

**Security Token Purchase Agreement
PowerShift Properties, DAO LLC.**

Date: 06/01/2022

Number: _____

This Security Token Purchase Agreement (hereinafter - the “Agreement” or “STPA”) contains terms and conditions governing the purchase of Security Tokens, a Polygon blockchain asset that is programmed using a smart contract compatible with the Polygon blockchain (the “Token”). This Agreement further defines your rights and obligations with respect to the equity purchased in the form of these Security Tokens. For the avoidance of doubt, PowerShift Properties, DAO LLC Security Tokens (also referred to as equity tokens) represent equity membership interests in the limited liability company.

This Agreement is between (“Purchaser”) and PowerShift Properties, DAO LLC incorporated in the State of Wyoming USA, registration number 2022-001088771 having its registered office at 8903 Elm Drake Ln Humble, TX 77338, USA (the “Company”). The Company operates as a legally anchored For-Purpose Enterprise (as developed by encode.org llc) whereby authority is transparently and systemically delegated across key Company functions: Legal Liability, Capital Matters (Treasury), Operations, and Labor (People). The Company is offering the opportunity to purchase equity via a Security Token smart contract issued on the Polygon blockchain network, each Security Token represents one (1) membership interest of PowerShift Properties, DAO LLC, at a par value of \$10USD per membership interest. Purchaser and Company are herein referred to individually as a “Party” and collectively as the “Parties” agree on the following.

1. DEFINITIONS

“**Company IP**” means all the tangible and intangible intellectual property rights which the Company holds in relation to its goods and services provided under this Agreement or in course of any other agreement. The full scope of all possible intellectual property rights under applicable law and all valid international treaties relates to the following objects, but are not limited to: trademarks, copyrights, patents for inventions, utility models, industrial designs, and know-how.

“**Effective Date**” – date of execution of this Agreement.

“**Date of offering**” - date from which the period for raising “Soft Cap” should be counted.

“Sale period” – period which is expected to commence on June 1, 2022, and run through December 31 2022 during which the Company will enter into this Agreement with selected Purchasers identified by the Company.

“Hard Cap” - the largest amount (5,500,000 USD) that is supposed to be taken for the project. Upon reaching this amount the Security Token Offering is completed.

“Soft Cap” - the minimum amount (750,000 USD) which needs to be raised for launching the Security Token Offering.

“Tokens Transferability (Lock-up period)” - Tokens will be entirely non-transferrable or re-sellable prior to the conclusion of the sale.

"Offering Memorandum" means the Company's confidential private placement offering memorandum as may be further amended or supplemented from time to time, regarding the PowerShift Properties, DAO LLC Security Tokens.

“DAO” - a decentralized autonomous organization, which in accordance with the current legislation of the state of Wyoming (USA) section-17-31-104 is a limited liability company formed under the Wyoming Limited Liability Company Act, W.S. 17-29-101 through 17-291102 whose articles of organization contain a statement that the company is a decentralized autonomous organization. A statement in the Articles of Organization defines the DAO as a member-managed decentralized autonomous organization.

“FPE” or **“For Purpose Enterprise”** is an outward expression of purpose that integrates the perspectives of the enterprise’s investors, its people, and its work with clear agreements and exchanges to the outside world, including customers, clients, general marketplace, or other interested parties who may be impacted by the FPE’s activities.

“Constitution” means the Holacracy Constitution v5.0 as published by HolacracyOne, LLC

“Holacracy” means the organizational governance system known as "Holacracy" and is registered as a trademark of HolacracyOne, LLC.

“Due Governance” means the rules, processes, and structures specified in the Constitution as applied in

any given circumstance.

“**Investor Context**” means a sub-category of Legal Context, referring to the collection of Members in their capacity as financial investment stakeholders within the broader Legal Context.

“**Legal Context**” means one of the three main contexts of an FPE referring to the legal, liability, regulatory, tax, capital structures, and the Investor Context.

“**Equity token**” - is a blockchain token that grants voting and management power to its users. Through equity tokens, can vote on proposals that are related to Company's DAO LLC. According to this document, it is a token that is subject to purchasing in this STPA.

"**Token Transfer**" means the transfer of the Tokens from the Company's Polygon wallet address to the Purchaser's Polygon wallet address.

“**User Credentials**” - as described further herein.

“**Wallet**” or “**Polygon wallet**” - as described further herein.

“**Token Receipt Address**” - as described further herein.

“**Token Deposit Address**” - as described further herein.

2. DISCLAIMERS

THIS AGREEMENT AND ANY TOKENS WHEN TRANSFERRED PURSUANT TO IT, HAVE NOT BEEN ARE NOT BUT MAYBE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF CONFIRMS ITS ELIGIBILITY AS IT IS

DESCRIBED BELOW.

LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION. IN ADDITION, THE COMPANY WILL REQUIRE, PRIOR TO ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (III), THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO THE COMPANY AND THE COMPANY'S TRANSFER AGENT, IF ANY.

THE HOLDER OF THIS SECURITY OR TOKEN BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS SECURITY OR TOKEN CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2) (A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS SECURITY OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.

THE COMPANY RESERVES THE RIGHT TO CHANGE TERMS OF TOKEN PURCHASING UNDER THE PRESENT STPA AT ANY TIME ON ITS OWN DISCRETION.

THIS CERTIFIES THAT in exchange for the payment by the undersigned Purchaser of the Purchase Price on or about the Effective Date, the Company (and/or any successor thereto), hereby issues to

Purchaser the right (the “Right”) to acquire, if, as and when issued by the Company in a Token Launch, a number of the Company's membership interests, in the amounts, forms and on the terms described further herein.

THE EQUITY TOKENS MAY HAVE NO RIGHTS, USES OR ATTRIBUTES OUTSIDE OF THE POWERSHIFT PROPERTIES, DAO LLC ECOSYSTEM.

THE EQUITY TOKENS MAY HAVE NO VALUE OUTSIDE OF THE POWERSHIFT PROPERTIES, DAO LLC ECOSYSTEM.

THE EQUITY TOKENS OFFERING WILL LAST UNTIL REACHING HARD CAP OR THE END OF SALE PERIOD.

THE COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL THE EQUITY TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS OWN DISCRETION.

THE PURCHASER ACKNOWLEDGES THAT HE IS FULLY AWARE THAT HE WILL NOT BE ENTITLED TO CLAIM ANY FULL OR PARTIAL REIMBURSEMENT UNDER ANY CIRCUMSTANCES WHATSOEVER, EXCEPT IN THE CASE THAT THE COMPANY DO NOT MEET THE SOFT CAP AMOUNT.

THE PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE PROCEEDS FROM THE SALE OF THE EQUITY TOKENS WILL BE UTILIZED BY THE COMPANY IN ITS OWN DISCRETION.

THE COMPANY HAS PREPARED THE OFFERING MEMORANDUM, AS MAY BE AMENDED FROM TIME TO TIME UPON A COMPANY'S SOLE DISCRETION. PURCHASER HAS READ AND UNDERSTANDS THE OFFERING MEMORANDUM AND ITS CONTENTS.

THE PURCHASER CAREFULLY READS ALL RISKS SET FORTH IN SECTION 8 AND AGREES TO UNDERTAKE ALL THESE RISKS.

3. ELIGIBILITY

3.1. In order to be eligible to participate in the Token purchase, you have to provide personal information as requested during the registration and identity verification process on the dashboard at psproperties.io (your “User Credentials”).

3.2. You must also have a wallet or other storage mechanism (“Wallet”) that supports the Polygon token standard in order to receive any Tokens you purchase from us and provide the address for your

Wallet (the “Token Receipt Address”). We reserve the right to prescribe additional guidance regarding specific requirements with respect to a storage mechanism for the Tokens. You must have the ability to send Polygon to the address that we provide (the “Token Deposit Address”).

3.3. A U.S. resident Purchaser must be qualified as an “accredited investor” (as defined in Regulation D under the Securities Act 1933).

4. TOKENS

4.1. Characteristics of Tokens:

- Equity Tokens in the form of LLC’s membership interests;
- are transferable on the terms of private placement in a peer-to-peer (“P2P”) and Liquidity Pool (LP) on Decentralized exchanges (DEX), structure and are subject to the lock-up period described in Offering Memorandum.

4.2. The Company will transfer to Purchaser a number of units of the Token equal to the Token Amount specified herein. In connection with and prior to the transfer of Tokens by the Company to Purchaser:

4.2.1. Purchaser will execute and deliver to the Company any and all other transaction documents related to this STPA as are reasonably requested by the Company; and

4.2.2. Purchaser will provide to the Company a Polygon wallet address to which Purchaser’s Tokens will be allocated.

4.3. Terms and Conditions. Upon the Token transfer, the common Stock represented in the form of the Tokens will have the rights, powers, preferences, restrictions, and limitations thereon, described in the Offering Memorandum.

4.4. Restrictions on Transferability. All Tokens (including the shares of Membership Units represented in their form) acquired pursuant to this STPA will be subject to the restrictions on transferability and resale described in the Offering Memorandum, which respective section is incorporated herein by reference.

4.5. Withdrawal Rights. Purchaser will have the rights set forth in the Offering Memorandum, in which the relevant section is incorporated herein by reference.

4.6. Termination. This STPA will expire and terminate upon either:

- where the Offering Memorandum expires;

- where the Offering Memorandum is withdrawn;
- where the Hard Cap is reached;
- where the 12-months period expires and the Company enables token transfer;
- where the Maturity Date is reached;

In case of termination caused by the expiry of Offering Memorandum or withdrawal thereof, all funds received in connection with the Offering from such purchasers will be promptly returned to the respective purchasers without interest rate. Such refund will be paid in the same currency and in the same amount with the exclusion of transaction fees and any other applicable fees. In case the Offering lasts till the end of the sale period and meets the Hard Cap, all funds received in connection with the Offering from such purchasers will be promptly returned to the respective purchasers along with the interest rate as described in the Offering Memorandum.

TERMS OF PAYMENT

4.7. In consideration of the grant of the Right by the Company to Purchaser, Purchaser will pay the Purchase Price to the Company in accordance with the STPA and/or Offering Memorandum. An amount of the Purchase Price equal to USD 10 or equivalent in other applicable currency, as defined below, multiplied by the Token Amount shall be deemed a prepayment for the transfer of the token pursuant to the terms of this STPA. The first 50,000 tokens will be sold with 20% discount wherein the Purchase Price will be equal to USD 8 or equivalent in other applicable currency.

4.8. In case of payment using cryptocurrency:

4.8.1. After the Purchaser selects and confirms the Purchase amount on the appropriate web page of the Company's digital securities dashboard (hereinafter - the "DS Dashboard") he/she will be asked to insert his/her cryptocurrency wallet address and click the confirmation button. After that, the funds in the set amount equal to the amount in appropriate fiat currency will be transferred to the Company's cryptocurrency wallet address and the Company will transfer the required amount of equity Tokens to your indicated cryptocurrency wallet address.

4.9. In case of the payment via wire transfer:

4.9.1. After Purchaser selects and confirms the Purchase amount, the Company will issue a respective invoice which must be settled by the Purchaser within 5 (five) business days of its

receipt. In case of failure to settle the invoice within the mentioned period, the transaction will be dismissed and the Purchaser will need to set up his order for purchase again.

4.9.2 After a Purchaser settles the respective invoice the Company transfers an equivalent amount of Tokens to the Purchaser's Ethereum wallet address.

5. COMPANY REPRESENTATIONS AND WARRANTIES

5.2. The Company represents and warrants to Purchaser, as of the Effective Date, as follows:

5.2.2. 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.

5.2.3. The execution, delivery, and performance by the Company of this STPA are within the power of the Company and, other than with respect to the actions to be taken when Tokens are to be authorized and transferred to Purchaser, has been duly authorized by all necessary actions on the part of the Company. This STPA 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.

5.2.4. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this STPA 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.

5.2.5. To the knowledge of the Company, no consents or approvals are required in connection with the performance of this STPA, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; (iii) any filings with the Secretary of State of the Company's State of incorporation, or equivalent agency, in connection with the designation of the membership interests represented by the Tokens; and (iv) necessary

corporate approvals for the authorization of membership interest represented by the Tokens and transferrable pursuant to Section 1 herein.

- 5.2.6. 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; 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.

6. ADDITIONAL REPRESENTATIONS AND WARRANTIES REGARDING ANTI-MONEY LAUNDERING & ANTI-BRIBERY

6.2. By transacting in equity Tokens and accessing our Services, you agree that no payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to:

- 6.2.2. the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism;
- 6.2.3. the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury as a money laundering; or
- 6.2.4. directly or indirectly supporting any other illegal activities.

6.3. By transacting in equity Tokens and accessing our Services, you further agree that all payments or other transfers of value to the Company by you will be made through an account located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value.

6.4. In the event that you or the source of the funds for the equity Tokens, receives deposits from, makes payments to, or conducts transactions relating to a non-U.S. banking institution (a “Non-U.S. Bank”) in connection with the acquisition of Tokens, the Non-U.S. Bank:

- 6.4.2. has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities;
 - 6.4.3. employs one or more individuals on a full-time basis;
 - 6.4.4. maintains operating records related to its banking activities;
 - 6.4.5. is subject to inspection by the banking authority that licensed it to conduct banking activities;
- and

6.4.6. does not provide banking services to any other Non- U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

6.5. You acknowledge that pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire a Token before, and from time to time after, the date of this Agreement. You further agree that no payment or other transfer of value to the Company and no payment or other transfer of value to you shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, anti-bribery or anti-boycott laws or regulations.

7. PURCHASER REPRESENTATIONS AND WARRANTIES

7.2. In addition to the eligibility criteria set forth herein, Purchaser represents and warrants to the Company, as of the Effective Date and the date of the equity Token transfer, as follows:

7.2.2. Purchaser has full legal capacity, power, and authority to execute and deliver this STPA and to perform his, her, or its obligations hereunder. This STPA constitutes the valid and binding obligation of 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.

7.2.3. Purchaser is acting for his, her or its own account, and Purchaser has made his, her or its own independent decisions regarding his, her or its investment and to whether the investment is appropriate or proper for him, her or it based solely upon his, her or its own judgment and upon advice from such advisors as Purchaser has deemed necessary. Purchaser is not relying on any communication (written or oral) from the Company as investment advice or as a recommendation to make an investment, it being understood that the Offering Memorandum and this STPA and any explanations related to the Offering Memorandum and this STPA will not be considered investment advice or a recommendation to make an investment. No communication (written or oral) received from the Company will be deemed to be an assurance or guarantee as to the expected results of the investment.

7.2.4. Purchaser has made his, her or its own investigation and evaluation of this STPA and the equity Tokens, including the risks involved in an investment in this STPA and the Tokens. In making such investigation and evaluation, Purchaser has been provided with, and has

carefully reviewed, the Offering Memorandum and has consulted with his, her or its own legal, financial, and tax advisors as to the merits and risks of investments under this STPA.

7.2.5. Other than as set forth in the Offering Memorandum and this STPA as having been authorized by the Company, Purchaser has not relied on any statements concerning the Company, this STPA or the equity Tokens.

7.2.6. Purchaser has read each of the representations, warranties, acknowledgments, confirmations, and agreements contained herein and understands, and agrees, that Purchaser is deemed to have made such representations, warranties, acknowledgments, confirmations, and agreements for the benefit of the Company under this STPA.

7.2.7. Purchaser has been advised that this STPA is non-transferable and that the equity Tokens to be transferred pursuant hereto cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available (and subject to such other transfer restrictions as may be set forth in the Offering Memorandum). Purchaser is purchasing these Tokens at 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 Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.

7.2.8. Purchaser has knowledge and experience in financial and business matters such that Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing Purchaser's financial condition, and is able to bear the economic risk of such investment for an indefinite period of time.

7.3. Except as expressly set forth in this STPA, the purchaser acknowledges that it has not relied upon any representation or warranty and disclaims any reliance (including as to the accuracy or completeness of any information provided by or on behalf of the company) on any statement made, or any information provided, by the company, or any other person on the company's behalf.

8. LIMITATIONS OF LIABILITY

8.2. The company's aggregate liability arising out of or related to this STPA, whether arising out of or related to breach of contract, tort or otherwise will not exceed the total of the amounts paid to the company under this STPA.

8.3. The Company is not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from failure to provide a token receipt address or providing an inaccurate

or incomplete token receipt address.

8.4. Neither the company nor its directors, officers, employees or agents shall be liable for any special, exemplary, punitive, incidental, indirect or consequential damages or lost revenues, lost profits or diminution in value or any other similar damages or losses, in each case arising out of, relating to or resulting from this STPA.

8.5. The equity Tokens may be utilized on various third-party platforms, e.g. the exchanges where transaction fees apply. Note, that you may lose part of your equity Tokens on such transaction, therefore, you may lose part of your investments.

9. TAXES

9.2. The Purchase Price that the Purchaser pays for equity Tokens is exclusive of all applicable taxes. Purchaser is solely responsible for determining what, if any, taxes apply to its transaction, including, for example, sales, use, value-added, and similar taxes. It is also the Purchaser's 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 sales, use, value-added or similar taxes arising from Purchaser's purchase of equity Tokens.

9.3. Purchaser agrees not to hold the Company or any of its affiliates liable for any tax liability associated with or arising from the obtaining of equity Tokens, or any other action or transaction related to the utilization of the Company's services in this regard.

10. INTELLECTUAL PROPERTY RIGHTS

10.2. We retain all right, title, and interest in all of our intellectual property (the "Company IP"), including inventions, designs, discoveries, processes, marks, methods, compositions, formulae, techniques, know-how, information, and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon, and we retain all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future, as well as all applications, extensions, and renewals in relation to such rights. You may not use any of the Company IP for any reason, except with our express, prior, written consent which may be revoked by us, and you are not entitled, for any purpose, to any of the Company IP.

10.3. We shall at all times retain ownership, including all rights, title, and interests in and to the Company IP, and you understand and accept that by obtaining Tokens pursuant to this Agreement, you shall not:

10.3.2. Acquire or otherwise be entitled to any Company IP;

10.3.3. Make a claim in respect of any Company IP or any other equivalent rights; or

10.3.4. Use, attempt to use, copy, imitate or modify (whether in whole or in part) any Company IP, except with our prior written consent.

11. MISCELLANEOUS

11.2. This STPA 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.

11.3. Any provisions of this STPA may be amended or modified only upon the written consent of the Parties and shall be executed in a separate annex or additional agreement.

11.4. Any waiver at any time by any Party under this STPA, or with respect to any other matters arising in connection with this STPA, will not be deemed to be a waiver with respect to any subsequent matter. Any waiver under this STPA must be in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this STPA will operate or shall be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.5. Any notice required or permitted by this STPA will be deemed to have been delivered when sent by email to the relevant address listed on the signature page, which address may be subsequently modified by email notice.

11.6. Purchaser is entitled as a holder of security tokens to voting rights. Purchaser is entitled to receive dividends or be deemed the holder of capital stock of the Company.

11.7. Purchaser will have no legal or equitable rights, interests, or claims in or to any specific property or assets of the Company as a result of this STPA. To the extent that Purchaser acquires a right to receive any payment from the Company in connection with this STPA, such right shall be no greater than the right of an unsecured general creditor of the Company.

11.8. Neither this STPA 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 Party, except that the Company may assign this STPA, without the consent of Purchaser, in connection with a reincorporation by merger, conversion, domestication or otherwise to change the Company's domicile. Any assignment in contravention of the provisions of this Section will be null and void.

11.9. In the event any one or more of the provisions of this STPA 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 STPA operate or would prospectively operate to invalidate this STPA, 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 STPA and the remaining provisions of this STPA will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

11.10. All rights and obligations hereunder will be governed by the laws of the State of Wyoming, without regard to the conflicts of law provisions of such jurisdiction. The state or federal courts located in Wyoming will have exclusive jurisdiction over any dispute arising out of this STPA or the transactions contemplated hereunder, and the Parties hereby submit to the personal jurisdiction of such courts.

11.11. Each of the parties hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this STPA or the transactions contemplated hereunder.

11.12. Purchaser will, and will 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 the Company to carry out the provisions of this STPA and give effect to the transactions contemplated by this STPA, including, without limitation, to enable the Company or the transactions contemplated by this STPA to comply with applicable laws.

IN WITNESS WHEREOF, the undersigned has caused this STPA to be duly executed and delivered after typing Purchaser’s First and Last Name in the form provided at the end of this STPA.

Purchaser Signature Date

Printed Name