

By entering your information on the MultiChain Index website or engaging in any transactions involving MCI tokens, you are acknowledging and agreeing that these actions constitute a formal acceptance equivalent to signing the Token Purchase Agreement. This serves as confirmation of your participation in the MCI token purchase, signifying your comprehensive understanding and acceptance of all terms detailed in the Token Purchase Agreement.

**UPON CONNECTING YOUR WALLET TO THE PLATFORM AND CLICKING THE "BUY" BUTTON, YOU AGREE TO THE TERMS OF THE TOKEN PURCHASE AGREEMENT, YOU CONFIRM YOUR STATUS AS AN ACCREDITED INVESTOR, AND SOLELY BEAR RESPONSIBILITY FOR VERIFYING YOUR RIGHTS TO ACQUIRE THE SAID ASSET IN ACCORDANCE WITH THE LAWS OF YOUR JURISDICTION REGARDING ASSET ACQUISITIONS.**

**Important Information:**

**Consultation with Legal and Financial Advisors:** Any inquiries related to personal risks, tax obligations, legal considerations, permitted jurisdictions, and other aspects of your financial affairs require professional consultation. The Company strongly recommends that you seek advice from legal and financial advisors to ensure the correctness of your decisions. The responsibility for such consultations lies with you, not the Company.

**Contacting the Team:** For any inquiries not related to personal financial risks, we strive to stay in touch with you. We are ready to answer your questions and provide necessary information. To reach us regarding product-related matters, the website, and other topics, please feel free to email us at [multichainindex@gmail.com](mailto:multichainindex@gmail.com). We assure you of a prompt response to your queries. Your feedback is crucial to us, and we encourage open dialogue to enhance your experience with the MultiChain Index (MCI) token.

THIS TOKEN PURCHASE AGREEMENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION. THIS AGREEMENT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT (I) AS PERMITTED HEREUNDER, AND (II) UNDER APPLICABLE LAW PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. NEW OR CHANGING LAWS AND REGULATIONS OR INTERPRETATIONS OF EXISTING LAWS AND REGULATIONS, IN THE MARSHALL ISLANDS AND IN OTHER JURISDICTIONS, MAY MATERIALLY AND ADVERSELY IMPACT THE VIABILITY OF THE TOKENS, THE VALUE OF THE TOKENS, THE LIQUIDITY OF THE TOKENS AND THE STRUCTURE, RIGHTS AND TRANSFERABILITY OF THE TOKENS. RESALE OF THIS TOKENS TO THIRD PARTIES IS PROHIBITED.

**NOTICE TO RESIDENTS OF THE MARSHALL ISLANDS**

THE ISSUANCE, SALE, EXCHANGE OR TRANSFER OF THIS TOKEN HAS NOT BEEN REGISTERED UNDER THE REPUBLIC OF THE MARSHALL ISLANDS SECURITIES AND INVESTMENT ACT. THIS TOKEN MAY NOT BE OFFERED, ISSUED, SOLD, EXCHANGED OR TRANSFERRED IN THE REPUBLIC OF THE MARSHALL ISLANDS UNLESS AND UNTIL SUCH SECURITY HAS BEEN REGISTERED WITH THE REGISTRAR OF CORPORATIONS OF THE REPUBLIC OF THE MARSHALL ISLANDS AND APPROVAL OF THE REGISTERED SECURITY HAS BEEN GRANTED BY THE CABINET OF THE REPUBLIC OF THE MARSHALL ISLANDS.

**NOTICE TO RESIDENTS OF THE UNITED STATES U.S.**

PERSONS ARE PROHIBITED FROM ENTERING INTO THIS AGREEMENT. THIS AGREEMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT, NON-U.S. PERSONS. THE OFFER AND SALE OF THIS AGREEMENT HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THIS AGREEMENT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

**NOTICE TO RESIDENTS OF CANADA**

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS ASSET MUST NOT TRADE THE ASSET BEFORE THE DATE THAT THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

**NOTICE TO RESIDENTS OF CHINA**

THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE'S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE'S REPUBLIC OF CHINA.

**NOTICE TO RESIDENTS OF HONG KONG**

THE CONTENTS OF THIS DOCUMENT HAVE NOT BEEN REVIEWED OR APPROVED BY ANY REGULATORY AUTHORITY IN HONG KONG. YOU ARE ADVISED TO EXERCISE CAUTION IN RELATION TO THIS OFFER. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR INVITATION TO THE PUBLIC IN HONG KONG TO ACQUIRE THE TOKENS BEING OFFERED HEREIN. ACCORDINGLY, UNLESS PERMITTED BY THE LAWS OF HONG KONG, NO PERSON MAY ISSUE OR HAVE IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, THIS DOCUMENT RELATING TO THE

TOKENS BEING OFFERED, WHETHER IN HONG KONG OR ELSEWHERE, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG OTHER THAN IN CIRCUMSTANCES WHICH DO NOT RESULT IN THIS DOCUMENT CONSTITUTING A “PROSPECTUS” AS DEFINED IN THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE OF HONG KONG (CAP. 32 OF THE LAWS OF HONG KONG) (THE “C(WUMP)O”) OR WHICH DO NOT CONSTITUTE AN OFFER OR AN INVITATION TO THE PUBLIC FOR THE PURPOSES OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571 OF THE LAWS OF HONG KONG) OR THE C(WUMP)O. THE OFFER OF THE TOKENS IS PERSONAL TO THE PERSON TO WHOM THIS DOCUMENT HAS BEEN DELIVERED, AND THE TOKENS WILL ONLY BE ACCEPTED BY SUCH PERSON. NO PERSON TO WHOM A COPY OF THIS DOCUMENT IS ISSUED MAY ISSUE, CIRCULATE OR DISTRIBUTE THIS DOCUMENT IN HONG

#### **NOTICE TO RESIDENTS OF SOUTH KOREA**

THIS SAFT AND ANY DOCUMENTS USED IN CONNECTION THEREWITH ARE NOT, AND UNDER NO CIRCUMSTANCES MAY BE CONSTRUED AS, A PUBLIC OFFERING OF ASSETS IN SOUTH KOREA. NEITHER THE COMPANY NOR ANY PLACEMENT AGENT MAY MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY PERSON TO ACQUIRE THE RIGHTS UNDER THIS SAFT UNDER THE LAWS OF SOUTH KOREA, INCLUDING, WITHOUT LIMITATION, INDIRECT INVESTMENT ASSET MANAGEMENT BUSINESS LAW, THE SECURITIES AND EXCHANGE ACT AND THE FOREIGN EXCHANGE TRANSACTION ACT, FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT, AND REGULATIONS THEREUNDER. THIS SAFT HAS NOT BEEN REGISTERED UNDER THE SECURITIES AND EXCHANGE ACT, SECURITIES INVESTMENT TRUST BUSINESS ACT OR THE SECURITIES INVESTMENT COMPANY ACT OF SOUTH KOREA AND THE RIGHT GRANTED UNDER THE SAFT MAY NOT BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR REOFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO ANY RESIDENT OF SOUTH KOREA, EXCEPT PURSUANT TO THE APPLICABLE LAWS AND REGULATIONS OF SOUTH KOREA.

#### **NOTICE TO RESIDENTS OF JAPAN**

THIS ASSET IS NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN JAPAN.

#### **NOTICE TO RESIDENTS OF AUSTRALIA**

THIS DOCUMENT IS NOT A “PRODUCT DISCLOSURE STATEMENT” OR “DISCLOSURE DOCUMENT” FOR THE PURPOSES OF THE AUSTRALIAN CORPORATIONS ACT 2001 (CTH) (“CORPORATIONS ACT”) AND IS NOT REQUIRED TO BE LODGED WITH THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION. THIS OFFER IS MADE IN CIRCUMSTANCES THAT WOULD NOT REQUIRE DISCLOSURE UNDER CHAPTER 6D OR CHAPTER 7 OF THE CORPORATIONS ACT. THIS DOCUMENT IS NOT REQUIRED TO, AND DOES NOT, CONTAIN ALL THE INFORMATION WHICH WOULD BE REQUIRED IN A DISCLOSURE DOCUMENT OR PRODUCT DISCLOSURE STATEMENT, OR ALL THE

INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE OR SHOULD OBTAIN IN ORDER TO MAKE AN INFORMED INVESTMENT DECISION. BY ACCEPTING RECEIPT OF THIS DOCUMENT, YOU REPRESENT AND WARRANT THAT YOU ARE A “SOPHISTICATED INVESTOR” AS DEFINED UNDER SECTION 708(8) OF THE CORPORATIONS ACT OR A “PROFESSIONAL INVESTOR” UNDER SECTION 708(11) OF THE CORPORATIONS ACT AND A “WHOLESALE CLIENT” UNDER SECTION 761G OF THE CORPORATIONS ACT. THE ISSUER OF THIS DOCUMENT IS NOT REGISTERED AS A MANAGED INVESTMENT SCHEME UNDER THE CORPORATIONS ACT.

#### **NOTICE TO RESIDENTS OF NEW ZEALAND**

WITHOUT LIMITATION, NO PERSON MAY (DIRECTLY OR INDIRECTLY) OFFER FOR SUBSCRIPTION OR PURCHASE OR ISSUE INVITATIONS TO SUBSCRIBE FOR OR BUY, OR SELL OR TRANSFER THIS DOCUMENT OR THE TOKENS, OR DISTRIBUTE ANY PRODUCT DISCLOSURE STATEMENT OR ANY OTHER ADVERTISEMENT OR OFFERING MATERIAL RELATING TO THIS DOCUMENT OR THE TOKENS IN NEW ZEALAND, OR TO ANY RESIDENT OF NEW ZEALAND, EXCEPT THAT THIS DOCUMENT AND THE TOKENS MAY BE OFFERED, SOLD OR TRANSFERRED TO A “WHOLESALE INVESTOR” AS THAT TERM IS DEFINED IN CLAUSES 3(2)(A), (C) OR (D) OF SCHEDULE 1 TO THE FMC ACT, BEING A PERSON WHO IS: (A) AN “INVESTMENT BUSINESS”; (B) “LARGE”; OR (C) A “GOVERNMENT AGENCY”, IN EACH CASE AS DEFINED IN SCHEDULE 1 TO THE FMC ACT. BY ACCEPTING RECEIPT OF THIS DOCUMENT OR ANY TOKENS, YOU REPRESENT AND WARRANT THAT YOU ARE A WHOLESALE INVESTOR.

#### **NOTICE TO RESIDENTS OF THE UNITED KINGDOM**

THE ONLY CATEGORIES OF PERSON IN THE UNITED KINGDOM TO WHOM THE SAFT OR THE TOKENS MAY BE DISTRIBUTED ARE THOSE PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN THE DEFINITION OF INVESTMENT PROFESSIONALS (AS DEFINED IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (AS AMENDED, THE “FINANCIAL PROMOTION ORDER”)), (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) (“HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS ETC”) OF THE FINANCIAL PROMOTION ORDER, OR (III) ARE PERSONS TO WHOM AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (“FSMA”)) AS AMENDED IN CONNECTION WITH THE ISSUE OR SALE OF ANY SECURITIES MAY OTHERWISE LAWFULLY BE COMMUNICATED OR CAUSED TO BE COMMUNICATED (ALL SUCH PERSONS IN (I)-(III) ABOVE TOGETHER BEING REFERRED TO AS “RELEVANT PERSONS”). THIS SAFT OR TOKENS ARE DIRECTED ONLY AT RELEVANT PERSONS AND MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS SAFT OR TOKENS RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS SAFT MAY ONLY BE PROVIDED TO PERSONS IN THE UNITED KINGDOM IN CIRCUMSTANCES WHERE SECTION 21(1) OF FSMA DOES NOT APPLY TO THE ISSUER.

## **NOTICE TO PROSPECTIVE PURCHASERS IN THE EUROPEAN ECONOMIC AREA**

IN RELATION TO EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (EACH A "MEMBER STATE"), WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE, THE COMPANY HAS REPRESENTED AND AGREED THAT WITH EFFECT FROM AND INCLUDING THE DATE ON WHICH THE PROSPECTUS DIRECTIVE IS IMPLEMENTED IN THAT MEMBER STATE IT HAS NOT MADE AND WILL NOT MAKE AN OFFER OF THE SECURITIES TO THE PUBLIC IN A MEMBER STATE, EXCEPT THAT IT MAY, WITH EFFECT FROM AND INCLUDING SUCH DATE, MAKE AN OFFER OF SECURITIES IN A MEMBER STATE AT ANY TIME UNDER THE FOLLOWING EXEMPTIONS AS PROVIDED BY THE PROSPECTUS DIRECTIVE:(A) TO LEGAL ENTITIES WHICH ARE QUALIFIED INVESTORS, AS DEFINED IN THE PROSPECTUS DIRECTIVE;(B) TO FEWER THAN 150 NATURAL OR LEGAL PERSONS (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), AS PERMITTED UNDER THE PROSPECTIVE DIRECTIVE;(C) IN ANY OTHER CIRCUMSTANCES FALLING WITHIN THE SCOPE OF ARTICLE 3(2) OF THE PROSPECTUS DIRECTIVE. FOR THE PURPOSES OF THE ABOVE, (I) THE EXPRESSION AN "OFFER OF THE SECURITIES TO THE PUBLIC" IN RELATION TO ANY SECURITIES IN ANY MEMBER STATE MEANS THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFERING AND THE SECURITIES TO BE OFFERED SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE OR SUBSCRIBE THE SECURITIES, AS THE SAME MAY BE VARIED IN THAT MEMBER STATE BY ANY MEASURE IMPLEMENTING THE PROSPECTUS DIRECTIVE IN THAT MEMBER STATE AND (II) THE EXPRESSION "PROSPECTUS DIRECTIVE" MEANS DIRECTIVE 2003/71/EC (AND AMENDMENTS THERETO, INCLUDING DIRECTIVE 2010/73/EU), AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN EACH MEMBER STATE

## **NOTICE TO RESIDENTS OF SWITZERLAND**

THIS TOKEN PURCHASE AGREEMENT AND THE TOKENS MAY NOT BE PUBLICLY OFFERED IN SWITZERLAND AND WILL NOT BE LISTED ON THE SIX SWISS EXCHANGE ("SIX") OR ON ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. THIS TOKEN PURCHASE AGREEMENT AND ANY RELATED DOCUMENTS HAS BEEN PREPARED WITHOUT REGARD TO THE DISCLOSURE STANDARDS FOR ISSUANCE PROSPECTUSES UNDER ART. 652A OR ART. 1156 OF THE SWISS CODE OF OBLIGATIONS OR THE DISCLOSURE STANDARDS FOR LISTING PROSPECTUSES UNDER ART. 27 FF. OF THE SIX LISTING RULES OR THE LISTING RULES OF ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. NEITHER THIS TOKEN PURCHASE AGREEMENT NOR ANY RELATED MARKETING MATERIAL MAY BE PUBLICLY DISTRIBUTED OR OTHERWISE MADE PUBLICLY AVAILABLE IN SWITZERLAND. THIS TOKEN PURCHASE AGREEMENT AND ANY RELATED MARKETING MATERIALS HAVE NOT BEEN AND WILL NOT BE FILED WITH OR APPROVED BY ANY SWISS REGULATORY AUTHORITY, PARTICULARLY INCLUDING THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY ("FINMA"), AND IT HAS NOT BEEN AUTHORISED UNDER THE SWISS FEDERAL ACT ON COLLECTIVE INVESTMENT SCHEMES ("CISA").

THE INVESTOR PROTECTION AFFORDED TO ACQUIRERS OF INTERESTS IN COLLECTIVE INVESTMENT SCHEMES UNDER THE CISA DOES NOT EXTEND TO ACQUIRERS THIS TOKEN PURCHASE AGREEMENT.

**NOTICE TO RESIDENTS OF ISRAEL**

THIS DOCUMENT DOES NOT CONSTITUTE A PROSPECTUS UNDER THE ISRAELI SECURITIES LAW OF 1968 (THE "ISRAELI SECURITIES LAW"), AND HAS NOT BEEN REVIEWED, FILED WITH OR APPROVED BY THE ISRAELI SECURITIES AUTHORITY OR ANY OTHER ISRAELI GOVERNMENT OR REGULATORY BODY. THIS DOCUMENT, ANY INVESTMENT ACTIVITY TO WHICH IT RELATES AND ANY OFFERING OF THE TOKENS IN ISRAEL IS AND WILL BE EXCLUSIVELY DISTRIBUTED OR MADE TO, AND DIRECTED AT, QUALIFIED INVESTORS, AS DEFINED IN SCHEDULE 1 OF THE ISRAELI SECURITIES LAW. PERSONS WHO ARE NOT QUALIFIED INVESTORS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT.

**NOTICE TO RESIDENTS OF THE UNITED ARAB EMIRATES INCLUDING ITS FREE ZONES.**

THIS DOCUMENT IS STRICTLY PRIVATE AND CONFIDENTIAL AND IS BEING DISTRIBUTED TO A LIMITED NUMBER OF PARTICIPANTS AND MUST NOT BE PROVIDED TO ANY PERSON OTHER THAN THE ORIGINAL RECIPIENT. IT MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. THIS DOCUMENT IS INTENDED FOR PARTICIPANTS WHO HAVE AN UNDERSTANDING OF THE CONTENT HEREOF AND OF CRYPTOCURRENCIES OR PROFESSIONAL EXPERIENCE IN SUCH PURCHASE. THE CONTENTS OF THIS DOCUMENT HAVE NOT BEEN REVIEWED OR APPROVED BY ANY UNITED ARAB EMIRATES AUTHORITIES. IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. BY RECEIVING THIS DOCUMENT, THE PERSON OR ENTITY TO WHOM IT HAS BEEN ISSUED UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THIS DOCUMENT AND THE TOKENS REFERRED TO HEREIN HAVE NOT BEEN APPROVED OR REGULATED BY THE UAE CENTRAL BANK, THE EMIRATES SECURITIES & COMMODITIES AUTHORITY, THE UAE MINISTRY OF ECONOMY, THE DUBAI FINANCIAL SERVICES AUTHORITY, THE ABU DHABI GLOBAL MARKET AUTHORITY OR ANY OTHER AUTHORITIES IN THE UNITED ARAB EMIRATES, NOR HAS THE ISSUER OR THE PARENT RECEIVED AUTHORISATION OR LICENSING FROM THE UAE CENTRAL BANK, THE EMIRATES SECURITIES & COMMODITIES AUTHORITY, THE UAE MINISTRY OF ECONOMY, THE DUBAI FINANCIAL SERVICES AUTHORITY, THE ABU DHABI GLOBAL MARKET AUTHORITY OR ANY OTHER AUTHORITIES IN THE UNITED ARAB EMIRATES TO MARKET OR SELL SECURITIES WITHIN THE UNITED ARAB EMIRATES INCLUDING ITS FREE ZONES. NO MARKETING OF ANY FINANCIAL PRODUCTS OR SERVICES HAS BEEN OR WILL BE MADE FROM WITHIN THE UNITED ARAB EMIRATES INCLUDING ITS FREE ZONES, AND NO SUBSCRIPTION TO ANY SECURITIES, PRODUCTS OR FINANCIAL SERVICES MAY OR WILL BE CONSUMMATED WITHIN THE UNITED ARAB EMIRATES INCLUDING ITS FREE ZONES. NO INTERESTS IN THE TOKENS REFERRED TO IN THIS DOCUMENT MAY BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY TO THE PUBLIC IN THE UNITED ARAB EMIRATES INCLUDING ITS FREE ZONES. THIS DOCUMENT DOES

NOT CONSTITUTE A PUBLIC OFFER OF FINANCIAL PRODUCTS IN THE UNITED ARAB EMIRATES INCLUDING ITS FREE ZONES OR AN OFFER OF FINANCIAL PRODUCTS TO ANY PARTY OTHER THAN THE PURCHASER.

**NOTICE TO RESIDENTS OF SERBIA**

INFORMATION CONTAINED HEREIN IS NOT AN OFFER, OR AN INVITATION TO MAKE OFFERS, TO SELL, PURCHASE, EXCHANGE OR OTHERWISE TRANSFER TOKENS, SECURITIES OR FOREIGN FINANCIAL INSTRUMENTS IN THE REPUBLIC OF SERBIA TO OR FOR THE BENEFIT OF ANY SERBIAN PERSON OR ENTITY AND DOES NOT FALL UNDER THE APPLICATION OF THE CAPITAL MARKET LAW OF THE REPUBLIC OF SERBIA.

**NOTICE TO THE RESIDENTS OF THE RUSSIAN FEDERATION**

THIS TOKEN PURCHASE AGREEMENT AND ANY RELATED DOCUMENTS ARE NOT AN OFFER, OR AN INVITATION TO MAKE OFFERS, TO SELL, PURCHASE, EXCHANGE OR OTHERWISE TRANSFER SECURITIES OR FOREIGN FINANCIAL INSTRUMENTS TO OR FOR THE BENEFIT OF ANY PERSON OR ENTITY RESIDENT, INCORPORATED, ESTABLISHED OR HAVING THEIR USUAL RESIDENCE IN THE RUSSIAN FEDERATION, EXCEPT “QUALIFIED INVESTORS” (AS DEFINED UNDER RUSSIAN SECURITIES LAWS) TO THE EXTENT PERMITTED UNDER RUSSIAN SECURITIES LAWS. THIS TOKEN PURCHASE AGREEMENT AND ANY DOCUMENTS USED IN CONNECTION THEREWITH ARE NOT AN ADVERTISEMENT IN CONNECTION WITH THE “PLACEMENT” OR A “PUBLIC CIRCULATION” (AS BOTH TERMS ARE DEFINED UNDER RUSSIAN SECURITIES LAW) OF ANY SECURITIES, AND THE TOKEN PURCHASE AGREEMENT ARE NOT INTENDED FOR “PLACEMENT” OR “PUBLIC CIRCULATION” IN THE RUSSIAN FEDERATION, IN EACH CASE UNLESS OTHERWISE PERMITTED UNDER RUSSIAN SECURITIES LAWS. NEITHER THE TOKEN PURCHASE AGREEMENT NOR A PROSPECTUS RELATING TOKENS HAS BEEN OR WILL BE REGISTERED WITH THE CENTRAL BANK OF THE RUSSIAN FEDERATION.

**NOTICE TO RESIDENTS OF CUBA, IRAN, NORTH KOREA, SYRIA AND THE CRIMEA REGION**

THIS ASSET IS NOT BEING OFFERED OR DISTRIBUTED TO ANY RESIDENT OF OR ANY PERSON LOCATED OR DOMICILED IN CUBA, IRAN, NORTH KOREA, SYRIA, THE CRIMEA REGION OR ANY OTHER COUNTRY OR TERRITORY THAT IS SUBJECT OF COUNTRY-WIDE OR TERRITORY-WIDE SANCTIONS.

**NOTICE TO RESIDENTS OF SINGAPORE**

THE OFFER OR SALE OF THE TOKENS DOES NOT RELATE TO A COLLECTIVE INVESTMENT SCHEME WHICH IS AUTHORISED UNDER SECTION 286 OF THE SFA (AS DEFINED BELOW) OR RECOGNIZED UNDER SECTION 287 OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE (THE “SFA”). THIS DOCUMENT IS NOT AND HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE AND, ACCORDINGLY, STATUTORY LIABILITY UNDER THE

SFA IN RELATION TO THE CONTENT OF PROSPECTUSES DOES NOT APPLY, AND YOU SHOULD EXERCISE CAUTION IN RELATION TO THE OFFER AND CONSIDER CAREFULLY WHETHER THE SUBSCRIPTION FOR THE TOKENS IS SUITABLE FOR YOU. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE. THIS DOCUMENT AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF THE TOKENS MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY SUBSCRIPTIONS FOR THE TOKENS BE OFFERED OR SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN TO (I) AN INSTITUTIONAL INVESTOR AND/OR (II) AN ACCREDITED INVESTOR, AS SUCH TERMS ARE DEFINED IN THE SFA.

#### **NOTICE TO RESIDENTS OF MALAYSIA**

NOTHING IN THIS DOCUMENT CONSTITUTES THE MAKING AVAILABLE, OR OFFER FOR SUBSCRIPTION OR PURCHASE, OR INVITATION TO SUBSCRIBE FOR OR PURCHASE, OR SALE, OF (I) ANY CAPITAL MARKET PRODUCTS UNDER THE CAPITAL MARKETS AND SERVICES ACT 2007 (THE "CMSA"); OR (II) ANY INTEREST UNDER THE INTEREST SCHEMES ACT 2016 (THE "ISA"). NO APPROVAL, RECOGNITION, AUTHORISATION OR REGISTRATION BY THE SECURITIES COMMISSION MALAYSIA (THE "SC") OR REGISTRAR OF COMPANIES (THE "ROC") HAS BEEN OR WILL BE OBTAINED FOR THE MAKING AVAILABLE, OFFER FOR SUBSCRIPTION OR PURCHASE, OR INVITATION TO SUBSCRIBE FOR OR PURCHASE, OR SALE, OF THIS SECURITY TO ANY PERSONS IN MALAYSIA. NEITHER THIS DOCUMENT NOR ANY DISCLOSURE DOCUMENT HAS BEEN OR WILL BE REGISTERED OR DEPOSITED WITH THE SC OR THE ROC, ON THE BASIS THAT THE TOKENS AND THIS SECURITY ARE NEITHER CAPITAL MARKET PRODUCTS UNDER THE CMSA NOR INTERESTS UNDER THE ISA. IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

#### **NOTICE TO RESIDENTS OF KAZAKHSTAN**

IN THE REPUBLIC OF KAZAKHSTAN THIS DOCUMENT IS DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT, THE "QUALIFIED INVESTORS" (AS THIS TERM IS DEFINED UNDER KAZAKHSTAN LAW ON SECURITIES MARKETS). THE INFORMATION CONTAINED HEREIN IS NOT AN OFFER, OR AN INVITATION TO MAKE OFFERS, TO SELL, PURCHASE, ENCUMBER, EXCHANGE OR OTHERWISE TRANSFER SECURITIES OR FOREIGN FINANCIAL INSTRUMENTS IN THE REPUBLIC OF KAZAKHSTAN TO OR FOR THE BENEFIT OF ANY KAZAKHSTAN NATURAL OR LEGAL PERSON, EXCEPT FOR THE QUALIFIED INVESTORS TO THE EXTENT PERMITTED UNDER KAZAKHSTAN LEGISLATION. THIS DOCUMENT DOES NOT CONSTITUTE A "PROSPECTUS" (AS DEFINED UNDER KAZAKHSTAN LAW ON SECURITIES MARKETS), AND IS NOT AN ADVERTISEMENT IN CONNECTION WITH THE "PLACEMENT" OR "PUBLIC CIRCULATION" OF ANY SECURITIES, AND ANY FINANCIAL INSTRUMENTS DESCRIBED HEREIN ARE NOT INTENDED FOR "PLACEMENT" OR "PUBLIC CIRCULATION" IN THE REPUBLIC OF



KAZAKHSTAN. NEITHER ANY FINANCIAL INSTRUMENTS DESCRIBED HEREIN NOR THIS DOCUMENT RELATING TO SUCH FINANCIAL INSTRUMENTS HAS BEEN OR WILL BE FILED, APPROVED AND REGISTERED WITH THE NATIONAL BANK OF THE REPUBLIC OF KAZAKHSTAN.

**NOTICE TO RESIDENTS OF PANAMA**

THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE SUPERINTENDENCY OF CAPITAL MARKETS OF THE REPUBLIC OF PANAMA UNDER DECREE LAW N°1 OF JULY 8, 1999 (THE “PANAMANIAN SECURITIES ACT”) AND MAY NOT BE PUBLICLY OFFERED OR SOLD WITHIN PANAMA, EXCEPT IN CERTAIN LIMITED TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE PANAMANIAN SECURITIES ACT. THIS TOKEN DOES NOT BENEFIT FROM THE TAX INCENTIVES PROVIDED BY THE PANAMANIAN SECURITIES ACT AND IS NOT SUBJECT TO REGULATION OR SUPERVISION BY THE SUPERINTENDENCY OF CAPITAL MARKETS OF THE REPUBLIC OF PANAMA.

**NOTICE TO RESIDENTS OF EGYPT**

IT IS POSSIBLE THAT THE TOKENS MAY BE CHARACTERISED BY THE COMPETENT EGYPTIAN AUTHORITIES AS SECURITIES OR A CURRENCY. THE PURCHASER WILL NOT MAKE ANY OFFERINGS, DISPOSALS, INVESTMENTS OR OTHERWISE TRANACT WITH REGARD TO THE TOKENS, IN CASE SUCH OFFERING, DISPOSAL, OR OTHER TRANSACTION IS IN CONTRAVENTION TO THE LAWS, REGULATIONS, GOVERNMENTAL CIRCULARS AND DECREES OF THE ARAB REPUBLIC OF EGYPT. THIS DOCUMENT IS DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT, INVESTORS WHO HAVE FULL KNOWLEDGE OF THE NATURE, RIGHTS AND OBLIGATIONS ARISING OUT OF THE TRANSACTIONS CONTEMPLATED UNDER THE PURCHASE AGREEMENT AND OF THE RIGHTS AND OBLIGATIONS APPLICABLE TO IT UNDER THE LAWS OF THE ARAB REPUBLIC OF EGYPT.

**NOTICE TO RESIDENTS OF GIBRALTAR**

IN GIBRALTAR, THIS DOCUMENT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) “QUALIFIED INVESTORS” (WITHIN THE MEANING OF (I) THE PROSPECTUSES ACT 2005 OF GIBRALTAR (AS AMENDED) AND (II) ARTICLE 2(1)(E) OF DIRECTIVE 2003/71/EC), AND WHO WOULD BE A “PROFESSIONAL CLIENT” AS SUCH TERM IS DEFINED IN THE FINANCIAL SERVICES (MARKETS IN FINANCIAL INSTRUMENTS) ACT 2006 OF GIBRALTAR (THE “FSMA”) AND WHO HAS NOT REQUESTED “NON PROFESSIONAL TREATMENT” WITHIN THE MEANING OF SCHEDULE 2 OF FSMA (ALL SUCH PERSONS BEING REFERRED TO AS “RELEVANT PERSONS”). ANY INVESTMENT TO WHICH THIS DOCUMENT RELATES IS AVAILABLE ONLY TO (AND ANY INVESTMENT ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH) RELEVANT PERSONS. THIS DOCUMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION BASED UPON THIS DOCUMENT AND SHOULD NOT RELY ON IT. IT IS A CONDITION OF

YOU RECEIVING AND RETAINING THIS DOCUMENT THAT YOU WARRANT THAT YOU ARE A RELEVANT PERSON.

**NOTICE TO RESIDENTS OF THE CAYMAN ISLANDS**

NO OFFER OR INVITATION MAY BE MADE TO THE PUBLIC IN THE CAYMAN ISLANDS TO SUBSCRIBE FOR THIS ASSET. THIS ASSET SHALL NOT CONSTITUTE AN OFFER, INVITATION OR SOLICITATION TO ANY MEMBER OF THE PUBLIC IN THE CAYMAN ISLANDS TO SUBSCRIBE FOR ANY SECURITY IN CONNECTION WITH ITS TERMS. "PUBLIC" FOR THESE PURPOSES DOES NOT INCLUDE (i) ANY LIMITED LIABILITY COMPANY REGISTERED UNDER THE LIMITED LIABILITY COMPANIES LAW (2020 REVISION) AS AMENDED, (ii) ANY EXEMPTED COMPANY OR ORDINARY NON-RESIDENT COMPANY REGISTERED UNDER THE CAYMAN ISLANDS COMPANIES LAW (2020 REVISION) AS AMENDED, (iii) A FOREIGN COMPANY REGISTERED PURSUANT TO PART IX OF THE CAYMAN ISLANDS COMPANIES LAW (2020 REVISION) AS AMENDED, (iv) ANY SUCH COMPANY ACTING AS GENERAL PARTNER OF A PARTNERSHIP REGISTERED UNDER SECTION 9(1) OF THE CAYMAN ISLANDS EXEMPTED LIMITED PARTNERSHIP LAW (2018 REVISION) AS AMENDED, OR (v) ANY DIRECTOR OR OFFICER OF THE SAME ACTING IN SUCH CAPACITY OR THE TRUSTEE OF ANY TRUST REGISTERED OR CAPABLE OF REGISTRATION UNDER SECTION 74 OF THE TRUSTS LAW (AS REVISED) ACTING IN SUCH CAPACITY.

**NOTICE TO RESIDENTS OF THE BRITISH VIRGIN ISLANDS**

NO OFFER OR INVITATION TO ENTER INTO THIS AGREEMENT MAY BE MADE TO THE PUBLIC IN THE BRITISH VIRGIN ISLANDS, AND THIS AGREEMENT MAY NOT BE ISSUED, TRANSFERRED TO, REGISTERED IN FAVOR OF, OR BENEFICIALLY OWNED BY, ANY PERSON RESIDENT OR DOMICILED (OTHER THAN AN EXEMPTED OR ORDINARY NONRESIDENT COMPANY INCORPORATED IN THE BRITISH VIRGIN ISLANDS) IN THE BRITISH VIRGIN ISLANDS. THE COMPANY IS NOT REGISTERED WITH OR LICENSED BY THE BVI FINANCIAL SERVICES COMMISSION (THE BVI FSC) UNDER THE SECURITIES AND INVESTMENT BUSINESS ACT, 2010 OF THE BRITISH VIRGIN ISLANDS (SIBA) OR OTHERWISE. NEITHER THE BVI FSC, NOR ANY OTHER GOVERNMENTAL AUTHORITY IN THE BVI OR ELSEWHERE, HAS PASSED JUDGMENT UPON OR APPROVED THE TERMS OR MERITS OF THIS AGREEMENT OR THE OFFERING TOKENS. THERE IS NO INVESTMENT COMPENSATION SCHEME AVAILABLE IN THE BVI. TOKENS ARE NOT BEING, AND MAY NOT BE, OFFERED TO THE PUBLIC OR TO ANY PERSON IN THE BVI FOR PURCHASE OR SUBSCRIPTION. TOKENS MAY BE OFFERED TO COMPANIES INCORPORATED UNDER THE BVI BUSINESS COMPANIES ACT, 2004, BUT ONLY WHERE THE OFFER IS MADE TO, AND RECEIVED BY, THE RELEVANT BVI COMPANY ENTIRELY OUTSIDE OF THE BVI.

**TOKEN PURCHASE AGREEMENT**  
PRIVATE AND CONFIDENTIAL AND NOT FOR CIRCULATION

This Agreement certifies that in exchange for the payment by (the **"Purchaser"**) of the Purchase Amount on or about the **Purchase Date**, to MultiChain Index LLC (Registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro Marshall Islands MH96960), a Marshall Islands Limited Liability Company (the **"Company"**), hereby issues to the Purchaser the right (the **"Right"**), to receive **MCI Tokens**. The Company and the Purchaser are herein referred to each as a **"Party"** and collectively as the **"Parties"**.

WHEREAS, THE SUBJECT OF THE AGREEMENT IS The MultiChain Index (MCI) is conceptualised under the hypothesis that L1-L2 protocol coins will outperform BTC and ETH during the growth cycle of the market in 2024-2025.

The MCI token comprises 10 L1-L2 protocol coins, evenly distributed among the following: MATIC, ARB, OP, AVAX, CELO, SOL,TIA, APT, SUI, SEI. The proportions of these coins within the index remain stable over time.

As new coins from L1-L2 protocols enter the market, the Company can consider adding up to 10 of new assets to the index. The current range of tokens which will be considered for addition to MCI - Berachain, Manta, Fuel, Blast, LayerZero, ZetaChain, Scroll, RiscZero, Taiko, zkSync, StarkNet, Aleo, Linea, Manta, Injective, Stack, Mina and others

MultiChain Index Token Public Address  
0x3c7748fee4d2a2343f06b3ea8ea67227a3ab21e9  
**DO NOT SEND FUNDS TO THIS ADDRESS!**

**The Parties agreed as follows:**

**1. Definitions & Interpretation**

1.1. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

**"Agreement"** means this Token Purchase Agreement.

**"Company"** has the meaning given to it in the opening paragraph of this Agreement.

**"Purchase Amount"** has the meaning given to it on the first page of this Agreement.

**"Purchase Date"** has the meaning given to it on the first page of this Agreement.

**"Platform"** refers to the website <https://app.weezi.io/multichainindex-polygon> through which the Purchaser initiates the transfer and receives MultiChain Index tokens in exchange for a transfer.

**"Date of the Deposit"** refers to the date on which the Purchaser executes the transaction with the Purchased Amount through the Platform.

**"Withdrawal action"** has the meaning given to it in the Section 2.7.1. of this Agreement.

**"Purchaser's Wallet Public Address"** refers to the wallet to which the Tokens purchased by the Purchaser are transferred. The Purchaser can use MetaMask or Ledger web3 wallet.

**"Purchase"** means the undersigned Purchaser hereby purchases pursuant to this Token Purchase Agreement sold in the offering by the Company, for future delivery of the MCI Tokens set forth in this Agreement.

**"Purchaser"** shall have the meaning given to it in the opening paragraph of this Agreement.

**"Rights"** has the meaning given to it in the opening paragraph of this Agreement.

**"MultiChain index"** has the meaning given to it in the opening paragraph of this Agreement.

**"MultiChain Wallets"** refer to digital wallets used by the Service Provider designed to support and interact with MultiChain blockchain networks, facilitating the storage and transaction of various digital assets within the MultiChain ecosystem.

**"Cross-chain Bridges"** refers to technology or protocols that enable the Service Provider to achieve interoperability and seamless transfer of digital assets within the MultiChain Index across different blockchain networks.

**"Yield Generation Platforms"** refers to platforms or protocols utilised by the Service Provider to generate income from the coins that constitute the MultiChain Index. These platforms typically employ various strategies such as staking, lending, liquidity provision, and other yield-enhancing mechanisms to optimise returns on the digital assets within the MultiChain Index.

**"Fully Diluted Valuation"** the valuation of the project calculated as their current market token price multiplied by the total amount of tokens to be issued according to the project's whitepaper ("FDV"). Current FDV parameters of tradable projects can be taken from [www.coinmarketcap.com](http://www.coinmarketcap.com).

**"Target FDV"** refers to the anticipated valuation level of assets comprising the MultiChain Index, as well as potential assets that may be included in the MultiChain Index, determined at the discretion of the Company as a triggering event outlined in Section 2.6.2. , Section 2.7.1. and Exhibit A of this Agreement.

**"Token Purchase Agreement"** means an agreement containing a right to units of MCI Tokens purchased by Purchasers, similar in form and content to this agreement.

**"Token Number"** refers to the quantity of tokens automatically calculated by the Platform in accordance with Section 2.3. of this Agreement, the ownership rights of which are acquired by the Purchaser upon acceptance of all terms and risks of this Agreement and the transfer of the Purchased Amount, as specified in the opening paragraph of this Agreement.

**"Tokens"** shall mean the MCI token. For the avoidance of doubt, the meaning shall be inclusive of the singular form, **"Token."**

**"Token Delivery Date"** means the date on which the Company will deliver Tokens to Purchasers, or a custodian mutually agreed by the Company and the Purchaser, under this Agreement.

**"Multichain Index wallets"** refers to all types of crypto wallets, both centralised and decentralised, where the assets comprising the Multichain Index are securely stored.

**"Entry Termination"** has the meaning given to it in Section 2.6. of this Agreement.

**"Termination of the Agreement"** has the meaning given to it in Section 2.7. of this Agreement.

**"Lock-Up"** has the meaning given to it in Section 2.8. and on the first page of this Agreement.

**"Dissolution Event"** means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

**"Transfer"** shall mean with respect to this Agreement, the Tokens and other, the direct or indirect assignment, sale, transfer, tender, pledge, hypothecation, or the grant, creation or suffrage of a lien or encumbrance in or upon, or the gift, placement in trust, or other disposition of such security or any right, title or interest therein (including, but not limited to, any right or power to vote to which the holder thereof may be entitled, whether such right or power is granted by proxy or otherwise), or the record or beneficial ownership thereof, the offer to make such a sale, transfer or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing

**"Stage"** means MCI token allocation describing the coins comprising the MultiChain index.

**"Weezi"** refers to the CRM using for automated backend accounting.

**"Use Restriction"** means the general prohibition on the Participant's ability to sell, transfer, spend, exchange or otherwise make use of the Tokens.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organisation, trust, association, or other entity.

**"Prohibited Person"** means a Person that is not: (i) a citizen or resident of a geographic area in which use of blockchain-based tokens is prohibited by applicable law, decree, regulation,

treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes; (iii) an individual, or an individual employed by or associated with an entity, that is identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the U.S. Department of State's Debarred Parties List or the sanctions lists adopted by the United Nations and the European Union to such extent such sanctions are extended by the UK Government to its Overseas Territories, as such lists may be amended from time to time; or (iv) a Person who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure.

**"Personal Data"** means all data which is defined to be "personal data" under the Personal Data (Privacy) Ordinance or any similar law in any jurisdiction. This includes all information which identifies or which relates to a living individual. Examples of Personal Data are an individual's name, passport number, residential address, or mobile telephone number.

**"Laws and Legal Requirements"** means any of the following, as applicable and in any relevant jurisdiction, from time to time: (i) laws, legislations, statutes, principles of equity and regulatory requirements; (ii) conditions, regulations, judgements, injunctions, acts, directives, orders, policies, restrictions, guidelines, quality of service standards, requests, requirements, codes of practices, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary, regulatory or other competent authority; (iii) any permits and licences, applicable or necessary for the performance of an activity or undertaking; and (iv) industry standards or any codes of conduct or rules of any industry body.

- 1.2. In this Agreement: (i) whenever the words "include", "includes" or "including" are used, they will be deemed to be followed by the words "without limitation"; (ii) words importing the singular only shall also include the plural and vice versa where the context requires; (iii) references to a statute or statutory provision in this Agreement are to Cayman Islands statutes or statutory provision unless otherwise stated, and shall include that statute or provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to the subject matter of or the transactions entered into in accordance with this Agreement; and (iv) section headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

## **2. Terms of Token Purchase Agreement**

- 2.1. In consideration of the payment by the Purchaser the "Purchase Amount" to Company on the date hereof, the Company hereby issues to the Purchaser the right ("Right") to receive MCI Tokens, on and subject to the terms and conditions as hereinafter set out.
- 2.2. For purposes of this instrument, the value of the Purchase Amount shall be deemed in USDC, USDT whether the Purchaser pays in USDC, USDT valued at the Applicable Exchange Rate for USD.

- 2.3. Concurrently with the execution of this Agreement, the Purchaser shall transfer the Purchase Amount of stable tokens indicated on the first page of this Agreement by accessing the designated link: <https://app.weezi.io/multichainindex-polygon> (hereinafter referred to as the "Platform"). The Purchaser is required to independently access the provided link, connect his personal web3 wallet, insert the Purchase Amount, and execute the transaction. The number of MultiChain Index tokens representing units of the MCI token, to be delivered to the Purchaser in exchange for the Purchased Amount, is calculated as the Purchase Amount divided by the MultiChain Token price on the day of the transaction executed by the Purchaser ("Date of the Deposit"). The number of MultiChain tokens to be transferred to the Purchaser is automatically calculated by the Platform, based on the MCI token price determined from the current value of all assets held within the Multichain Index wallets.
- 2.4. The Company will automatically deliver the number of MCI tokens to be transferred to the Purchaser within 2 business days from the Date of the Deposit. In connection with and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 2.4:
  - 2.4.1. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this Agreement, including verification of accredited investor status or non-U.S. person status under the applicable securities laws; and
  - 2.4.2. The Purchaser will provide to the Company a network address for which to allocate Purchaser's Tokens. For the avoidance of doubt, the digital wallet must be under the direct or indirect control of the Purchaser and shall not be under the direct or indirect control of a third-party. The Purchaser must provide information regarding the Purchaser's digital wallet address prior to delivery of the Tokens by the Company.
- 2.5. Subject to the terms of this Agreement, the Purchase of any Tokens is irrevocable, non-refundable and non-redeemable by the Company, the Purchase cannot be cancelled, and the Purchaser shall not under any circumstances receive money or any other form of compensation for any Tokens purchased.
- 2.6. The termination of entry into the MCI token is contingent upon the fulfillment of either of the two pre-established conditions:
  - 2.6.1. Entry closure on reaching Q3 2024.
  - 2.6.2. Termination of entry upon achieving a 50% target FDV (fully diluted valuation) of each project in the MCI index, specifically outlined in **Exhibit B**.
- 2.7. The Agreement will expire and automatically terminate upon:
  - 2.7.1. Withdrawal Action: The Company establishes a target project FDV for each project within the MCI index that is outlined in Exhibit B. Upon

reaching the target FDV, 70% of the total volume for that project's tokens will be converted into stable tokens, while the remaining 30% will be retained in such tokens to account for potential further growth beyond the target FDV. Between Q3 and Q4 2025, all tokens held by the MCI Index will be converted into stable tokens based on market conditions. The resulting stable tokens will be proportionally distributed among MCI token holders and the MCI will be entirely closed by 31/12/2025. This MCI index will expire and terminate upon the full withdrawal of assets by December 31, 2025 (the 'Deadline Date')." The Purchaser must return all purchased MCI tokens under this agreement to the Company after the Lock-up period. Upon the completion of this Withdrawal Action, the agreement is deemed automatically terminated, absolving both parties of any claims against each other; or

- 2.7.2. In a situation where a Dissolution Event occurs.
- 2.8. The lock-up period for the MCI token consists of three distinct phases:
- 2.8.1. Full lock-up of the MCI token until October 1, 2024.
  - 2.8.2. Starting from October 1, 2024, until June 1, 2025, partial withdrawal is allowed, capped at 50% of each MCI holder's portfolio, with a monthly limit of 15%.
  - 2.8.3. From June 1, 2025, to December 31, 2025, complete unlock and withdrawal are allowed, with a restriction of 15% per month until full withdrawal by December 31, 2025.
- 2.9. The MultiChain index assets shall be utilised within their respective networks, specifically in staking, deposits, and/or farming strategies, with the objective of optimising the yield for each individual asset. Furthermore, such assets will be used in transactions on DeFi protocols, bridges, and similar infrastructure tools. The infrastructure for the utilisation of MultiChain Index assets encompasses, but is not limited to, the following:
- 2.9.1. MultiChain Wallets: Weezi, Safe global, Ledger, Solflare, Phantom, Keplr, Trust wallet, Martian, and others;
  - 2.9.2. Cross-chain Bridges or centralised exchanges: DeBridge, Rubic Exchange, Symbiosis, Orbiter finance, and others;
  - 2.9.3. Yield Generation Platforms: Lido, Aave, UniSwap, Benqi, p2p validator, Everstake, Radiant, Extra Finance, and others;
- 2.10. The wallets used for storing the assets within the MultiChain Index will always remain consistent. For security purposes wallets can be changed.



- 2.11. The Company engages the service provider - MCI Services LLC (Registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro Marshall Islands MH96960), a Marshall Islands Limited Liability Company (the "Service Provider") that shall provide comprehensive oversight services for the MCI index. These services encompass the execution of specified rules and regulations, including but not limited to accepting assets, issuing the MCI token, transferring received assets between wallets, converting assets, staking, depositing such assets across pre-defined protocols, collecting fees on such assets, selling assets for stable tokens, returning assets to MCI Purchasers and the Company according to the terms disclosed in Section 2 of this Agreement. These actions are in accordance with the terms of this Agreement.
- 2.12. The Service Provider, a company responsible for receiving assets and subsequently allocating them within the MultiChain Index, placing the assets in protocols, engaging in Yield Generation Platforms, and facilitating actions through Cross-chain Bridges, as specified in Section 2.9. of this Agreement. The Service Provider is entrusted with executing withdrawals to participants in accordance with the terms outlined in Section 2.7. and collecting service fees as indicated in Section 3.8.
- 2.13. The Service Provider provides only service-related functions within the scope of this agreement and does not hold any authority to make decisions, including investment decisions, on behalf of the Company.
- 2.14. The Service Provider will accept payment for the services purchased under this Agreement in USDC, USDT. The Purchaser agrees to the fees of the Service Provider stipulated in the current Agreement and grants the Service Provider the right to withhold such fees from the Purchaser's assets within the MCI tokens.
- 2.15. Resale of MCI tokens to third parties is prohibited. By signing this Agreement the Purchaser acknowledges and agrees that any resale of MCI tokens to third parties is strictly prohibited. The Purchaser commits to engage exclusively with the Company for all matters related to the acquisition and potential return of MCI tokens.
- 2.16. Taxation: The Purchase Amount is exclusive of all applicable taxes. The Purchaser is solely responsible for determining what, if any, taxes apply to the acquisition of the Right and subsequently the issuance of the Purchaser's Tokens for which the Purchaser shall be the taxpayer subject to Laws and Legal Requirements, including any sales, use, value added, or withholding tax. The Purchaser agrees that it has the sole responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any taxes including sales, use, value added, or any other tax arising from the Purchaser's acquisition of the Right and subsequently the issuance of the Purchaser's Tokens for which the Purchaser shall be the taxpayer subject to Laws and Legal Requirements.

- 2.17. This Agreement is not intended to and does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an offering of securities in Marshall Islands or any other jurisdiction. The Purchaser acknowledges and agrees that the decision of the Purchaser to purchase, hold and/or use the Tokens and accept the Rights, is based on the benefits to be gained from the right to use the Tokens for the Service (as defined below) after the tokens are Usable (as defined below) and not for any purpose of profits as of the effective date hereof. Without prejudice to the generality of the foregoing, purchase, ownership, receipt, or possession of any Token carries no rights, express or implied, other than any rights expressly set out in this Agreement, in each case subject to limitations and conditions as expressed. The Purchaser understands and accepts that the Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to the Company. The Tokens are not intended to be a digital currency, security, commodity, or any kind of financial instrument.
- 2.18. The Company may enter into any number of agreements identical or similar to this Agreement in relation to sale of Tokens, Rights or rights similar to the Rights, without reference to the Purchaser.
- 2.19. The Purchaser agrees to provide to the Company a valid wallet to which the Company may issue the Purchaser's Tokens.
- 2.20. The Tokens are intended to be issued on Polygon network. However, the Company reserves the right to migrate the MCI Tokens to another protocol in the future should the Company determine, in its reasonable discretion. Upon the Company's request, the Purchaser agrees to take any and all actions reasonably necessary to effectuate the migration of Tokens to another protocol identified by the Company. If the Purchaser fails to effectuate such migration, the Tokens may not be compatible with the Services going forward. Notwithstanding any other provision of this Agreement, the Company shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether or not reasonably foreseeable by the Parties, which the Purchaser may suffer, sustain or incur, arising out of or relating to the Purchaser's failure to effectuate such migration of MCI Tokens to another protocol identified by the Company.

### **3. Purpose and Allocation of Tokens**

The Purchaser acknowledges and agrees that:

- 3.1. The Tokens may have no value;

- 3.2. The Purchaser should not have any expectation of influence over governance or participation in the operation, development or management of Platform and MCI tokens;
- 3.3. The Platform and MCI tokens may undergo substantial development, as part of which they may become subject to significant conceptual, technical or commercial changes;
- 3.4. The MultiChain Index (MCI) is conceptualised under the hypothesis that L1-L2 protocol coins will outperform BTC and ETH during the growth cycle of the market in 2024-2025.
- 3.5. The allocation of the MCI token occurs in two stages:
  - 3.5.1. Stage A: the MCI token will include 10 L1-L2 protocol coins, distributed in equal proportions, including but not limited to MATIC, ARB, OP, AVAX, CELO, SOL, TIA, APT, SUI, SEI.
  - 3.5.2. Stage B: The Company has the discretion to consider adding up to 10 new coins from L1-L2 protocols to The MultiChain Index, subject to their availability in the market, ranging from but not limited to the following: Berachain, Manta, Fuel, Blast, LayerZero, ZetaChain, Scroll, RiscZero, Taiko, zkSync, StarkNet, Aleo, Linea, Manta, Injective, Stacks, Mina.
- 3.6. The coins within MCI will be utilised within Yield Generation Platforms for staking, deposits, and/or farming strategies, aiming to enhance the yield for each coin.
- 3.7. The coins within MCI will be utilised for transactions across DeFi protocols, bridges, etc.
- 3.8. The Service Provider withholds a fee of 29% on the asset price appreciation which is calculated as a difference between funds transferred to the MCI Index by the Purchasers on the Date of Payment (as indicated in the opening paragraph of this Agreement) and the current market price of such assets taken from the Coinmarketcap.com. Accounting is performed by the Service Provider on a daily basis. Withdrawal of accumulated fees are allowed by the Service provider at any time.
- 3.9. The MCI token is subject to the Lock-up period described in the Section 2.8. of the current Agreement.
- 3.10. The MCI token, including its composition, methodology, and any associated algorithms, is recognized as the intellectual property of the Company. The Company retains exclusive rights and ownership over the intellectual assets comprising the MultiChain index. This includes, but is not limited to, the selection

and weighting of coins, the rules governing the index, and any proprietary technologies or methodologies used in its calculation and allocation. No external entity shall reproduce, modify, or distribute the MultiChain index or any part thereof without explicit written consent from the Company. The Company reserves the right to take legal action to protect its intellectual property rights in the event of unauthorised use or infringement.

