TOKEN PURCHASE AGREEMENT

for

***reUSDe* Tokens**

issued by

Resilience (BVI) Ltd, a British Virgin Islands exempted company

THIS TOKEN PURCHASE AGREEMENT ("Purchase Agreement") is entered into between you (the "Purchaser") and Resilience (BVI) Ltd, a British Virgin Islands exempted company (the “Company”) as of the date of the Company’s acceptance, for the purchase of ***reUSDe* Tokens** issued by the Company (the "Tokens"). This Purchase Agreement must be read carefully in conjunction with the detailed information provided in the Confidential Private Placement Memorandum (“Memorandum”), Platform Agreement, and Company’s Terms of Service (“Terms”) (collectively with the Memorandum, Platform Agreement, Terms, and Purchase Agreement, the “Offering Documents”). This Purchase Agreement does not purport to identify all risks, challenges or contingencies that may be encountered in connection with the purchase or holding of Tokens.

Incomplete Subscription Agreements (as described below in Part II) will not be accepted. As a result, the Purchaser may be unable to acquire Tokens issued by the Company in exchange for the contribution of funds to the Protocol (the “Purchase Amount”).

Purchasers are advised to consult with their own legal, financial, and tax advisors regarding the risks and suitability of purchasing Tokens.

THE TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY U.S. STATE OR NON-U.S. SECURITIES LAWS, AND ARE SUBJECT TO SUBSTANTIAL RESTRICTIONS ON TRANSFER AS SET FORTH UNDER. THE TOKENS HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION, OR ANY OTHER REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THE DISCLOSURE IN THIS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE RISKS INVOLVED IN AN INVESTMENT IN THE TOKENS, INCLUDING, WITHOUT LIMITATION, THOSE OUTLINED IN THE OFFERING DOCUMENTS. ADDITIONAL OR NEW RISKS NOT ADDRESSED IN THE OFFERING DOCUMENTS MAY ALSO AFFECT THE TOKENS. THE LIST OF RISK FACTORS PROVIDED IN THE OFFERING DOCUMENTS ARE NOT EXHAUSTIVE AND ARE NOT INTENDED TO BE COMPREHENSIVE. PROSPECTIVE INVESTORS ARE STRONGLY ENCOURAGED TO CONSULT THEIR OWN LEGAL, TAX, AND FINANCIAL ADVISERS REGARDING THE RISKS OF INVESTING IN THE TOKENS. THE RISK FACTORS AND OTHER RELEVANT RISKS DETAILED IN THE OFFERING DOCUMENTS COULD HAVE A MATERIAL ADVERSE EFFECT ON THE VALUE OF THE TOKENS AND THE INVESTORS’ INVESTMENTS.

THE TOKENS REPRESENT TRANCHES OF DERIVATIVE DEBT OBLIGATIONS UNDER THE LAWS OF THE BRITISH VIRGIN ISLANDS. OWNERSHIP OF TOKENS ALONE DOES NOT CONFER NOTEHOLDER RIGHTS, WHICH ARE AVAILABLE ONLY TO REGISTERED HOLDERS AS

DEFINED IN THE TERMS. AN INCOMPLETE SUBSCRIPTION AGREEMENT WILL NOT BE ACCEPTED.

reUSDe Tokens

Part I: *reUSDe* Token Description & Structure of the Protocol

Introduction

This Token Purchase Agreement provides important information and documentation needed to purchase Tokens issued by the Company. This Purchase Agreement should be read together with the Company's Memorandum, Platform Agreement, Terms, and other Offering Documents. Capitalized terms not defined herein shall have the meanings ascribed to them in the Memorandum.

RE Protocol and Structure of the Issuer

The Tokens are digital assets that operate as an integral component of the RE Protocol, a blockchain-based infrastructure for reinsurance risk management and allocation, operating on multiple underlying blockchains (the “Protocol”). Each Class of Token represents exposure to a particular investment program, risk layer, and set of assets specified in the Platform Agreement.

The Company is wholly owned by Resilience Foundation, a Cayman exempted limited guarantee foundation company established to oversee the development and operation of the Protocol (the “Foundation”). The Foundation manages key governance processes, including approving new Risk Pools, Cells, and Cell Managers. It controls or designates control of private keys necessary for adding or removing parties and wallet addresses from the whitelist and for approving Risk Pool deployments proposed by Cell Managers.

The Company also wholly owns Resilience SPC, a Cayman segregated portfolio company that creates distinct segregated portfolios (“Cells”) with separate assets and liabilities. As of the Protocol's launch, Resilience SPC controls the private keys for managing the Liquidity Layer and Risk Pools. Each Cell is established for an approved Cell Manager, with Resilience SPC retaining at least co-signatory authority. Cell Managers must provide guarantees to ensure complete, accurate, and up-to-date data reporting for their Risk Pools via Oracles.

The Protocol infrastructure is managed jointly by the Resilience Foundation and the Company, with oversight from appointed Directors who govern the Foundation, Resilience SPC, and the Company.

Nature & Issuance of the Tokens

The Tokens are issued as digital assets under British Virgin Islands law, representing derivative tranched debt obligations defined in the Platform Agreement. The generation, distribution, and sale of the Tokens by the Protocol are conducted and managed by the Company, and are facilitated through partially automated on-chain mechanisms (collectively referred to as the “Escrow Contract”). As of the initial launch of the RE Protocol, the Company controls or has the authority to designate control of private keys related to the contribution flow through the Escrow Contract. This includes the authority to approve or reject contributed funds, move funds, and approve wallet addresses in connection with redemptions claimed via the Redemption Contract. Ownership and transfer will be authenticated and recorded on a public blockchain with smart contract functionality. While holding Tokens is necessary to assert note-holder rights described in the Memorandum, including Redemptions, only Registered Holders (as defined below) with beneficial ownership of the Issuer's debt can assert such rights. **Tokens are not equity interests in the Company or related entities and involve significant risks. Investment is restricted to non-U.S., sophisticated investors capable of evaluating and bearing the risks of complex digital assets and reinsurance investments.**

The Purchase Agreement creates the right to receive Tokens, conditional upon the subsequent timely satisfaction of the eligibility and other requirements described herein and elsewhere in the Offering Documents. Through the Purchase Agreement, the Company is offering the sale of Tokens (the "Token Sale"), each Class of which represent particular tranches of notes issued under British Virgin Islands law that enable holders to participate in the Protocol.

The Protocol is deployed on multiple underlying layer-1 blockchain protocols (each a "Protocol Deployment" on its respective "Applicable Chain"), and the Tokens are issued separately on each chain. While priced equivalently, Tokens are not strictly fungible across chains and may have different technical risks and functional requirements based on their respective blockchain deployments.

Suitability & Eligibility

Each prospective purchaser is urged to consult with its own advisers to determine the suitability of an investment in the Tokens, and the relationship of such an investment to the purchaser's overall investment program and financial and tax position. Each purchaser of Tokens is required to represent that it is not a "**Prohibited Person**" as defined below, and is otherwise qualified to invest under the laws of their local jurisdiction. Each purchaser of Tokens is required to represent that it has evaluated the technical and financial risks of investing in the Tokens, understands there are substantial risks of loss incidental to the purchase of Tokens and has determined that the Tokens are a suitable investment for such purchaser.

"**Prohibited Person**" means:

(a) any U.S. Person;

(b) the Government of Venezuela;

(c) citizen, domiciled or resident of, Government or Government Official of, or person in or subject to the jurisdiction of, any Prohibited Jurisdiction; and

(d) any Sanctioned Person.

"**Sanctions List**" means (i) the "Specially Designated Nationals and Blocked Persons" ("**SDN**") List and the Non-SDN List, including the "Sectoral Sanctions Identifications List", published by OFAC; (ii) the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by FinCEN; and (iii) any other foreign terrorist organisation or other sanctioned, restricted, or debarred party list or program published by the FIA, or under Economic Sanctions, AML, or CTF Laws of or by Governments of (a) the Cayman Islands, (b) the British Virgin Islands, (c) the United Kingdom, (d) the United States or (e) the United Nations.

"**Sanctioned Person**" refers to any person or Digital Wallet Address that is:

(e) specifically listed in any Sanctions List or dealing (directly or indirectly) with any third-party named on any Sanctions List, including any person transacting on behalf of or facilitating activity for such a person;

(f) directly or indirectly owned 50 percent or more by any person or group of persons in the aggregate, or a Digital Wallet associated with such person or persons, referred to in any Sanctions List, or Government or Government Official of any Prohibited Jurisdiction; or

(g) that is subject to any Government Approval or otherwise sanctioned, restricted or penalised under applicable Economic Sanctions, AML or CTF Laws.

"**U.S. Citizen** or **U.S. Resident**" includes any U.S. citizen, U.S. lawful permanent resident, individual who meets the "substantial presence" test described in section 7701(b)(3) of the U.S. Internal Revenue Code of 1986 (as amended), protected individual under section 1324b(a)(3) of the U.S. Immigration and Nationality Act, or individual who holds a passport issued by the United States Government.

"**U.S. Person**" means:

(h) a U.S. Citizen, U.S. domicile, U.S. Resident or person located in the U.S.;

(i) a corporation, partnership, or other entity established or organised in or under the Laws of the United States or formed at the direction (directly or indirectly) of any person domiciled or located in the U.S.;

(j) any estate of a decedent who was a U.S. Citizen or U.S. Resident;

(k) any trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust, and (ii) one or more United States persons have the authority to control all substantial decisions of the trust;

(l) any person organised or incorporated outside the United States and the Territory or Insular Possession of the United States in which any of the foregoing, whether singularly or in the aggregate, directly or indirectly (i) holds a 50 percent or greater equity interest by votes or value, (ii) holds a majority of seats or memberships on the board of directors of the entity, or (iii) authorises, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the person;

(m) any pension plan for the employees, officers or principals of a legal entity described in sub-paragraph (b) above, unless the pension plan is primarily for foreign employees of such entity;

(n) a "U.S. Person" as defined in Rule 902(k) of Regulation S promulgated under the Securities Act of 1933; or

(o) a "U.S. Person" as defined under Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

Registered Holders & Redemption Rights

Token holders' rights are limited exclusively to redemption opportunities made available to Registered Holders (as described below), subject to the conditions and limitations set forth in the Memorandum. The Company reserves the right to mandate redemption of any holder's Tokens at any time. Neither the Company nor any affiliated entity has any obligation to maintain liquidity for redemptions or to sell underlying assets to facilitate redemptions. Redemption requests remain in queue if unfulfilled and roll over to subsequent redemption dates while maintaining queue position.

To qualify and maintain status as a Registered Holder, Token holders must: (i) maintain an active Investor Dashboard account, (ii) complete and maintain current KYC/AML verification status to the Company's satisfaction, (iii) maintain a compliant digital wallet that passes ongoing screening, (iv) satisfy all eligibility criteria including non-U.S. Person status, and (v) accept and remain in compliance with the Company's Terms of Service and Platform Agreement. Failure to maintain any of these requirements may result in loss of Registered Holder status and associated rights, including mandatory redemption or freezing of Tokens.

Use of Capital

Funds received into the Liquidity Layer from the Escrow Contract pursuant to this Purchase Agreement shall be used as described in the Memorandum; in particular, pursuant to the *Insurance Alpha* program described therein and applicable to the *reUSDe Mezzanine* Class being sold pursuant to this Purchase Agreement.

Limited Summary

Prospective investors should carefully read this Purchase Agreement, Memorandum, and Terms in their entirety. However, the contents thereof should not be considered to be investment, legal or tax advice, and each prospective investor should consult with its own counsel and advisers as to all matters concerning an investment in the Tokens.

There will be no public offering of the Tokens in the United States. No offer to sell (or solicitation of an offer to buy) is being made in the United States of America or in any jurisdiction in which such offer or solicitation would be unlawful.

THE TOKEN SALE IS BEING CONDUCTED PURSUANT TO EXEMPTIONS OR SAFE HARBORS FROM REGISTRATION UNDER APPLICABLE SECURITIES LAWS, AND THE TOKENS WILL "BE SUBJECT TO SIGNIFICANT TRANSFER RESTRICTIONS. ONLY PERSONS WHO DO NOT QUALIFY AS PROHIBITED PERSONS (AS DEFINED ABOVE), ARE ABLE TO MAKE THE OTHER REPRESENTATIONS CONTAINED HEREIN, AND SATISFY ONGOING COMPLIANCE REQUIREMENTS WILL BE ENTITLED TO EXERCISE RIGHTS AS NOTEHOLDERS UNDER THE CORRESPONDING DEED POLL.

THE VALUE OF THE TOKENS WILL BE DIRECTLY TIED TO THE NET ASSET VALUE OF RESILIENCE SPC ATTRIBUTABLE TO THE *MEZZANINE* CLASS UNDER THE PLATFORM AGREEMENT, WHICH MAY FLUCTUATE SUBSTANTIALLY BASED ON THE PERFORMANCE OF THE UNDERLYING RISK POOLS AND MARKET CONDITIONS.

Part II: Procedure to Purchase Tokens

1. Account Creation

Prospective investors must create an account by linking a digital wallet supporting one or more Applicable Chains to the Investor Dashboard at https://re.xyz. The Dashboard enables interaction with the Escrow Contract, access to Offering Materials, Token position tracking, Protocol updates, and support via chat. Wallets are screened by third-party vendors for anti-money laundering (AML) risks; failure to pass screening may prevent participation in the Token Sale.

2. Funding the Escrow Contract

After connecting a valid wallet, investors may submit funds in USDC or other approved digital assets to the Escrow Contract on their chosen Applicable Chain. The Token Unit Price, including conversion rates and slippage tolerance, is locked at the time of funding. Tokens are issued separately on each Applicable Chain and may differ in technical requirements and risks. Investors must ensure their wallet supports and funds are deposited to the Escrow Contract on their desired Applicable Chain, and for their intended Class of Tokens.

3. Subscription Documents

Before receiving Tokens, investors must complete the following required documents (collectively, the "Subscription Documents"):

- Token Purchase Agreement
- Platform Agreement
- Know-your-customer (KYC) and source-of-funds verification
- Tax residence statement under penalty of perjury
- Supplemental documentation, such as:
    - For entities: organizational and authority documents (e.g., trust instruments, certificates of incorporation, partnership agreements)
    - For individuals: a government-issued ID (e.g., driver's license, passport)

All documents should be submitted online through the Investor Dashboard or the Company's designated third-party portals. Incomplete submissions will result in delays or prevent Token purchases.

4. Token Pricing

- USDC, USDT, or other equivalent tokens are priced at USD $1.00 per unit.
- Other digital assets are assigned a Conversion Price at the time of funding but are not converted until subscription requirements are completed. If the value of contributed assets fluctuates by more than 5% before completion, the transaction will fail, requiring a new contribution at the updated price.

5. Cancellation and Refunds

Investors may cancel the subscription and recall funds anytime before completing the subscription process and receiving Tokens.

6. Delivery of Tokens

Upon satisfaction of the requirements contained herein and acceptance of this Agreement by the Company, the investor's funds will be released from the Escrow Contract and the Tokens delivered to the investor's digital wallet.

6. Acknowledgment

By signing the E-Signature Page, Purchaser agrees to be bound by the terms of the Purchase Agreement and confirm the investor's understanding of the terms outlined in the Memorandum, the Platform Agreement, the Terms, and other Offering Materials provided.

The Purchase Agreement includes the following sections:

- Part I: *reUSDe* Token Description & Structure
- Part II: Procedure to Purchase Tokens
- Part III: Additional Legally Binding Terms
- Part IV: Platform Agreement

Investors should carefully review all materials and complete the required steps to proceed with their Token purchase.

Additional Information

The Company reserves the right to request additional information at its sole discretion.

reUSDe Tokens

Part III: Additional Legally Binding Terms

The Purchaser agrees to the following additional legally binding terms in connection with its/his/her purchase of the Tokens:

1. **Tokens Purchase**.

1.1. Token Sale. Contingent upon Purchaser's satisfaction of the additional obligations described in Section 1.3 below, Purchaser hereby purchases, pursuant to this Purchase Agreement, Tokens sold by the Company in the Token Sale, which will enable the Purchaser to utilize the Protocol and which shall be delivered in the amount and with the purchase price set forth on the Investor Dashboard.

1.2. Use of Funds. The funds received into the Liquidity Layer will be used to support the operation and deployment of Risk Pools and other functions of the Protocol, as described in the Confidential Private Placement Memorandum.

1.3. Acceptance of Agreement; Conditions. The Purchaser understands and agrees that this Token purchase is made subject to the terms and conditions contained in this Purchase Agreement, as well as the Confidential Private Placement Memorandum, the Terms of Service, and/or any other materials provided to you with respect to the Tokens and which apply through the date of your acceptance of this Purchase Agreement (collectively, the "**Offering Materials**"), and that the Company shall have the right to accept or reject, in its sole discretion, the Purchaser's requested Tokens purchase for any reason or no reason, in whole or in part, and at any time prior to its acceptance. Purchaser further understands that, in any event, Company will not accept Purchaser's requested Tokens purchase and issue Tokens to the Purchaser until it has, amongst other things, completed the KYC and other verifications steps outlined in Part II hereof to the Company's satisfaction.

2. **Platform Agreement**. The Purchaser agrees to be bound by the terms of the Platform Agreement included in Part IV hereof, and the terms of which are incorporated by reference.

3. **Representations, Warranties and Covenants of the Purchaser**. The Purchaser hereby represents and warrants to, and agrees with, the Sponsoring Parties (as defined below):

3.1. Reliance. The Company, its parent and subsidiaries, and the officers, directors, principals, members, employees, agents, and other affiliates of each of the foregoing (collectively, the "**Sponsoring Parties**") will be relying on the information, representations, warranties and covenants of the Purchaser in and provided pursuant this Purchase Agreement for many purposes. If any representations and warranties are not true and accurate prior to acceptance of this Purchase Agreement, Purchaser shall give prompt written notice of this fact to the Company specifying which representations and warranties are not true and accurate and the reasons why they are not. Purchaser agree to notify the Company promptly if there is any change with respect to any of the representations and warranties in this Purchase Agreement

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

3.3. <u>Restrictions on Transfer</u>.

(a) The Tokens may not be sold, transferred, or rehypothecated in any way whatsoever to a Prohibited Person, and any attempt to do so will be deemed a breach of this Agreement. Purchaser agrees it will undertake best efforts to ensure that any prospective transferee of the Tokens is aware of, and agrees to be bound by, the terms and conditions contained herein and in the Terms. Purchaser understands and accepts that any breach of this provision may result in a variety of penalties, including those contained in Section 3 below.

(b) The Purchaser acknowledges and is aware that any transfer made in violation of the transfer provisions of the Purchase Agreement will be void.

3.4. <u>Authorization; No Conflict</u>.

(a) *Authorization of Individuals.* If the Purchaser is an individual:

(i) The Purchaser has all requisite legal capacity for the purchase of the Tokens;

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

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

(b) *Authorization of Entities.* If the Purchaser is an entity:

(i) The Purchaser is a corporation or other organization duly incorporated or organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization, and has the requisite power and authority to carry on its business and operations as currently conducted;

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

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

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

(c) *Ultimate Tokens Owners.*

(i) If the Purchaser is acting as trustee, agent, representative or nominee for the ultimate owner of the Tokens (an "**Ultimate Tokens Owner**"), the Purchaser understands and acknowledges that the representations, warranties and agreements made in this Purchase Agreement are made by the Purchaser both (a) with respect to the Purchaser and (b) with respect to the Ultimate Tokens Owner. The Purchaser further represents and warrants that it has all requisite power and authority from the Ultimate Tokens Owner to execute and perform the obligations under this Purchase Agreement.

(ii) Except as otherwise agreed to in writing with the Company, the Purchaser agrees to indemnify the Sponsoring Parties for any and all costs, fees and expenses (including reasonable legal fees and disbursements) in connection with any damages resulting from the assertion of the Purchaser's lack of proper authorization from the Ultimate Tokens Owner to enter into this Purchase Agreement or perform its obligations under it.

3.5. Offering Materials and Other Information.

(a) *Differences with Offering Materials.* The Purchaser acknowledges that in the event of any differences between the terms provided in this Purchase Agreement and any Offering Materials, the terms and conditions of this Purchase Agreement shall supersede any contrary information set forth in the Offering Materials. The Purchaser has had an opportunity to (i) ask questions of and receive answers from the Company concerning the terms and conditions of this Purchase Agreement, the Offering Materials, and the business of the Company; and (ii) obtain any additional information concerning the Tokens and their distribution, the Company and any related material to the extent the Company or the Company possesses relevant information or can acquire it without unreasonable effort or expense.

(b) *No Reliance.* The Purchaser acknowledges that in making a decision to purchase the Tokens, the Purchaser has relied solely upon this Purchase Agreement, the Offering Materials and independent investigations made by the Purchaser. The Purchaser is not relying and may not rely on any other marketing materials for purposes of making a decision to purchase the Tokens. The Purchaser is also not relying on the Sponsoring Parties with respect to the legal, tax and other economic factors involved in this purchase and understands that it is solely responsible for reviewing the legal, tax and other economic considerations involved with purchasing the Tokens with its own legal, tax and other advisers.

(c) *Purchaser's Review.* The Purchaser understands that it is solely responsible for reviewing the Offering Materials and this Purchase Agreement and, to the extent he, she or it believes necessary, for discussing with counsel the representations, warranties and agreements that the Purchaser is making in this Purchase Agreement. Purchaser acknowledges that important information about the material terms of the Tokens is provided in the Offering Materials. Such information may include, but is not limited to, details regarding the timing and pricing of the Tokens, the amount of Tokens offered, and the anticipated use of the Token Sale proceeds. Purchaser understands and has no objection to these material terms.

(d) *Independent Decision and Investment Considerations*. The Purchaser acknowledges making an independent decision to invest in the Tokens and is not relying on the Company, the Foundation, Resilience SPC, Cover Re US, Cover Re Cayman, or any other person or entity (other than their own advisers) regarding the legal, tax, financial, risk, or other considerations involved in such investment. Past performance is no guarantee of future results. When making a decision to purchase Tokens or any subsequent investment decision, the Purchaser may rely solely on the information contained in the Offering Materials and any Additional Information. "Additional Information" refers to any written information communicated to a prospective or current Purchaser by an authorized representative of the Company that expressly modifies, supplements, or amends the relevant Offering Materials concerning the terms and conditions of the Tokens or the status of the Company.

(e) *Suitability and Risk Assessment*. The Purchaser represents that they have independently determined the suitability of an investment in the Tokens, considering their financial situation and risk tolerance. The Purchaser represents that they:

(i) Are capable of bearing the economic risk of an investment for an extended period or indefinitely, with the understanding that they may suffer a loss of some or all of their original principal investment.

(ii) Recognize that if Participating Notes held in one or more Risk Pools need to be sold before maturity, the sale may result in substantial discounts from the initial price and potential significant losses.

(iii) Have read and understood the Offering Materials, and understand the associated risks of indirect exposure to the Participating Notes.

(iv) Possess sufficient knowledge and experience from business, financial, and technical perspectives to meaningfully evaluate the RE Protocol, the Tokens, the related Participating Notes and Risk Pools, and the merits and risks of such investments;

(v) Have access to and knowledge of appropriate analytical tools to evaluate, in the context of their financial circumstances, the impact of an investment in the Tokens and the related Participating Notes on the value of their holdings.

(vi) Maintain adequate financial resources and liquidity to bear all associated risks of an investment in the Tokens;

(vii) Are capable of evaluating (independently or with qualified advisors) potential scenarios and factors that may impact their investment and ability to bear applicable risks;

(viii) Have conducted any due diligence they deem necessary, including reviewing the typical terms and structure of Participating Notes, the standard business practices of the Reinsurers involved, the circumstances under which Collateral Calls may occur, and the potential for write-downs of the Participating Notes' principal amount.

(f) *No Guarantees.* Neither the Company nor anyone on its behalf has made any representations (whether written or oral) to the Purchaser (i) regarding the future value or utility of the Tokens or (ii) that the past business performance and experience of the Sponsoring Parties will in any way predict the current or future value or utility of the Tokens.

(g) *No Ownership Interest*. The purchase of Tokens (i) does not provide Purchaser with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (ii) does not provide Purchaser with any ownership or other interest in Company, except as described in the Memorandum and the Platform

Agreement. Furthermore, the indirect noteholder rights described in the Memorandum may only be asserted by a then-current Registered Holder (as such is defined in the Terms), and only then subject to the limitations and conditions in the Platform Agreement.

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

3.6. Purchaser's Knowledge. The Purchaser has sufficient knowledge, understanding, and experience, either independently or together with his, her or its purchaser representative(s), in financial and business matters, and of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems, to understand the terms of this Purchase Agreement and the Offering Materials, and such knowledge, understanding, and experience enables the Purchaser to evaluate the merits and risks of purchasing the Tokens.

3.7. Other Risks.

(a) *General Economic Risk.* The Purchaser (i) is able to bear the economic cost of holding the Tokens for an indefinite period of time; (ii) has adequate means of providing for his, her, or its current needs and possible personal contingencies even in the event that the Tokens lose all of their value; and (iii) has no need for liquidity of the Tokens. The Purchaser's purchase of the Tokens is consistent with the objectives and cash flow requirements of the Purchaser and will not adversely affect the Purchaser's overall need for diversification and liquidity.

(b) *Additional Risk Disclosures*. The Purchaser is solely responsible for reviewing, understanding and considering the risks above and any additional risks, including without limitation those described in the Offering Materials. The Company and the Company's operations, financial condition, and results of operations could be materially and adversely affected by any one or more of those risk factors, as could the underlying value of each Purchaser's Tokens, which may lead to the Tokens losing all value.

3.8. Transfer and Storage of Personal Data.

(a) *Personal Data.* The Purchaser understands and agrees that in connection with the services provided by the Company, its personal data may be transferred and/or stored in various jurisdictions in which the Sponsoring Parties have a presence, including in or to jurisdictions that may not offer a level of personal data protection equivalent to the Purchaser's country of residence.

(b) *Disclosure of Personal Data.* The Purchaser further understands and agrees that, although the Sponsoring Parties will use their reasonable efforts to keep the information provided in the answers to this Purchase Agreement strictly confidential, the Sponsoring Parties may present this Purchase Agreement and the information provided in it to any parties (*e.g.*, affiliates, attorneys, auditors, administrators, brokers and regulators) as the Sponsoring Parties deem necessary or advisable to facilitate the acceptance and management of the Purchaser's Tokens purchase, including, but not limited to, (x) in connection with anti-money laundering and similar laws, (y) if called upon to establish the availability under any applicable law of an exemption from registration of the Tokens or to establish compliance with applicable law generally by the Sponsoring Parties, or (z) if the information is relevant to any issue in any action, suit, or proceeding to which the Sponsoring Parties are a party or by which they are or may be bound.

(c) *Disclosure by Law.* The Sponsoring Parties may also release information about the Purchaser if directed to do so by the Purchaser, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation. Any disclosure, use, storage or transfer of information for these purposes shall not be treated as a breach of any restriction upon the disclosure, use, storage or transfer of information imposed on any person by law or otherwise.

3.9. Eligibility and Compliance Representations.

Not a Prohibited Person. Neither the Purchaser, nor any of its affiliates or direct or indirect beneficial owners is (i) a Prohibited Person (as defined in Part I hereof) or (ii) unless otherwise disclosed in writing to the Company prior to the Purchaser's purchase of Tokens, a senior foreign political figure,[1] or any immediate family member[2] or close associate[3] of a senior foreign political figure as those terms are defined in the footnotes below. The Purchaser further represents and warrants that the Purchaser: (1) has conducted thorough due diligence with respect to all of its beneficial owners, (2) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owner's funds and (3) will retain evidence of those identities, any source of funds and any due diligence. Purchaser agrees that if their country of residence or other circumstances change such that the above representations are no longer accurate, Purchaser will immediately cease using the Services. Purchaser further represent and warrant that if Purchaser is purchasing Tokens on behalf of a legal entity: (1) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (2) Purchasers is duly authorized by such legal entity to act on its behalf.

(a) *Source and Use of Funds*.

(i) The Purchaser represents, warrants and agrees that no payment or other transfer of value to the Company and no payment or other transfer of value to the Purchaser shall cause the Sponsoring Parties to be in violation of applicable U.S., BVI, or any other laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations.

(ii) The Purchaser represents, warrants and agrees that no payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to (1) any Sanctioned Person or (2) other person in a Prohibited Jurisdiction (each as defined in the Terms), or (3) directly or indirectly, any illegal activities.

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

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

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

(b) *Voluntary Compliance.* The Purchaser understands and agrees that the Company may not be obligated to comply with any U.S. or other anti-money laundering requirements, but may choose to voluntarily comply with any or all of such requirements in the sole discretion of the Company and the Sponsoring Parties.

4. Special Remedies.

4.1. Triggering Events. If Purchaser becomes a Prohibited Person under the then-applicable Terms of the Company, or Purchaser transfers Tokens in violation of Section 2 or any other provision of this Agreement, each such event shall be a Triggering Event and the Company shall become entitled to exercise any and all remedies described under Section 3.2 below.

4.2. Remedies. The Purchaser acknowledges that upon a Triggering Event, at the discretion of the Company, its remedies may include, without limitation, the transfer, forced redemption, or sale of the Purchaser's Tokens; freezing of any Tokens in the Purchaser's digital wallets; blacklisting of Purchaser and Purchaser's transferee from the Services, Tokens, or Protocol; or, in event of a willful or grossly negligent breach by Purchaser, the forfeiture of the Purchaser's or transferee's Tokens for zero value. The Purchaser also acknowledges that the Company may periodically request assurance that the Purchaser has not become subject to a Triggering Event at any time, and the Purchaser further acknowledges and agrees that the Company shall understand and deem the failure by the Purchaser to respond in writing to any requests to be an affirmation and restatement of the representations, warranties and covenants in this provision. None of the foregoing shall limit any other right or remedy of the Company or any other Sponsoring Party at law or equity.

5. **Tax Information**.

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

5.2. Tax Residency Statement. The Purchaser further certifies that the Purchaser will, prior to acceptance of this purchase of Tokens by the Company, provide to the Company a statement of tax residency under penalty of perjury, and any additional documentation required by the Company for purposes of satisfying the Company's obligations under the Code.

5.3. Purchaser Obligations. The Purchaser will (a) provide, upon request, prompt written notice to the Company, and in any event within 30 days of such request, of any change in the Purchaser's tax or withholding status, and (b) execute properly and provide to the Company, within 30 days of written request by the Company (or any other Sponsoring Party), any other tax documentation or information that may be reasonably required by the Company (or another Sponsoring Party) in connection with the operation of the Company or Protocol to comply with applicable laws and regulations (including, but not limited to, the name, address and taxpayer identification number of any owner of the Purchaser or any other document or information requested by the Company (or another Sponsoring Party) in connection with the Company complying with FATCA and/or any IGA or as required to reduce or eliminate any withholding tax directly or indirectly imposed on or collected by or with respect to the Company), and (c) execute and properly provide to the Company, within 30 days of written request by the

Company (or another Sponsoring Party), any tax documentation or information that may be requested by the Company (or any Sponsoring Party).

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

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

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

6. **Indemnification**.

6.1. Indemnification. **PLEASE READ THIS INDEMNIFICATION PROVISION CAREFULLY BECAUSE IT LIMITS A PURCHASER'S ABILITY TO SEEK RELIEF FROM AN INDEMNIFIED PARTY**. The Purchaser acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Purchase Agreement, and except as otherwise agreed to in writing with the Company, hereby agrees to indemnify and hold harmless the Sponsoring Parties, and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing (each, an "**Indemnified Party**") from and against any and all loss, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Purchaser, or breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser in this Purchase Agreement (including any information provided to the Company by Purchaser prior to the acceptance of this Agreement by Purchaser in connection with Purchaser's satisfaction of KYC/AML and eligibility screening requirements) or in any other document furnished by the Purchaser to any of the foregoing in connection with this transaction, (ii) any action for securities, commodities, or money transmission law violations instituted by the Purchaser that is finally resolved by judgment against the Purchaser, or (iii) any action instituted by or on behalf of the Purchaser against an Indemnified Party that is finally resolved by judgment against the Purchaser or in favor of an Indemnified Party.

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

6.3. No Waiver. Notwithstanding the foregoing, nothing contained in this Purchase Agreement shall constitute a waiver by a Purchaser of any of his, her or its legal rights under applicable

U.S. federal securities and commodities laws or any other laws whose applicability is not permitted to be contractually waived.

7. **Limitation of Liability**. **PLEASE READ SECTIONS 6.1, 6.2, AND 6.3 CAREFULLY. THESE PROVISIONS LIMIT THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THE SALE OF THE TOKENS**.

7.1. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the Sponsoring Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale of the Tokens or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and the Sponsoring Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms exceed the amount Purchaser pays to the company for the Tokens.

7.2. The limitations set forth in Section 6.1 will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Company.

7.3. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of Section 6 may not apply to the Purchaser.

8. **Dispute Resolution & Arbitration**. PLEASE READ SECTIONS 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, AND 7.7 CAREFULLY BECAUSE THEY CONTAIN IMPORTANT PROVISIONS REGARDING THE RESOLUTION OF DISPUTES WITH THE COMPANY. THIS SECTION REQUIRES THE PURCHASER TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH A PURCHASER CAN SEEK RELIEF FROM THE COMPANY.

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

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

8.3. ***Notice***. Each party will notify the other party in writing of any Dispute within 30 days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by email to the company at legal@re.xyz. Notice to the Purchaser shall be by email to the then-current email address in the Purchaser's account. The Purchaser's notice must include (i) the Purchaser's name, postal address, email address, and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that the Purchaser is seeking. If the Purchaser and the Company cannot agree how to resolve the Dispute within 60 days after the date notice is received by the applicable party, then either the Purchaser or the Company may, as appropriate and in accordance with this Section 7, commence an arbitration proceeding or, to the extent specifically provided for in Section 7.1, file a claim in court.

8.4. ***Process***. Any arbitration will occur in the British Virgin Islands**.** Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("**JAMS"**), which are hereby incorporated by reference.

8.5. ***Authority of Arbitrator***. As limited by the Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by the Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

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

8.7. ***Severability of Dispute Resolution and Arbitration Provisions.*** If any term, clause or provision of Section 7 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of Section 7 will remain valid and enforceable. Further, the waivers set forth in Section 7.2 are severable from the other provisions of the Terms and will remain valid and enforceable, except as prohibited by applicable law.

9. **Miscellaneous**.

9.1. Notices and Electronic Delivery; Privacy Policy.

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

(b) The Sponsoring Parties will send emails to the email address that the Purchaser has provided via the Investor Dashboard. If an email notification is undeliverable, delivery of the notice is not required to be made to the Purchaser's postal mail address of record except as otherwise required by law. The Sponsoring Parties reserve the right to post communications on their respective websites without providing notice to the Purchaser, when permitted by law.

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

(d) By executing this Purchase Agreement, the Purchaser consents to electronic delivery as described in the preceding sections, unless and until the Purchaser revokes its consent and/or waiver in writing to the Company.

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

(f) The Purchaser understands that if it has any doubts about the authenticity of an email purportedly sent by the Sponsoring Parties, the Purchaser should contact the purported sender immediately.

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

9.2. Revocation. Purchaser acknowledges and accepts that all purchases of the Tokens from the Company during the Token Sale are final, and there are no refunds or cancellations except as may be required by applicable law or regulation or as stated in the Agreement. Purchaser further acknowledges and accepts that the Company reserves the right to refuse or cancel Purchase Agreements at any time in its sole discretion.

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

9.4. Governing Law; Consent to Jurisdiction; Venue and Service of Process. **THIS PURCHASE AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE BRITISH VIRGIN ISLANDS, WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES, NOTWITHSTANDING THE PLACE WHERE THIS PURCHASE AGREEMENT MAY BE EXECUTED BY ANY PARTY.** To the extent permissible under applicable law, the Purchaser hereby irrevocably agrees that any suit, action, or proceeding ("**Action**") with respect to this Purchase Agreement may, but need not, be resolved, whether by arbitration or otherwise, within the British Virgin Islands. Accordingly, the parties consent and submit to the non-exclusive jurisdiction of the courts and any applicable arbitral body located within the British Virgin Islands. The Purchaser agrees and consents that service of process as provided by BVI law may be made upon the Purchaser in any Action and may not, as a result, claim that any Action has been brought in an inconvenient forum.

9.5. Entire Agreement. This Purchase Agreement along with the Offering Materials and any side letter or other similar agreement between the Purchaser and the Company constitute the entire agreement between the parties hereto with respect to the subject matter of this Purchase Agreement and may be amended only in writing, executed by all parties hereto.

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

9.7. Successors and Assigns. This Purchase Agreement (i) shall be binding upon the Purchaser and the heirs, legal representatives, successors and permitted assigns of the Purchaser and shall inure to the benefit of the Company and its successors and assigns, (ii) shall survive the acceptance of the Purchaser as a purchaser of the Tokens, (iii) shall, if the Purchaser consists of more than one person, be the joint and several obligation of each, and (iv) may be executed in counterparts, all of which when taken together, shall be deemed one original.

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

***reUSDe* Tokens**

Part IV: Platform Agreement

Available at:

https://storage.googleapis.com/re-files-production/docs/resilience_platform_agreement_v2.pdf

E-SIGNATURE FORM

☐ **BY CHECKING THIS BOX AND PRESSING THE "I AGREE" BUTTON, I AGREE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO COMPLY WITH AND BE BOUND BY ALL TERMS OF THE OFFERING MATERIALS, INCLUDING WITHOUT LIMITATION THE PURCHASE AGREEMENT, THE PLATFORM AGREEMENT, AND THE TERMS. I ACKNOWLEDGE AND ACCEPT THAT ALL PURCHASES OF TOKENS FROM THE COMPANY DURING THE TOKEN SALE ARE FINAL, AND THERE ARE NO REFUNDS OR CANCELLATIONS EXCEPT AS MAY BE REQUIRED BY THIS PURCHASE AGREEMENT, APPLICABLE LAW OR REGULATION. I FURTHER ACKNOWLEDGE AND ACCEPT THAT THE COMPANY RESERVES THE RIGHT TO REFUSE, CANCEL OR ACCEPT PURCHASE AGREEMENTS AT ANY TIME IN ITS SOLE DISCRETION**.