NFTs or borrow them. Once a user repays the loan, the asset will be transferred back. If a user doesn't pay back the total repayment amount before the due date, the asset will be transferred to the lender.

#### 1.4.3. NFT CROWDFUNDING

Crowdfunding is a feature that allows fractionalizing NFT tokens into liquid ERC-20 tokens. This feature opens the possibility of collective ownership of expensive and highly demanded NFTs.

#### 1.4.4. NFT ETF

This feature allows liquidity even to flow into illiquid NFTs, by creating tokenized index funds. TPA token is used by the project community for governance/voting based ETF management.

snapshot / tpa.finance

0x0D23...3Ca1

tpa.finance

New proposal

# Proposals

AllCoreCommunityActivePendingClosed

Closed

TPA-59: Temporarily extend Multisig empowerment

#QmdRCXH By 0x7A10...4c67 

Core

 start 2/19/2021 end 2/24/2021

Closed

TPA-58: Adaptive mgmt fees based on AUM

#QmbhnqN By 0x3C34...ac347 

Core

 start 2/1/2021 end 2/5/2021

Closed

TPA-57: Funding TPA's Future

#QmdRCXH By 0x7A10...4c67 

Core

 start 1/29/2021 end 2/3/2021

Closed

TPA-56: Buyback and Build TPA

#QmdRCXH By 0x7A10...4c67 

Core

 start 1/17/2021 end 2/20/2021

# TOKEN ECONOMY

## 2.1. TPA UTILITY TOKEN

TPA is the base ecosystem currency for the TPA ecosystem. TPA is inherently transferable to other users, and also fully exchangeable with various supported ETH and ERC20 tokens, such as DAI, USDT, USDC and others.

The TPA token will be used to enable the DeFi features including the yield farming pools, and allow users to stake into these pools in order to earn returns. In addition, the TPA token will grow to encompass the NFT DeFi products, such as the NFT crowdfunding, as well as be incorporated into the gamification aspects of the isMedia platform.

### 2.1.1. STAKING

Staking TPA alone or in combination with other Fungible or Non-Fungible-Tokens will be available in yield farming or in vault strategies to compensate users for providing liquidity.

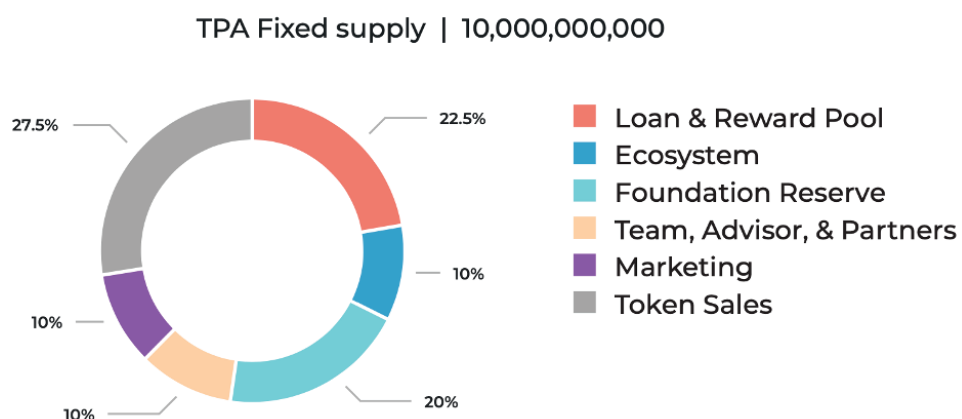
### 2.1.2. MEMBERSHIP

TPA is required to enter our members-only area to earn NFT drops, collectible rewards, airdrops and other ecosystem features. Users can also stake TPA to farm exclusive, tradeable NFTs that are not offered to non-members.

### 2.1.3. GOVERNANCE

TPA is required to take part in the forms of voting for proposals around the ecosystem.

## 2.2. ALLOCATION & TOKEN



**Lockup Schedule**

DeFi Loan & Reward Pool	5% unlocks on [M+0], 5% unlocks each month from [M+11]
Ecosystem	5% unlocks each month from [M+35]
Foundation Reserve	5% unlocks each month from [M+35]
Team, Advisors, Partners	5% unlocks each month from [M+11]
Marketing	10% unlocks on [M+0], 5% unlocks each month from [M+11]
Token Sales	5% unlocks each month from [M+0]

[M+0] = initial listing month

## KEY MEMBERS

### TEAM



#### **CEO – Jusung Myung**

Chairman of the Board of Directors at isMedia TPA Retail Co. U.S. Corporate head. Former co-founder of One holdings group. Investor of Salk Institute via Nanos Co. Ltd.