- 3.11. The target Fully Diluted Valuation (FDV) for the L1-L2 protocol coins that the Company can consider to be added to the MultiChain index will be determined at the sole discretion of the Company. Purchaser acknowledges and agrees to receive the notifications regarding such additions and expressly consents to receiving these notifications without any obligation to take action. The Purchaser explicitly agrees to accept the Company's decisions concerning the inclusion of tokens in the MultiChain Index, as such decisions fall entirely within the Company's discretion.
- 3.12. The Purchaser is responsible for implementing all reasonable and appropriate measure for securing the Wallet and any other wallet, vault or other storage mechanism the Purchaser uses to receive and hold the Purchaser's Tokens or any part thereof, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). The Purchaser acknowledges that if any private key(s) or other access credentials are lost, the Purchaser may lose access to the Token. The Company shall not be responsible or liable for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with:
  - 3.12.1. the Purchaser's failure to implement reasonable measures to secure the Wallet or any other wallet, vault or other storage mechanism used to receive or hold the Tokens or any relevant access credentials; or
  - 3.12.2. the Purchaser's loss of or unauthorised use of any relevant access credentials; or
  - 3.12.3. the Purchaser's loss of tokens due to providing incorrect wallets for receiving tokens in the wrong network or any other related actions.
- 3.13. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY

#### **4. Company Representations**

- 4.1. The Company is a corporation duly organised, validly existing and in good standing under the laws of the Marshall Islands, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

- 4.2. The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be issued to the Purchaser, has been duly authorised by all necessary actions on the part of the Company. This instrument 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 relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current articles of incorporation or bylaws, (ii) any material statute, rule or regulation applicable to the Company, or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- 4.3. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgement, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, licence or authorization applicable to the Company, its business or operations.
- 4.4. No consents or approvals are required in connection with the performance of this instrument, other than: (i) the Company's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.
- 4.5. To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licences, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of others. MCI is not a proprietary trade name of the Company.

## **5. Purchaser Representations**

- 5.1. The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- 5.2. The Purchaser has been advised that this instrument is a digital asset and that the offers and sales of this instrument have not been registered under any

country's securities laws and, therefore, cannot be resold except in compliance with the applicable country's laws. The Purchaser is purchasing this instrument for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such purchase, is able to incur a complete loss of such purchase without impairing the Purchaser's financial condition and is able to bear the economic risk of such purchase for an indefinite period of time.

- 5.3. Neither Purchaser, nor any Person who controls Purchaser, or, to the knowledge of Purchaser, any Person for whom Purchaser is acting as an agent or nominee or any beneficial owner of Purchaser, as applicable, is a Prohibited Person. If the Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, Purchaser will immediately notify Company (and, for the avoidance of doubt, if the purchase is permitted, such Person is not a Prohibited Person).
- 5.4. The Purchaser understands and acknowledges that (i) the Company may be required to provide the identities of the Purchaser's direct and indirect beneficial owners to a governmental authority, and (ii) the Purchaser hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the Company from compliance with the foregoing and otherwise with applicable law.
- 5.5. In order to comply with CRS, the Company shall be entitled to release and/or disclose to the applicable Tax Information Authority or equivalent authority and any other foreign government body as required by CRS any information in its or its agents' or delegates' possession regarding the Purchaser, including without limitation, the identity of the Purchaser, financial information concerning the purchase of the tokens by the Purchaser and any information relating to any shareholders, principals, partners, beneficial owners (direct or indirect) or controlling persons (direct or indirect) of the Purchaser. The Company also may authorize any third-party agent, to release and or disclose such information on behalf of the Company.
- 5.6. The Purchaser acknowledges and agrees that (I) Purchaser must take any action that the Company requires for the Company to (A) enter into, maintain or otherwise comply with obligations of the Company contemplated in Section 5.5, or (B) comply with any reporting, withholding, or other requirements under CRS; (II) the Company can exercise all remedies to ensure that any withholding (to include any fines, costs, debts, expenses, interest, penalties, losses or liabilities incurred by the Company, or any other shareholder, or any agent,

delegate, employee, director, officer or affiliate of any of the foregoing persons) is borne by the Purchaser, the status, action or inaction of which results in such withholding or noncompliance; and (III) the Purchaser must promptly notify the Company if there is any change of circumstances that renders the information furnished in this Agreement in respect of CRS incorrect.

- 5.7. The Purchaser acknowledges and agrees that, in the event the Purchaser does not provide the requested information and/or documentation and/or has not himself, herself or itself complied with the applicable requirements, whether or not that actually leads to compliance failures by the Company, or a risk of the Company or its shareholders being subject to withholding tax under the relevant legislative or inter-governmental regime, the Company reserves the right to take any action and/or pursue all remedies at its disposal, including, without limitation, the immediate compulsory redemption or withdrawal of the Purchaser concerned.
- 5.8. The Purchaser agrees to indemnify the Company, and their respective directors, officers, affiliates and agents for any and all costs, fees and expenses (including but not limited to, any withholding tax, fines, debts, penalties, interest, losses or liabilities incurred by the Company) arising as a result of any failures to comply or untimely compliance with the above CRS requirements, such indemnity to be the fullest extent permitted by applicable law.
- 5.9. The Purchaser represents that it has adequate information on which to base its decision to purchase Tokens through this Agreement.
- 5.10. The Purchaser's entry into this Agreement complies with applicable laws and regulations in the Purchaser's jurisdiction.
- 5.11. The Purchaser will not use the Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction.
- 5.12. The Purchaser undertakes that this Agreement is PRIVATE AND CONFIDENTIAL and it shall not at any time during the term of this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person this Agreement or the terms of this Agreement without the express permission of the Company other than as required by law or regulation or to its affiliates and advisors.
- 5.13. The Purchaser will be able to provide information and remit documents and material to satisfy anti-money laundering and KYC requirements under applicable law.
- 5.14. The Purchaser will at all times maintain control of the Purchaser's wallet where

any Tokens are stored, and the Purchaser will not share or disclose the account credentials associated with such wallet with any other party other than as required by law or regulation or to its affiliates and advisors. If the Purchaser transfers Tokens into another wallet or vault belonging to it, the Purchaser will likewise at all times maintain control of such other wallet or vault, and will not share or disclose the account credentials associated with such other wallet or vault with any other party other than as required by law or regulation or to its affiliates and advisors.

- 5.15. All payments by Purchaser under this Agreement will be made only in Purchaser's name, from a digital wallet.
- 5.16. Neither Purchaser, nor any person having a direct or indirect beneficial interest in Purchaser, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.
- 5.17. The Purchaser acknowledges and agrees that any resale of MCI tokens to third parties is strictly prohibited. The Purchaser commits to engage exclusively with the Company for all matters related to the acquisition and potential return of MCI tokens. This provision aims to maintain the integrity of MCI token transactions while fostering a direct and transparent relationship between the Purchaser and the Company.

## **6. Disclaimers and Risks**

- 6.1. In this Agreement and other documents or materials prepared and/or published by the Company in connection with the Token, statements preceded by, followed by or which include words and expressions similar to "believes", "expects", or "plans" and all descriptions of the Token are forward-looking statements, and due to risks, uncertainties, and future events and plans, whether discussed in those documents and materials or not, and may not occur as the Company expects, or at all. Do not place any reliance on any forward-looking statements in any such documents or materials.
- 6.2. No representation or warranty, express or implied, is made as to the fairness, accuracy or completeness of the information, opinions and conclusions contained in all documents or materials prepared and/or published by the Company in connection with Token.
- 6.3. The Purchaser acknowledges it has sought independent advices on legal, technical and business perspectives and accepts that there are risks associated with this Agreement, the Right, and the purchase, sale, use, creation and/or distribution of the Tokens and the operation and/or the development of the Platform including as disclosed and explained in Exhibit A. By entering into this



Agreement and potentially purchasing, holding or using the Tokens, the Purchaser expressly acknowledges and assumes all of these risks except for the risks arising from or increased by willful default or fraud of the Company.

- 6.4. The Purchaser has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company, regarding this Agreement and assets issuable pursuant to this Agreement. The Purchaser has sufficient knowledge and experience in business and financial matters to be able to evaluate the risks and merits of its purchase of the Rights and of the Tokens and entry into this Agreement and is able to bear the risks thereof. The Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk of (i) Full or partial loss of digital assets due to technical hacks, exploits, or failures that may occur at the protocol or smart contract level of the product infrastructure; (ii) restrictions imposed on digital assets by regulatory authorities in the region of end-users; (iii) loss of digital assets or loss of access to digital assets due to decisions made by centralised providers of underlying assets; (iv) full or partial loss of digital assets resulting from standard product operations that may be hindered by unforeseen market conditions; (v) full or partial loss of digital assets due to changes in the underlying assets of the product introduced by original protocols; (vi) full or partial loss of digital assets due to volatility, correlation, cost risks, and contagion risks; inefficiency of digital assets due to deviation from the intended methodology; (vii) full or partial loss of digital assets due to the volatility of underlying tokens; (viii) the Company may be subject to investigation and punitive actions from governmental authorities and other potential risks related to this digital asset. The Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” basis. The Purchaser understands and expressly accepts that the Purchaser has not relied on any representations or warranties made by the Company outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. This Token Purchase Agreement and the Tokens involve significant risks, all of which the Purchaser fully and completely acknowledges and assumes, including, but not limited to, the risk that the Tokens may decrease in value over time and/or lose all monetary value and the other risks. The Purchaser has reviewed and understood the risks set forth on Exhibit A. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

- 6.5. The Purchaser understands that Purchaser has no right against the Company or any other Person except in the event of the Company's breach of this Agreement or intentional fraud. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO THE COMPANY PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT. The MCI token is a very high-risk product unsuitable for many crypto users. Past performance is no guarantee of future returns.

## **7. Purchaser to execute relevant documents and provide information**

- 7.1. The Purchaser agrees to execute and deliver to the Company any and all other documents, and to provide the Purchaser with any additional information, which may be useful or convenient for the Company in connection with the Token Distribution, including all such documents or information as may be requested by the Company from time to time. Depending on the circumstances the Company may require:
- 7.1.1. documents to verify the identity, income, assets, residency or tax status of the Purchaser; and
  - 7.1.2. that the Purchaser issue various confirmations or fill in particular forms (e.g. as part of a "know your client" process or procedure)
- 7.2. The Purchaser agrees and acknowledges that it is a condition precedent for the Purchaser to provide all the information requested by the Company pursuant to Section 7.1.1 and 7.1.2 and to the satisfaction of the Company. Failure by the Purchaser to provide executed documents or information, if required by Laws or Legal Requirements, may delay or prohibit the issuance of the Purchaser's Tokens by the Company.

## **8. Representations and Warranties of the Purchaser**

- 8.1. The Purchaser represents and warrants that:
- 8.1.1. it has carefully reviewed and understood this Agreement and has full power, authority and capacity to comply with this Agreement;
  - 8.1.2. it has sought independent advices and has sufficient understanding of legal, technical and business matters, cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology

to understand this Agreement and to appreciate the risks and implications of the issuance of the Right and the purchase of the Purchaser's Tokens;

- 8.1.3. the purchase of the Purchaser's Tokens complies with Laws and Legal requirements, including: (i) legal capacity and any other threshold requirements for the purchase of the Tokens; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained;
  - 8.1.4. it is not a citizen or resident of, or incorporated in, any geographic area in which the purchase, acceptance of delivery of the Right or the Tokens or use of the Tokens for the Services is prohibited by any Laws or Legal Requirements. The Purchaser further agrees that if this representation and warranty is inaccurate, or the relevant Laws or Legal Requirements or other circumstances change such that this representation and warranty is no longer accurate, the Purchaser shall immediately, without request or communication from the Company, transfer the Tokens to an appropriate entity or cease using the Tokens and/or the Services;
  - 8.1.5. it is not within the United States, is not an affiliate of the Company or a person acting on behalf of such an affiliate, and is purchasing the Tokens or the beneficial interest therein in a transaction made in accordance with Rule 903 or Rule 904 of Regulation S ("Regulation S") under the Securities Act of United States ("Securities Act");
  - 8.1.6. there will not be any transfer, assignment or other disposal of any interests (including any beneficial interest) of this Agreement by the Purchaser, whether directly or indirectly, until the date of Token Distribution. For the avoidance of doubt, in the case that the Purchaser is a company or other entity which is not an individual, a change of the ultimate beneficial ownership of the Purchaser is considered to be a 'transfer' in this Section;
  - 8.1.7. the crypto-currency assets used to pay the Purchase Amount are not derived from or related to any unlawful activities, including money laundering or terrorist financing, and it shall not use the Tokens to finance, engage in, or otherwise support any unlawful activities; and
  - 8.1.8. in entering into this Agreement, it is compliant with all Laws and Legal Requirements.
- 8.2. The Purchaser undertakes and agrees to notify the Company immediately if any of the representations and warranties set out in Section 8.1 becomes untrue, incomplete, invalid or misleading in any respect.

- 8.3. The Company reserves the rights to deny and invalidate the payment of the Purchase Amount made by, and/or withhold the distribution or activation of the Tokens from, any purchaser of the right or any Tokens who has, in the reasonable opinion of the Company, made a false, incomplete or misleading representation.

## **9. Warranty**

- 9.1. The Tokens are sold and distributed “as is” and “as available”. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAM OR MACROS, IS GIVEN IN CONJUNCTION WITH THE TOKENS, OR ANY INFORMATION AND MATERIALS PROVIDED OF THE COMPANY.
- 9.2. Without prejudice to the generality of the foregoing, the Company does not warrant: (i) the accuracy, timeliness, adequacy, reliability or completeness of the Tokens or the Platform; (ii) that any purchase or use of the Tokens, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; (iii) that the Tokens will meet any particular requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros; and (iv) that any purchase or use of the Tokens, or use of the Service, does not infringe any third party intellectual property or other rights.

## **10. Limitation of Liability**

- 10.1. The Company shall in no event nor for any reason whatsoever be liable, even if the Company has been advised of the possibility of such damages, losses or expenses, for any damages, loss or expense, including direct, indirect, special, or consequential damage, or economic loss, arising from or in connection with: (i) the Right and/or the Tokens; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; or (iii) any images, services, products, information, data or other material made available by the Company, provided that none of the foregoing damages, losses or expenses arising from or in connection with the subclause (i), (ii) and (iii) is caused by or connected to willful default or fraud of the Company.
- 10.2. Without prejudice to the generality of the foregoing, the Purchaser will not hold the Company or its related corporations and/or corporate affiliates and their officers, employees or agents responsible or liable, in contract, tort (only including non-gross negligence or non-material breach of statutory duty), equity or otherwise, for any damages, losses, expenses or costs (whether direct or

indirect, or whether foreseeable or not) suffered or incurred by the Purchaser arising out of or in connection with: (i) the issuance of the Right or any purchase or the use of the Tokens, by the Purchaser or a third party; or (ii) the Platform or use thereof, provided that none of the foregoing damages, losses, expenses or costs arising out of or in connection with the subclause (i) and (ii) is caused by or connected to willful default or fraud of the Company or its related corporations and/or corporate affiliates and their officers, employees or agents.

## **11. Indemnities**

- 11.1. The Purchaser agrees to indemnify and hold harmless the Company and its related corporations and/or corporate affiliates, and any of their officers, directors, agents, employees, servicer providers and licensors, from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including legal fees on a solicitor-client basis) arising out of or relating to:
- 11.1.1. its responsibilities or obligations under this Agreement;
  - 11.1.2. its violation of any Laws or Legal Requirements or any rights of the other person or entity; or
  - 11.1.3. its provision of false, incomplete or misleading information.
- 11.2. The Purchaser agrees to cooperate fully in the defence of any allegation or third-party legal proceeding. This indemnity is a continuing indemnity.

## **12. Personal Data**

- 12.1. The Purchaser agrees and consents to Personal Data and other information relating to the Purchaser or its representatives or other related persons or entities, being collected, used and disclosed by the Company, and its respective business partners and agents (collectively, the "Company Representatives"): (i) to facilitate the issuance of the Right and the purchase, sale, distribution and use of the Tokens and the Services; and (ii) to comply with Laws and Legal Requirements. The Purchaser warrants that individuals in connection with whom any Personal Data was provided by the Purchaser have consented to the Company and the Company Representatives collecting, using, and disclosing their Personal Data only for the purposes set out above.
- 12.2. Any enquiries, comments or suggestions about the Company Group's collection or use of Personal Data should be addressed to the Company's Data Protection Officer by email at: [multichainindex@gmail.com](mailto:multichainindex@gmail.com)

### **13. Force Majeure**

- 13.1. The Company shall not be liable for any non-performance, error, interruption or delay in the performance of its obligations, if due, in whole or in part, directly or indirectly to, natural disasters, epidemics, acts of war or terrorism, acts of any government or authority, power failures, acts or defaults of the Polygon, Ethereum and other networks and/or any telecommunications network operator or carriers).

### **14. General**

- 14.1. This instrument 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 them. This instrument is one of a series of similar instruments entered into by the Company from time to time. Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and the holders of a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to the Agreement outstanding at the time of such amendment, waiver or modification.
- 14.2. Any notice required or permitted by this instrument will be deemed sufficient when sent by email to the relevant address listed on the signature page, as subsequently modified by written notice received by the appropriate party.
- 14.3. The Purchaser is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.
- 14.4. Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Purchaser to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Purchaser, including, without limitation, any general partner, managing member, officer or director of the Purchaser, or any fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Purchaser; and provided, further, that the Company may assign this instrument in

whole, without the consent of the Purchaser, in connection with a reincorporation to change the Company's domicile.

- 14.5. In the event any one or more of the provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this instrument operate or would prospectively operate to invalidate this instrument, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this instrument and the remaining provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
- 14.6. Waiver: No failure or delay to exercise the Company's rights under this Agreement shall operate as a waiver thereof nor shall such failure or delay affect the Company's right to enforce this Agreement.
- 14.7. Language: If this Agreement is translated into a language other than English, the English text shall prevail.
- 14.8. Rights of Third Parties the Company's right to vary, amend or rescind this Agreement in accordance with this Agreement may be exercised without the consent of any person or entity who is not a party to this Agreement.
- 14.9. Governing Law and Dispute Resolution: This Agreement shall be subject to, governed by and construed in accordance with the laws of Marshall Islands
- 14.10. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may also be signed and delivered by electronic means.

## Exhibit A

### Risks factors

*A purchase pursuant to the Token Purchase Agreement to which this Exhibit A is attached (the “**Agreement**”) involves a high degree of risk. The Purchaser should consider carefully the risks described below, together with all of the other information contained in the Agreement, before making a purchase decision. The following risks entail circumstances under which, our business, financial condition, results of operations and prospects could suffer. All capitalised terms used but not defined herein shall have the meanings given to them in the Agreement.*

*A purchase pursuant to the Token Purchase Agreement to which this Exhibit A is attached (the “**Agreement**”) involves a high degree of risk. The Purchaser should consider carefully the risks described below, together with all of the other information contained in the Agreement, before making a purchase decision. The following risks entail circumstances under which, our business, financial condition, results of operations and prospects could suffer. All capitalised terms used but not defined herein shall have the meanings given to them in the Agreement.*

***The regulatory framework governing the MCI Token is highly uncertain in many jurisdictions, and it may be difficult to clearly identify and comply with unsettled regulations or a changing regulatory landscape.***

The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether governmental authorities will regulate specific use cases of such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations and/or rules that will affect cryptographic tokens, digital assets, blockchain technology and its applications or how they may choose to enforce compliance with regulatory regimes that may or may not appear to be applicable to the MCI Token. Such changes or unpredictable enforcement activity could negatively affect the Tokens in various ways, including, for example, through a determination that the Tokens are regulated financial instruments that require registration or licensing of those instruments or some or all of the parties involved in the sale, purchase and delivery thereof. The distribution of Tokens and efforts in specific jurisdictions may cease in the event that governmental authority, regulatory actions, changes to law or regulations, or other actions make such distribution, development and/or operations unlawful or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

Public policy towards token distributions and cryptocurrency is evolving, and it is conceivable that regulators may in the future seek to broaden the scope of regulation of token distributions or cryptocurrency. If the offer, distribution and/or sale of the Tokens becomes subject to registration, prospectus or licensing requirements in a particular jurisdiction, any participant may be found liable if the participant has not complied with the applicable registration, prospectus or licensing requirements, and the market for the Tokens may be adversely affected. There are also other risks of participating in any token distribution involving cryptocurrency, including volatility in cryptocurrency markets, the possibility of increasing regulation of cryptocurrency exchanges, the potential for a post facto government investigation of a token distributions and other risks.



***The purchaser acknowledges and assumes the high risk of digital asset loss and the likelihood of unforeseen market conditions***

Unforeseen risks include, but are not limited to, the potential loss of digital assets or access to them resulting from decisions made by centralised providers of underlying assets. There is also a risk of complete or partial loss of digital assets resulting from routine product operations, which may be hindered by unforeseen market conditions. Changes in the underlying assets of the product, introduced through original protocols, pose an additional risk of complete or partial loss of digital assets. The inherent volatility, correlation risks, cost-related risks, and contagion risks may lead to complete or partial loss of digital assets. Ineffectiveness of digital assets due to deviations from the intended methodology and the impact of volatility in underlying tokens further contribute to the potential loss of digital assets. The Purchaser acknowledges and agrees that there may be risks associated with the execution of orders, including but not limited to potential order non-execution, slippage, and other market-related factors. The Purchaser recognizes the inherent risk of potential delays in order processing, and the impact of unexpected market conditions on the adjustment of the MultiChain index assets.. The Purchaser should carefully consider these risk factors before engaging in transactions involving digital assets.

***The Purchaser will not be able to use or sell the Tokens immediately after purchase, and they may decline in value before the Purchaser has a chance to use, transfer or sell them.***

All of the Tokens will be locked and transfer will be prohibited for the period of time of the lock-up as set forth in the Agreement. While the Tokens remain locked, Purchaser will not be able to sell or transfer them for any purpose. There is no guarantee that the value of Tokens will not decrease while the Tokens are locked and the Purchaser is unable to transfer them. In addition, Tokens likely will be distributed to other parties who will be able to transfer the Tokens during the period when Tokens will be locked.

***There is no guarantee that Tokens will have value or use in the future, and Purchaser may lose the amount of the Purchaser's purchase in the Tokens in whole or in part.***

The Tokens are new and relatively untested products. There is considerable uncertainty about their long-term viability, which could be affected by a variety of factors, including many market-based factors such as economic growth, inflation and others. These factors are outside of any one party's control, and therefore, the long-term success of the MultiChain index cannot be attributed to any one person.

***The development and acceptance of cryptographic and algorithmic networks governing the issuance of and transactions in crypto assets is subject to a variety of factors that are difficult to evaluate.***

The use of crypto assets to, among other things, participate in the decentralised finance economy, is part of a relatively new and rapidly evolving industry that employs crypto assets based upon a computer-generated mathematical and/or cryptographic networks. The growth of this industry in general, and the use of crypto assets in decentralised finance in particular, is subject to a high degree of uncertainty, and the slowing or stopping of the development or

acceptance of developing networks may occur and is unpredictable. Some factors that could impact market development include:

- Continued worldwide growth in the adoption and use of crypto assets;
- Governmental and quasi-governmental regulation of crypto assets and their use, or restrictions on or regulation of access to and operation of the network or similar
- Changes in consumer demographics and public tastes and preferences;
- The security and further development of decentralized finance networks;
- The availability and popularity of alternatives to decentralized finance;
- General economic conditions and the regulatory environment relating to crypto assets; and
- Negative consumer sentiment and perception of crypto assets generally.

Banks and financial institutions may not provide banking services, or may cut off services, to businesses that provide crypto asset-related services or that accept crypto assets or otherwise are involved in crypto assets, which may limit companies willing to participate in the Network or the decentralised finance ecosystem more broadly.

A number of companies that provide crypto asset-related services have been unable to find banks or financial institutions that are willing to provide them with bank accounts and other services. Similarly, a number of companies and individuals or businesses associated with crypto assets may have had and may continue to have their existing bank accounts closed or services discontinued with financial institutions. The difficulty that many businesses that provide crypto asset-related services have and may continue to have in finding banks and financial institutions willing to provide them services may be decreasing the usefulness of crypto assets even as decentralised finance grow, harming public perception of crypto assets and could decrease its usefulness and harm its public perception in the future.

Similarly, the usefulness of crypto assets as a payment system and the public perception of crypto assets could be damaged if banks or financial institutions were to close the accounts of businesses providing crypto assets-related services. This could occur as a result of compliance risk, cost, government regulation or public pressure. These risks may prevent individuals and businesses from utilising the MultiChain index.

***The prices of crypto assets are extremely volatile. Fluctuations in the price of Tokens could deter the desire to hold Tokens.***

The prices of crypto assets have historically been subject to dramatic fluctuations and are highly volatile. Further, a significant portion of crypto assets demand is generated by speculators seeking to profit from the short- or long-term holding of crypto assets.

***Purchaser may lose access to the Tokens if Purchaser has not properly secured Purchaser's wallet and private keys.***

The Tokens may be held by the Purchaser in a digital wallet or vault, which requires a private key or a combination of private keys for access. Accordingly, loss of the private key(s) associated with the Purchaser's digital wallet or vault storing the Tokens will result in the loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service the Purchaser uses, may be able to misappropriate the Tokens.

In addition, any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which the Purchaser chooses to receive and store Tokens, including the Purchaser's own failure to properly maintain or use such digital wallet or vault, may also result in the loss of the Tokens. Additionally, the Purchaser's failure to follow precisely the procedures set forth for buying and receiving Tokens, may also result in the loss of the Tokens.

***Tokens may be subject to hacking or theft or other malicious attacks which could cause Purchaser to lose access to some or all of the Tokens.***

The Tokens may be subject to expropriation and/or theft. Hackers or other malicious groups or organisations may attempt to interfere with the Tokens in a variety of ways, including but not limited to malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Hackers or other malicious groups of organisations may also attempt to get access to private keys or other access credentials of any wallet, vault, or other mechanism used to receive and hold the Tokens, which would result in the loss of the Tokens or the loss of the Purchaser's ability to access or control the Tokens.

***The tax characterization and treatment of the Tokens is uncertain.***

The tax characterization of the Tokens is uncertain, and the Purchaser must seek the Purchaser's own tax advice in all jurisdictions relevant to the Purchaser in connection with the Purchaser's purchase of the Tokens. A purchase of the Tokens may result in adverse tax consequences to the Purchaser, including withholding taxes, income taxes and tax reporting requirements. It is also possible that the proceeds to the Company would be subject to significant amounts of income and/or withholding taxes. Further, the sale of the Tokens may or may not be subject to income taxes, capital gains taxes, value added, sales or use taxes or other forms of taxes. The uncertainty in the tax treatment of the Tokens and transactions in the Tokens may expose the Purchaser to unforeseen future tax consequences associated with the purchase, ownership, sale or other use of the Tokens.

#### ***Additional risks.***

The development MCI token and other products and services of the Company may fail, be abandoned or be delayed for a number of reasons, including lack of funding, lack of commercial success or prospects, or lack of use by advertisers, publishers, and/or users.

The Company may lose access to its private keys or be subject to data breach or data loss. The Company plans on implementing security measures, however the Company cannot predict the success of any security precautions.

The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected. The full functionality of the Tokens is not yet complete and no assurance can be provided of such completion.

Any third party that gains access to private keys associated with the Wallet may be able to gain access to the Wallet. Loss or destruction of such private keys may also be irreversible.

The value of USDC/ETH/BTC may drop significantly, depriving the Company of resources required to continue operation.

The Polygon network is still in a relatively early stage of development and is not completely proven. Any malfunction, flaws, breakdown or abandonment of the Polygon network may have a material adverse effect on the Tokens or the Service.

The Polygon network is expected to undergo a change in consensus protocol/algorithm. This represents a risk to the Token, including the utility of the Tokens for obtaining the Services, if methods are developed which render ineffective the new cryptographic consensus mechanism that will in the future underpin the Polygon network.

Advances in code cracking, or technical advances such as the development of quantum computing, may present risks to cryptocurrencies and the Company, which could result in the theft or loss of Tokens.

Token transactions are irrevocable and stolen or incorrectly transferred Tokens may be irretrievable. As a result, any incorrectly executed Token transactions could adversely affect the value of Tokens. Token transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the relevant blockchain. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Tokens or a theft of Tokens generally will not be reversible and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of Tokens.

**UNANTICIPATED RISKS: CRYPTOGRAPHIC TOKENS ARE A RELATIVELY NEW AND COMPARATIVELY UNTESTED TECHNOLOGY. IN ADDITION TO THE RISKS DISCUSSED HEREIN, THERE ARE RISKS THAT THE COMPANY CANNOT ANTICIPATE. FURTHER RISKS MAY MATERIALISE AS UNANTICIPATED COMBINATIONS OR VARIATIONS OF THE DISCUSSED RISKS OR THE EMERGENCE OF NEW RISKS.**

*The Purchaser hereby acknowledges that he has read the Risk Factors of the Agreement in full, understand all stated risks and accept them completely.*

***[End of Exhibit A to TOKEN PURCHASE AGREEMENT]***

**Exhibit B**

**MultiChain Index Assets**

**TARGET PROJECT FDVs (Fully Diluted Valuation) within the MultiChain Index**

TOKEN NAME	TOKEN TICKER	TARGET PROJECT FDV* (bln. US dollars)	TARGET PROJECT FDV level is reached at 50% (bln. US dollars)
Polygon	MATIC	\$250	\$125
Arbitrum	ARB	\$250	\$125
Optimism	OP	\$250	\$125
Avalanche	AVAX	\$200	\$100
Celo	CELO	\$15	\$7.5
Solana	SOL	\$600	\$300
Celestia	TIA	\$300	\$150
Aptos	APT	\$300	\$150
Sui	SUI	\$300	\$150
Sei	SEI	\$250	\$125

\*TARGET PROJECT FDV: Once the project target FDV is reached, this triggers the conversion of the asset within MultiChain Index into a stablecoin fully or in part as outlined in Section 2.6. and Section 2.7. of this Agreement. The Participant acknowledges and agrees that there may be risks associated with the execution of orders, including but not limited to potential order non-execution, slippage, and other market-related factors. Additionally, the Participant recognizes the inherent risk of market volatility, potential delays in order processing, and the impact of unexpected market conditions on the adjustment of the assets included in MCI Index. The target FDV will be tracked on Coinmarketcap.com and is denominated in US dollars.

***[End of Exhibit B to TOKEN PURCHASE AGREEMENT]***