

## **NOTICE TO PURCHASERS**

SEE ANNEX A FOR ADDITIONAL INFORMATION ABOUT THE RISK FACTORS INVOLVED IN THE PURCHASE OF THIS TPA AND THE TOKENS.

## **NOTICE TO RESIDENTS OF CANADA**

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY 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 THE UNITED KINGDOM**

IN THE UNITED KINGDOM 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): (i) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "FPO")); (ii) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO; (iii) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (iv) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THIS DOCUMENT HAS NOT BEEN APPROVED BY AN AUTHORIZED PERSON. 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 TO THE COMPANY, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON.

OPU LABS, LTD.

**TOKEN PURCHASE AGREEMENT**  
(International)

THIS CERTIFIES THAT in exchange for the payment by \_\_\_\_\_ (the “Purchaser”), of \_\_\_\_\_  ETH  BTC  LTC (the “Purchase Amount”) from Wallet Address \_\_\_\_\_ on or about \_\_\_\_\_, Opu Labs, Ltd., a British Virgin Islands limited company (the “Company”), hereby issues to the Purchaser the right to purchase a certain number of Opu Coins (the “Tokens”) at a price of \$0.029630 (the “Token Price”), subject to the terms and conditions set forth below.

1. **Events.**

(a) **Network Launch.** If there is a Network Launch before the expiration or termination of this instrument, the Company will deliver to the Purchaser, according to the procedures specified separately by the Company, a number of Tokens equal to the entire Purchase Amount divided by the Token Price. In connection with, as a condition to, and prior to the delivery of Tokens by the Company to the Purchaser pursuant to this Section 1(a), the Purchaser will (i) execute and deliver to the Company any and all other transaction documents related to this TPA as are reasonably requested by the Company, including verification of accredited investor status; and (ii) provide to the Company a network address to which Purchaser’s Tokens will be sent after the Network Launch. Notwithstanding any provision in this instrument to the contrary, in the event the Purchaser is not eligible to receive the Tokens under applicable law existing at the time such Tokens are ready to be distributed to the Purchaser after the Network Launch, the Company will, in lieu of sending the Tokens to the Purchaser, promptly pay to the Purchaser (as a general unsecured creditor) an amount equal to the Purchase Amount.

(b) **Dissolution Event.** If there is a Dissolution Event before this instrument expires or terminates, the Company will pay an amount equal to the Purchase Amount, due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event. As an obligation to a general unsecured creditor, the Purchase Amount will be paid prior and in preference to any distribution of any of the assets of the Company to holders of outstanding shares of capital by reason of their ownership thereof. If immediately prior to the consummation of the Dissolution Event, the assets of the Company legally available for distribution to the Purchaser and all holders of all other TPAs (the “Dissolving Purchasers”), as determined in good faith by the Company’s board of directors, are insufficient to permit the payment to the Dissolving Purchasers of their respective Purchase Amounts, then the entire assets of the Company legally available for distribution will be distributed with equal priority and pro rata among the Dissolving Purchasers in proportion to the Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b). Any distributed amounts shall be in U.S. Dollars per Section 3 below.

(c) **Termination.** This instrument will expire and terminate (without relieving the Company of any obligations arising from a prior breach of or non-compliance with this instrument) upon either (i) the delivery of Tokens to the Purchaser pursuant to Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 1(b).

2. **Definitions.**

“Opu Platform” means the blockchain system currently under development by the Company.

“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 (excluding a liquidity event), whether voluntary or involuntary.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

“Network Launch” is the date on which the Opu Platform has been publicly released by the Company and, in the Company’s sole and absolute discretion, has been sufficiently widely adopted by third-parties supporting the Opu Platform.

“Non-US Person” means an individual or entity who is not a “U.S. Person” (as defined by 17 C.F.R. 230.902, set forth in Annex B)

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“TPA” means an instrument containing a future right to Tokens, similar in form and content to this instrument, sold by the Company for the purpose of generating future revenue.

3. **Currency Treatment.** In the event that the Purchase Amount (or any portion thereof) is paid in any currency or property, including digital currencies, other than U.S. dollars, the value of the Purchase Amount (or the applicable portion thereof) shall be deemed to be, at the Company’s election (i) the U.S. dollar equivalent of such currency or property as of the date and time this instrument is executed by the Company as published on such exchange or exchanges as shall be determined in the sole discretion of the Company, or (ii) the U.S. dollar value, net of any exchange fees or costs, actually received by the Company upon exchange of such currency or property into U.S. dollars, or (iii) the Purchase Amount set forth at the top of this Agreement if such Purchase Amount is designated in U.S. dollars.

4. **Tax Treatment.** Each of the Company and the Purchaser agree to treat this instrument as a forward contract for U.S. federal, state and local income tax purposes, and will not take any position on any tax return, report, statement or other tax document that is inconsistent with such treatment, unless otherwise required by a change in law occurring after the date hereof, a closing agreement with an applicable tax authority or a final non-appealable judgment of a court of competent jurisdiction.

5. **Company Representations.**

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) 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 delivered to the Purchaser, has been duly authorized 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 certificate 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.

(c) 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 judgment, 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, license or authorization applicable to the Company, its business or operations.

(d) To the knowledge of the Company, 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.

(e) THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

(f) 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, licenses, 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.

## 6. **Purchaser Representations.**

(a) The Purchaser has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes 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.

(b) The Purchaser is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act. The Purchaser has been advised that this instrument has not been registered under the Securities Act, or any U.S. state securities laws and, therefore, cannot be transferred unless registered under the Securities Act and applicable U.S. state securities laws or unless an exemption from such registration requirements is available. The Purchaser is purchasing this instrument for its own account for investment, 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 investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

(c) The Purchaser is a Non-US Person and was outside the United States (i) at the time the offer to sell the TPA was received, and (ii) on the date this TPA was executed by Purchaser.

(d) The Purchaser, for the purpose of compliance with 17 C.F.R. 230.901 through 230.905 (“Regulation S”) represents, warrants, acknowledges, undertakes that:

(i) the offer and sale of the TPA to such Participant was made in an “offshore transaction” (as defined in Regulation S);

(ii) neither the Purchaser nor its affiliates or any persons acting on its or their behalf has engaged or will engage in any “directed selling efforts” (as defined in Regulation S);

(iii) the TPA has not been and will not be registered under the Securities Act, and may not be sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act, and the Company must refuse to register any transfer of the TPA not made in accordance with the provisions of Regulation S;

(iv) the Purchaser has not offered or sold, and will not offer and sell, the TPA in connection herewith, or otherwise, until one year after the later of the commencement of the offering and the date of the closing of the offering, except in accordance with Regulation S; and

(v) the Purchaser will not engage in hedging transactions with respect to the TPA unless in compliance with the Securities Act.

(e) The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of entering into this TPA and of purchasing Tokens.

(f) The Purchaser represents that it has adequate information on which to base its decision to purchase Tokens through this instrument and that the Purchaser has made and will make such investigation as Purchaser deems necessary or appropriate in connection with this TPA and the purchase of Tokens through this TPA. The Purchaser understands that information regarding the Tokens, the Network Launch and the Opu Platform may change from time to time or even become obsolete, that the Company is under no obligation to update any information provided to Purchaser, and that Purchaser is solely responsible for obtaining all such information at such times as Purchaser requires in making Purchaser’s decisions under this TPA. Except for the express representations and warranties of the Company under this instrument, the Company makes no, and the Purchaser is not relying upon any, representation or warranty, express or implied, of any kind.

(g) The Purchaser’s entry into this TPA complies with applicable laws and regulations in the Purchaser’s jurisdiction.

(h) The Purchaser understands that the Purchaser bears sole responsibility for any taxes as a result of the matters and transactions the subject of this instrument, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. To the extent permitted by law, the Purchaser agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the delivery of Tokens to the Purchaser pursuant to Section 1(a) of this instrument) associated with or arising from the Purchaser’s purchase of Tokens hereunder, or the use or ownership of Tokens.

(i) The Purchaser is not (i) a citizen or resident of a geographic area in which use of cryptographic 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, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. If the Purchaser's country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Company.

(j) The Purchaser will not use the Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction, including, but not limited to, use of the Tokens in connection with transactions that violate U.S. federal or state securities or commodity laws.

(k) The Purchaser understands there is no guarantee that a Network Launch and distribution of Tokens will occur at any particular time or at all.

(l) 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. If the Purchaser transfers Tokens into another wallet or vault, 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.

## 7. Miscellaneous.

(a) This instrument is one of a series of TPAs issued in a series of multiple closings to certain persons and entities by the Company from time to time (collectively, the "TPAs"); provided that each TPA instrument shall be offered and sold on substantively the same terms. Any provision of this instrument, or of any of the TPAs, may be amended, waived or modified only upon the written consent of the Company and the holders representing a majority in aggregate purchase amount paid to the Company with respect to all outstanding TPAs at the time of such amendment, waiver or modification.

(b) 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 relating to the subject matter hereof.

(c) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(d) 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 venture capital 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, (i) in connection with a reincorporation to change the Company's domicile,

corporate form or a transfer by way of continuation of the company to another jurisdiction or (ii) to either a wholly-owned subsidiary of the Company or a Designated Non-profit Foundation.

(e) 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.

(f) The Purchaser shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this instrument and give effect to the transactions contemplated by this instrument, including, without limitation, to enable the Company or the transactions contemplated by this instrument to comply with applicable laws.

(g) The Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this instrument, for any failure or delay in fulfilling or performing any term of this instrument when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest; (iv) change in or application of law; or (v) action by any Governmental Authority.

(h) All rights and obligations hereunder will be governed by the laws of the British Virgin Islands, without regard to the conflicts of law provisions of such jurisdiction.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

**THE COMPANY:**

OPU LABS, LTD.

By: Marc Bookman

Name: Marc Bookman

Title: CEO

Email: marc@opulabs.com

Ethereum (ETH) Wallet:

0x81C6019fB74b054962B65EA626531De05501fC0B

Bitcoin (BTC) Wallet:

3FdnnuxRzUi66cMXffuh4yqvaWFygMRhTg

Litecoin (LTC) Wallet:

LQKTnECcxpR3vSg6cni1ybqZxBU3RgPSE1

**THE PURCHASER:**

\_\_\_\_\_  
(PRINT NAME)

By: \_\_\_\_\_  
(Signature)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_



## ANNEX A

### **RISK FACTORS**

*You should carefully consider and evaluate each of the following risk factors and all other information contained in the Terms before deciding to participate in the Token Pre-Sale. To the best of the Company's knowledge and belief, all risk factors which are material to you in making an informed judgement to participate in the Token Pre-Sale have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, the business, financial position and/or results of operations of the Company and the development, maintenance and level of usage of the Opu Platform could be materially and adversely affected. In such cases, the trading price of Tokens (in the case where they are listed on a cryptocurrency exchange) could decline due to any of these considerations, uncertainties or material risks, and you may lose all or part of your Tokens.*

### **RISKS RELATING TO PARTICIPATION IN THE TOKEN PRE-SALE**

***There is no prior market for Tokens and the Token Pre-Sale may not result in an active or liquid market for the Tokens.***

Prior to the Token Pre-Sale, there has been no public market for the Tokens. In the event that the Tokens are traded on a cryptocurrency exchange, there is no assurance that an active or liquid trading market for the Tokens will develop or if developed, be sustained after the Tokens have been made available for trading on such cryptocurrency exchange. There is also no assurance that the market price of the Tokens will not decline below the Purchase Price. The Purchase Price may not be indicative of the market price of the Tokens after they have been made available for trading on a cryptocurrency exchange.

A Token is not a currency issued by any central bank or national, supra-national or quasi-national organization, nor is it backed by any hard assets or other credit. The Company is not responsible for nor does it pursue the circulation and trading of Tokens on the market. Trading of Tokens merely depends on the consensus on its value between the relevant market participants, and no one is obliged to purchase any Token from any holder of the Token, including the purchasers, nor does anyone guarantee the liquidity or market price of Tokens to any extent at any time. Accordingly, the Company cannot ensure that there will be any demand or market for Tokens, or that the Purchase Price is indicative of the market price of Tokens after they have been made available for trading on a cryptocurrency exchange.

***Future sales of the Tokens could materially and adversely affect the market price of Tokens.***

Any future sale of the Tokens (which were not available for pre-sale in the Token Pre-Sale) would increase the supply of Tokens in the market and this may result in a downward price pressure on the Token. The sale or distribution of a significant number of Tokens outside of the Token Pre-Sale, or the perception that such further sales or issuance may occur, could adversely affect the trading price of the Tokens.

***Negative publicity may materially and adversely affect the price of the Tokens.***

Negative publicity involving the Company, the Opu Platform, the Tokens or any of the key personnel of the Company may materially and adversely affect the market perception or market price of the Tokens, whether or not such negative publicity is justified.

***There is no assurance of any success of the Opu Platform.***

The value of, and demand for, the Tokens hinges heavily on the performance of the Opu Platform. There is no assurance that the Opu Platform will gain traction after its launch and achieve any commercial success.

The Opu Platform has not been fully developed, finalized and integrated and is subject to further changes, updates and adjustments prior to its launch. Such changes may result in unexpected and unforeseen effects on its projected appeal to users, and hence impact its success.

While the Company has made every effort to provide a realistic estimate, there is also no assurance that the cryptocurrencies raised in the Token Pre-Sale will be sufficient for the development and integration of the Opu Platform. For the foregoing or any other reason, the development and integration of the Opu Platform may not be completed and there is no assurance that it will be launched at all. As such, distributed Tokens may hold little worth or value, and this would impact its trading price.

***The trading price of the Tokens may fluctuate following the Token Pre-Sale.***

The prices of cryptographic tokens in general tend to be relatively volatile and can fluctuate significantly over short periods of time. The demand for, and correspondingly the market price of, the Tokens may fluctuate significantly and rapidly in response to, among others, the following factors, some of which are beyond the control of the Company:

- (a) new technical innovations;
- (b) analysts' speculations, recommendations, perceptions or estimates of the Token's market price or the Company's financial and business performance;
- (c) changes in market valuations and token prices of entities with operations similar to that of the Company that may be made available for sale and purchase on the same cryptocurrency exchanges as the Tokens;
- (d) announcements by the Company of significant events, for example partnerships, sponsorships, new product developments;
- (e) fluctuations in market prices and trading volume of cryptocurrencies on cryptocurrency exchanges;
- (f) additions or departures of key personnel of the Company;
- (h) success or failure of the Company's management in implementing business and growth strategies; and
- (i) changes in conditions affecting the blockchain or financial technology industry, the general economic conditions or market sentiments, or other events or factors.

***The funds raised in the Token Pre-Sale are exposed to risks of theft.***

The Company will make every effort to ensure that the funds received from the Token Pre-Sale will be securely held at the Designated Address. Further, upon receipt of the funds, the Company will make every effort to ensure that the funds received will be securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and "selfish-mining" attacks), sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the Pre-Sale Website, Designated Address, the Bitcoin blockchain, Ethereum blockchain, or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. In such event,

even if the Token Pre-Sale is completed, the Company may not be able to receive the cryptocurrencies raised and the Company may not be able to utilize such funds for the development of the Opu Platform, and the launch of the Opu Platform might be temporarily or permanently curtailed. As such, the issued Tokens may hold little worth or value, and this would impact its trading price. The Tokens are uninsured, unless you specifically obtain private insurance to insure them. In the event of any loss or loss of value, you may have no recourse.

## **RISKS RELATING TO THE DIGITAL WALLET**

***The loss or compromise of information relating to your cryptocurrency or other digital wallet may affect your access and possession of the Tokens.***

Your access to the Tokens in your cryptocurrency or other digital wallet (“Digital Wallet”) depends on, among other things, the safeguards to the information to such Digital Wallet, including but not limited to the user account information, address, private key and password. In the event that any of the foregoing is lost or compromised, your access to the Digital Wallet may be curtailed and thereby adversely affecting your access and possession to the Tokens, including such Tokens being unrecoverable and permanently lost.

***The Digital Wallet or Digital Wallet service provider may not be technically compatible with the Tokens.***

The Digital Wallet or Digital Wallet service provider may not be technically compatible with the Tokens which may result in the delivery of Tokens being unsuccessful or affect your access to such Tokens.

## **RISKS RELATING TO THE COMPANY**

***The Opu Platform is operated and maintained by the Company. Any events or circumstances which adversely affect the Company may have a corresponding adverse effect on the Opu Platform if such events or circumstances affect the Company’s ability to maintain the Opu Platform. This would correspondingly have an impact on the trading price of the Tokens.***

***The Company may be materially and adversely affected if it fails to effectively manage its operations as its business develops and evolves, which would have a direct impact on its ability to maintain the Opu Platform and consequently the trading price of the Tokens.***

The financial technology and cryptocurrency industries and the markets in which the Company competes have grown rapidly and continue to grow rapidly and evolve in response to new technological advances, changing business models and other factors. As a result of this constantly changing environment, the Company may face operational difficulties in adjusting to the changes, and the sustainability of the Company will depend on its ability to manage its operations, adapt to technological advances and market trends and ensure that it hires qualified and competent employees, and provide proper training for its personnel. As its business evolves, the Company must also expand and adapt its operational infrastructure. The Company’s business relies on its blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart-contract technology, and to manage technical support infrastructure for the Opu Platform effectively, the Company will need to continue to upgrade and improve its data systems and other operational systems, procedures and controls. These upgrades and improvements will require a dedication of resources, are likely to be complex and increasingly rely on hosted computer services from third parties that the Company does not control. If the Company is unable to adapt its systems and organization in a timely, efficient and cost-effective manner to accommodate changing circumstances, its business, financial condition and results of operations may be adversely affected. If the third parties whom the Company relies on are subject to a security breach or

otherwise suffer disruptions that impact the services the Company utilizes, the integrity and availability of its internal information could be compromised, which may consequently cause the loss of confidential or proprietary information, and economic loss. The loss of financial, labor or other resources, and any other adverse effect on the Company's business, financial condition and operations, would have a direct adverse effect on the Company's ability to maintain the Opu Platform. As the Opu Platform is the main product to which the Tokens relate, this may adversely impact the trading price of the Tokens.

***The Company may experience system failures, unplanned interruptions in its platform or services, hardware or software defects, security breaches or other causes that could adversely affect the Company's infrastructure and/or the Opu Platform.***

The Company is unable to anticipate when there would be occurrences of hacks, cyber-attacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and "selfish-mining" attacks), distributed denials of service or errors, vulnerabilities or defects in the Opu Platform, the Tokens, the Designated Addresses, the Digital Wallet or any technology (including but not limited to smart-contract technology) on which the Company, the Opu Platform, the Tokens, the Designated Addresses and the Digital Wallet relies or on the Bitcoin blockchain, Ethereum blockchain or any other blockchain. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. The Company may not be able to detect such hacks, mining attacks (including but not limited to double-spend attacks, majority-mining-power attacks and "selfish-mining" attacks), cyber-attacks, distributed denials of service errors vulnerabilities or defects in a timely manner and may not have sufficient resources to efficiently cope with multiple service incidents happening simultaneously or in rapid succession.

The Company's platform or services, which would include the Opu Platform, could be disrupted by numerous events, including natural disasters, equipment breakdown, network connectivity downtime, power losses, or even intentional disruptions of its services, such as disruptions caused by software viruses or attacks by unauthorized users, some of which are beyond the Company's control. Although the Company has taken steps against malicious attacks on its appliances or its infrastructure, which are critical for the maintenance of the Opu Platform and its other services, there can be no assurance that cyber-attacks, such as distributed denials of service, will not be attempted in the future, and that any of the Company's enhanced security measures will be effective. The Company may be prone to attacks on its infrastructure intended to steal information about its technology, financial data or user information or take other actions that would be damaging to the Company and users of the Opu Platform. Any significant breach of the Company's security measures or other disruptions resulting in a compromise of the usability, stability and security of the Company's network or services (including the Opu Platform) may adversely affect the trading price of the Tokens.

***We are dependent in part on the location and data center facilities of third parties.***

The Company's infrastructure network is in part established through servers that which it owns and houses at the location facilities of third parties, and servers that it rents at data center facilities of third parties. If the Company is unable to renew its data facility lease on commercially reasonable terms or at all, the Company may be required to transfer its servers to a new data center facility and may incur significant costs and possible service interruption in connection with the relocation. These facilities are also vulnerable to damage or interruption from, among others, natural disasters, arson, terrorist attacks, power losses, and telecommunication failures. Additionally, the third-party providers of such facilities may suffer a breach of security as a result of third-party action, employee error, malfeasance or otherwise, and a third party may obtain unauthorized access to the data in such servers. As techniques used to obtain unauthorized access to, or to sabotage systems change frequently and generally are not recognized until launched against a target, the Company and the providers of such facilities may be unable to anticipate these techniques or to

implement adequate preventive measures. Any such security breaches or damages which occur which impact upon the Company's infrastructure network and/or the Opu Platform may adversely impact the price of the Tokens.

***General global market and economic conditions may have an adverse impact on the Company's operating performance, results of operations and cash flows.***

The Company has been and could continue to be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time, contributed, and may continue to contribute, to slowdowns in the information technology industry at large. Weakness in the economy could have a negative effect on the Company's business, operations and financial condition, including decreases in revenue and operating cash flows. Additionally, in a down-cycle economic environment, the Company may experience the negative effects of increased competitive pricing pressure and a slowdown in commerce and usage of the Opu Platform. Suppliers on which the Company relies for servers, bandwidth, location and other services could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the Company's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant adverse impact on the Company's business, financial condition and results of operations and hence the Opu Platform, which would correspondingly impact the trading price of the Tokens.

***The Company or the Tokens may be affected by newly implemented regulations.***

Cryptocurrency trading is generally unregulated worldwide, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern cryptocurrency or cryptocurrency markets. The Company or the Tokens may be affected by newly implemented regulations relating to cryptocurrencies or cryptocurrency markets, including having to take measures to comply with such regulations, or having to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost and may also require substantial modifications to the Opu Platform. This may impact the appeal of the Opu Platform for users and result in decreased usage of the Opu Platform. Further, should the costs (financial or otherwise) of complying with such newly implemented regulations exceed a certain threshold, maintaining the Opu Platform may no longer be commercially viable and the Company may opt to discontinue the Opu Platform and/or the Tokens. Further, it is difficult to predict how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting distributed ledger technology and its applications, including the Opu Platform and the Tokens. The Company may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction or makes it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the trading price of Tokens will be adversely affected, or Tokens may cease to be traded.

***There may be unanticipated risks arising from the Tokens.***

Cryptographic tokens such as the Tokens are a relatively new and dynamic technology. In addition to the risks included in this Annex, there are other risks associated with your purchase, holding and use of the Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex.

## **OTHER RISKS**

***The Tokens are subject to risks associated with the Ethereum blockchain.***

Because the Tokens are based on the Ethereum blockchain, any malfunction, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens, including the utility of the Tokens, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum blockchain, or attacks by miners in the course of validating Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority-mining-power attacks, and selfish-mining attacks.

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

Tax treatment and characterization of the Tokens is uncertain. You must seek your own tax advice in connection with purchasing the Tokens, which may result in adverse tax consequences to you, including withholding taxes, income taxes, indirect taxes and tax reporting requirements.

## ANNEX B

### Definition of “U.S. Person”

- (1) Any natural person resident in the United States;
- (2) Any partnership or corporation organized or incorporated under the laws of the United States;
- (3) Any estate of which any executor or administrator is a U.S. person;
- (4) Any trust of which any trustee is a U.S. person;
- (5) Any agency or branch of a foreign entity located in the United States;
- (6) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (7) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
- (8) Any partnership or corporation if: (i) organized or incorporated under the laws of any foreign jurisdiction; and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by “accredited investors” who are not natural persons, estates or trusts.<sup>1</sup>

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<sup>1</sup> For further clarification, the following are not deemed to be “U.S. persons” under Regulation S of the Act: (i) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States; (ii) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if: (A) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and (B) The estate is governed by foreign law; (iii) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (iv) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (v) Any agency or branch of a U.S. person located outside the United States if: (A) The agency or branch operates for valid business reasons; and (B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (vi) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.