

## CRYPTO ASSET RATING, INC.

### SUBSCRIPTION AGREEMENT FOR NON-U.S. PERSONS

This **SUBSCRIPTION AGREEMENT** (this “**Agreement**”) is entered into by and between Crypto Asset Rating, Inc., a Delaware corporation (the “**Company**”) and \_\_\_\_\_ (the “**Subscriber**”) as of this \_\_\_\_\_ in connection with a private offering by the Company (the “**Offering**”) to raise a maximum of \$5,000,000 through the sale to subscribers of Tokens (each, a “**Token**” and, collectively the “**Tokens**”) of the Company, at \$5.00 USD per Token, pursuant to the pricing terms in the Company’s Offering Documents (defined below). All figures given herein are in United States Dollars.

#### 1. **SUBSCRIPTION FOR THE PURCHASE OF TOKENS.**

1.1. **Agreement to Sell and Purchase.** Subscriber hereby agrees to purchase from the Company, and the Company hereby agrees to issue and sell to Subscriber the number of Tokens set forth below Subscriber’s signature on the signature page hereto (the “**Purchased Tokens**”), all subject to the terms and conditions set forth in this Agreement.

1.2. **Consideration.** In consideration of the issuance and sale of the Purchased Tokens, Subscriber agrees to subscribe to the Tokens as a capital commitment to the company, at a price of \$5 per Token, for a total of \_\_\_\_\_ Tokens. The purchase of the Tokens may be made by Subscriber in separate Closings (as defined in Section 2), subject to the same terms stated in this Agreement. In this regard, the Subscriber agrees to forward payment either:

(a) by wiring payment of the Subscription Price to the account set forth below:

Name of Company: Crypto Asset Rating Inc  
Bank Name: J P Morgan Chase  
Account Number: 295293358  
Routing Number: 021202337  
Bank Address: 2163 Oak Tree Rd, Edison, NJ 08820  
Swift code: CHASUS33

OR

(b) by mailing a certified check, payable to “Crypto Asset Rating, Inc.” as follows:

Crypto Asset Rating, Inc.  
Attn: Pramod Attarde  
103 Mundy Avenue  
Edison, NJ 08820

The Subscription Price may also be paid via Bitcoin or Ether. If the Subscriber desires to make payment via Bitcoin or Ether, please contact Pramod Attarde at the Company at [pattarde@cryptoassetrating.com](mailto:pattarde@cryptoassetrating.com), and detailed instructions will be provided. Regardless of whether such payment is by check, wire transfer, Bitcoin or Ether, Subscriber shall deliver a fully completed and executed copy of this Agreement to the Company at the address above.

## 2. CLOSING

2.1. **Initial Closing.** The initial purchase and sale of the Tokens shall take place remotely via the exchange of documents and signatures, or at such other time and place as the Company and the Subscriber mutually agreed upon, orally or in writing (which time and place are designated as the “**Closing**”). In the event there is more than one closing, the term “**Closing**” shall apply to each such closing unless otherwise specified.

2.2. **Rejection of Subscription.** At or before the Closing, the Company may, in its sole discretion and for any reason, elect not to accept the subscription of Subscriber, in whole or in part. If the Company rejects such subscription, the Company shall refund to Subscriber all funds submitted by Subscriber to the Company in connection with such rejected subscription.

2.3. **Default.** If Subscriber fails to perform his obligations hereunder within five (5) days after receipt of notice by the Company to Subscriber of such failure, the Company may, at its sole option: (a) if such failure occurs prior to the Closing, refuse to issue the Tokens to Subscriber; or (b) if such failure occurs after the Closing, result in the reversion of all rights, title and interest in the Tokens to the Company and a rescission of the transactions contemplated hereby.

2.4. **Failure of Closing to Occur.** The Company shall have no liability to Subscriber for (a) the failure of the Closing to occur or (b) its failure to issue the Purchased Tokens to Subscriber.

2.5. **Obligations of Subscriber.** At the Closing, Subscriber shall execute any other documents as are deemed by the Company to be appropriate, advisable or necessary to consummate the transactions contemplated hereby and thereby.

2.6. **Subscription Irrevocable.** Except as provided under applicable state securities laws, this subscription is and shall be irrevocable on the part of Subscriber.

3. **REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** Subscriber hereby represents and warrants to Company as follows:

### 3.1. **Investor Status.**

3.1.1. Subscriber is not a “U.S. Person” which is defined as:

- (i) Any natural person resident in the United States;
- (ii) Any partnership or corporation organized or incorporated under the laws of the United States;
- (iii) Any estate of which any executor or administrator is a US Person;
- (iv) Any trust of which any trustee is a US Person;
- (v) Any agency or branch of a foreign entity located in the United States;
- (vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
- (vii) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident of the United States; and
- (viii) Any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or

incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts.

“United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

3.1.2. Subscriber, as of the execution date of this Agreement, (i) is not located within the United States, and (ii) is not purchasing the Tokens for the benefit of any US Person.

3.1.3. Subscriber will not resell the Tokens except in accordance with the provisions of Regulation S (Rule 901 through 905 and Preliminary Notes thereto), pursuant to a registration under the Securities Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging transaction with regard to such securities unless in compliance with the Securities Act.

3.1.4. Subscriber has not acquired the Tokens as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the Securities Act) in the United States in respect of the Tokens which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Tokens; provided, however, that the Subscriber may sell or otherwise dispose of the Tokens pursuant to registration thereof under the Securities Act and any applicable state and federal securities laws or under an exemption from such registration requirements.

3.2. **Investment Intent.** The Purchased Tokens are being acquired by Subscriber for the account of Subscriber, for investment purposes only, and not with a view to, or in connection with, any resale or distribution thereof. Subscriber has no contract, undertaking, understanding, agreement or arrangement, formal or informal with any person or entity to sell, transfer or pledge to any person or entity all or any part of the Purchased Tokens, any interest therein or any rights thereto, and Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement.

3.3. **Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Tokens and tenders, herewith, the total price noted above. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber’s death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Agreement in its entirety and shall have no liability for any rejection of this Agreement. This Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

3.4. **Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company’s acceptance of this Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Agreement, Subscriber will become the record and beneficial holder of the Tokens and the Company will be entitled to receive the purchase price of the Tokens as specified herein.

3.5. **Reliance on Representations**. Subscriber understands that no federal or state agency has passed on or made any recommendation or endorsement of the Tokens. Subscriber further understands that the Company, in offering the Purchased Tokens for sale to Subscriber, is relying on the truth and accuracy of the representations, declarations, and warranties made by Subscriber herein and in the investor suitability questionnaire completed, executed, and delivered by Subscriber to the Company contemporaneously herewith.

3.6. **No Conflicts**. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any terms of any material contractual restriction or commitment of any kind or character to which Subscriber is a party or by which Subscriber is bound.

3.7. **Risk of Loss**. Subscriber is able to bear the substantial economic risks of an investment in the Company and to sustain a complete loss of such investment. Subscriber recognizes that the acquisition of the Purchased Tokens involves a high degree of risk. Subscriber is cognizant of and understands all of the risks related to the purchase of the Tokens. Subscriber has adequate net worth and means of providing for their current needs and possible personal contingencies and has no need for liquidity in this investment. Subscriber's commitment to investments which are not readily marketable is not disproportionate to his net worth and his acquisition of the Purchased Tokens will not cause his overall commitment to such investments to become excessive.

3.8. **Access**. Subscriber acknowledges that all documents, records and books pertaining to this investment have been made available for inspection by Subscriber, their counsel, and his accountants. Counsel and accountants for Subscriber, and Subscriber themselves, have had the opportunity to obtain any additional information necessary to verify the accuracy of the contents of the documents presented to them, and to confer with and to ask questions of, and receive answers from, representatives of the Company or persons authorized to act on its behalf concerning the terms and conditions of this investment and any additional information requested by Subscriber or his representatives. In evaluating the suitability of this investment in the Company, Subscriber has not relied upon any representations or other information (whether oral or written) other than as set forth in any documents or answers to questions furnished by the Company. Subscriber is making this investment without being furnished any offering literature other than the documents or answers to questions described above.

3.9. **Restrictions on Transfer**. Subscriber agrees that he will not sell or otherwise transfer the Purchased Tokens other than in accordance with the terms and conditions of the offering documents. It is understood that the Tokens cannot be liquidated easily, that no public or other market exists for the Purchased Token, and that no such market is expected to develop. Subscriber is aware that, because the Purchased Tokens have not been registered under the Securities Act or applicable state securities laws, any resale inconsistent with the Securities Act or applicable state securities laws may create liability on Subscriber's part or the part of the Company, and agrees not to assign, sell, pledge, transfer or otherwise dispose of the Tokens unless they are registered under the Securities Act and applicable state securities laws, or an opinion of counsel satisfactory to the Company is given to the Company that such registration is not required. Subscriber is aware that the Company will impress on the back of any certificate representing Purchased Tokens a legend substantially in the form set forth in Section 5 of this Agreement

#### 4. **ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.**

4.1. Subscriber has been furnished the Confidential Private Placement Memorandum for Non-U.S. Persons dated 21<sup>st</sup> July 2021 relating to the Company and the Tokens (the "**Offering Documents**") and, if requested by the Subscriber, other documents. The Subscriber has carefully read the Offering Documents and any such other requested documents. Subscriber has been furnished with all documents and Documents relating to the business,

finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Tokens. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Tokens notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Tokens. Subscriber has full power and authority to make the representations referred to herein, to purchase the Tokens and to execute and deliver this Agreement.

4.2. Subscriber has read and understood, and is familiar with, the Offering Documents, this Agreement, the Tokens and the business and financial affairs of the Company.

4.3. Subscriber, either personally, or together with his advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Tokens), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Tokens, is able to bear the risks of an investment in the Tokens and understands the risks of, and other considerations relating to, a purchase of a Token. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Tokens. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Tokens that Subscriber may acquire pursuant to this Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

4.4. Subscriber has investigated the acquisition of the Tokens to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

4.5. No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Agreement.

4.6. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

## 5. **RESTRICTIVE LEGENDS AND STOP TRANSFER ORDERS**

5.1. **Legends and Notices.** Any certificate or certificates representing the securities included in the Tokens, or notices of issuance related to uncertificated Tokens, shall bear the following legends or notices, as applicable (as well as any legends or notices, as applicable, required by applicable state and federal corporate and securities laws):

“THESE SECURITIES WERE ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATIONS UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”). ACCORDINGLY, NONE OF THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT.”

The Subscriber hereby acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Agreement.

5.1. **Stop-Transfer Notices.** Subscriber agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

5.1. **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Tokens that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Tokens or to accord the right to vote or pay dividends to any Subscriber or other transferee to whom such Tokens shall have been so transferred.

6. **INDEMNIFICATION.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties contained in this Agreement, and hereby agrees to indemnify and hold harmless the Company and any affiliate of the Company, and the officers, members, managers, associates, agents and employees of the Company and their affiliates, and any professional advisers to any of the above parties, from and against any and all loss, damage or liability (including costs and reasonable attorneys’ fees) due to or arising out of a breach of any representation, warranty or acknowledgement of Subscriber or failure to fulfill any obligation of Subscriber, whether contained in this Agreement or in any other document completed as part of the sale of the Purchased Tokens to Subscriber, or arising out of the sale or distribution by Subscriber of any securities in violation of the Securities Act or any applicable state securities laws. Notwithstanding any of the representations, warranties, acknowledgements, or agreements made herein by Subscriber, Subscriber does not hereby or in any other manner waive any rights granted to him under federal or state securities laws.

7. **CONFIDENTIALITY.** Subscriber hereby agrees on behalf of himself and his designated representative, if any, to keep confidential at all times any nonpublic information which such persons may acquire concerning the Company pursuant to this Agreement or otherwise. Nothing in this Section shall be construed to impose a confidentiality obligation on such persons in connection with (a) any information already possessed by such persons which such persons acquired from sources other than the Company, or (b) any matter which is at the date of this Agreement, or thereafter becomes, public knowledge through no act or failure to act by the undersigned or designated representatives of Subscriber.

8. **REPRESENTATIONS AND WARRANTIES REGARDING PATRIOT ACT; ANTI-MONEY LAUNDERING; OFAC.** The Subscriber should check the Office of Foreign Assets Control (“OFAC”) website at <http://www.treas.gov/ofac> before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

8.1. The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Tokens or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States’ federal or state or non-United States’ laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Tokening and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Tokens, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “OFAC Programs”) prohibit dealing with individuals<sup>1</sup> or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

8.2. To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to “freeze the account” of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with

---

<sup>1</sup> These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

8.3. To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure<sup>2</sup>, or any immediate family<sup>3</sup> member or close associate<sup>4</sup> of a senior foreign political figure, as such terms are defined in the footnotes below.

8.4. If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

8.5. The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Tokens (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

---

<sup>2</sup> A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign 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.

<sup>3</sup> "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

<sup>4</sup> 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 domestic and international financial transactions on behalf of the senior foreign political figure.



## ANTI MONEY LAUNDERING REQUIREMENTS

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
<p>The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs.</p> <p>To help Subscriber understand these efforts, we want to provide Subscriber with some information about money laundering and our steps to implement the USA PATRIOT Act.</p>	<p>Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities.</p> <p>Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.</p>	<p>The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets.</p> <p>According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US\$1 trillion a year.</p>

What are we required to do to eliminate money laundering?	
<p>Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transactions and ensure compliance with the new laws.</p>	<p>As part of our required program, we may ask Subscriber to provide various identification documents or other information. Until Subscriber provides the information or documents we need, we may not be able to effect any transactions for Subscriber.</p>

### 9. GENERAL PROVISIONS

- 9.1. **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
- 9.2. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- 9.3. **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- 9.4. **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign

any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

9.5. **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

9.6. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

9.7. **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

9.8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

9.9. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this Agreement by electronic means. Subscriber hereby consents to receive such documents by electronic delivery.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

*[Remainder of page intentionally left blank. Signatures appear on following pages.]*

**INDIVIDUALS**

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_.

Signature(s): \_\_\_\_\_

\_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

Government Issued ID: \_\_\_\_\_

Government Tax ID Type: \_\_\_\_\_

Email address: \_\_\_\_\_

**ACCEPTANCE**

Crypto Asset Rating, Inc.

Date: \_\_\_\_\_, 2021.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES**

In witness whereof, the parties hereto have executed this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_, 2021.

Name of Purchaser (Please Print): \_\_\_\_\_

By: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**ACCEPTANCE**

Crypto Asset Rating, Inc.

Date: \_\_\_\_\_, 2021.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_