#### **CEO of isMedia – Kitae Kim**

Former CFO, YNG Company. Former CEO, Eduplanet. Former Director, Korea Culture and Tourism Institute. Former Managing Director, Tubeasset America.



#### **CEO/CFO of isMedia - Insuk Kim**

Chairman of the Board of Directors at TPA Group. Former Division Director at KTB Investment & Securities Co., Ltd. Former General Manager at KWOOM Securities Co. Ltd.

### ADVISORS



#### **Byungduk Min**

Former KB Kookmin Bank President



#### **Wonjoon Lee**

Former Vice-Chairman/Co-CEO at Lotte Shopping Co. Ltd



#### **Jaejun Kim**

Former Managing Director at NH Investment & Securities Co.



#### **Kyoduk Son**

Former Kyongnam Bank President



#### **Sunghoon Moon**

Former President of WITS mobility



**Hyeongnam Jeon**

Former Vice President at GRS Investment Advisory



**Randi Zuckerberg**

Former Facebook CMO

## PARTNERS











## DISCLAIMER

PLEASE READ THIS DISCLAIMER SECTION CAREFULLY. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

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Documents, the former shall prevail. There are risks and uncertainties associated with the TPA Token Vendor, the Project Group, the Project, the TPA tokens, and the TPA TGE. Please refer to the Section entitled “Risks and Uncertainties” set out at the end of the Project Documents. The Project Documents, any part thereof and any copy thereof must not be taken or transmitted to any jurisdiction where distribution or dissemination of the Project Documents is prohibited or restricted. No part of the Project Documents is to be reproduced, distributed or disseminated without including this Section and the following Sections entitled “Disclaimer of Liability”, “No Representations and Warranties”, “Representations and Warranties by You”, “Cautionary Note on Forward-Looking Statements”, “Third Party Information and No Consent of Other Persons”, “Terms Used”, “No Advice”, “No Further Information or Update”, “Restrictions on Distribution and Dissemination”, “No Offer of Investment or Registration”, and “Risks and Uncertainties”.

**Disclaimer of Liability.** To the maximum extent permitted by the applicable laws, regulations and rules, the TPA Token Vendor shall not be liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Project Documents or any part thereof by you.

**No Representations and Warranties.** The TPA Token Vendor and/or the Project Group does / do not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in the Project Documents.

**Representations and Warranties by You.** By accessing and/or accepting possession of any information in the Project Documents or such part thereof (as the case may be), you represent and warrant to the TPA Token Vendor and the Project Group as follows:

- A. you agree and acknowledge that the TPA tokens do not constitute shares or securities of any form, units in a business trust, units in a collective investment activity scheme or any other form of regulated investment or investment product in any jurisdiction;
- B. you are not an Excluded Person;
- C. you are fully aware of and understand that you are not eligible and you are not to purchase any TPA tokens if you are an Excluded Person;
- D. you agree and acknowledge that the Project Documents do not constitute prospectuses or offer documents of any sort and are not intended to constitute an offer of shares or securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction, or a solicitation for any form of regulated investment or investment product, and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency other than those provided for in the Project Documents or other form of payment is to be accepted on the basis of the Project Documents;
- E. you agree and acknowledge that no regulatory authority has examined or approved any of the information set out in the Project Documents, no action has been or will be taken

by the TPA Token Vendor to obtain such approval under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of the Project Documents to you does not imply that the applicable laws, regulatory requirements, or rules have been complied with;

- F. you agree and acknowledge that the Project Documents, the undertaking and/or the completion of the TPA TGE, or future trading of TPA tokens on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an indication of the merits of the TPA Token Vendor, the Project, the TPA tokens, the TPA TGE;
- G. the distribution or dissemination of the Project Documents, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the TPA Token Vendor;
- H. you agree and acknowledge that in the case where you wish to purchase any TPA tokens, TPA tokens are not to be construed, interpreted, classified or treated as:
  - a. any kind of currency other than cryptocurrency;
  - b. debentures, stocks or shares issued by the TPA Token Vendor, the Project Group, or any other person or entity;
  - c. rights, options or derivatives in respect of such debentures, stocks or shares;
  - d. rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
  - e. securities; vi. units or derivatives of units in a business trust;
  - f. units in a collective investment scheme; or
  - g. any form of regulated investment or investment product;
- I. you are legally permitted to participate in the TPA TGE and all actions contemplated or associated with such purchase, including the holding and use of TPA tokens;
- J. the amounts that you use to purchase TPA tokens were not and are not directly or indirectly derived from any activities that contravene the laws and regulations of any jurisdiction, including anti-money laundering laws and regulations;
- K. if you are a natural person, you are of sufficient age and capacity under the applicable laws of the jurisdiction in which you reside and the jurisdiction of which you are a citizen to participate in the TPA TGE;
- L. you are not obtaining or using TPA tokens for any illegal purpose;
- M. none of:
  - a. you;
  - b. any person controlling or controlled by you;
  - c. if you are a privately-held entity, any person having a beneficial interest in you; or
  - d. iv. any person for whom you are acting as agent or nominee in connection with this TPA TGE,

is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branch of a government (whether elected or not), a senior official of a major political party, or a senior executive

of a foreign government owned corporation, and includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

An "immediate family" of a senior foreign political figure typically includes such figure's parents, siblings, spouse, children and inlaws.

A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with such senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of such senior foreign political figure;

- N. if you are affiliated with a non-U.S. banking institution ("Foreign Bank"), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the TPA Token Vendor that:
- i. the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities;
  - ii. the Foreign Bank maintains operating records related to its banking activities;
  - iii. the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and
  - iv. the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate;
- O. you have such knowledge and understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology so as to be able to evaluate the risks and merits of the Project, the TPA tokens, and correspondingly any purchase of the TPA tokens;
- P. you are fully aware and understand that in the case where you wish to purchase any TPA tokens, there are risks associated with the TPA Token Vendor, the Project Group, the Project, the TPA tokens and the TPA TGE;
- Q. you bear the sole responsibility to determine what tax implications purchasing TPA tokens may have for you and you agree not to hold the TPA Token Vendor or any other person involved in the TPA TGE liable for any tax liability associated with or arising therefrom;
- R. you agree and acknowledge that neither the TPA Token Vendor nor the Project Group is liable for any direct, indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Project Documents or any part thereof by you;
- S. you waive the right to participate in a class action lawsuit or a class wide arbitration against the TPA Token Vendor and/or any person involved in the TPA TGE and/or with the creation and distribution of TPA tokens; and
- T. all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession the Project Documents or such part thereof (as the case may be).

**Cautionary Note on Forward-Looking Statements.** All statements contained in the Project Documents, statements made in press releases or in any place accessible by the public and oral statements that may be made by the TPA Token Vendor, the Project Group, or their respective directors, executive officers or employees acting on behalf of the TPA Token Vendor or the Project Group (as the case may be), that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements.

All statements regarding the TPA Token Vendor, the Project Group, and/ or the future outlook of the industry which the TPA Token Vendor and the Project Group are in are forward- looking statements. These forward-looking statements, including but not limited to statements as to the TPA Token Vendor, the Project Group and other matters discussed in the Project Documents regarding the TPA Token Vendor and the Project Group are matters that are not historic facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may have an impact on or adversely affect the TPA Token Vendor and/or the Project Group, the Project, or the use of the TPA tokens. These factors include, amongst others:

- A. changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Project Group conducts its business and operations;
- B. the risk that the Project Group may be unable to execute or implement the Project;
- C. changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;
- D. changes in the anticipated growth strategies and expected internal growth of the Project Group and the Project;
- E. changes in fees payable to the Project Group in connection with its businesses and operations or on the Project;
- F. changes in the availability and salaries of employees who are required by the Project Group to operate its business and operations;
- G. changes in preferences of users;
- H. changes in competitive conditions under which the Project Group operates, and the ability of the Project Group to compete under such conditions;
- I. changes in the future capital needs of the Project Group and the availability of financing and capital to fund such needs;
- J. war or acts of international or domestic terrorism;
- K. occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of the Project Group;
- L. other factors beyond the control of the TPA Token Vendor and/ or the Project Group; and
- M. any risks and uncertainties associated with the TPA Token Vendor, the Project Group, the Project, the TPA tokens and the TPA TGE.



All forward-looking statements made by or attributable to the TPA Token Vendor, the Project Group, or persons acting on behalf of the TPA Token Vendor and/or the Project Group, or relating to the TPA Ecosystem are expressly qualified in their entirety by such factors. Given the risks and uncertainties that may cause the eventual outcome to be materially different from that expected, expressed or implied by the forward-looking statements in the Project Documents, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of the Project Documents.

The TPA Token Vendor, the Project Group, and/or any other person do not represent, warrant, and/or undertake the contents in those forward-looking statements, and the eventual outcome may differ materially from those anticipated in these forward-looking statements. Nothing contained in the Project Documents is or may be relied upon as a promise, representation or undertaking relating to the TPA Token Vendor and/or the Project Group.

Further, the TPA Token Vendor and the Project Group each disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

**Third Party Information and No Consent of Other Persons.** The Project Documents include information obtained from various third party sources ("Third Party Information"). The consent of the publishers of the Third Party Information has not been sought for the inclusion of the Third Party Information in the Project Documents and such publishers are therefore not liable for the Third Party Information. While the TPA Token Vendor and the Project Group have taken reasonable action to ensure that the Third Party Information have been included in their proper form and context, the TPA Token Vendor, the Project Group, and/or their respective directors, executive officers, and employees acting on its behalf, have not independently verified the accuracy, reliability, completeness of the contents, or ascertained any applicable underlying assumption, of the relevant Third Party Information. Consequently, the TPA Token Vendor, the Project Group, and/or their respective directors, executive officers, and employees acting on their behalf do not make any representation or warranty as to the accuracy, reliability or completeness of such information and shall not be obliged to provide any updates on the same.

**Terms Used.** To facilitate a better understanding of the TPA tokens being offered for purchase by the TPA Token Vendor, and the businesses and operations of the Project Group, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in the Project Documents. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage. Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations.

**No Advice.** No information in the Project Documents should be considered to be business, legal, financial or tax advice regarding the TPA Token Vendor, the Project Group, the Project,

the TPA tokens, or the TPA TGE. You should consult your own legal, financial, tax or other professional advisor regarding the TPA Token Vendor, the Project Group, the Project, the TPA tokens, and the TPA TGE. You should be aware that you may be required to bear all risks of any purchase of TPA tokens for an indefinite period of time. None of the advisors engaged by the TPA Token Vendor and/or the Project Group has made or purports to make any statement in the Project Documents or any statement upon which a statement in the Project Documents is based and each of them makes no representation regarding any statement in the Project Documents and to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any liability to any person which is based on, or arises out of, any statement, information or opinions in, or omission from, the Project Documents.

**No Further Information or Update.** No person has been or is authorized to give any information or representation not contained in the Project Documents in connection with the TPA Token Vendor, the Project Group, the Project, the TPA tokens or the TPA TGE and, if given, such information or representation must not be relied upon as having been authorized by or on behalf of the TPA Token Vendor and/or the Project Group. The TPA TGE shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of the TPA Token Vendor and/or the Project Group or in any statement of fact or information contained in the Project Documents since the date hereof.

**Restrictions on Distribution and Dissemination.** The distribution or dissemination of the Project Documents or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of the Project Documents or such part thereof (as the case may be) at your own expense and without liability to the TPA Token Vendor and/or the Project Group.

Persons to whom copies of the Project Documents have been distributed, disseminated, or provided access to or who otherwise have the Project Documents in their possession, shall not circulate it to any other persons, reproduce or otherwise distribute the Project Documents or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

**No Offer of Investment or Registration.** TPA tokens are not intended to be and should not be construed to constitute shares or securities of any form, units in a business trust, units in a collective investment scheme or any other form of regulated investment or investment product in any jurisdiction. The Project Documents do not constitute prospectuses or offer documents of any sort and are not intended to and should not be construed to constitute an offer of shares or securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment, or a solicitation for any form of investment in any jurisdiction. No person is bound to enter into any contract or binding legal commitment in relation to the sale and purchase of the TPA tokens and no cryptocurrency (other than those provided for in the Project Documents) or other form of payment is to be accepted on the basis of the Project Documents.

THE TPA TGE (AS REFERRED TO IN THE PROJECT DOCUMENTS) IS INTENDED FOR, MADE TO OR DIRECTED AT ONLY PERSONS WHO ARE NOT EXCLUDED PERSONS. ACCORDINGLY, YOU ARE NOT ELIGIBLE AND YOU ARE NOT TO PURCHASE ANY TPA TOKENS IN THE TPA TGE IF YOU ARE AN EXCLUDED PERSON.

No regulatory authority has examined or approved of any of the information set out in the Project Documents. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of the Project Documents does not imply that the applicable laws, regulatory requirements or rules have been complied with.

**Risks and Uncertainties.** Prospective TPA Purchasers should carefully consider and evaluate all risks and uncertainties associated with the TPA Token Vendor, the Project Group, the TPA tokens, the Project, and the TPA TGE, and all information set out in the Project Documents and the TPA TGE Terms prior to any purchase of the TPA tokens. If any of such risks and uncertainties develop into actual events, the business, financial condition, results of operations and prospects of the Project, the TPA Token Vendor and/or the Project Group could be materially and adversely affected. In such cases, the value or the trading price of the TPA tokens may be indirectly impacted.

Please refer to the risks and warnings set out in the TPA TGE Terms before deciding to purchase TPA tokens. It should be noted the aforementioned list of risks and warnings is not exhaustive. Accordingly, prospective TPA Purchasers should not place undue reliance on these statements.