

SOLIDBLOCK HOLDINGS LLC - RED FROG DIGITAL SERIES

Red Frog Digital Coin

Amended and Restated Purchase Agreement

Introduction

This Purchase Agreement (the "**Purchase Agreement**") confirms the agreement of the undersigned (the "**Purchaser**") to subscribe for and purchase that number of a new series of Ethereum-based smart contract digital tokens meeting the ERC-20 standard representing membership units (the "**Units**") of SolidBlock Holdings LLC - Red Frog Digital Series, a Delaware series limited liability company (the "**Company**") represented by a token (the "**Red Frog Digital Coin**" or "**RFD**"), listed on Annex I to this Purchase Agreement at a purchase price of \$1.00 per RFD (the "**Purchase Price**"), subject to the terms, conditions, acknowledgments, representations and warranties stated herein and in the Private Placement Memorandum, dated October 11, 2021, with respect to the offering (the "**Offering**") of up to 28,106,160 RFDs (as it may be amended or supplemented from time to time, the "**Private Placement Memorandum**" and together with this Purchase Agreement, the "**Offering Materials**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Offering Materials.

Each RFD shall correspond to an entry in the Company's register of Unit holders, such that each holder of an RFD will be recognized as the holder of the corresponding Units. The Company is managed by SolidBlock Inc. The RFDs are subject to substantial legal and contractual restrictions on transferability. There will initially be no public market for the RFDs and no public market may ever develop. The sale of RFDs to Purchasers will be made without registration under the Securities Act of 1933, as amended (the "**Securities Act**"), and the rules and regulations of the Securities and Exchange Commission (the "**Commission**") promulgated thereunder and may not be offered or sold in the United States absent registration or the availability of an exemption from the registration requirements under the Securities Act.

By signing the E-Signature Page attached hereto, the Purchaser agrees to be bound by the terms of the Offering Materials.

Purchasers should carefully review and follow the instructions found in the Private Placement Memorandum. Purchasers are strongly encouraged to seek legal, financial, and tax advice regarding their individual circumstances and objectives in determining whether to purchase RFDs. An incomplete Purchase Agreement will not be accepted, and as a result, you may not be able to purchase RFDs.

Agreement

In consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Purchaser and the Company agree as follows:

1. RFD Purchase.

a. Purchase. The undersigned Purchaser hereby purchases pursuant to this Purchase Agreement the amount of RFDs representing ownership in Units of the Company set forth on Annex I to this Purchase Agreement, at the Purchase Price per RFD set forth above.

Purchasers in the Offering will receive a number of RFDs equal in number to the amount or value in United States Dollars (or the equivalent thereof in another currency) they have tendered, divided by Purchase Price per RFDs.

Purchase amount submitted in U.S. dollars will be held in escrow until the earlier of any closing of the Offering, termination of the Offering or the rejection of the Purchaser's subscription. Purchase amounts submitted in any currency, other than U.S. dollars shall be sent to the Company in accordance with instructions to be provided by the Company and will be held in the form of the currency sent to one of the escrow accounts and shall be converted to USD at the time of closing. The Purchaser will receive the number of RFDs based upon the resulting USD amount at the time of the Closing.

If the Company, in its sole discretion, determines to accept funds collected in Bitcoin ("BTC"), Ethereum ("ETH") or other cryptocurrencies, such cryptocurrencies shall be valued in U.S. dollars at the applicable exchange rate to U.S. dollars published on Coinbase Pro at the time such cryptocurrency is delivered to the Company by the Purchaser as determined by the Company in the exercise of its discretion.

Purchase amounts to be paid in a cryptocurrency should be made through electronic means to a wallet address and during a time period to be specified by the Company.

In the event the Offering is terminated, or a particular purchase is not accepted, any U.S. dollars or Euro, or BTC, ETH or other cryptocurrency tendered by Purchasers will be promptly returned to such Purchasers without interest and net of any outgoing wire or other fees applied to such transmission. In such event, for Purchasers that previously tendered amounts of any BTC, ETH or other cryptocurrency to the Company, such Purchasers shall be returned such amount of cryptocurrency as they delivered to escrow net without interest and net of any fees discussed in the preceding sentence.

b. Minimum Purchase Amount. Notwithstanding anything herein to the contrary, the minimum purchase amount shall be \$5,000.

c. Acceptance of Agreement; Conditions. The Purchaser understands and agrees that the RFD purchase is made subject to the terms and conditions contained in the Offering Materials, and that the Company shall have the right to accept or reject, in its sole discretion, the Purchaser's RFD subscription for any reason or no reason, in whole or in part, and at any time prior to its acceptance and to request other information from any potential purchaser.

2. **Representations, Warranties and Covenants of the Purchaser.** The Purchaser hereby represents and warrants to, and agrees with, the Company as follows:

a. Binding Obligation. The Purchase Agreement shall become irrevocable, binding and enforceable against the Purchaser in accordance with its terms on the date, if any, that the Company accepts this Purchase Agreement in whole or in part. The Purchaser understands that, upon acceptance by the Company, the Purchaser is not entitled to cancel, terminate, or revoke this Purchase Agreement.

b. Purchaser Information. The answers and information that the Purchaser has provided in the Certain Purchaser Representations found in Annex I to this Purchase Agreement and in response to any other questions or requests for information in connection with the Offering, including the information contained within any supplementary documents or website responses that the Purchaser has delivered via mail or electronic transmission to the Company or its representatives or other third parties, are current, true, correct and complete and do not omit to state any material fact necessary in order to make the statements contained in those documents not misleading. If any such information provided changes in any material respect on or after the date the Purchaser signs this Purchase Agreement, the Purchaser agrees to promptly notify the Company of any change to the information provided, but in any event within 5 calendar days of the change.

