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**COMMONWEALTH FOUNDATION LTD.**  
**SAFT**  
**(Simple Agreement for Future Tokens)**

“**Purchase Amount**”  
\_\_\_\_\_ USD

“**Purchase Price**”  
\_\_\_\_\_ USD per Token

“**Number/Percent of Tokens**”  
\_\_\_\_\_

THIS CERTIFIES THAT, in exchange for the payment by the undersigned purchaser (the “**Purchaser**”) of the Purchase Amount on or about \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), Commonwealth Foundation Ltd., a Singapore public company limited by guarantee (the “**Company**”), hereby issues to the Purchaser the right to certain units of future tokens (each, a “**Token**”), subject to the terms and conditions set forth in this Simple Agreement for Future Tokens (this “**SAFT**”).

This SAFT is issued as part of one or more series of similar Simple Agreements for Future Tokens issued in multiple closings to certain persons and entities (together with the Purchaser,

the “**Purchasers**”), which may be issued at different prices, from time to time (together, the “**SAFTs**”).

## 1. **Events**

(a) *Token Issuance.* If a Token Issuance has occurred before the expiration or termination of this SAFT, then the Company will issue to the Purchaser a number of the Tokens equal to the Purchase Amount divided by the Purchase Price (as set forth in cryptocommonwealth.co or the “**Website**”), rounded down to the nearest whole Token. Upon conversion of this SAFT into Tokens, the balance of any Purchase Amount resulting from rounding down to the nearest whole Token will automatically be deemed cancelled and the Company will no longer owe any obligation to the Purchaser with respect thereto. For purposes of this SAFT, a “**Token Issuance**” means the determination by the Company, in its sole discretion, that there has been a bona fide public release of a fully functioning and secure Token smart contract that creates the Tokens and that such Token Issuance, in the sole discretion of the Company, complies with the Laws in the relevant jurisdictions. For purposes of this SAFT, the “**Token**” means the blockchain-based asset which may be used in the platform for asset management and publishing which the Company intends that the funds raised through the sale of this SAFT will be used to develop. “**Affiliate**” shall mean any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the entity specified.

(i) All Tokens acquired pursuant to this SAFT shall be subject to the general prohibition on the Purchaser’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens until such Tokens are vested as provided herein (the “**Use Restriction**”). The Tokens shall fully vest and cease to be subject to the Use Restriction on the date that is twelve (12) months after the date of the Token Issuance.

(ii) In connection with, as a condition to, and prior to the issuance of Tokens by the Company to the Purchaser pursuant to this Section 1(a):

(1) The Purchaser will execute and deliver to the Company any and all other transaction documents related to this SAFT as are reasonably requested by the Company, including verification of residency and any documents necessary to comply with applicable laws, statutes, ordinances, rules, regulations (including, but not limited to anti- money laundering laws or regulations), judgments, injunctions, orders and decrees (“**Laws**”); and

(2) The Purchaser will provide to the Company a network address to which Purchaser’s Tokens will be sent after the Token Issuance.

(b) *Dissolution Event.* If before this SAFT expires or terminates there is (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company’s creditors, (iii) a change in U.S. Law or other Laws which makes use of the Tokens or Token Issuance, as determined by the Company in its sole discretion or (iv) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary (each, a “**Dissolution Event**”), then the Company will pay an amount equal to the Purchase Amount (the

“*Returned Purchase Amount*”), due and payable to the Purchaser immediately prior to, or concurrent with, the consummation of the Dissolution Event, to the extent funds are available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Purchasers (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 Returned Purchase Amounts, then the remaining 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 Returned Purchase Amounts they would otherwise be entitled to receive pursuant to this Section 1(b). Any distributed amounts shall be in U.S. Dollars or other forms of payments as deemed appropriate.

(c) *Termination.* This SAFT will expire and terminate upon the earlier of (i) the Token Issuance to the Purchaser pursuant to Section 1(a); (ii) the payment, or setting aside for payment, of amounts due the Purchaser pursuant to Section 1(b); or (iii) the Company’s decision, in its sole discretion, to terminate this SAFT for any reason before the delivery of the Tokens to the Purchaser; provided, further, that in the case of (iii), the Company shall have the obligation to repay to the Purchasers the remaining aggregate amount of Purchase Amounts in the same currency used to pay the Purchase Amount.

## 2. **Company Representations**

(a) The Company is an exempted company duly organized, validly existing and in good standing under the laws of Singapore, and has the power and authority to carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this SAFT is, to the Company’s knowledge, 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 authorized by all necessary actions on the part of the Company. This SAFT 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 memorandum or articles of association, or (ii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation, individually, or together with all such violations, 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 SAFT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company as currently in effect; (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 SAFT, 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; (iii) WARRANTY OF TITLE; OR (iv) 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.

### 3. **Purchaser Representations, Warranties and Covenants**

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

(b) The Purchaser has been advised and understands that this SAFT may constitute a security under the Law of the Purchaser's jurisdiction and that the offer and sale of this SAFT has not been registered or qualified under the securities, investment or similar Laws of any jurisdiction, including under the Securities Act or under the securities Laws of any U.S. state. The Purchaser understands that this SAFT and any Tokens are being offered and sold solely outside of the United States to non-U.S. Persons and only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the purchasers who are eligible to purchase and that restrict their resale or other transfer. The Purchaser has carefully reviewed this SAFT and has conferred with its advisors to the extent it deems necessary to understand any purchaser eligibility requirements and any limitations on transferring this SAFT or any Tokens under the Law of the Purchaser's jurisdiction. The Purchaser is eligible under the Laws of its jurisdiction to purchase this SAFT and any Tokens. The Purchaser will comply with all limitations on the offer, sale, or other transfer, pledge or hypothecation of this SAFT and any Tokens, including those under the Laws of its applicable jurisdiction, the Securities Act and applicable U.S. state securities Laws.

(c) Without limiting the foregoing, the Purchaser represents that it is not a U.S. Person and is not acquiring this SAFT or any Tokens for the account or benefit of any U.S. Person. The Purchaser understands and agrees that it may resell the SAFT only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an available exemption from registration. The Purchaser further understands and agrees that the Company will refuse to recognize or register on its books any purported transfer of the SAFT not made in accordance with Regulation S. The Purchaser acknowledges that the offer and sale

of the SAFT is not taking place within the United States, but rather in an offshore transaction. The Purchaser acknowledges that no offer of the SAFT or any Tokens was made to the Purchaser while the Purchaser was physically present in the United States, and that at the time of the Purchaser's execution and transmittal of this SAFT, the Purchaser is not physically present in the United States. The Purchaser confirms that it is not interested in, and agrees that it will not engage in, hedging transactions with regards to the SAFT unless in compliance with the Securities Act. The Purchaser represents that it is eligible to purchase this SAFT and receive Tokens under the applicable Laws of its jurisdiction. Purchaser agrees to provide all information or other documentation requested by the Company to demonstrate such status and compliance with applicable securities Law, and all such information or documentation provided is (or to be provided shall be) true and correct.

(d) The Purchaser is purchasing this SAFT and any Tokens 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 this SAFT or any Tokens. The Purchaser is able to incur a complete loss of the Purchase Amount without impairing the Purchaser's financial condition and is able to bear the economic risk of the purchase of this SAFT for an indefinite period of time.

(e) 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 this SAFT and of the Tokens and is able to bear the risks thereof. The Purchaser is aware of Company's and its affiliates' business affairs and financial conditions and has acquired sufficient information about the Company and its affiliates to reach an informed and knowledgeable decision to acquire this SAFT. The Purchaser acknowledges that the Company and its affiliates have limited operating history and future operations are subject to all of the risks inherent in establishment of any new business, and that the Company and its affiliates may be unable to successfully achieve or sustain operation of its or their business or the Tokens as proposed. The Purchaser acknowledges that the Company may not have sufficient funds to repay the Purchaser its Purchase Amount as may be required by Section 1 hereof.

(f) The Purchaser understands that the SAFT and the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Tokens will not function as intended; (ii) the Tokens and Token Issuance will not be completed; (iii) the Tokens will fail to attract sufficient interest from users and key stakeholders; and (iv) the Company, its affiliates and/or the Tokens may be subject to investigation and punitive actions from governmental authorities. 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 or its affiliates outside of this SAFT, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper. 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 OR ITS AFFILIATES, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

(g) The Purchaser understands that Purchaser has no right against the Company, its affiliates or any other individual or legal entity or person, except in the event of the Company's breach of this SAFT or intentional fraud. THE COMPANY'S AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS INSTRUMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO THE COMPANY PURSUANT TO THIS INSTRUMENT. NEITHER THE COMPANY, ITS AFFILIATES, 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 INSTRUMENT.

(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 SAFT, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Purchaser. This includes the tax implications associated with any determination (including those by the Company or any tax authority) that this SAFT or any Token represents a right to an asset, a utility or use right, or other non-security instrument. 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 issuance of Tokens to the Purchaser pursuant to Section 1(a) of the instrument) associated with or arising from the Purchaser's acquisition of Tokens hereunder, or the use or ownership of Tokens.

(i) The Purchaser is not a resident of any jurisdiction that requires (or upon issuance of the Tokens would require) the Company or any of its affiliates to obtain a money services business, money transmitter, or virtual currency business license or other registration.

(j) The Purchaser acknowledges that the Company only intends to sell this SAFT to purchasers who are committed to use Tokens as a utility to further the purpose of the Company and represents to the Company that the Purchaser has this commitment.

(k) The Purchaser has not used and shall not use any means, electronic or otherwise, to circumvent the offering restrictions of the Company, including, but not limited to, the use of any virtual private network or similar system.

(l) The Purchaser and any holder of this SAFT or any Tokens shall be required to: (i) complete legal, regulatory, and compliance requirements and checks, (ii) provide certain representations and warranties, and (iii) provide applicable certifications and documentation, each to the full satisfaction of the Company in its sole discretion. Furthermore, the Purchaser and any holder of this SAFT or any Tokens shall (i) comply with applicable "know

your customer” and anti-money laundering compliance Laws, (ii) provide any information requested by the Company in its sole and absolute discretion in order for the Company or its affiliates to comply with applicable governmental and regulatory reporting obligations, including, but not limited to, the U.S. Foreign Account Tax Compliance Act (“*FATCA*”) and the Organisation for Economic Co-operation and Development Common Reporting Standard (“*CRS*”), (iii) provide confirmations regarding the ownership of the applicable digital wallet by any process requested by the Company or its affiliates, and (iv) fulfill any request by the Company for it to comply with any applicable Laws (collectively, the “*Checks*”). As a condition precedent to any transfer of this SAFT or any Tokens, the Purchaser (and any subsequent holder of this SAFT or any Tokens) shall require that any subsequent purchaser, holder, or transferee of the SAFT or Tokens covenant to comply with the Checks and be bound by this Section 4(l). The Purchaser and any transferee of this SAFT or any Tokens shall have an ongoing obligation to comply with any Checks as and when requested by the Company or its affiliates at any given time, in its sole and absolute discretion.

(m) The Purchaser hereby consents and agrees to the release or disclosure of any and all of the Purchaser’s information provided to the Company or its affiliates to applicable government agencies or regulatory authorities for the purposes of complying with FATCA, CRS, and any other applicable Law.

(n) THE PURCHASER HAS READ CAREFULLY AND UNDERSTANDS THIS SAFT, THE WHITE PAPER RELATED TO THE TOKENS, AS AMENDED (THE “*WHITE PAPER*”), AND THE PRIVATE PLACEMENT MEMORANDUM RELATED TO THIS SAFT AND THE TOKENS, AS AMENDED (THE “*OFFERING MEMORANDUM*,” AND TOGETHER WITH THIS SAFT AND THE WHITE PAPER, THE “*OFFERING MATERIALS*”). THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT THE COMPANY IS NOT SUBJECT TO SUPERVISION OR REGULATION BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. ACCORDINGLY, NO AUTHORITY HAS PASSED OR WILL PASS UPON THE CONTENTS OF ANY OF THE OFFERING MATERIALS OR THE MERITS OF PURCHASING SAFTS OR TOKENS, NOR HAVE ANY OF THE OFFERING MATERIALS BEEN FILED WITH, OR REVIEWED BY, ANY GOVERNMENTAL OR REGULATORY AUTHORITY. THE PURCHASER ACKNOWLEDGES THAT THE OFFERING MATERIALS CONSTITUTE SUFFICIENT INFORMATION FOR THE PURCHASER TO MAKE AN INFORMED PURCHASE DECISION. THE PURCHASER ACKNOWLEDGES THAT IT HAS BEEN ADVISED TO CONSULT WITH, AND HAS CONSULTED WITH, THE PURCHASER’S OWN ATTORNEY, ACCOUNTANT, TAX ADVISOR OR INVESTMENT ADVISOR WITH RESPECT TO THE PURCHASE CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE PURCHASER. The Purchaser represents that the Purchaser has not relied and did not rely on any communication, statement, or document of any kind (other than the Offering Materials and the statements therein) in connection with any investment decision related to purchasing and/or acquiring this SAFT and any Tokens, including, but not limited to, (A) any communications or statements on any social media platform made by the Company, its affiliates, or unaffiliated third parties, and (B) any news articles, blog posts, podcasts, or other third party publications. Further, the Purchaser has carefully reviewed and understands the notices set forth in the Offering Memorandum.

(o) The Purchaser represents and warrants that the Purchaser is not a citizen or resident, or otherwise subject to the Laws, of any jurisdiction in which the offer, sale, purchase, or transfer of SAFTs or Tokens is not permitted by applicable Laws, in all respects. Furthermore, the Purchaser represents and warrants that it is not a citizen or resident of Balkans, Belarus, Bolivia, Bulgaria, Burma, Cote D'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Ecuador, India, Indonesia, Iran, Iraq, Liberia, Nicaragua, North Korea, Qatar, Sudan, Syria, United States of America, Yemen, Zimbabwe or any other jurisdiction in which the offer, sale, and/or issuance of SAFTs or Tokens is prohibited. The Purchaser specifically represents and warrants that the Purchaser is not purchasing SAFTs and any Tokens from countries or regions comprehensively sanctioned by the U.S. Office of Foreign Assets Control or on behalf of governments of those countries or regions, nor will the Purchaser use SAFTs or any Tokens to conduct or facilitate any transactions with persons or entities located in these countries or regions. The Purchaser represents and warrants that the Purchaser is not (i) a citizen or resident of a geographic area in which access to the purchase of SAFTs or Tokens is prohibited by applicable Law, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable comprehensive country sanctions or embargoes, (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons, Unverified, or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons or Foreign Sanctions Evaders Lists, the U.S. Department of State's Debarred Parties List or on 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, (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, unless the Company, after being specifically notified by the Purchaser in writing that it is such a person, conducts further due diligence, and determines that the purchase is permitted, or (v) a person whose acquisition of SAFTs or Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions. The Purchaser shall not use SAFTs or any Tokens to conduct or facilitate any transactions with such persons described above (each, a "**Prohibited Person**"). The Purchaser agrees that if its country of domicile or residence or other circumstances change such that the above representations are no longer accurate, the Purchaser will immediately notify the Company.

(p) The Purchaser represents and warrants that no person or entity that controls, is controlled by or under common control with, the Purchaser is a Prohibited Person.

(q) The Purchaser represents and warrants that no person having any direct or indirect beneficial interest in the Purchaser (each, a "**Beneficial Owner**") is a Prohibited Person.

(r) The Purchaser represents, warrants and agrees that to the extent the Purchaser has any Beneficial Owners, (i) it has carried out thorough due diligence to establish the identities of those beneficial owners; (ii) it holds the evidence of those identities and status and will maintain all of that evidence for at least five years; and (iii) it will make available that

evidence and any additional evidence that the Company or its affiliates may require upon request in accordance with applicable regulations.

(s) The Purchaser acknowledges that if any of the representations and warranties in the preceding clause cease to be true or if the Company or its affiliates no longer reasonably believes that it has satisfactory evidence as to their truth, despite any other agreement to the contrary, the Company or its affiliates may, in accordance with applicable regulations, be obligated to do one or more of the following: (i) take certain actions relating to the Purchaser's holding of SAFTs or Tokens; (ii) report such action(s); and (iii) disclose the Purchaser's identity to a governmental, regulatory or other authority.

(t) If the Company or its affiliates is required to take any of the actions referred to in the preceding clause, the Purchaser understands and agrees that it has no claim against the Company, its affiliates or its or their directors, members, partners, shareholders, officers, employees or agents for any damages resulting from such actions.

(u) By agreeing to this SAFT, the Purchaser consents to the disclosure by or on behalf of the Company of any information about the Purchaser to regulators and others upon request in connection with money laundering and similar matters.

(v) The Purchaser represents and warrants that the funds, including any fiat, virtual currency or cryptocurrency, Purchaser uses to purchase SAFTs or Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Purchaser will not use SAFTs or Tokens to finance, engage in, or otherwise support any unlawful activities. All payments by Purchaser under this SAFT will be made only in Purchaser's name from a digital wallet or bank account (i) held in Purchaser's name, (ii) under Purchaser's control, (iii) not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and (iv) not maintained by a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

#### 4. Procedures for Purchase of Rights and Valuation of Purchase Amount

(a) The Company will accept payment for this SAFT in USDT, Bitcoin, and Ether. The Company may accept other forms of consideration in its sole discretion. Purchaser shall make the required payment to the Company in consideration for Purchaser's purchase of this SAFT to the account or wallet specified by the Company.

(b) For purposes of this SAFT, the value of the Purchase Amount shall be deemed in U.S. dollars whether the Purchaser pays in USDT, Bitcoin or Ether, valued at the Applicable Exchange Rate for Bitcoin or Ether. Unless otherwise agreed to by the Company, the term "***Applicable Exchange Rate***" means the exchange rate as of 8 a.m. Eastern Time on the date the Purchaser has both fully executed and paid for this SAFT of Bitcoin or Ether, as applicable, sourced from [www.bitcoinaverage.com](http://www.bitcoinaverage.com) as of such time.

5. **Dispute Resolution & Arbitration.** THE FOLLOWING SECTION SHOULD BE READ CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, THAT AFFECT THE PURCHASER'S LEGAL RIGHTS. THIS SECTION REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH THE PURCHASER CAN SEEK RELIEF FROM THE COMPANY AND ITS AFFILIATES.

(a) *Binding Arbitration.* Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Purchaser and the Company (i) waive the Purchaser's and the Company's respective rights to have any and all Disputes arising from or related to the terms of this SAFT resolved in a court and (ii) waive the Purchaser's and the Company's respective rights to a jury trial. Instead, the Purchaser and the Company will arbitrate Disputes through binding arbitration in accordance with this Section 5. For purposes herein, "binding arbitration" means the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court.

(b) *No Class Arbitrations, Class Actions or Representative Actions.* Any Dispute arising out of or related to the terms of this SAFT is personal to the Purchaser and the Company and shall be resolved solely through individual arbitration and shall not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual will attempt to resolve a Dispute as a representative of another individual or group of individuals. Furthermore, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) *Notice; Informal Dispute Resolution.* Each party will notify the other in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at [info@cryptocommonwealth.io](mailto:info@cryptocommonwealth.io). Notice to the Purchaser shall be sent by email or physical mail to the relevant address listed on the signature page by the Purchaser. The Purchaser's notice to the Company must include (i) the Purchaser's name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that the Purchaser is seeking. If the Purchaser and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either the Purchaser or the Company may, as appropriate and in accordance with this Section 5, commence an arbitration by making a Request for Arbitration to the LCIA or, but only to the extent specifically provided for in this Section 5, file a claim in court.

(d) *Process.* An arbitration shall be commenced by making a Request for Arbitration to the London Court of International Arbitration ("**LCIA**") in accordance with the

LCIA Arbitration Rules 2014 (“*LCIA Rules*”), which rules are incorporated herein. The arbitration will be conducted confidentially by a panel of three (3) arbitrators appointed by the LCIA Court (the “*Panel*”), although the parties may jointly nominate one or more persons to be appointed to the Panel. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. The venue of the arbitration shall be Singapore.

(e) *Authority of the Panel.* As limited by the LCIA Rules, the Panel will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the Panel does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the terms and conditions of this SAFT. The Panel shall only conduct an individual arbitration and shall not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(f) *LCIA Rules.* The LCIA Rules are available on the LCIA website. By agreeing to be bound by this SAFT, the Purchaser either (i) acknowledges and agrees that the Purchaser has read and understood the LCIA Rules or (ii) irrevocably waives the Purchaser’s opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason.

(g) *Severability of Dispute Resolution; Arbitration.* If any term, clause, or provision of this Section 5 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 5 will remain valid and enforceable. Furthermore, the waivers set forth in Section 5(b) are severable from the other provisions of this SAFT and will remain valid and enforceable.

## 6. **Miscellaneous**

(a) This SAFT 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. Any provision of this SAFT may be amended, waived or modified only upon the written consent of (i) the Company and (ii) either the Purchaser or the Purchasers holding a majority, in the aggregate, of the Purchase Amounts paid to the Company with respect to all Series PS- 1 SAFTs outstanding at the time of such amendment, waiver or modification. Notwithstanding the foregoing, the Company may, without any prior consent from Purchaser or the Purchasers, amend, waive or modify any provision of this SAFT and all Series PS-1 SAFTs outstanding at the time of such amendment, waiver or modification, if the amendment, waiver or modification is not unfavorable to the Purchaser. Any amendment, waiver or modification so made will be binding on the Purchaser regardless of whether the Purchaser signed such instrument and shall be binding upon the Purchaser’s successors and assigns.

(b) Any notice required or permitted by this SAFT will be deemed sufficient when sent by email to the relevant address listed on the signature page, as may be subsequently modified by written notice received by the appropriate party.

(c) The Purchaser is not entitled, as a holder of this SAFT, to vote or receive dividends or be deemed the holder of share capital 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 shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders 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.

(d) Neither this SAFT 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, that the Company may assign this SAFT in whole or in part without the consent of the Purchaser (i) in connection with a change in the Company's domicile or (ii) to any subsidiary or affiliated entity of the Company.

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

(f) All rights and obligations hereunder will be governed by the laws of Singapore without regard to the conflicts of law provisions of such jurisdiction.

(g) Each of the Company and the Purchaser agree to treat this SAFT 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.

(h) 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 or its affiliates to carry out the provisions of this SAFT and give effect to the transactions contemplated by this SAFT, including, without limitation, to enable the Company, its affiliates or the transactions contemplated by this SAFT to comply with applicable Laws.

(i) The Company and its affiliates shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this SAFT, for any failure or delay in fulfilling or performing any term of this SAFT, including without limitation, launching the Token or consummating the Token Issuance, 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) Law; or (v) action by 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.

(j) Each party to this SAFT acknowledges that WOLFE MIGLIO PLLC (“*Wolfe Miglio*”), U.S. securities counsel to the Company, may now or in the future represent one or more Purchasers or their affiliates in matters unrelated to the transactions contemplated by this SAFT (the “*Financing*”), including representation of such Purchasers or their affiliates in matters of a similar nature to the Financing. The applicable rules of professional conduct require that Wolfe Miglio inform the parties hereunder of this representation and obtain their consent. Wolfe Miglio has served as counsel to the Company and has negotiated the terms of the Financing solely on behalf of the Company. The Company and the Purchaser hereby (i) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (ii) acknowledge that with respect to the Financing, Wolfe Miglio has represented solely the Company, and not any Purchaser or any stockholder, director or employee of the Company or any Purchaser; and (iii) gives its informed consent to Wolfe Miglio’s representation of the Company in the Financing.

(k) All dollar amounts set forth herein are expressed in U.S. Dollars.

(l) This SAFT may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument. Any signature delivered by any form of electronic transmission shall be deemed an original and create a valid and binding obligation of the executing party with the same force and effect as a physically delivered signature.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this SAFT to be duly executed and delivered as of the Effective Date.

*Commonwealth Foundation Ltd.*

By:

Name:

Title:

Address:

ACKNOWLEDGED AND AGREED:

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By:

Name:

Title:

Address: