

LEGAL DISCLAIMER

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Project purpose: You agree that you are acquiring OGPU to participate in the OpenGPU Network and to obtain services on the ecosystem thereon. The Company, the Distributor and their respective affiliates would develop and contribute to the underlying source code for the OpenGPU Network. The Company is acting solely as an arms' length third party in relation to the OGPU distribution, and not in the capacity as a financial advisor or fiduciary of any person with regard to the distribution of OGPU.

Nature of the Token Documentation: The Token Documentation is a conceptual paper that articulates some of the main design principles and ideas for the creation of a digital token to be known as OGPU. The Token Documentation and the Website are intended for general informational purposes only and do not constitute a prospectus, an offer document, an offer of securities, a solicitation for investment, any offer to sell any product, item, or asset (whether digital or otherwise), or any offer to engage in business with any external individual or entity provided in said documentation. The information herein may not be exhaustive and does not imply any element of, or solicit in any way, a legally-binding or contractual relationship. There is no assurance as to the accuracy or completeness of such information and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information. Where the Token Documentation or the Website includes information that has been obtained from third party sources, the Company, the Distributor, their respective affiliates and/or the OpnGPU Project Contributors have not independently verified the accuracy or completeness of such information. Further, you acknowledge that the project development roadmap, network/ecosystem functionality are subject to change and that the Token Documentation or the Website may become outdated as a result; and neither the Company nor the Distributor is under any obligation to update or correct this document in connection therewith.

Validity of Token Documentation and Website: Nothing in the Token Documentation or the Website constitutes any offer by the Company, the Distributor, or the OpnGPU Project Contributors to sell any OGPU (as defined herein) nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or investment decision. Nothing contained in the Token Documentation or the Website is or may be relied upon as a promise, representation or undertaking as to the future performance of the OpenGPU Network. The agreement between the Distributor (or any third party) and you, in relation to any distribution or transfer of OGPU, is to be governed only by the separate terms and conditions of such agreement.

The information set out in the Token Documentation and the Website is for community discussion only and is not legally binding. No person is bound to enter into any contract or binding legal commitment in relation to the acquisition of OGPU, and no digital asset or other form of payment is to be accepted on the basis of the Token Documentation or the Website. The agreement for distribution of OGPU and/or

continued holding of OGPU shall be governed by a separate set of Terms and Conditions or Token Distribution Agreement (as the case may be) setting out the terms of such distribution and/or continued holding of OGPU (the Terms and Conditions), which shall be separately provided to you or made available on the Website. The Terms and Conditions must be read together with the Token Documentation. In the event of any inconsistencies between the Terms and Conditions and the Token Documentation or the Website, the Terms and Conditions shall prevail.

Deemed Representations and Warranties: By accessing the Token Documentation or the Website (or any part thereof), you shall be deemed to represent and warrant to the Company, the Distributor, their respective affiliates, and the OpnGPU Project Contributors as follows:

- (a) in any decision to acquire any OGPU, you have not relied and shall not rely on any statement set out in the Token Documentation or the Website;
- (b) you shall at your own expense ensure compliance with all laws, regulatory requirements and restrictions applicable to you (as the case may be);
- (c) you acknowledge, understand and agree that OGPU may have no value, there is no guarantee or representation of value or liquidity for OGPU, and OGPU is not an investment product nor is it intended for any speculative investment whatsoever;
- (d) none of the Company, the Distributor, their respective affiliates, and/or the OpnGPU Project Contributors shall be responsible for or liable for the value of OGPU, the transferability and/or liquidity of OGPU and/or the availability of any market for OGPU through third parties or otherwise; and
- (e) you acknowledge, understand and agree that you are not eligible to participate in the distribution of OGPU if you are a citizen, national, resident (tax or otherwise), domiciliary and/or green card or permanent visa holder of a geographic area or country (i) where it is likely that the distribution of OGPU would be construed as the sale of a security (howsoever named), financial service or investment product and/or (ii) where participation in token distributions is prohibited by applicable law, decree, regulation, treaty, or administrative act (including without limitation the United States of America, Canada, and the People's Republic of China); and to this effect you agree to provide all such identity verification document when requested in order for the relevant checks to be carried out.

The Company, the Distributor and the OpnGPU Project Contributors do not and do not purport to make, and hereby disclaims, all representations, warranties or undertaking to any entity or person (including without limitation warranties as to the accuracy, completeness, timeliness, or reliability of the contents of the Token Documentation or the Website, or any other materials published by the Company or the Distributor). To the maximum extent permitted by law, the Company, the Distributor, their respective affiliates and service providers shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including, without limitation, any liability arising from default or negligence on the part of any of them, or any loss of revenue, income or profits, and loss of use or data) arising from the use of the Token Documentation or the Website, or any other materials published, or its contents (including without limitation any errors or omissions) or otherwise arising in connection with the same. Prospective acquirors of OGPU should carefully consider and evaluate all risks and uncertainties (including financial and legal risks and uncertainties) associated with the distribution of OGPU, the Company, the Distributor and the OpnGPU Project Contributors.

OGPU Token: The native cryptographically-secure fungible protocol token of the OpenGPU Network (ticker symbol OGPU) is a transferable representation of attributed utility functions specified in the protocol/code of the OpenGPU Network, and which is designed to be used solely as an interoperable utility token thereon.

OGPU is a functional multi-utility token which will be used as the medium of exchange between participants on the OpenGPU Network in a decentralised manner. The goal of introducing OGPU is to

provide a convenient and secure mode of payment and settlement between participants who interact within the ecosystem on the OpenGPU Network without any intermediaries such as centralised third party entity/institution/credit. It is not, and not intended to be, a medium of exchange accepted by the public (or a section of the public) as payment for goods or services or for the discharge of a debt; nor is it designed or intended to be used by any person as payment for any goods or services whatsoever that are not exclusively provided by the issuer. OGPU does not in any way represent any shareholding, ownership, participation, right, title, or interest in the Company, the Distributor, their respective affiliates, or any other company, enterprise or undertaking, nor will OGPU entitle token holders to any promise of fees, dividends, revenue, profits or investment returns, and are not intended to constitute securities in the British Virgin Islands, Singapore or any relevant jurisdiction. OGPU may only be utilised on the OpenGPU Network, and ownership of the same carries no rights, express or implied, other than the right to use OGPU as a means to enable usage of and interaction within the OpenGPU Network. The secondary market pricing of OGPU is not dependent on the effort of the OpenGPU Project Contributors, and there is no token functionality or scheme designed to control or manipulate such secondary pricing.

Further, OGPU is required as virtual crypto "gas" for using certain designed functions on the OpenGPU Network, providing the economic incentives which will be distributed to encourage users to exert efforts towards contribution and participation in the ecosystem on the OpenGPU Network, thereby creating a mutually beneficial system where active participants are fairly compensated for their efforts. OGPU is an integral and indispensable part of the OpenGPU Network, because without OGPU, there would be no incentive for users to expend resources to participate in activities or provide services for the benefit of the ecosystem. Given that additional OGPU will be awarded to a user based only on its actual usage, activity and efforts made on the OpenGPU Network and/or proportionate to the frequency and volume of transactions, users of the OpenGPU Network and/or holders of OGPU which did not actively participate will not receive any OGPU incentives.

The OGPU token is the native platform currency of the OpenGPU Network blockchain, so it would be utilised by users to pay for transaction fees (i.e. "gas fees") for all blockchain transactions on the OpenGPU Network.

OGPU also serves as the default currency for computational task payments serviced (peer-to-peer) within the network. This dual functionality simplifies interactions and provides a unified payment system for all network participants.

The network functions on a network of validators to provide computing resources and maintain the security mechanism of the network, so providers would need to be incentivised for their contributions – OGPU is utilised as the unit of account to reward these active participants.

As an indicator of commitment to services, providers are required to stake OGPU to prove credibility and accountability when offering computational resources and executing tasks. This would serve to ensure network security and prevent spam. Likewise, clients would also be required to stake OGPU to prove their tasks are credible and secure. This staking mechanism ensures that all network participants have a vested interest in maintaining the network's integrity and reliability. Participants risk losing their staked OGPU if they act maliciously or against the network's interests.

Similarly, validators which play a crucial role in maintaining network security by validating transactions and ensuring consensus are required to stake OGPU as collateral that may be slashed for malicious behavior or network violations.

OGPU are designed to be utilised, and that is the goal of the OGPU distribution. In particular, it is highlighted that OGPU:

- (a) does not have any tangible or physical manifestation, and does not have any intrinsic value/pricing (nor does any person make any representation or give any commitment as to its value);
- (b) is non-refundable, not redeemable for any assets of any entity or organisation, and cannot be exchanged for cash (or its equivalent value in any other digital asset) or any payment obligation by

the Company, the Distributor or any of their respective affiliates;

- (c) does not represent or confer on the token holder any right of any form with respect to the Company, the Distributor (or any of their respective affiliates), or their revenues or assets, including without limitation any right to receive future dividends, revenue, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property or licence rights), right to receive accounts, financial statements or other financial data, the right to requisition or participate in shareholder meetings, the right to nominate a director, or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the OpenGPU Network, the Company, the Distributor and/or their service providers;
- (d) is not intended to represent any rights under a contract for differences or under any other contract the purpose or intended purpose of which is to secure a profit or avoid a loss;
- (e) is not intended to be a representation of money (including electronic money), payment instrument, security, commodity, bond, debt instrument, unit in a collective investment or managed investment scheme or any other kind of financial instrument or investment;
- (f) is not a loan to the Company, the Distributor or any of their respective affiliates, is not intended to represent a debt owed by the Company, the Distributor or any of their respective affiliates, and there is no expectation of profit nor interest payment; and
- (g) does not provide the token holder with any ownership or other interest in the Company, the Distributor or any of their respective affiliates.

Notwithstanding the OGPU distribution, users have no economic or legal right over or beneficial interest in the assets of the Company, the Distributor, or any of their affiliates after the token distribution.

For the avoidance of doubt, neither the Company nor the Distributor deals in, or is in the business of buying or selling any virtual asset or digital payment token (including OGPU). Any sale or distribution of tokens would be performed during a restricted initial period solely for the purpose of obtaining project development funds, raising market/brand awareness, as well as community building and social engagement; this is not conducted with any element of repetitiveness or regularity which would constitute a business.

To the extent a secondary market or exchange for trading OGPU does develop, it would be run and operated wholly independently of the Company, the Distributor, the distribution of OGPU and the OpenGPU Network. Neither the Company nor the Distributor will create such secondary markets nor will either entity act as an exchange for OGPU.

Informational purposes only: The information set out herein is only conceptual, and describes the future development goals for the OpenGPU Network to be developed. In particular, the project roadmap in the Token Documentation is being shared in order to outline some of the plans of the OpenGPU Project Contributors, and is provided solely for **INFORMATIONAL PURPOSES** and does not constitute any binding commitment. Please do not rely on this information in deciding whether to participate in the token distribution because ultimately, the development, release, and timing of any products, features or functionality remains at the sole discretion of the Company, the Distributor or their respective affiliates, and is subject to change. Further, the Token Documentation or the Website may be amended or replaced from time to time. There are no obligations to update the Token Documentation or the Website, or to provide recipients with access to any information beyond what is provided herein.

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Cautionary Note on forward-looking statements: All statements contained herein, statements made in press releases or in any place accessible by the public and oral statements that may be made by the Company, the Distributor and/or the OpnGPU Project Contributors, may constitute forward-looking statements (including statements regarding the intent, belief or current expectations with respect to market conditions, business strategy and plans, financial condition, specific provisions and risk management practices). You are cautioned not to place undue reliance on these forward-looking statements given that these statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results to be materially different from that described by such forward-looking statements, and no independent third party has reviewed the reasonableness of any such statements or assumptions. These forward-looking statements are applicable only as of the date indicated in the Token Documentation, and the Company, the Distributor as well as the OpnGPU Project Contributors expressly disclaim any responsibility (whether express or implied) to release any revisions to these forward-looking statements to reflect events after such date.

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English language: The Token Documentation and the Website may be translated into a language other than English for reference purpose only and in the event of conflict or ambiguity between the English language version and translated versions of the Token Documentation or the Website, the English language versions shall prevail. You acknowledge that you have read and understood the English language version of the Token Documentation and the Website.

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