c. Purchaser Residency; Due Organization and Authority. The Purchaser represents and warrants that it: (1) does not reside; (2) is not located; (3) does not have a place of business; or (4) is not conducting business (any of which makes it a "**Resident**") in a jurisdiction (x) in which access to or use of digital security tokens issued on a blockchain is prohibited by applicable law, or (y) is subject to U.S. or other sovereign country sanctions or embargoes, or (5) is 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. The Purchaser agrees that if its country of residence or other circumstances change such that the above representations are no longer accurate, it will immediately notify the Company. The Purchaser further represents and warrants that if it is a legal entity: (1) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and (2) the person executing this Purchase Agreement on behalf of the Purchaser is duly authorized by such legal entity to act on its behalf. The Purchaser further represents and warrants that it is either an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act based, or it is a "non-U.S. person" located outside of the United States, who is not purchasing for the account or benefit of a "U.S. person" within the meaning of Regulation S of the Securities Act. The Purchaser represents and warrants to the Company that, if it is an accredited investor, none of the "bad actor" Disqualification Events (as defined in Regulation D) are applicable to the Purchaser except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

d. Purchaser's Knowledge. The Purchaser has sufficient knowledge, understanding, and experience, either independently or together with his, her or its agents, counsel, accountants, advisors, and representatives (collectively, the "**Representatives**"), in financial and business matters, and of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems, to understand the Offering Materials. Such knowledge, understanding, and experience

enables the Purchaser to evaluate the merits and risks of purchasing the RFDs and the Units, and the Purchaser is able to bear the risks thereof, including loss of all amounts paid, loss of RFDs and the Units, and liability to the Company and others for the acts and omissions of the Purchaser, including, with limitation, those constituting breach of this Purchase Agreement, negligence, fraud or willful misconduct. Purchaser has obtained sufficient information in order to make an informed decision to purchase RFDs or Units.

e. Regulatory Issues.

i. *FDIC and SIPC Matters.* The Purchaser acknowledges and understands that the RFDs are not legal tender, are not backed by the government, and are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.

ii. *Other Federal and State Regulatory Matters.* The Purchaser acknowledges and understands that the RFDs are not registered with the Commission or any other regulatory agency in the United States or any state or foreign jurisdiction, and that none of the Company, or SolidBlock Inc. is registered or licensed with any federal or state regulator as an investment adviser, investment company, broker-dealer, money services business, money transmitter, or virtual currency business. As a result, the Purchaser will not be afforded the full set of protections provided to the clients and customers of such entities under the Securities Act, the Securities Exchange Act of 1934, as amended, the Investment Advisers Act of 1940, as amended, and any similar or applicable state or foreign laws.

iii. *International Regulatory Matters.* The Purchaser understands that it is anticipated that the RFDs and the Units will also be sold or resold outside the United States, which could subject the Company or the RFDs to non-U.S. legal requirements, which could be significant. Non-U.S. regulation or U.S. regulation could lead to, among other things, prohibitions, restrictions, or penalties, and any of these outcomes could negatively affect the value of the RFDs and/or cause the Company or its affiliates to cease operations.

f. Restrictions on Transfer.

i. The Purchaser understands and acknowledges that the RFDs have not been and may never be registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any jurisdiction, that the offer and sale of RFDs are being made in reliance upon a private placement exemption under the Securities Act.

ii. The Purchaser acknowledges and is aware that there are substantial restrictions on the transferability of the RFDs and there will be no public market for the RFDs initially and that no public market may ever develop. The RFDs will not be registered under the Securities Act and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and such other securities laws.

iii. If the Purchaser is issued hereunder pursuant to Regulation D, the Purchaser understands and acknowledges that the RFDs are "restricted securities" within the meaning of Rule 144 under the Securities Act, and agrees, and each subsequent holder of RFDs by its acceptance thereof will be deemed to agree, that he, she or it will not offer, sell, assign,

transfer, pledge, encumber, or otherwise dispose of RFDs, except in accordance with any contractual restrictions in accordance with all applicable laws, including U.S. federal securities laws, U.S. state securities laws, and the laws of any foreign jurisdiction, as applicable. In addition, the Company may require, prior to any offer, sale or transfer pursuant to this clause (B)(iii), the delivery of an opinion of counsel, certification or other information satisfactory to the Company. The Purchaser acknowledges that the Company is not making any representations as to the availability of the exemptions set forth in the Securities Act, for resale of the RFDs.

iv. If the Purchaser is issued RFDs hereunder pursuant to Regulation S, the Purchaser acknowledges and agrees, and each subsequent holder of RFDs by its acceptance thereof will be deemed to acknowledge that, until the expiration of the one year "distribution compliance period" under Regulation S, he, she or it will not make any offer or sale of RFDs to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rules 902 and 903 of the Securities Act, except in accordance with all applicable laws, including U.S. federal securities laws, U.S. state securities laws, and the laws of any foreign jurisdiction, as applicable. In addition, such Purchaser further acknowledges that with respect to the RFDs received pursuant to Regulation S, hedging transactions involving such RFDs may not be conducted unless in compliance with the Securities Act.

v. The Purchaser acknowledges that the RFDs may be prevented from being validly transferred from the public address to which they are issued in violation of the foregoing restrictions on transfer.

vi. The Purchaser further acknowledges that the RFDs will contain or be deemed to incorporate a legend substantially to the following effect:

THE RED FROG DIGITAL COIN, REPRESENTING AN INTEREST IN UNITS (THE "RFDS"), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THE RFDS, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES EXCEPT IN COMPLIANCE WITH APPLICABLE LAW AND APPLICABLE CONTRACTUAL RESTRICTIONS. EACH HOLDER OF THE RFDS, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A "U.S. PERSON" AND IS ACQUIRING THE RFDS IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

THE HOLDER OF ANY RFDS HAS COMPLIED AND WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN EACH COUNTRY OR JURISDICTION IN WHICH IT PURCHASES, OFFERS, SELLS OR DELIVERS RFDS OR POSSESSES, DISTRIBUTES OR PUBLISHES ANY OFFERING MATERIAL RELATED TO THE RFDS. PERSONS INTO WHOSE HANDS ANY SUCH OFFERING MATERIAL COMES ARE REQUIRED BY THE COMPANY TO COMPLY WITH ALL APPLICABLE LAWS AND

REGULATIONS IN EACH COUNTRY OR JURISDICTION IN WHICH THEY PURCHASE, OFFER, SELL OR DELIVER RFDS OR POSSESS, DISTRIBUTE OR PUBLISH ANY OFFERING MATERIAL RELATED TO THE RFDS, IN ALL CASES AT THEIR OWN EXPENSE. THE HOLDER OF ANY RFDS AGREES NOT TO OFFER, SELL, PLEDGE, ENCUMBER, OR OTHERWISE VOLUNTARILY TRANSFER SUCH RFDS EXCEPT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

FOR REGULATION S ONLY: THE RFDS MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS.

FOR REGULATION S ONLY: HEDGING TRANSACTIONS INVOLVING THE RFDS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

THE HOLDER OF ANY RFDS SHALL OFFER, SELL OR OTHERWISE TRANSFER RFDS ONLY (I) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (II) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION. IN ADDITION, THE COMPANY MAY REQUIRE, PRIOR TO ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (II), THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO THE COMPANY.

- vii. The Purchaser acknowledges and is aware that disposition of the RFDs may, in some circumstances, constitute engaging in a virtual currency business requiring a license under the laws of New York, another state, or foreign country. The Purchaser will not engage in any such disposition unless the Purchaser has any such required license or if any such disposition would require that Company obtain any such license.
- viii. The Purchaser acknowledges and is aware that any transfer made in violation of the transfer provisions of the Purchase Agreement will be void *ab initio*.

g. Authorization; No Conflict.

i. *Authorization of Individuals.* If the Purchaser is an individual:

1. The Purchaser has all requisite legal capacity for the purchase of RFDS;

2. The Purchaser has all requisite legal capacity for the execution and delivery of this Purchase Agreement and each other document required to be executed and delivered by the Purchaser in connection with this Purchase Agreement for RFDs; and

3. Neither the execution, delivery or performance of this Purchase Agreement or any other document required to be executed and delivered by the Purchaser in connection with this Purchase Agreement for RFDs, nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (a) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body, (b) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, or (c) will require the consent or approval of any person other than consents or approvals that have already been obtained.

ii. *Authorization of Entities.* If the Purchaser is an entity:

1. The Purchaser is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the laws of its state of incorporation or organization and has the requisite power and authority to carry on its business and operations as now being conducted;

2. The execution and delivery of this Purchase Agreement and each other document required to be executed and delivered by the Purchaser in connection with its purchase of RFDs, and the performance by the Purchaser under those agreements, have been duly authorized by appropriate action;

3. The Purchaser shall deliver to the Company any evidence of the foregoing as the Company may reasonably require, whether by way of certified resolution or otherwise;

4. The person executing and delivering this Purchase Agreement and any other instruments on behalf of the Purchaser has all requisite power, authority and capacity to execute and deliver those instruments; and

5. Neither the execution, delivery or performance of this Purchase Agreement or any other document required to be executed and delivered by the Purchaser in connection with this Purchase Agreement for RFDs nor the consummation of any of the transactions contemplated hereby or thereby by the Purchaser, (a) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body, (b) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Purchaser is a party or by which the Purchaser is bound or to which the properties or assets of the Purchaser are subject, (c) will

require the consent or approval of any person other than consents or approvals that have already been obtained, or (d) will conflict with, as applicable, the Purchaser's articles of incorporation, bylaws, partnership agreement, operating agreement or other formation or governing documents or agreements.

iii. *Authorization.*

1. If the person executing this Purchase Agreement is not the Purchaser and is executing this Purchase Agreement on behalf of the Purchaser, the person executing this Purchase Agreement has all requisite power and authority from the Purchaser to execute this Purchase Agreement on the Purchaser's behalf.

2. Except as otherwise agreed to in writing with the Company, the Purchaser agrees to indemnify each of the Company, SolidBlock, and its respective officers, directors, principals, stockholders, employees, and other affiliates, and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing (collectively, the "**Indemnified Parties**"), for any and all costs, fees and expenses (including reasonable legal fees and disbursements) in connection with any damages resulting from the assertion that the person executing this Purchase Agreement lacks proper authorization from the Purchaser to enter into this Purchase Agreement or perform its obligations hereunder.

h. Offering Materials and Other Information.

i. *Differences with Offering Materials.* The Purchaser acknowledges that in the event of any differences between the terms provided in this Purchase Agreement and any other Offering Materials, the terms and conditions of this Purchase Agreement shall supersede any contrary information set forth in the Offering Materials.

ii. *No Reliance.* The Purchaser acknowledges that in making a decision to purchase RFDs, the Purchaser has relied solely upon this Purchase Agreement and the other Offering Materials and independent investigations made by the Purchaser. Other than the Offering Materials, the Purchaser is not relying and may not rely on any oral or written statements made by the Company or its Representatives, including the Placement Agent, or any oral statements by or any written materials prepared by the Company or any of its Representatives, including the Placement Agent, for purposes of making a decision to purchase RFDs. The Purchaser acknowledges that the Offering materials shall not be considered investment advice or a recommendation by the Company, the Placement Agent or any of its affiliates, and that neither the Company nor the Placement Agent or any of their respective affiliates is acting or has acted as an adviser to the Purchaser in deciding to purchase the RFDs. The Purchaser is also not relying on the Company or the Placement Agent for advice with respect to the legal, tax and other factors involved in this purchase and understands that the Purchaser is solely responsible for reviewing the legal, tax and other considerations involved with purchasing the RFDs with its own legal, tax and other advisers.

iii. *Purchaser's Review.* The Purchaser acknowledges that important information about the material terms of the RFDs is provided in the Offering Materials. Such information includes details regarding the timing, pricing, and the amount of RFDs offered and

the anticipated use of the RFD offering proceeds. The Purchaser understands that it is solely responsible for reviewing, and the Purchaser has reviewed, the Offering Materials and, to the extent the Purchaser believes necessary, discussed with counsel the representations, warranties and agreements that the Purchaser is making in this Purchase Agreement. The Purchaser further represents and warrants that the Purchaser understands and has no objection to any material terms disclosed in the Offering Materials.

iv. *No Guarantees.* Neither the Company nor any of its Representatives has made any guarantees (whether written or oral) to the Purchaser (i) regarding the current or future value of the RFDs, or (ii) that the past business performance and experience of the Company's management team will in any way predict the current or future value of the RFDs.

v. *Intellectual Property.* the Company retains all current and future right, title and interest in all of its intellectual property, including inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Purchaser may not use any of the Company's intellectual property for any reason without its prior written consent.

i. Other Risks.

i. *Purchaser Able to Bear the Risks of Loss of Investment.* The Purchaser is purchasing the RFDs for investment purposes, and not with a view to distribution or resale, directly or indirectly, in the United States or otherwise in violation of the United States securities laws. The Purchaser (i) is able to bear the economic cost of holding the RFDs for an indefinite period of time; (ii) has adequate means of providing for his, her, or its current needs and possible personal contingencies even in the event that the RFDs lose all value; and (iii) has no need for liquidity of the RFDs. The Purchaser's purchase of the RFDs is consistent with the objectives and cash flow requirements of the Purchaser and will not adversely affect the Purchaser's overall need for diversification and liquidity. The Purchaser can bear the risk of the potential loss of any and all value associated with any RFDs that may be purchased by the Purchaser.

ii. *Additional Risk Disclosures.* The Purchaser is solely responsible for reviewing, understanding and considering (and has reviewed, considered and understands) the risks above and any additional risks relating to an investment in RFDs, including, without limitation, those described in the Offering Materials. the Company's operations, financial condition, and results of operations could be materially and adversely affected by any one or more of those risks, as could the underlying value of each Purchaser's RFDs, which may lead to the RFDs losing all value. The Purchaser acknowledges and accepts that there are material risks associated with purchasing the RFDs, holding the RFDs, and using the RFDs, as more fully disclosed and explained in the Offering Materials.

iii. *Purchase for Own Account.* The Purchaser is purchasing RFDs for his, her or its own account, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities law, subject to any requirement of law that the disposition of such Purchaser's property be at all times within such Purchaser's control and subject to such Purchaser's ability to resell RFDs in

accordance with any contractual restrictions, in accordance with all applicable laws, including U.S. federal securities laws, U.S. state securities laws, and the laws of any foreign jurisdiction, as applicable.

iv. *Solicitation.* Each Purchaser who is a non-U.S. person acknowledges that it has not purchased the RFDs as a result of any “directed selling efforts” within the meaning of Regulation S under the Securities Act.

v. *Compliance with Foreign laws.* Each Purchaser who is a non-U.S. person acknowledges and represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with its purchase of an RFD, including (a) the legal requirements within its jurisdiction for the purchase of an RFD hereunder, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of an RFD hereunder. The Purchaser’s purchase of and payment for and continued beneficial ownership of an RFD will not violate any applicable securities or other laws or regulations of the Purchaser’s jurisdiction.

j. Transfer and Storage of Personal Data.

i. *Personal Data.* The Purchaser understands and agrees that in connection with the Offering, the maintenance of the RFDs, and services provided by the Company or its affiliated companies, such Purchaser's personal data may be transferred and/or stored in various jurisdictions, including in or to jurisdictions that may not offer a level of personal data protection equivalent to the Purchaser's country of residence.

ii. *Disclosure of Personal Data.* The Purchaser further understands and agrees that, although the Company will use its reasonable efforts to keep the information provided in the answers to this Purchase Agreement strictly confidential, the Company may present this Purchase Agreement and the information provided in it to any parties (e.g., [the Depositary, the Placement Agent, affiliates, attorneys, auditors, administrators, brokers and regulators) as the Company deems necessary or advisable to facilitate the acceptance and management of the Purchaser's RFD purchase, maintenance of the Purchaser's RFD, or to protect or defend the Indemnified Parties, including (x) in connection with anti-money laundering and similar laws, (y) if called upon to establish the availability under any applicable law of an exemption from registration of the RFDs or to establish compliance with applicable law generally by the Company, or (z) if the information is relevant to any issue in any action, suit, or proceeding to which the Indemnified Parties are a party or by which they are or may be bound. Any disclosure, use, storage or transfer of information for these purposes shall not be treated as a breach of any restriction upon the disclosure, use, storage or transfer of information imposed on any person by law or otherwise.

iii. *Disclosure by Law.* the Company may also release information about the Purchaser if directed to do so by the Purchaser, if compelled to do so by law, regulation, or contract or in connection with any government or self-regulatory organization request or investigation. Any disclosure, use, storage or transfer of information for these purposes shall not

be treated as a breach of any restriction upon the disclosure, use, storage or transfer of information imposed on any person by law or otherwise.

k. Anti-Money Laundering, Economic Sanctions, Anti-Bribery and Anti-Boycott Representations.

i. *Identity of Purchaser and Beneficial Owners.* Neither the Purchaser, nor any of its affiliates or direct or indirect beneficial owners, (i) is the subject of any economic or financial sanctions or trade embargoes implemented, administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departments of State or Commerce or any other U.S. government authority, the United Nations Security Council, the European Union, , or other such "Sanctions Authority" in a jurisdiction of relevance to the Purchaser (collectively, "**Sanctions**"), (ii) is located, organized, or resident in a country or territory that is the subject of Sanctions (as of the date of this Purchase Agreement, comprising Crimea, Cuba, Iran, North Korea, and Syria, but subject to such changes as take place over time) ("**Sanctioned Countries**"), (iii) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities, or (iv) unless otherwise disclosed in writing to the Company prior to the Purchaser's subscription for RFDs, is a senior foreign political figure,¹ or any immediate family member² or close associate³ of a senior foreign political figure as those terms are defined in the footnotes below. The Purchaser further represents and warrants that the Purchaser: (1) has conducted thorough due diligence with respect to all of its beneficial owners, (2) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owner's funds and (3) will retain evidence of those identities, any source of funds and any due diligence.

ii. *Source and Use of Funds; Legal and Regulatory Compliance.*

1. The Purchaser represents, warrants, and agrees that no payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Company or any of its respective officers, directors, principals, stockholders, employees, and other affiliates to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including anti-money laundering, economic sanctions, anti-bribery, or anti-boycott laws or regulations, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the various statutes, regulations and Executive Orders administered by

¹ A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

² An "immediate family member" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

³ A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

the U.S. Department of the Treasury Office of Foreign Assets Control ("**OFAC**") and the Foreign Corrupt Practices Act.

2. The Purchaser represents, warrants and agrees 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, (1) the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism, (2) property that is the subject of Sanctions, (3) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions, under OFAC regulations, or (4) directly or indirectly, any illegal activities.

3. The Purchaser represents, warrants and agrees that all payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such 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 Code, as in effect at the time of the Purchaser's payment or other transfer of value. In the event that the Purchaser is, 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 Purchaser's purchase of RFDs, the Non-U.S. Bank: (1) 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, (2) employs one or more individuals on a full-time basis, (3) maintains operating records related to its banking activities, (4) is subject to inspection by the banking authority that licensed it to conduct banking activities, and (5) 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.

iii. *Voluntary Compliance.* The Purchaser understands and agrees that the Company is not obligated to comply with any U.S. anti-money laundering requirements but may choose to voluntarily comply with any or all of such requirements in its sole discretion.

l. Affiliate Status. The Purchaser represents and warrants that it is not and will not become an "affiliate" (as defined in the Securities Act) of the Company.

m. Projections. The Purchaser understands that any financial, operational, or other projections included in the Offering Materials and any other marketing materials are based on a number of assumptions and estimates, and are subject to significant uncertainties and contingencies, many of which are beyond the Company's control, and that there is no assurance that any such financial, operational, or other projections will be realized. The Purchaser understands and acknowledges that the Company and its officers, directors, principals, stockholders, employees, and other affiliates have not and are not making any representations, warranties or guarantees, express or implied, concerning, among other things, the present or likely value of the RFDs, the prospects of the Company, and the accuracy of financial, operational or other projections included in the Offering Materials or otherwise. The Purchaser is aware that the purchase of RFDs involves a high degree of risk and can result in a complete loss of the Purchaser's investment. The Purchaser acknowledges that, notwithstanding any financial, operational or other projections or sources and uses of proceeds provided to the Purchaser in the Offering Materials or otherwise, the Purchaser is not relying upon any representations,

warranties, or guarantees regarding the Company attaining any financial, operational, or other projections in making an investment in the RFDs.

n. Placement Agent. The Purchaser understands and acknowledges that the RFDs may be offered by the Company through a placement agent (the "Placement Agent") that the Placement Agent is registered as a broker-dealer with the Commission and is regulated by the Financial Industry Regulatory Authority; that the Placement Agent will receive a cash commission as set forth on the signature page hereto, as well as reimbursement of certain out-of-pocket expense.

o. Further Information. The Purchaser agrees on behalf of itself and its successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver any other instruments, documents and statements and to take any other actions as the Company may determine to be necessary or appropriate to comply with applicable law and to effectuate and carry out the purposes of this Purchase Agreement. The Purchaser further agrees that the Company may, in its sole discretion, refuse to sell it an RFD if, among other things, the Purchaser refuses to comply with this provision.

p. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY AND DISCLAIMS ANY RELIANCE (INCLUDING AS TO THE ACCURACY OR COMPLETENESS OR 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.

3. Representations, Warranties and Covenants of the Company. The Company hereby represents and warrants to the Purchaser as follows:

a. Organization; Good Standing. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of its organization, and, to the knowledge of the Company, it has the power and authority to carry on its business as now conducted.

b. Authority; Binding Obligations. The execution, delivery, and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary action on behalf of the Company. This Agreement constitutes legal, valid, and binding obligations of the Company, enforceable against the Company in accordance with their 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 organizational documents, (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, the Company believes that such violation or default, individually or together with all such violations or defaults, would reasonably be expected to have a material, adverse effect on the Company.

c. Compliance with Other Instruments. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement 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, where, in each case, the Company believes that such violation, acceleration, lien, suspension, forfeiture, or nonrenewal, individually or together with all such violations, accelerations, liens, suspension, forfeitures, or non-renewals, would reasonably be expected to have a material adverse effect on the Company.

d. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, THE COMPANY HAS NOT MADE AND SHALL NOT BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY TO THE PURCHASER, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, REGARDING THE COMPANY, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR OTHERWISE.

4. **Tax Information.**

a. Waiver of Privacy. The Purchaser certifies that the Purchaser has completed and submitted any required waiver of local privacy laws that could otherwise prevent disclosure of information to the Internal Revenue Service (the "**IRS**") or any other governmental authority for purposes of Chapter 3, Chapter 4, or Chapter 61 of the Code (including, without limitation, in connection with FATCA, as defined below) or any intergovernmental agreement entered into in connection with the implementation of the FATCA (an "**IGA**"), and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the Company to comply with information reporting requirements pursuant to Chapter 3, Chapter 4, or Chapter 61 of the Code (including, without limitation, in connection with FATCA or any IGA).

b. Updated Tax Focus. The Purchaser further certifies that the Purchaser will, within 30 days of the Purchaser's receipt of a written request from the Company, provide to the Company an IRS Form W-9 or other applicable IRS forms and any additional documentation requested by the Company for purposes of satisfying the Company's obligations under the Code. The Purchaser understands and agrees that the Company denies any person or entity the ability to purchase RFDs if such person or entity has not provided any IRS forms, including IRS Form W-9, and any such additional documents or other information related to OFAC regulations or anti-money laundering laws and regulations.

c. Purchaser Obligations. Any Purchaser will (a) provide prompt written notice to the Company of any change in the Purchaser's U.S. tax or withholding status, (b) execute properly and provide to the Company, within 30 days of written request by the Company, any other tax documentation or information that may be reasonably required by the Company in connection with the operation of the Company to comply with applicable laws and regulations (including, but not limited to, the name, address, and taxpayer identification number of any "substantial U.S. owner" (as defined in the Code) of the Purchaser or any other document or

information requested by the Company in connection with the Company complying with FATCA and/or any IGA or as required to reduce or eliminate any withholding tax directly or indirectly imposed on or collected by or with respect to the Company) and (c) execute and properly provide to the Company, within 30 days of written request by the Company, any tax documentation or information that may be requested by the Company.

d. Reporting. The Purchaser further consents to the reporting of the information provided pursuant to this Section 4, in addition to certain other information, including, but not limited to, the value of the Purchaser's purchase of the RFDs to the IRS or any other governmental authority if the Company is required to do so under FATCA.

e. FATCA. As used in this Purchase Agreement, "FATCA" means one or more of the following, as the context requires: (i) Sections 1471 through 1474 of the Code and any associated legislation, regulations, or guidance, or similar legislation, regulations, or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting, financial or tax information sharing, and/or withholding tax regimes, (ii) any intergovernmental agreement, treaty or any other arrangement between the United States and an applicable foreign country, entered into to facilitate, implement, comply with, or supplement the legislation, regulations or guidance described in the foregoing clause (i), and (iii) any legislation, regulations or guidance implemented in a jurisdiction to give effect to the foregoing clause (i) or (ii).

f. Additional Tax Representations. By executing this Purchase Agreement, the Purchaser understands and acknowledges that (i) the Company may be required to provide the identities of the Purchaser's direct and indirect beneficial owners to a governmental entity, and (ii) the Purchaser hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the Company from compliance with the foregoing and otherwise with applicable law as described in this Section 4.

5. Indemnification. PLEASE READ THIS SECTION 5 CAREFULLY BECAUSE IT LIMITS A PURCHASER'S ABILITY TO SEEK RELIEF FROM AN INDEMNIFIED PARTY.

a. Indemnification. The Purchaser acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Purchase Agreement, and except as otherwise agreed to in writing with the Company, hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all loss, claim, damage, liability, or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Purchaser, or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser in this Purchase Agreement (including the Purchaser's tax forms) or in any other document furnished by the Purchaser to any of the foregoing in connection with this transaction, (ii) any action for securities, commodities, or money transmission law violations instituted by the Purchaser to the extent that it is finally resolved by judgment against the Purchaser, or (iii) any action instituted by or on behalf of the Purchaser against an Indemnified Party to the extent that it is finally resolved by judgment against the Purchaser or in favor of an Indemnified Party.

b. Third Party Beneficiaries. Each Indemnified Party is an intended third-party beneficiary of this Purchase Agreement. The remedies provided in this Section 5 shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or the seeking of any other remedies against the Purchaser.

c. No Waiver. Notwithstanding the foregoing, nothing contained in this Purchase Agreement shall constitute a waiver by a Purchaser of any of his, her or its legal rights under applicable U.S. federal securities and commodities laws or any other laws whose applicability is not permitted to be contractually waived.

6. Limitation of Liability. PLEASE READ THIS SECTION 6 CAREFULLY BECAUSE IT LIMITS THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THE SALE OF THE RFDS.

a. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the other Indemnified Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including where related to loss of revenue, income, or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale of the RFDS or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of RFD and the other Indemnified Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), or other theory, arising out of or relating to these terms exceed the amount Purchaser pays to the Company for the RFDS.

b. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any past, present or future equity holder, officer, director or employee, as such, of the Company or any successor, either directly or through the Company or any successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being, by acceptance hereof and as part of the consideration of the grant of the rights by the Company to the Purchaser, expressly waived and released.

7. Dispute Resolution and Arbitration. PLEASE READ THIS SECTION 7 CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO INDIVIDUALS LOCATED, RESIDENT, OR DOMICILED IN THE UNITED STATES. THIS SECTION REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH A PURCHASER CAN SEEK RELIEF FROM THE COMPANY.

a. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, "**Disputes**") in which the Company seeks, solely or in addition to money damages or other remedies, injunctive or other equitable relief for the alleged unlawful use of intellectual property, including copyrights, trademarks, trade names, logos, trade secrets or patents (collectively, "**Injunction Actions**"), the Purchaser and the

Company (i) to the fullest extent permitted by law, waive the Purchaser's and the Company's respective rights to have any and all Disputes arising from or related to RFDs, the Offering, or the Offering Materials (collectively, the "**Terms**") resolved in a court, and (ii) to the fullest extent permitted by law, 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 (which is 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) in accordance with this Section 7; *provided that* the Company is not required to arbitrate Injunction Actions.

b. No Class Arbitrations, Class Actions, or Representative Actions. Any Dispute arising out of or related to the Terms is personal to the Purchaser and the Company and will be resolved solely through individual arbitration and will 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 attempt to resolve a Dispute as a representative of another individual or group of individuals. Further, 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. Federal Arbitration Act. The Terms affect interstate commerce and the enforceability of this Section 7 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "**FAA**"), to the maximum extent permitted by applicable law.

d. Notice. The Purchaser will notify the Company in writing of any Dispute within 30 days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice of any Dispute shall be sent by certified mail to the Company at 729 Ocean Parkway, Brooklyn, New York 11230. Any notice of a Dispute sent to the Purchaser may be sent to the email address listed on the signature page attached hereto. A notice of any Dispute from the Purchaser 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 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 7, commence an arbitration proceeding; *provided that* the Company may file an Injunction Action in court and is not required to give any notice or seek to resolve a potential Injunction Action before filing an Injunction Action in court.

e. Process. Any arbitration will occur in New York, New York. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("**JAMS**"), which are hereby incorporated by reference. The state and federal courts located in New York, New York will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The parties shall have 14 days from the commencement of arbitration to cooperatively work to select a single arbitrator. After the expiration of 14 days, unless an extension of such deadline is agreed upon, the parties agree that the arbitrator will be selected pursuant to JAMS' existing procedures. The parties agree

that the final arbitration hearing under this Section will occur no later than 60 days from the appointment of the arbitrator. The parties further agree that there will be no discovery of any form in any arbitration under this Section 7.

f. Authority of Arbitrator. As limited by the FAA, the terms of this Purchase Agreement, and the applicable JAMS rules, the arbitrator 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 arbitable, and (ii) the authority to grant any remedy that would otherwise be available in court; *provided, however*, that the arbitrator does not have the authority to conduct a class arbitration or a representative action (which is prohibited by the terms of this Purchase Agreement). The arbitrator may only conduct an individual arbitration and may 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.

g. Rules of JAMS. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by this Purchase Agreement, the Purchaser either (i) acknowledges and agrees that the Purchaser has read and understands the rules of JAMS, or (ii) waives its opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

h. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause, or provision of Section 7 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 Section 7 will remain valid and enforceable. Without limiting the foregoing, the waivers set forth in Section 7(b) are severable from the other provisions of the Purchase Agreement and will remain valid and enforceable, except as prohibited by applicable law.

8. **Miscellaneous.**

a. Notices and Electronic Delivery; Privacy Policy.

i. *Electronic Delivery.* The Company, at its sole and absolute discretion, may provide any notices or other communications given or made to the Purchaser and deliver to the Purchaser (or the Purchaser's designated agents) privacy statements, financial information (audited or otherwise), reports and other communications relating to the Company or otherwise relating to this Purchase Agreement (collectively, "**Disclosures**") in electronic form, such as via email or posting to a password protected website.

ii. The Company will send emails to the email address that the Purchaser has included on the signature page hereto. If an email notification is undeliverable, delivery of the notice is not required to be made to the Purchaser's postal mail address of record except as otherwise required by law. The Purchaser agrees that he, she or it will be solely responsible for notifying the Company in writing of any change in his, hers or its email address and that the Company may not seek to verify or confirm the email address as provided. The Company reserves the right to post communications on their respective websites without providing notice to the Purchaser, when permitted by law.

iii. The Purchaser agrees that all Disclosures provided to the Purchaser via email notification or a website will be deemed to have been good and effective delivery to the Purchaser when sent or posted, regardless of whether the Purchaser actually or timely receives or accesses the email notification or website.

iv. By signing this Purchase Agreement, the Purchaser consents to electronic delivery as described in the preceding sections.

v. In so consenting, the Purchaser acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Purchaser also acknowledges that an email from the Company or its designees may be accessed by recipients other than the Purchaser and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems.

vi. The Purchaser understands that if it has any doubts about the authenticity of an email purportedly sent by the Company or its designees, the Purchaser should contact the purported sender immediately.

vii. The Purchaser agrees to be bound by any affirmation, assent or agreement that the Purchaser transmits to the Company or its affiliates by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent the Purchaser gives to receive communications from the Company or any of its affiliates solely through electronic transmission. The Purchaser agrees that when the Purchaser clicks on an "I Agree," "I Consent," or other similarly worded button or entry field with their mouse, keystroke or other device, its agreement or consent will be legally binding and enforceable against it and will be the legal equivalent of the Purchaser's handwritten signature on an agreement that is printed on paper. The Purchaser agrees that the Company and any of its affiliates may send the Purchaser electronic copies of any and all communications associated with its purchase of RFDs.

b. Revocation. To the extent the Company accepts all or any portion of a Purchaser's subscription for RFDs, the Purchaser acknowledges and accepts that all purchases of the RFDs from the Company during the Offering are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. Purchaser further acknowledges and accepts that the Company reserves the right to refuse (or cancel, prior to the delivery of the related RFDs) Purchase Agreements at any time in its sole discretion.

c. Headings. Section and other headings contained in this Purchase Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Purchase Agreement.

d. Governing Law; Consent to Jurisdiction; Venue and Service of Process. THIS PURCHASE AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES, NOTWITHSTANDING THE PLACE WHERE THIS

PURCHASE AGREEMENT MAY BE EXECUTED BY ANY PARTY. The parties hereby irrevocably agree, consent and submit to (i) the exclusive jurisdiction of the federal and state courts and any applicable arbitral body located within the state of New York with respect to any suit, action, or proceeding with respect to this Purchase Agreement ("**Action**") that is not subject to mandatory arbitration pursuant to Section 7 of this Purchase Agreement or an Injunction Action; and (ii) the non-exclusive jurisdiction of the federal and state courts and any applicable arbitral body located within the state of New York with respect to any Injunction Action. The Purchaser agrees and consents that service of process as provided by U.S. federal and New York law may be made upon the Purchaser in any Action and that he, she, or it may not as a result claim that any Action has been brought in an inconvenient forum.

e. Entire Agreement. This Purchase Agreement along with the other Offering Materials constitute the entire agreement between the parties hereto with respect to the subject matter of this Purchase Agreement and may be amended only in writing, executed by all parties hereto.

f. Severability. Each provision of this Purchase Agreement shall be considered severable. If it is determined by a court of competent jurisdiction that any provision of this Purchase Agreement is invalid or unenforceable under any applicable law, then that provision shall (i) be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with applicable law; and (ii) not affect the validity or enforceability of any other provisions of this Purchase Agreement, and to this extent the provisions of this Purchase Agreement shall be severable.

g. Successors and Assigns. This Purchase Agreement (i) may not be assigned by the Purchaser without the prior written consent of the Company, (ii) shall be binding upon the Purchaser and the heirs, legal representatives, successors and permitted assigns of the Purchaser and shall inure to the benefit of the Company and its successors and assigns, (iii) shall survive the acceptance of the Purchaser as a purchaser of the RFDs, (iv) shall, if the Purchaser consists of more than one person, be the joint and several obligation of each and (v) may be executed in counterparts, all of which when taken together, shall be deemed one original.

h. Survival. The representations, warranties and covenants of the Purchaser and the Company in, and the other provisions of, this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement.

[Signature Page Follows]

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

SOLIDBLOCK HOLDINGS LLC - RED FROG DIGITAL SERIES

By: _____

Name:

Title:

Date: _____

Address:

[_____]

Email: _____

PURCHASER:

By: _____

Name: _____

Address:

Email: _____

Amount funded to Escrow: _____

[to be completed by the Company]

Purchase Price (USD): _____

Number of RFDs: _____

ANNEX I

PURCHASER INFORMATION

1. Name of Purchaser: _____
2. Purchase Price Paid: _____ Currency: _____
3. Tax ID (SSN or EIN for US): _____
4. Purchaser's Residence Address or Principal Place of Business

5. Address for Delivery and Notices (if different from above):

6. Phone Number: _____
7. Email Address: _____
8. For all Purchasers:
☐ I agree to electronic delivery of disclosures and Schedule K-1
9. For Non-Individuals (check one):
 - ☐ Management Company
 - ☐ Limited Partnership
 - ☐ Limited Liability Company
 - ☐ Corporation
 - ☐ Individual Retirement Account (custodian or trustee must sign)
 - ☐ Trust (other than IRA) (trustee must sign)
 - ☐ Qualified Plan (other than IRA)
 - ☐ \ Other: _____
10. For Individuals (check one)
 - ☐ Single Individual (one signatory required)
 - ☐ Joint Tenants with Right of Survivorship (each individual must sign)
 - ☐ Tenants-in-Common (each individual must sign)
 - ☐ Community Property (one signatory required)
 - ☐ Other: _____

[to be completed by the Company at closing]

Number of Red Frog Digital Coin: _____ **Price in USD:** _____

If the Company has chosen, in its sole discretion, to accept a cryptocurrency:

Cryptocurrency: _____ **Price in Such Cryptocurrency:** _____

Jurisdiction of Residence: _____

If Purchaser is a U.S. person, list state of residence: _____

E-Mail Address:

1. Certain Purchaser Representations.

Status as an Accredited Investor or a Non-U.S. person.

☐ Purchaser is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act.

☐ Purchaser is a "non-U.S. person" located outside of the United States who is not purchasing for the account or benefit of a "U.S. person" within the meaning of Regulation S of the Securities Act.

2. Accredited Investor.

The Purchaser hereby represents and warrants, pursuant to Section 2(a) of the attached Purchase Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Purchaser or its authorized representative has signed his, her or its name (or initialed or otherwise indicated that each such category describes the Purchaser).

Check all that apply and sign below:

☐ The Purchaser is a natural person whose net worth on the date of this Agreement (i.e., excess of total assets over total liabilities) exceeds \$1,000,000. See the definition of "Net Worth" below.

☐ The Purchaser is a natural person and had Income in excess of \$200,000 in each of the two most recent years and reasonably expects to have Income in excess of \$200,000 in the current year. See the definition of “Income” below.

☐ The Purchaser, together with the Purchaser’s spouse, had joint Income in excess of \$300,000 in each of the two most recent years and reasonably expects to have joint Income in excess of \$300,000 in the current year. See the definition of “Income” below.

☐ The Purchaser is a director, executive officer, or general partner of the Company or is a director, executive officer or general partner of a general partner of the Company.

☐ The Purchaser is a natural person holding, in good standing, one or more professional certifications or designations or other credentials from an accredited educational institution that the Securities Exchange Commission has designated as qualifying an individual for accredited investor status including holders in good standing of the Series 7, Series 65, and Series 82 licenses.

☐ The Purchaser, if not an individual, is a corporation, a corporation, a Massachusetts or similar business trust, or a limited partnership with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the RFDs.

☐ The Purchaser, if not an individual, is a trust with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the RFDs whose purchase decisions are directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ The Purchaser, if not an individual, is an organization qualified under Section 501(c)(3) of the Internal Revenue Code with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the RFDs.

☐ The Purchaser, if not an individual, is a private business development company as defined under Section 202(a)(22) of the Investment Advisers Act of 1940.

☐ The Purchaser, if not an individual, is (i) a bank or an insurance company (as defined under the Securities Act), (ii) a broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, (iii) an investment company registered under, or a business development company as defined under, the Investment Company Act of 1940, (iv) a Small Business Investment Company licensed by the Small Business Administration under Section 301(c) or (d) of the Small Business Development Act of 1958, (v) a plan established and maintained by any state, its political subdivisions, or any agency or instrumentality thereof for the benefit of its employees with total assets in excess of \$5 million, (vi) an employee benefit plan under ERISA where the decisions are made by a plan fiduciary which is a bank, an insurance company or registered investment adviser or the plan has with total assets in excess of \$5 million or, if self-directed, investment decisions are made sole by accredited Purchasers.

□ The Purchaser, if not an individual, is an entity in which all of the equity owners are accredited investors meeting at least one of the standards set forth above.

For the purposes of the foregoing, “Income” is computed by adding the following items to adjusted gross income as computed for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt bonds, any losses allocated from a limited partnership, amounts contributed to an IRA, 401(k) or retirement plan, and alimony payments.

For purposes of the foregoing, the calculation of “Net Worth,” which is the amount that the Purchaser’s assets exceed his or her liabilities, excluding from such calculation (i) the estimated fair market value of the Purchaser’s primary residence, and (ii) the amount of any indebtedness secured by the Purchaser’s primary residence, in an amount up to the estimated fair market value of such residence, shall not be included as a liability. If the indebtedness secured by the Purchaser’s primary residence exceeds the estimated fair market value of such residence, such excess shall be treated as liability. Notwithstanding clause (ii) above, any increase in the amount of debt secured by the Purchaser’s primary residence that is incurred within 60 days prior to the issuance of the RFDs to the Purchaser shall be included as a liability, even where the estimated fair market value of such residence continues exceed the total debt secured by the residence.

As a condition to the purchase The Purchaser agrees that the Purchaser will provide to the Company or any furnish, upon request of the Company, a copy of the Purchaser’s financial statement to the Company for purposes of verifying the Accredited Investor status of the Purchaser.