NEITHER THIS WARRANT NOR ANY SECURITIES FOR WHICH THIS WARRANT MAY BE EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“**SECURITIES ACT**”), AND STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO A QUALIFIED OFFERING STATEMENT PURSUANT TO REGULATION A OF THE SECURITIES ACT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

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| --- |
| IMPORTANT NOTICE (*Delete This Box Before Signing*)  **Disclaimer**. This document should not be construed as legal, financial, tax, or investment advice for any particular facts or circumstances. This document is designed to be a starting point only and should be tailored to meet your specific requirements. Consult an attorney before entering into any binding legal obligations in connection with this document. The use of this document is further subject to our Terms of Use available here: <https://www.degoverned.com/terms>. |

**WARRANT TO PURCHASE TOKENS**

This Warrant to Purchase Tokens (“**Warrant**”) is entered into by and between [COMPANY], a company formed under the laws of Panama (“**Company**”), and [INVESTOR], a company formed under the laws of [INVESTOR’S JURISDICTION] (“**Holder**”) on or about [SIGNING DATE] (“**Effective Date**”). In consideration of payment of the purchase price (“**Purchase Price**”), Holder is entitled to purchase, at any time before the Expiration Date, an amount up to the Holder’s Portion from the Company, subject to the terms and conditions set forth in this Warrant.

| **KEY TERMS** | |
| --- | --- |
| **Purchase Price** | $1,000 |
| **Holder’s Portion** | Pro Rata Potion to Equity Token Allocation, which Equity Token Allocation must be no less than [35%] of the Total Network Tokens |
| **Lock-Up** | [One-year lock-up with a three-year monthly vesting] thereafter as defined in Section 7.1 |
| **Governing Law** | State of New York as defined in Section 8.2 |
| **Dispute Resolution** | AAA in New York as defined in Section 8.3 |

The above and other capitalized terms appearing in this Warrant are defined below.

# DEFINITIONS

“**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person, where “control” is defined as directly or indirectly possessing the power to direct or cause the direction of the management and policies of the Affiliate, whether through ownership of voting securities, by contract or otherwise.

“**Business Day**” means a weekday on which banks are open for general banking business in New York, NY.

“**Company**” includes, in addition to the Company identified in the opening paragraph of this Warrant, any corporation or other entity that succeeds to the Company’s obligations under this Warrant, whether by permitted assignment, merger, consolidation or otherwise.

“**Company Intellectual Property**” means all patents, patent applications, registered and unregistered trademarks, trademark applications, registered and unregistered service marks, service mark applications, trade names, copyrights, trade secrets, domain names, information and proprietary rights and processes, similar or other intellectual property rights, tangible embodiments of any of the foregoing, and in any and all such cases that are owned by the Company.

“**Deductible Tokens**” means the number of Tokens that the Company will deduct from the Holder’s Portion of Tokens if the Holder elects to net exercise this Warrant under Section 2.5 and equal to (a) the Warrant Exercise Price divided by (b) the fair market value of one Token, determined at the time of such net exercise; provided, that the Company will promptly respond in writing to an inquiry by the Holder as to the then current fair market value of one Token. The fair market value of one Token shall be determined by the Company’s Board of Directors in good faith.

“**Derivative Securities**” means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), common shares of the Company, including options and warrants (but excluding this and substantially similar Warrants).

“**Equity** **Token Allocation**” means the aggregate percentage of the Total Network Tokens to be allocated to the holders of the Company’s common and preferred stock on an as-converted basis, which will be decided by the Company’s Board of Directors in good faith before the Initial Token Launch, but in any event will not be less than [35%] of the Total Network Tokens.

“**Excluded Tokens**” means any Tokens that may be issued pursuant to staking, rewards, or inflationary or dilutive controls within the Platform as set forth in the governance terms of the Platform.

“**Expiration Date**” means the earlier of (a) 5:00 p.m. Eastern Time on the date that is 10 years following the Effective Date, or (b) the date when the Company or any applicable Token Issuer irrevocably and affirmatively, and acting in good faith, decides not to issue any Tokens.

“**Initial Token Launch**” means a bona fide transaction or series of transactions pursuant to which the Company or the Token Issuer issues the native Token of the Platform.

“**Holder’s Portion**” means, with respect to the Holder, a number of Tokens equal to the product of (a) the Holder’s Pro Rata Portion multiplied by (b) the Equity Token Allocation multiplied by (c) the Total Network Tokens.

“**Network Address**” means a cryptographic public address on a blockchain for receiving, storing, and disposing of funds in which a record of eligible assets can be held.

“**Parent**” means any entity (other than the Company) in an unbroken chain of entities ending with the Company, if each of the entities other than the Company owns securities possessing more than 50% of the total combined voting power of all classes of securities in one of the other entities in such chain.

“**Person**” means any individual, corporation, partnership, trust, limited liability company, association, or other entity.

“**Platform**” means a blockchain-based software, computing system network, or protocol developed by the Company or other Token Issuer and associated with the Company Intellectual Property that may involve a native cryptographic token to access certain functions (including governance functions) or services.

“**Pro Rata Portion**” means the proportion that is determined by (a) the number of the Company’s common shares held by the Holder or issuable to the Holder after giving effect to the conversion or exercise of any shares of preferred stock or Derivative Securities, on an as-converted and exercised basis, divided by (b) the total number of the then-outstanding common shares of the Company after giving effect to the conversion or exercise of all shares of preferred stock and all Derivative Securities then-outstanding into the common shares of the Company, including any common shares that are reserved and available for grant under any equity incentive or similar plan.

“**Subsidiary**” means any entity (other than the Company) in an unbroken chain of entities beginning with the Company, whereas each of the entities other than the last entity in the unbroken chain owns securities possessing 50.1% or more of the total combined voting power of all classes of securities in one of the other entities in such chain.

“**Token(s)**” means decentralized application assets, protocol tokens, blockchain-based assets, or other forms of digital assets associated with the Platform and created or issued by the Company or any other Token Issuer; provided, that Tokens shall not include any digital assets that may be implemented by holders of Tokens by governance proposal and votes, so long as any such tokens shall dilute all Tokens equally and shall be issued in accordance with the governance terms of the Platform and not in the Company or its Affiliates’ discretion, provided, further, that if any Token Issuer shall receive a disproportionate allocation of such tokens or if such tokens issued do not meet this exception, the tokens received shall be deemed to be Tokens as used herein. For the avoidance of doubt, Tokens shall exclude any Excluded Tokens.

“**Token Issuer**” means the Company, the Company’s present or future Parents, Subsidiaries, or Affiliates and their directors, officers, and employees acting in such capacity, and any foundation or similar entity that issues, distributes, creates, generates, mints or produces Tokens and is related to the Company, or its present or future Parents, Subsidiaries, or Affiliates with respect to software code developed by the Company or by any of the Company’s present or future Parents, Subsidiaries, and Affiliates.

“**Token Launch**” means the sale, grant, issuance, or distribution of any of the Total Network Tokens.

“**Total Network Tokens**” means the total number of Tokens ever to be issued, minted, generated, or created by the Token Issuer on the Platform, as will be determined by the Company’s Board of Directors before the Token Launch.

“**Warrant**” means this Warrant to Purchase Tokens and any warrant(s) delivered in substitution or exchange for this Warrant.

“**Warrant Exercise Price**” means (a) $1.00 (in the aggregate, to purchase that number of Tokens equal to the Holder’s Portion) for the initial exercise of the Warrant, and (b) $1.00 (in the aggregate, to purchase that number of Tokens equal to that portion of the Holder’s Portion remaining to be exercised) for each exercise of the Warrant thereafter.

# EXERCISE

## **Method of Exercise**. The Holder may exercise this Warrant, at any time or from time to time, on any Business Day on or after the Initial Token Launch and any further applicable Token Launch and before the Expiration Date, in respect of the Holder’s Portion. This Warrant may be exercised any number of times by the Holder, before the Expiration Date, to provide the Holder the opportunity to purchase up to the Holder’s Portion at each applicable Token Launch, less any Tokens purchased by the Holder pursuant to any prior exercise of this Warrant. This Warrant shall be exercised by submitting a copy of the exercise notice attached hereto as Exhibit 1, duly executed by the Holder, and by payment in a form specified in Section 2.2 of an amount equal to the Exercise Price or, if applicable, an election to net exercise this Warrant as provided in Section 2.5 for the number of Tokens to be acquired in connection with such exercise.

## **Form of Payment**. Payment for the Holder’s Portion upon each exercise may be made by (a) wire transfer of funds to the Company, (b) cancellation of indebtedness of the Company to the Holder, (c) by net exercise as provided in Section 2.5, or (d) any combination of the foregoing.

## **Delivery of Tokens**. In connection with each exercise pursuant to this Section 2, the Holder will provide the Company with a Network Address to allocate the Holder’s Tokens to upon such exercise (or otherwise upon the applicable date of delivery, as described herein), and the Token Issuer shall deliver, or cause to be delivered, such Tokens to such Network Address subject to Section 3.2.

## **Restrictions on Exercise**. This Warrant may not be exercised if the issuance of the Tokens upon such exercise would constitute a violation of any applicable federal or state laws or other regulations. As a condition to each exercise of this Warrant, the Holder shall execute a copy of the exercise notice attached hereto as Exhibit 1, confirming and acknowledging that the representations and warranties set forth in Section 6 of this Warrant as they apply to the Holder are true and complete as of the exercise date. If a legal counsel to the Company reasonably advises the Company that it is necessary or advisable for regulatory reasons, the Holder shall also be required to deliver, as a condition to exercise, an accredited investor verification letter from a qualified third party verifying that the Holder is an “accredited investor” within the meaning of Rule 501 of the Securities Act. In such case, the Company or the Token Issuer may delay the delivery of Tokens until the receipt of such verification letter via email.

## **Net Exercise Election**. Upon each exercise of this Warrant, the Holder may elect to make such exercise without the payment by the Holder of any additional consideration, by submitting a copy of the exercise notice attached hereto as Exhibit 1 with the net exercise election selected. In such case, the Company or the Token Issuer will deliver to the Holder the number of Tokens equal to the Holder’s Portion remaining to be exercised less the Deductible Tokens.

## **Automatic Exercise**. If the Holder has not elected to exercise this Warrant immediately prior to the Expiration Date and this Warrant may still be exercised at such time, then this Warrant shall automatically (without any action on the part of the Holder) be exercised pursuant to Section 2 effective immediately prior to the Expiration Date to the extent such exercise would result in the issuance of Tokens to the Holder. If this Warrant is automatically exercised, the Company shall notify the Holder of the automatic exercise as soon as reasonably practicable.

## **Make Whole**. The Company agrees that if at any time after the Initial Token Launch, the total number of units of the Total Network Tokens minted by the Company exceeds the total number of units of the Total Network Tokens authorized to be minted at the time of the Initial Token Launch, then the number of Tokens the Holder is entitled to purchase under this Warrant will be deemed increased by a proportionate amount (without any further action on the part of either party and for no additional payment).

# ISSUANCE OF TOKENS

## **Date of Issuance**. This Warrant shall be deemed to have been exercised with respect to the Holder immediately prior to the close of business on the date when it is exercised pursuant to the terms of Section 2 by the Holder. As soon as practicable on or after such date, and in any event within two Business Days following such date of exercise, the Token Issuer shall issue and deliver, or cause to be issued and delivered, to the Holder such Tokens. If the Holder does not choose an election to net exercise this Warrant as provided in Section 2.5, payment of the Warrant Exercise Price may be made after the notice of exercise, but not later than 10 Business Days, and the timing of such payment shall have no effect on the timing of exercise.

## **Holder’s Address**.Before issuing and delivering the Tokens to the Holder’s Network Address, the Token Issuer will send a test transaction of a very small amount. Once the Holder confirms receipt of the test transaction, the Token Issuer shall deliver, or cause to be delivered, such Tokens to the Holder’s Network Address. The Holder may update the Network Address by providing written notice in accordance with Section 8.5, provided that the Company need not consider such updated Network Address to be valid until the Company has confirmed receipt of such notice and has approved such updated Network Address.

## **Restrictions on Tokens**. Any Tokens issued under this Warrant will only be subject to such restrictions on transferability as set forth in this Warrant and as required by applicable laws and regulations.

## **Reservation of Tokens**. The Token Issuer shall reserve, or cause to be reserved, for the benefit of the Holder, and not distribute, sell or encumber, or cause to be not distributed, sold or encumbered, the maximum number of Tokens issuable under this Warrant to the Holder until this Warrant is fully exercised.

# EFFECT OF REORGANIZATION, CONSOLIDATION OR MERGER

## In case of (a) any recapitalization or reorganization of the Company, or (b) consolidation or merger of the Company into one or more other corporations or entities (each, a “**Reorganization Event**”), and if after such Reorganization Event, this Warrant is exercisable for Tokens of a corporation or entity other than the Company, then such corporation or entity shall duly execute and deliver to the Holder a supplement to this Warrant acknowledging such corporation’s or other entity’s obligations under this Warrant. In such case, the terms of this Warrant shall apply to Tokens receivable upon the exercise of this Warrant after the consummation of such Reorganization Event. The Company shall promptly give the Holder at least a 10 days’ prior written notice of each Reorganization Event.

# REPRESENTATIONS AND WARRANTIES OF THE COMPANY

## **Organization**. The Company is duly organized, formed, validly existing and in good standing under the laws of its jurisdiction of formation.

## **Authorization; Enforceability**. The execution, delivery and performance by the Company of this Warrant is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. The Company has full power and authority to enter into this Warrant. This Warrant constitutes a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application.

## **No Violation**. The Company is not in violation of (a) its governing documents, (b) any material statute, rule, or regulation applicable to the Company, or (c) any material debt or contract to which the Company is a party or by which it is bound. The performance and consummation of the transactions contemplated by this Warrant do not and will not (a) violate any material judgment, statute, rule, or regulation applicable to the Company or any of the Company’s governing documents; (b) result in the acceleration of any material debt or contract to which the Company is a party or by which it is bound; or (c) result in the creation or imposition of any lien on any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, and its business or operations.

## **No Consents**. No consents or approvals are required in connection with the performance of this Warrant, other than (a) the Company’s corporate approvals and (b) any qualifications or filings under applicable securities laws.

## **No Encumbrances**. Upon the sale and transfer of the Tokens and payment therefor, in accordance with the provisions of this Warrant, the Holder will acquire valid marketable title to the Tokens, free and clear of any pledge, lien, security interest, encumbrance, claim, or equitable interest other than as set forth in this Warrant.

# REPRESENTATIONS AND WARRANTIES OF THE HOLDER

## **Organization**. The Holder is duly organized, formed, validly existing and in good standing under the laws of its jurisdiction of formation.

## **Authorization; Enforceability**. The execution, delivery and performance by the Holder of this Warrant is within the power of the Holder and has been duly authorized by all necessary actions on the part of the Holder. The Holder has full power and authority to enter into this Warrant. This Warrant constitutes a legal, valid, and binding obligation of the Holder, enforceable against the Holder in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application.

## **Purchase Entirely for Own Account**. The Holder is acquiring this Warrant for investment for the Holder’s own account, not as a nominee or agent, and not with a view to the resale or distribution of the Holder’s Portion or any part thereof, and the Holder has no present intention of selling, granting any participation in, or otherwise distributing the Holder’s Portion or any part thereof, except for an ordinary market sale arising out of the Holder’s personal investment strategy. The Holder further represents that the Holder does not presently have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer, distribute, or grant participations to such Person or to any third Person, with respect to this Warrant, the Holder’s Portion, or any part hereof. The Holder has not been formed for the specific purpose of acquiring this Warrant.

## **Disclosure of Information**. The Holder has had an opportunity to discuss the Company’s business, management, financial affairs and the terms and conditions of the offering of this Warrant with the Company’s management.

## **Accredited Investor**. The Holder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

## **Securities**. The Holder has been advised that this Warrant and the underlying Tokens may be deemed securities and have not been registered under the Securities Act, or any state securities laws and, therefore, may not be able to be resold unless they are registered pursuant to the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Holder has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of such investment, able to incur a complete loss of such investment without impairing the Holder’s financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Holder understands and expressly accepts that the Tokens, if any, will involve risks, all of which the Holder will fully and completely assume as a condition to receipt of this Warrant and any future Tokens, including, but not limited to, the risk that (a) the technology associated with any Platform will not function as intended; (b) the Platform may not be completed; (c) the Platform will fail to attract sufficient interest from key stakeholders, and (d) the Company may be subject to investigation and punitive actions from governmental authorities.

## **Taxes**. The Holder bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Warrant, and any future acquisition, ownership, use, sale, or other disposition of Tokens held by the Holder upon exercise hereof. It is the Holder’s own responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities.

# COVENANTS

## **Lock-Up Agreement**. The Holder hereby agrees that, without the prior written consent of the Company, the Holder will not (a) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, this instrument or any Locked Tokens, as defined below; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of this instrument or any Locked Tokens; provided, however, that Holder may stake, vote or otherwise participate in the Platform with respect to all of its Locked Tokens. For purposes of this Warrant, “**Locked Tokens**” means (i) prior to the twelve-month anniversary of the Initial Token Launch, 100% of the Tokens; and (ii) thereafter, [on each monthly anniversary of the date of the Initial Token Launch, that percentage of the Tokens equal to the immediately preceding percentage of the Locked Tokens less 2.778% such that none of the Holder’s Tokens shall be deemed Locked Tokens on the date that is 48 months after the date of the Initial Token Launch].

## **No Requirement**. Nothing in this Warrant shall require the Company or any person to mint, generate, or create a token or launch a Platform. The Company does not make any promises as to the timing, value, or creation of any future Tokens or Platform.

# GENERAL PROVISIONS

## **Transfer**. Neither this Warrant nor any rights hereunder may be assigned, conveyed or transferred by the Company, in whole or in part, without the Holder’s prior written consent. The Warrant and any rights hereunder may be assigned, conveyed or transferred by the Holder, in whole or in part, only to an Affiliate of the Holder (without the Company’s prior written consent), or otherwise subject to the prior written consent of the Company. The rights and obligations of the Company and the Holder under this Warrant shall be binding upon and benefit their respective permitted successors, assigns, heirs, administrators, and transferees.

## **Governing Law**. This Warrant shall be governed by and construed under the laws of the State of New York, without regard to the conflicts of law provisions of such jurisdiction.

## **Dispute Resolution**. Any dispute, claim or controversy arising out of or relating to this Warrant, including but not limited to a claim or controversy regarding the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined and resolved by arbitration in New York, New York before an arbitrator chosen by mutual consent of the parties. The arbitration shall be administered by American Arbitration Association under its rules and procedures. This Section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Warrant, the arbitrator shall award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration.

## **Headings**. The headings and captions used in this Warrant are used only for convenience and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to Sections and Exhibits shall, unless otherwise provided, refer to sections and exhibits of this Warrant, all of which exhibits are incorporated herein by this reference.

## **Notices**. Unless otherwise provided herein, any notice required or permitted under this Warrant shall be given in writing and shall be deemed effectively given (a) at the time of personal delivery, if delivery is in person, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient’s next business day, (c) one Business Day after deposit with an express overnight courier for United States deliveries, or three Business Days after deposit with an international express overnight air courier for deliveries outside of the United States, in each case with proof of delivery from the courier requested, or (d) four Business Days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries, when addressed to the party to be notified at the address indicated for such party on the signature page hereto, or at such other address as any party hereto may designate by giving 10 days’ advance written notice to all other parties in accordance with the provisions of Section 8.5.

## **Amendment; Waiver**. This Warrant may be amended, and provisions may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holder.

## **Severability**. If one or more provisions of this Warrant are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Warrant to the extent they are unenforceable, and the remainder of this Warrant shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

## **Entire Agreement**. This Warrant, the documents referred to in this Warrant and all attachments, together with all the exhibits and schedules, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Warrant and supersedes any and all prior negotiations, correspondence, warrants, agreements, understandings duties or obligations between the parties with respect to the subject matter of this Warrant.

## **Further Assurances**. At any time or from time to time after the date hereof, the Company shall cooperate with the Holder, and at the request of the Holder, shall execute and deliver any further instruments or documents and take such further actions arising from the Holder’s reasonable request in order to carry out the intent of this Warrant.

## **Confidentiality**. The Company agrees to keep the terms of this Warrant strictly confidential and shall be used by the Company solely and exclusively for its benefit. Notwithstanding the foregoing, nothing herein shall prohibit disclosure of any information by the Company to (a) the Company’s shareholders, directors, officers, employees, financial advisors, counsel, accountants, and other agents of the Company on a need-to-know basis, (b) a third party pursuant to bona fide discussions for the purchase of equity or other interests in the Company (a “**Potential Investor**”) or to the representatives of such Potential Investor, or (c) a third party pursuant to bona fide discussions for the purchase or sale of the Company (a “**Potential Acquiror**”) or to the representatives of such Potential Acquiror; provided that such Potential Investor or Potential Acquiror agrees to be bound by the confidentiality terms set forth herein.

## **Delays or Omissions**. No delay or omission to exercise any right, power, or remedy accruing to any party under this Warrant, upon any breach or default of any other party under this Warrant, shall impair any such right, power, or remedy of such non-breaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Warrant or by law or otherwise afforded to any party, shall be cumulative and not alternative.

## **Survival**. The representations and warranties of the parties in, and the other provisions of, this Warrant shall survive the execution, delivery expiration or termination of this Warrant.

## **Counterparts**. This Warrant may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page Follows*]

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have executed this Warrant as of the Effective Date.

|  |  |
| --- | --- |
| **COMPANY** | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **HOLDER** | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT 1 EXERCISE NOTICE**

TO: [INSERT]  
FROM: [INSERT]   
RE: Token Warrant Exercise  
DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We refer to the Warrant to Purchase Tokens of the Company issued on the Effective Date (“**Warrant**”). All terms used but not defined herein have the meanings given to them in the Warrant.

We would like to exercise our Warrant in the following manner:

* Cash Exercise. The undersigned Holder hereby elects to purchase the Holder’s Portion of the Tokens (“**Warrant Tokens**”), pursuant to the terms of the attached Warrant, and tenders herewith payment of the Warrant Exercise Price in full.
* Net Exercise Election. The undersigned Holder elects to convert the Warrant into Tokens by net exercise election pursuant to Section 2.5 of the Warrant.

In exercising the Warrant, the undersigned Holder hereby confirms and acknowledges that the representations and warranties set forth in the Warrant as they apply to the undersigned Holder are true and complete in all material respects as of the date on which the Holder exercises the Warrant. Please (i) issue and deliver the Warrant Tokens to the Holder at the Network Address set forth below and (ii) deliver to the Holder evidence that the Warrant Tokens have been registered in Holder’s name and allocated to the Holder using the Network Address set forth below.

|  |  |
| --- | --- |
| **HOLDER** | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Network Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |