

PLEASE READ THIS CAREFULLY. BY PURCHASING THE TOKENS YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

NO GOVERNMENTAL AUTHORITY HAS REVIEWED THIS AGREEMENT OR THE BUSINESS PLAN OR ANY OTHER RELATED DOCUMENTS OR COMMUNICATIONS OR CONFIRMED THE ACCURACY, TRUTHFULNESS, OR COMPLETENESS OF THIS AGREEMENT OR THE BUSINESS PLAN OR ANY RELATED DOCUMENTS OR COMMUNICATIONS. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

THE DISTRIBUTION OF THE TOKENS MAY BE PROHIBITED OR RESTRICTED BY THE LAWS, REGULATORY REQUIREMENTS, AND RULES OF YOUR JURISDICTION. NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFER, SALE, POSSESSION OR DISTRIBUTION OF THE TOKENS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IN THE CASE WHERE ANY RESTRICTION APPLIES, YOU ARE TO INFORM YOURSELF ABOUT, AND TO OBSERVE, ANY RESTRICTIONS WHICH ARE APPLICABLE AT YOUR OWN EXPENSE AND WITHOUT ANY LIABILITY TO THE COMPANY. THE TOKENS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER APPLICABLE LAWS.

**xManna Software Technologies Inc.
TOKEN SUBSCRIPTION AGREEMENT**

THIS TOKEN SUBSCRIPTION AGREEMENT (this “Agreement”) is entered into by and among the undersigned purchaser (the “Subscriber”) and xManna Software Technologies Inc. a Florida corporation, and governs the purchase of ERC-1404 based cryptographic tokens called the XMANNA Tokens (the “Tokens”). The Subscriber and the Company are herein individually referred to as a “Party” and collectively, as the “Parties”.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, intending to be legally bound hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Subscription.** Subject to the terms contained herein, the Subscriber hereby subscribes (the “Subscription”) to purchase from the Company, and the Company hereby agrees to issue and sell to the Subscriber, Tokens proposed to be initially issued by the Company (as defined below).

2. **Tokens, Method of Payment.**

A. The Subscriber hereby subscribes to purchase the number of Tokens as described in the Annex. Payment of the Purchase Price shall be made at the time of Subscription by delivery of funds to the Company in accordance with the Company’s instructions. The price per Token to determine the aggregate Purchase Price shall be \$1.00, subject to potential Incentive Discount, as described in the Token Private Placement Memorandum. There is no guarantee that the Tokens shall be valued on the same basis by independent third parties, and the Company does not represent that the proposed valuation represents the fair market value of the Tokens. The total number of Tokens the Subscriber shall be entitled to shall be rounded down to the nearest four decimals in the event that the Purchase Price paid by the Subscriber would result in a total number of Tokens that contains a fraction.

B. The Company will accept payment for the Tokens purchased under this Agreement in U.S. dollars, USD Coin (“USDC”), and Ethereum (“ETH”). In the case of payment in U.S. dollars, no

Subscription Agreement having a Purchase Price in an amount less than \$2,000.00 will be accepted by the Company. The Subscriber shall make the required payment to the Company in consideration for the Subscriber's purchase of the Tokens via (i) wire transfer to a bank account designated by the Company, in the event that the Purchase Price is payable in USD, or (ii) pursuant to the procedures set forth on the Investment Portal (<https://one.inx.co/xmanna> or <https://xmanna.com/>) the platform through which the Tokens are being offered and sold. For purposes of this instrument, the value of the Purchase Price shall be deemed in U.S. dollars whether the Subscriber pays in USDC, USD and ETH, valued at the Applicable Exchange Rate for USDC, USD and ETH. The term "Applicable Exchange Rate" shall mean the volume-weighted average hourly price as specified for such virtual currency's index price identified on Nomics.com ("Nomics") in the one hour immediately prior to Subscriber submitting the payment transaction on the relevant blockchain network; *provided, however*, that in the event that Nomics' indices experience technical issues in such period that affect the accuracy of the volume weighted average price, the Company will use its reasonable best efforts to determine the volume-weighted average price for such period.

C. Subscriber acknowledges and understands that the proceeds from the sale of the Tokens will be utilized by the Company in its sole discretion.

D. Subscriber acknowledges and understands that the minimum Subscription amount shall be US \$2,000.00 or such equivalent in USDC, USD or ETH.

3. **Closing.** This Agreement shall not be binding on the Company until the satisfaction of each of the Closing Conditions set forth in Section 6 below and this Agreement has been accepted by the Company, which shall be evidenced by the Company countersigning this Agreement and the delivery thereof to the Subscriber. The closing of the purchase and sale of the Tokens shall occur upon the Company's acceptance of this Agreement and the delivery of the Purchase Price by the Subscriber to the Company at the Closing, at which point, the Purchase Price shall be deemed disbursed to the Company (the "Closing"). For U.S. Subscribers, the Tokens shall be delivered to the Subscriber after the 12 month lock-up period at the blockchain address provided to the Company by Subscriber. For non-U.S. Subscribers, the Tokens shall be delivered to the Subscriber within 45 business days of the Closing at the blockchain address provided to the Company by Subscriber.

4. **Acceptance of Subscription.** The Subscriber understands that this Subscription is not binding on the Company unless and until it is accepted by the Company. If this Subscription is not accepted by the Company, then the funds transmitted herewith shall be returned to the Subscriber, without interest, for payments received in USDC, USD or ETH, the return of funds will be denominated and paid in the same form of such virtual currency actually received by the Company, and this Agreement shall be null and void. If some, but not all, of this Subscription is accepted, the amount of the Purchase Price tendered for this Subscription shall be appropriately modified and any amount of the initial payment paid in excess of the accepted portion of the Subscription shall be returned to the Subscriber, without interest and, in the event that such Purchase Price has been tendered in USDC, USD or ETH, the return of excess amounts will be denominated and paid in the same form of such virtual currency actually received by the Company. The Company intends to allocate Tokens in a manner consistent with the goals described in the Information Documents (as defined below), which goals include achieving a sufficiently distributed and decentralized community of Token holders. Accordingly, the Company may impose restrictions on the amount of Tokens an individual may purchase in its sole discretion, and these restrictions may be adjusted from time to time in the Company's sole discretion. While the Company intends to communicate such restrictions clearly and consistently, in no way shall such communications prohibit the Company from exercising its discretion to accept or reject (in whole or in part) a Subscription Agreement.

5. **Subscription Irrevocable.** Except as provided in Section 4, this Subscription is irrevocable and the Subscriber agrees it is not entitled to cancel, terminate, or revoke this Subscription. The Subscriber

agrees and acknowledges that the Subscriber's subscription will not be returned, except in the event that the Company rejects the subscription in whole or in part, which it may do in its sole discretion. The Subscriber fully acknowledges, understands and agrees that this Agreement shall become effective and binding on the Subscriber upon the earlier of (a) the signature of this Agreement by the Subscriber; or (b) the moment the Subscriber ticks the check-box on the website of the Company to indicate and confirm that it has read, acknowledged, understood and agrees to the terms of this Agreement and clicks submit; or (c) the moment the payment is made by the Subscriber for the Tokens.

6. **Conditions to Obligations of the Company.** The obligations of the Company to issue the Tokens to the Subscriber at the Closing are subject to the fulfillment (or waiver by the Company), before or at the time of the Closing, of each of the following conditions:

A. *Execution of Subscriber Documents.* The Subscriber will have executed and delivered (i) this Agreement and (ii) all other requisite questionnaires and documents required on and through the INXS platform, including the completion of any relevant KYC/AML procedures and submission of additional information regarding the Subscriber's beneficial ownership if such Subscriber is an entity. Collectively, this Agreement and all requisite documents and information required are hereinafter referred to as the "Subscriber Documents."

B. *Accuracy of the Subscriber's Representations.* The representations made by the Subscriber in the Subscriber Documents (which are incorporated by this reference as part of this Agreement) shall be accurate in all material respects when made and at the time of Closing.

C. *Performance by the Subscriber.* The Subscriber shall have duly performed and complied in all material respects with all agreements, covenants and conditions contained in this Agreement required to be performed or complied with by the Subscriber before the Closing including, without limitation, payment to the Company of the Purchase Price and the submission of sufficient documentation and records to permit the Company to verify that the Subscriber is not a United States Person.

7. **Information Documents.**

A. *Receipt of Information Documents.* The Subscriber has been furnished with and hereby acknowledges receipt of the following documents (collectively, the "Information Documents"): (i) Subscriber Documents; (ii) the xManna Private Placement Memorandum generally describe the Company's proposed technology, business and the Tokens, and (iii) the Risk Factors.

B. *Information Document Acknowledgement.* The Subscriber has reviewed (or had its legal, tax or financial advisers review) to the extent the Subscriber deemed appropriate, and understands, the contents of the Information Documents. The Subscriber acknowledges that the Company has provided the Subscriber with information about the subscription in the Tokens in light of the Subscriber's business and financial sophistication.

8. **Representations of the Company.** The Company represents and warrants to the Subscriber that the Company is a Florida corporation with limited liability and, to its knowledge, has all requisite power and authority to carry on its business as proposed to be conducted and to issue the Tokens to the Subscriber.

9. **Covenants and Representations of the Subscriber.** Knowing the Company will rely on the following information to determine the applicability of various securities laws, the suitability of the Subscriber as an investor in the Company, and for certain other purposes, the Subscriber hereby covenants, represents and warrants (as applicable) to the Company that:

A. *No Violation.* The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of

time or the giving of notice: (a) any provision of, or result in the breach of, any applicable laws, the memorandum and articles of association, articles of incorporation, bylaws or other organizational documents, if applicable; (b) any provision of any judgment, decree or order to which the Subscriber is a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which the Subscriber is a party or by which it is bound; or (d) any laws applicable to the Subscriber. The Subscriber is not a citizen or resident of or beneficially owned by a citizen or a resident of a country where the purchase or distribution of the Tokens would be prohibited or a country otherwise prohibited in participating in the sale of Tokens (each a “**Restricted Person**”). The Company is not bound by this Agreement if either this Agreement has been entered into by a Restricted Person as the Subscriber or any third party acting as the Subscriber has entered into this Agreement or has purchased Tokens on behalf of a Restricted Person. The Company may take all necessary and appropriate actions as it deems necessary and in its sole discretion to invalidate this Agreement.

B. *Tokens Not Registered.* The Subscriber understands the Tokens have not been registered under the Securities Act of 1933 (the “Securities Act”) in reliance on certain exemptions thereunder for transactions not involving any public offering or under the laws of any state, and the Tokens have not been approved or disapproved by the SEC or by any other federal or state agency of the U.S. or other jurisdiction, and no such agency has passed on the accuracy or adequacy of the Information Documents. The Subscriber understands that the Company is under no obligation to register the Tokens on the Subscriber’s behalf or to assist the Subscriber in complying with any exemption from registration under the Securities Act or under the securities laws of any state.

C. *Investment Intent.* The Subscriber is acquiring the Tokens subscribed hereby solely for the Subscriber’s own account for investment and not on behalf of other persons and not with a view to or for resale, division, or distribution thereof, or the grant of any participation therein. The Subscriber has no present intent to distribute or sell to any other person any of such Tokens or to grant any participation therein.

D. *Transfers Restricted.* The Subscriber understands there are substantial restrictions on the transferability of the Tokens imposed by the Securities Act and the securities laws of the states or jurisdictions in which the Tokens are sold. As such, the Subscriber acknowledges the Tokens may not be sold or otherwise transferred except (i) in accordance with an effective registration statement under applicable securities laws; (ii) in accordance with a transaction which, in the opinion of counsel acceptable to the Company, will not be in violation of applicable securities laws; or (iii) at such other period in which the Company’s Board of Directors of the Company (the “Board”) determines in its sole discretion.

E. *Risks.* The Subscriber recognizes that an investment in the Tokens involves a significant degree of risk and understands such risks, including, without limitation, those risks set forth in the Private Placement Memorandum attached hereto. The Subscriber is aware that any forward-looking statements made by the Company in connection with the offer and sale of the Tokens, such as statements of the Company’s strategies, plans, objectives, expectations and intentions, involve substantial risks and uncertainties. The Company’s actual results could differ materially from those anticipated in these forward-looking statements. The Subscriber recognizes that a purchase of the Tokens involves substantial risks, including without limitation, the lack of demand for Tokens, the inability to ever sell such Tokens, and that the actual performance of the Tokens could differ materially from those anticipated by the Company in any forward-looking statements.

F. *Restricted Securities.* The Tokens shall be restricted securities under the Securities Act and instruments representing the Tokens (if any) will contain one or more legends substantially as follows:

THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR

OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT COVERING THE TRANSFER OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT REGISTRATION UNDER THE SECURITIES ACT OR STATE SECURITIES LAWS IS NOT REQUIRED FOR SUCH TRANSFER.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES AGREES THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (B) PURSUANT TO REGISTRATION UNDER THE U.S. SECURITIES ACT, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (C) PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED HEREBY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT.

G. *Sophistication.* The Subscriber has such knowledge and experience in business and financial matters as to be capable of evaluating the Company and the proposed activities thereof and the risks and merits of an investment in the Company and of making an informed investment decision therein.

H. *Proportionality and Suitability.* The number of Tokens subscribed for by the Subscriber is not unreasonably large when compared with the Subscriber’s total financial capacity and, therefore, the Subscriber can bear the economic risk of the investment, including a complete loss thereof without impairing the Subscriber’s ability to provide for the Subscriber (and, in the case of an individual Subscriber, his or her family) in the same manner as the Subscriber was prior to making such investment. The nature and amount of the investment is suitable for the Subscriber and consistent with the Subscriber’s overall investment program and financial condition.

I. The Subscriber is not a “distributor” of securities, as that term is defined in Regulation S, nor a dealer in securities. The Subscriber is purchasing the Tokens as principal for its own account, for investment purposes only and not with an intent or view towards further sale or distribution (as such term is used in Securities Act §2(11)) thereof and has not pre-arranged any sale with any other purchaser and has no plans to enter into any such agreement or arrangement.

J. The Subscriber is not an Affiliate of the Company nor is any Affiliate of the Subscriber an Affiliate of the Company. An “Affiliate” is an individual or corporation, partnership, trust, incorporate or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (each of the foregoing, a “Person”) that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act. Any investment fund or managed account that is managed on a discretionary basis by the same investment manager as the Subscriber will be deemed to be an Affiliate of the Subscriber.

K. The Subscriber understands that the Tokens have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The

Tokens are “restricted securities” within the meaning of Regulation S, promulgated under the Securities Act.

L. *Non-U.S. Persons.* If the Subscriber is not a United States Person and hereby represents, warrants and covenants as follows:

i. The Subscriber acknowledges and warrants that, to the extent the provisions of the Securities Act are applicable to such Subscriber’s purchase, (a) the issuance and sale to the Subscriber of the Tokens is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation S; (b) it is not a United States Person and is not acquiring the Tokens for the account or benefit of any United States Person; and (c) the offer and sale of the Tokens has not taken place, and is not taking place, within the United States of America or its territories or possessions. The Subscriber acknowledges that the offer and sale of the Tokens has taken place, and is taking place in an “offshore transaction,” as such term is defined in Regulation S.

ii. The Subscriber acknowledges and agrees that, pursuant to the provisions of Regulation S, the Tokens cannot be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any United States Person or within the United States of America or its territories or possessions for a period of 12 months after the issuance of the Tokens to Subscriber, unless such Tokens are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available. The Subscriber acknowledges that it has not engaged in any hedging transactions with regard to the Tokens.

iii. The Subscriber consents to the placement of a legend on any certificate, note or other instrument (if any) evidencing the Tokens and understands that the Company will be required to refuse to register any transfer of Tokens not made in accordance with applicable U.S. securities laws.

iv. The Subscriber acknowledges that the Tokens may only be sold offshore in compliance with Regulation S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the Tokens under Regulation S, the Company will not register a transfer not made in accordance with Regulation S, under an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act.

v. The Subscriber is not subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act (a “Disqualification Event”), and there is no proceeding or investigation pending or, to the knowledge of Subscriber, threatened by any governmental authority, that would reasonably be expected to become the basis for a Disqualification Event.

vi. The Subscriber represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the offering of the Tokens, including: (a) the legal requirements within its jurisdiction for the purchase of the Tokens; (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 the Tokens. The Subscriber’s purchase and its continued beneficial ownership of the Tokens will not violate any applicable securities or other laws of the jurisdiction of its residence.

M. *Accredited Investor.* If the Subscriber is a U.S. Person, the Subscriber hereby represents and warrants the following:

i. The Subscriber is a natural person whose individual net worth (not including the value of your primary residence), or joint net worth with the Subscriber’s spouse, presently exceeds USD \$1,000,000; or

- ii. The Subscriber is a natural person who had an individual income in excess of USD \$200,000 in each of the two most recent years or joint income with the Subscriber's spouse in excess of USD \$300,000 in each of those years and you reasonably expect reaching the same income level in the current year; or
- iii. The Subscriber is a corporation, partnership, limited liability company, or other entity in which all of the equity owners are "Accredited Investors" (each meeting at least one of these suitability requirements); or
- iv. The Subscriber is a trust with total assets in excess of USD \$5,000,000 and was not formed for the specific purpose of acquiring Tokens, the trustee of which has such knowledge and experience in investing and/or financial and business matters that they are capable of evaluating the merits and risks of subscribing to the Tokens; or
- v. The Subscriber is either a bank, savings and loan association or other financial institution; a registered securities broker or securities dealer; an insurance company; a registered investment company or business development company; a licensed Small Business Investment Company; or a private business development company; or
- vi. The Subscriber is a state-sponsored pension plan with total assets in excess of USD \$5,000,000; or
- vii. The Subscriber is an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD \$5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "Accredited Investors" (meeting at least one of the listed suitability requirements); You are a non-profit organization described in section 501(c)(3) of the U.S. Internal Revenue Code that was not formed for the specific purpose of acquiring Tokens and have total assets in excess of USD \$5,000,000; or
- viii. The Subscriber is a director, executive officer, or manager of the Token Issuer or its Affiliates.

N. *Authorization of Agreement, etc.* The Subscriber has the full capacity, power and authority to execute and deliver to the Company this Agreement and the Subscriber Documents. This Agreement and the Subscriber Documents are the legal, valid and binding obligations of the Subscriber enforceable against the Subscriber in accordance with their terms, except as such enforceability may be affected by (a) applicable bankruptcy, reorganization, insolvency, moratorium and other similar laws and court decisions of general application, including, without limitation, statutory and other laws regarding fraudulent or preferential transfers relating to, limiting or affecting the enforcement of creditors' rights generally; or (b) general principles of equity, including the effect of such general principles of equity upon the specific enforceability of any of the remedies, covenants or other provisions contained herein or therein and their application (regardless of whether enforcement is considered in a proceeding at law or in equity or in accordance with arbitration) as such principles relate to, limit or affect the enforcement of creditors' rights generally.

O. *No Equity Stake.* The Subscriber understands that the Tokens do not represent any form of equity interest in the Company, its parent company or any affiliate thereof, nor any debt obligation of the Company or its affiliates. The Subscriber has no right against the Company or any other affiliate thereof except in the event of the Company's breach of this Agreement or intentional fraud.

P. *Update of Representations; Reliance by the Company.* All information the Subscriber has provided or will provide to the Company in connection with this Agreement is true, correct and complete as of the date of execution of this Agreement and as of the date of the Closing. The Subscriber will promptly provide to the Company written notice of any material changes in such information and such information will be true, correct and complete as of the date given and as of the date of the Closing.

Q. *Anti-Money Laundering Compliance.* To the extent required by any governmental authority or by applicable law, the Subscriber represents and warrants that it complies with all anti-money laundering and counter-terrorism financing requirements. None of the funds, including virtual currency or cryptocurrency, that the Subscriber uses to purchase the Tokens are derived from or related to any unlawful activities, including money laundering or terrorist financing, and the Subscriber will not use the Tokens to finance, engage in, or otherwise support any unlawful activities as may be defined by any governmental authority, including any United States federal or state, or international, laws and regulations, and anti-money laundering laws and regulations of any other jurisdiction to which the Subscriber is subject. Neither the Subscriber, nor any person having a direct or indirect beneficial interest in the Subscriber, if applicable, or any person for whom the Subscriber is acting as agent or nominee in connection with the Tokens, is the subject of (or is subject to) sanctions administered or enforced by any governmental authority, or is organized or residing in a country or territory that is the subject of country-wide or territory-wide sanctions administered or enforced by any governmental authority. Any and all payments by the Subscriber under this Agreement will be made only in the Subscriber's name, from a digital wallet or bank account not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force.

R. *Tax Considerations.* The Subscriber is not relying on the Company or any of the Company's professional advisers with respect to individual tax considerations involved in an investment in the Tokens. The Subscriber understands and acknowledges there can be no assurances as to the tax results of an investment in the Tokens and the ownership thereof.

S. *Allocation and Sale of Tokens to Company Service Providers.* Subscriber understands and consents to the participation of the Company's past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors and service providers in the purchase of Tokens, including people who may work on the development and implementation of Company's projects or who may work for Company's future businesses or affiliates which Company may establish with a portion of the proceeds from the sale of Tokens.

T. *Access to Information.* The Subscriber has either consulted its own investment adviser, attorney or accountant about the investment in and proposed purchase of the Tokens and the suitability to the Subscriber or chosen not to do so, despite the recommendation of such course of action by the Company. The Subscriber (or its professional advisers) has been provided an opportunity to ask questions of, and the Subscriber has received answers thereto that are satisfactory to the Subscriber from, the Company and its representatives regarding the Company, the Information Documents and other matters pertaining to the Company and this investment, and the Subscriber has obtained all additional information requested by the Subscriber. The Subscriber acknowledges that the Subscriber has received or had the opportunity to request and review all information regarding the Company and this investment material to the Subscriber's investment decision regarding the Tokens.

U. *No Representations, Warranties or Covenants.* None of the Company or any of its officers, directors, employees, managers, members, agents or affiliates has made any oral or written representations, warranties or covenants to the Subscriber, other than those expressly set forth herein.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE TOKENS, THE

ALLOCATION AND DISTRIBUTION OF THE TOKENS, THE TOKENS SMART CONTRACT OR THE PLATFORM. THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OF WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, RESULTS OF THE PLATFORM LAUNCH AND FUTURE OPERATION, AS WELL AS ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ABSENCE OF ANY DEFECTS WITH RESPECT TO THE TOKENS SMART CONTRACT, TOKENS, OR THE ABILITY OF ANYONE TO MAKE PAYMENTS, USE THE TOKENS SMART CONTRACT AND PURCHASE TOKENS, OR 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. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE PROCESS OF PURCHASING TOKENS OR RECEIVING TOKENS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE TOKENS ARE RELIABLE AND ERROR-FREE. THE SUBSCRIBER ACKNOWLEDGES AND UNDERSTANDS THAT THE SUBSCRIBER MAY LOSE ANY AND ALL MONEY AND/OR OTHER FUNDS, INCLUDING VIRTUAL CURRENCY OR CRYPTOCURRENCY, PAID FOR THE TOKENS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SUBSCRIBER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

V. *Deemed Jurisdiction of the Transfer of Tokens.* Subscriber acknowledges and agrees that this Agreement is an Agreement between Subscriber and the Company, a Utah company. Subscriber further acknowledges and agrees that the sale of Tokens and transfer of title to the Tokens, and any transactions relating thereto, shall be deemed to have occurred in the state of Utah.

10. **Indemnification.** The Subscriber agrees to indemnify, hold harmless and reimburse the Company and its officers, directors, employees, managers, members, agents and affiliates and any person acting on behalf of any of the foregoing (the "Indemnified Parties"), from and against all expenses or amounts paid (including legal and arbitration fees and expenses of counsel), damage, loss, penalty, liability, cost and expense (including reasonable attorneys' fees) which any of them may incur by reason of any breach of this Agreement by the Subscriber, including, without limitation, any inaccuracy contained in the Subscriber's representations, warranties or agreements in this Agreement or in any questionnaire. The Company reserves the right to exercise sole control over the defense, at the Subscriber's expense, of any claim subject to indemnification hereunder. Any Restricted Person who makes payments, uses the Tokens Smart Contract and/or purchases Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis shall be solely liable for, and indemnifies, defends and holds the Indemnified Parties harmless from any damages that may arise from or is a result of such person's unlawful, unauthorized or fraudulent making of payments, use of the Tokens Smart Contract and/or purchase of Tokens. Any Restricted Person who makes payments, uses the Tokens Smart Contract and/or purchases Tokens or enters into this Agreement on unlawful, unauthorized or fraudulent basis understands, acknowledges and accepts that it may lose and the Company has the right to retain any and all money and/or other funds, including virtual currency or cryptocurrency, paid for Tokens as a penalty for violation of this Agreement and misrepresentation hereunder.

11. **Limitation of Liability.**

A. To the fullest extent permitted by the applicable law, the Company hereby expressly disclaims its liability, and shall in no case be liable to any person including the Subscriber, for:

i. any person making payments, using the Tokens Smart Contract and/or purchasing Tokens in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction and by any governmental authority;

ii. any person making payments, using the Tokens Smart Contract and/or purchasing Tokens in violation of any representation, warranty, obligation, covenants or other provision hereunder, and the resulting failure or inability to retrieve his/her payment or to claim relevant purchased Tokens;

iii. failure, abortion, delay or rescheduling of the Platform development and resulting failure to meet any anticipated milestone;

iv. any malfunction, breakdown, collapse, rollback or hardforking of the blockchain;

v. failure of the Tokens to meet any specific purpose, or unfitness for any specific use;

vi. utilization of proceeds by the Company;

vii. failure to timely and completely disclose any information relating to the development of the Platform;

viii. any Subscriber's divulgence, loss or destruction of any private key(s) associated with digital wallet or vault storing Tokens;

ix. trading or speculation of the Tokens by any person;

x. listing or delisting of the Tokens on or from any cryptocurrency exchange;

xi. the Tokens being classified or treated by governmental authority as a kind of currency, securities, commercial paper, negotiable instrument, investment or otherwise that may be banned, regulated or subject to certain legal restrictions; and

xii. any risk factors disclosed herein and any damage that is caused by, associated with, in connection with, incidental to or consequential to that risk factor.

B. To the fullest extent permitted by the applicable law, the Subscriber releases the Company from any and all responsibility, liability, claims, demands, and/or damages based on, arising out of or relating to this Agreement, any possible disputes and controversies with the Subscriber and the acts or omissions of any third parties.

C. Notwithstanding anything in this Agreement, in no circumstances shall the aggregate joint liability of the Company and any affiliates parties, whether in contract, warrant, tort or other theory, for damages to the Subscriber hereunder shall exceed the amount received by the Company from the Subscriber, after deduction of any amounts recovered by the Subscriber or which the Subscriber is entitled to cover from any third parties.

D. The Subscriber understands and agrees that the Company shall not be liable for any violation hereof when and to the extent such violation is caused by or results from acts beyond the reasonable control of the Company, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or

acts, or other civil unrest; (d) changes in law; (e) action by any governmental authority; or (f) industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, blockchain hard fork, double spending attack, technological change and, for the avoidance of doubt, changes to any blockchain-related protocol.

12. **Verification.** The Subscriber hereby authorizes the Company to verify any of the information set forth in or provided under this Agreement. The Subscriber understands the Subscriber may be required to furnish additional information to the Company in connection with this Agreement.

13. **Rejection.** The Company may reject this Subscription in whole or in part in its sole discretion, and prior to the Closing may withdraw, cancel or modify the offering of the Tokens.

14. **Applicable Law; Dispute Resolution.** This Agreement, and all rights and obligations hereunder, shall be governed in all respects, including its formation, applicability, breach, termination, validity or enforceability in accordance with the laws of the state of Utah. Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled exclusively by arbitration to be held in the State of Utah which shall be administered in accordance with the Arbitration Law (as revised) of the State of Utah and the Arbitration Rules in the State of Utah in force at the time of the commencement of the arbitration (the “**Arbitration Rules**”), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of the State of Utah in any such arbitration. There shall be three (3) arbitrators, one of whom shall be selected by each party. The third arbitrator shall be determined by mutual consent by the parties who shall be qualified to practice law in the State of Utah. The arbitration shall be conducted in English. The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitration tribunal’s decision in any court having jurisdiction. The Parties shall each pay an equal share of the costs and expenses of such arbitration, and each Party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable costs and attorney fees. The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance, and lost profits.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors, and permitted assigns, as the case may be. If the Subscriber is more than one person, the obligations hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments contained herein shall be deemed to be made by and be binding upon each such person and his, her or its heirs, executors, administrators, legal representatives, successors, and permitted assigns, as the case may be.

16. **Notices.** Whenever notice is required or permitted by this Agreement to be given, such notice will be in writing and will be deemed to have been given (a) upon personal delivery, if delivered by hand, (b) three days after the date of deposit in the mail, postage prepaid, return receipt requested, if mailed by certified or registered mail, or (c) the next business day if sent by a prepaid overnight courier service, and in each case to the notice address below or to such other address or addresses as such party will have furnished to the other party in writing:

A. If to the Subscriber: To the address set forth below the Subscriber’s signature.

If to the Company: To the registered offices

B. Notwithstanding the foregoing, no notice to a party will be deemed received on a day that

is not a business day in the jurisdiction in which notices are to be addressed to such party and any such notice will not be effective until the next succeeding business day in such jurisdiction.

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

18. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will constitute one and the same instrument. This Agreement may be delivered by facsimile transmission or by scanned e-mail transmission. This Agreement will be considered to have been executed by a person if there exists a photocopy, facsimile copy, scanned copy, or a photocopy of a scanned or facsimile copy of an original hereof or of a counterpart hereof which has been signed by such person. Any photocopy, scanned copy, facsimile copy, or photocopy of facsimile copy of this Agreement or a counterpart hereof will be admissible into evidence in any proceeding as though the same were an original.

19. **Entire Agreement.** This Agreement, including any schedules and exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral (including for the avoidance of doubt any SAFT Agreements entered into by the Company and the Subscriber), between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made about the Tokens and/or the Platform.

20. **Confidentiality.**

A. For purposes of this Agreement, “Confidential Information” means all information disclosed, distributed or disseminated (whether in writing, orally, electronically or by other means) to it or its representatives, agents or advisors, by the Company, or otherwise as a result of such Subscriber’s purchase of Tokens (including, without limitation, any information about the Company, its assets and affairs, this Agreement and any related agreement or documents referred to herein, and information related to the development of the xx network and its existing users and projects).

B. The Subscriber acknowledges and agrees that the Company has advised the Subscriber that (i) the Company derives independent economic value from the Confidential Information not being generally known, (ii) the Confidential Information is the subject of reasonable efforts to maintain its secrecy, and (iii) consequently, the Company considers such Confidential Information to be a trade secret. In the event that the Company does give its written consent to a disclosure of any Confidential Information, the form and content of such disclosure shall be subject to the prior written approval of the Company. The Subscriber acknowledges the Company’s belief that the Confidential Information includes trade secrets of the Company and that the release of any such Confidential Information would cause competitive harm to the Company and its business. The Subscriber agrees to hold in confidence, and not to disclose, distribute or disseminate (whether in writing, orally, electronically or by other means) to any third party without the consent of the Company, all Confidential Information.

C. With respect to the Subscriber, the obligation to maintain the Confidential Information in confidence shall not apply to any Confidential Information (i) that becomes publicly available (other than by reason of a disclosure by the Subscriber), (ii) the disclosure of which by the Subscriber has been consented to by the Company in writing, or (iii) the disclosure of which by the Subscriber is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before the Subscriber discloses Confidential Information pursuant to sub-clause (iii), the Subscriber shall promptly, and in any event prior to making any such disclosure, notify the Company of the court order,

subpoena, interrogatories, government order or other reason that requires disclosure of the Confidential Information so that the Company may seek a protective order or other remedy to protect the confidentiality of the Confidential Information and shall otherwise cooperate with the efforts of the Company to obtain a protective order or other remedy to protect the Confidential Information. If a protective order or other remedy cannot be obtained, the Subscriber shall disclose only that Confidential Information that its counsel advises in writing (which writing shall also be addressed and delivered to the Company) that it is legally required to disclose.

D. The Subscriber shall promptly inform the Company if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it (or any of its equity holders) will, or might become compelled to, use the Confidential Information other than as contemplated above or disclose Confidential Information in violation of the confidentiality restrictions. In addition to any other remedies available at law, the Subscriber agrees that the Company shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order (without the necessity of proving damages or posting a bond or other security), as a remedy for any failure by the Subscriber to comply with its obligations with respect to the use and disclosure of Confidential Information, as set forth herein. The Subscriber agrees to cooperate with such procedures and restrictions as may be developed by the Company from time-to-time in connection with the disclosure of nonpublic information concerning the Company and its affairs, as determined by the Company to be reasonably necessary and advisable to maintain and promote compliance with legal and other regulatory matters applicable to the Company, including securities laws and regulations. The provisions of this clause shall survive the Transfer (as defined below) of any Token by the Subscriber and shall be enforceable against the Subscriber after such Transfer.

21. **Transfer and Assignment.** Neither this Agreement nor the rights contained herein may be Transferred or assigned, by operation of law or otherwise, by the Subscriber without the prior written consent of the Company; provided, however, that, subject to the last sentence of this clause, this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Subscriber, with fifteen (15) days' prior written notice to the Company, to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Subscriber, including, without limitation, any general partner, managing member, officer or director of the Subscriber, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Subscriber. The Company may Transfer or assign this Agreement in whole, without the consent of the Subscriber, to its affiliates in its sole discretion. The Subscriber shall provide notice to the Company of any assignment pursuant to this clause. "Transfer" and "Transferred" shall mean any direct or indirect sale, exchange, transfer, gift, encumbrance, assignment, pledge, mortgage, hypothecation or other disposition, whether voluntary or involuntary. Notwithstanding anything to the contrary in this Agreement, the Company may withhold consent for any Transfer to the extent that the transferor would not thereby assign its entire interest in this Agreement and/or the rights to one natural person or entity.

22. **Termination of Agreement; Survival.** The Company may unilaterally terminate this Agreement in its sole discretion in case of any misrepresentations by the Subscriber or in the event of any breach by the Subscriber of his/her obligations under this Agreement. Upon termination of this Agreement: (a) all of the Subscriber's rights under this Agreement shall immediately terminate; (b) the Subscriber shall not be entitled to a refund of any and all amounts paid hereunder; and (c) clauses 9 - 25 shall survive and will continue to apply in accordance with their terms.

23. **No Waivers.** The failure by the Company to exercise or enforce any right or provision of this Agreement will neither constitute a present or future waiver of such right or provision nor limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.

24. **No Partnership; No Agency; No Third Party Beneficiaries.** Nothing in this Agreement and no

action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, an agency agreement where either Party becomes the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party. This Agreement does not create any third party beneficiary rights in any person.

25. **Electronic Communications.** The Subscriber agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides to the Subscriber pursuant to this Agreement or in connection with or related to the Subscriber's purchase of Tokens, including this Agreement, may be provided by the Company, in its sole discretion, to the Subscriber, in electronic form. Any and all communication sent by the Subscriber to the Company shall be addressed to the email address specified on the Company's website.

[Remainder of Page Intentionally Left Blank]

Annex
Signature Page
Confirmed Purchase Details

The Subscriber hereby represents that he, she, or it has read this Subscription Agreement in its entirety.

By executing this Subscription Agreement, the Subscriber hereby confirms the Subscriber's agreement with the Company and hereby agrees to be bound by all of the terms and provisions of this Agreement.

TOKEN VENDOR

Signed By
Name:

For and behalf of
xManna Software Technologies Inc.

(Signature)

Dated:

PURCHASER

Signed by
Name:

(Signature)

Dated:

Details of Confirmed Purchase

Purchase Price per Token (in USD):

Actual Purchase Amount (in USD):

Digital Currency Amount received:

Digital Currency received:

Tokens Purchased:

Token Receive Address: