**THIS WARRANT HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, RELYING ON EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND APPLICABLE STATE SECURITIES LAWS. ACCORDINGLY, THIS WARRANT AND ANY TOKENS ISSUED UPON ITS EXERCISE MAY NOT BE OFFERED, SOLD, OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) UNLESS SUCH OFFER, SALE, OR TRANSFER OCCURS PURSUANT TO (A) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (B) A QUALIFIED OFFERING STATEMENT PURSUANT TO REGULATION A UNDER THE SECURITIES ACT, OR (C) AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. ANY SUCH EXEMPTION OR TRANSACTION MUST BE SUPPORTED BY A LEGAL OPINION OF COUNSEL SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY.**

**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_][[1]](#footnote-1)**

#### **WARRANT TO PURCHASE TOKENS**

Issued on [\_\_\_\_\_] (the “***Issue Date***”) Purchase Price $[\_\_\_\_][[2]](#footnote-2)

This Warrant to Purchase Tokens (the “***Warrant***”) certifies that, in exchange for the Purchase Price set forth above, which has been paid on the date hereof to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”), and for which receipt is hereby acknowledged, the undersigned individual or entity (the “Holder,” and collectively with all holders of substantially similar warrants to purchase Tokens, the “Holders”) is entitled, subject to the terms and conditions of this Warrant, to purchase, at the Warrant Exercise Price (as defined below), up to the Holder’s Portion of Tokens (as defined below) at any time prior to the Expiration Date (as defined below). The Holder may exercise this Warrant by delivering to the Company a duly executed exercise notice in the form attached hereto as Exhibit 1, along with simultaneous payment of the Warrant Exercise Price in lawful U.S. currency or, if permitted, by electing to net exercise as provided in Section 2.4.

1. **DEFINITIONS.** The following definitions shall apply for purposes of this Warrant:

“***Affiliate***” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, manager, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person, where “control” is defined as directly or indirectly possessing the power to direct or cause the direction of the management and policies of the Affiliate, whether through ownership of voting securities, by contract or otherwise.

“***Business Day***” means a weekday on which banks are open for general banking business in New York, New York.

“***Company***” shall include, in addition to the Company identified in the opening paragraph of this Warrant, any corporation or other entity that succeeds to the Company’s obligations under this Warrant, whether by permitted assignment, by merger or consolidation or otherwise.

“***Deemed Liquidation Event***” has the meaning set forth for such term in the Company’s Amended and Restated Certificate of Incorporation, if applicable, and otherwise shall mean a Liquidity Event, as defined in the SAFE.

“***Excluded Tokens***” means, with respect to any Token, (i) Tokens issued or used solely for development, testing or experimental purposes, (ii) Tokens that may be created and issued following a Token Launch pursuant to staking, rewards or inflationary or dilutive controls; *provided*,that any such Tokens dilute all Tokens equally and (x) are issued in accordance with the governance terms of the Protocol and not in the sole discretion of the Company, any Token Affiliate or any Insider, and (y) with respect to any staking or rewards process, Holder is allowed to participate in any such staking or rewards process on the same basis as other participants, and (iii) non-fungible Tokens issued in arms’ length transactions in the ordinary course of business; provided that no such disposition shall be to the Company, any Token Affiliate or any Insider unless Holder is entitled to participate in any such disposition on the same basis as other participants.

“***Expiration Date***” means the earlier of (i) 4:59 p.m. EST on the date that is 9 years following the Issue Date, (ii) with respect to any Token, fifty (59) days following the receipt by Holder of notice of any initial Token Structuring Event that has occurred with respect to such Token and for which Holder has received notice in accordance with Section 2.6 or (iii) the date the Company and other Token Issuers irrevocably and affirmatively decide not to develop any Token.

“***Founder***” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“***Insider***” means any current or former investors, stockholders, Founders, employees, officers, directors and advisors or other consultants of the Company and any Token Issuer (if other than the Company).

“***Parent***” shall mean any entity (other than the Company) in an unbroken chain of entities ending with the Company, if each of the entities other than the Company owns securities possessing 50.1% or more of the total combined voting power of all classes of securities in one of the other entities in such chain.

“***Person***” means any individual, corporation, partnership, trust, limited liability company, association or other entity, including any decentralized autonomous organization or other similar decentralized or distributed entity.

“***Portion***” means, with respect to each Holder and any Token, such amount of Tokens as shall equal (without double counting) such Holder’s Pro Rata Portion of the Total Network Tokens. The “***Pro Rata Portion***”, means, with respect to each Holder, the ratio of (i) the purchase amount of the Holder’s SAFE *divided by* (ii) $\_\_\_\_\_\_\_\_\_][[3]](#footnote-3)

“***Pre-Launch Valuation***” means the fair market value per Token as determined by an independent valuation consultant contemporaneously with or following the Issue Date and delivered to the Company in connection with any initial Token Structuring Event.

“***Protocol***” means any blockchain-based network protocol, platform or application (including any blockchain-based network of smart contracts or smart contract participants) created or developed, operated or managed by, or based upon, or incorporating material portions of any intellectual property developed, owned or exclusively licensed by the Company or any Token Affiliate.

“***Qualified Foundation***” means any entity that receives a license or assignment of any material intellectual property from the Company (including, without limitation, any trademarks owned by the Company) and (a) uses such intellectual property to effect a sale or other issuance of Tokens; (b) uses intellectual property that the Company has released under any free software or open source license to effect a sale or other issuance of Tokens, and any officer or key employee of the Company is rendering (or has rendered) material services to such entity, or if any officers or key employees of the Company owns a direct or indirect interest in such entity; or (c) is designated or otherwise granted rights by the Company or an affiliate to such entity to administrate, manage or operate (in lieu of the Company or such affiliate) any Company protocol.

“***SAFE***” means that certain Simple Agreement for Future Equity entered into by and between the Company and Holder as of even date herewith.

“***Subsidiary***” shall mean any entity (other than the Company) in an unbroken chain of entities beginning with the Company, if each of the entities other than the last entity in the unbroken chain owns securities possessing 50.1% or more of the total combined voting power of all classes of securities in one of the other entities in such chain.

“***Token Affiliate***” means (i) any Affiliate of the Company, (ii) any Subsidiary or Parent of the Company, or (iii) any other Person (including any Qualified Foundation) that (a) receives a license or assignment of any material intellectual property from the Company (including, without limitation, any trademarks owned by the Company) and uses such intellectual property to effect a sale or other issuance of Tokens (as such term is defined below); (b) uses intellectual property that the Company has released under any free software or open source license to effect a sale or other issuance of Tokens, and any officer or key employee of the Company is rendering (or has rendered) material services to such Person, or (if an entity) any officers or key employees of the Company owns a direct or indirect interest in such Person; or (c) is designated or otherwise granted rights by the Company or an Affiliate to such Person to administrate, manage or operate (in lieu of the Company or such Affiliate) any Protocol. For the avoidance of doubt, if the issuance of Tokens is completed by an anonymous or unidentified person or the Token Structuring Event is agreed upon by a decentralized group of validators, the Token Affiliate shall be deemed to be the Person described in the immediately preceding sentence that has either (a) nominated the genesis block of the Protocol, or (b) been the primary developer of the differentiated intellectual property that is utilized by or in connection with the applicable Protocol. Further, any foundation or non-profit organization unaffiliated (or not otherwise covered by the foregoing) with the Company will be deemed a Token Affiliate to the extent it allocates a material amount of the Total Network Tokens to the Company.

“***Token Launch***” means, with respect to any Token, the date such Tokens are first issued to non-Insiders (other than any Token Affiliate).

“***Token(s)***” means any tokens, coins or other digital assets created and issued by the Company, or any Token Affiliate or Founder (if, with respect to a Founder, such asset relates to a Protocol or utilizes Company intellectual property and is created either (i) within twelve-months of the Protocol launch or (ii) within twelve-months of such date that the Founder shall no longer be providing services to the Company) or their respective successors or assigns (collectively, “***Token Issuers***”). For the avoidance of doubt, this excludes any Excluded Tokens, *provided*, that if any Token Affiliate shall receive an allocation of such tokens (other than pursuant to clauses (i) and (iii) of the definition of “Excluded Tokens”), the tokens received shall be deemed to be Tokens as used herein.

“***Total Network Tokens***” means, with respect to any Token, the total number of Tokens ever to be minted, generated or created over the lifetime of the applicable Protocol (including Tokens issuable on conversion of this Warrant).

“***Token Structuring Event***” means, with respect to any Token, the date such Tokens are minted, generated or created, if ever, and available for issuance, including any Token Launch.

“***Transfer***” means sell, loan, collateralize, sponsor, distribute, issue or otherwise dispose of or encumber.

“***Warrant***” means this Warrant and any warrant(s) delivered in substitution or exchange therefor, as provided herein.

“***Warrant Exercise Price***” means, with respect to any Token, (a) with respect to the initial exercise, the lesser of (i) [\_\_\_\_\_\_] (in the aggregate, to purchase that number of Tokens for which Holder initially exercises this Warrant), and (ii) the Pre-Launch Valuation per Token multiplied by that number of Tokens for which Holder initially exercises this Warrant, and (b) with respect to each subsequent exercise, the lesser of (i) [\_\_\_\_\_\_] (in the aggregate, to purchase that number of Tokens for which Holder exercises this Warrant) and (ii) the Pre-Launch Valuation per Token multiplied by that number of Tokens for which Holder exercises this Warrant.

1. **EXERCISE**.
   1. **Method of Exercise.** Subject to the terms and conditions of this Warrant, the Holder may exercise this Warrant, in whole or in part, with respect to any Token at any time on or after the initial Token Structuring Event for that Token and before the applicable Expiration Date, for up to the Holder’s Portion of Tokens. If the Holder’s Portion is increased pursuant to Section 3.4 following an Expiration Date (a “Post-Expiration Increase”), the Holder may nonetheless exercise this Warrant with respect to such Post-Expiration Increase on any Business Day, up to 4:59 p.m. Eastern Time, on the date that is 9 years following the Issue Date. Subject to the foregoing, the Holder may exercise this Warrant multiple times to purchase up to the Holder’s Portion of Tokens after each instance that new Tokens are minted, generated, or created following the initial Token Structuring Event, and may exercise it separately with respect to each Token. To exercise this Warrant, the Holder must deliver a duly executed copy of the exercise notice, attached hereto as Exhibit 1, and either pay the Warrant Exercise Price as specified in Section 2.2 or elect a net exercise as provided in Section 2.5.
   2. **Form of Payment.** Payment for the Holder’s Portion of Tokens upon each exercise may be made using any of the following methods, individually or in combination: (a) a check payable to the order of the Company; (b) a wire transfer of funds to the Company; (c) cancellation of any indebtedness owed by the Company to the Holder; (d) a net exercise pursuant to Section 2.5 of this Warrant; or (e) the transfer of U.S. dollar stablecoins acceptable to the Company.
   3. **Delivery of Tokens**. In connection with each exercise pursuant to this Section 2, the Holder will provide to the Company with a network address to allocate Holder's Tokens to upon such exercise (or otherwise upon the applicable date of delivery, as described herein), and the Company shall deliver, or cause to be delivered, such Tokens to such network address. Holder may update such network address by providing written notice in accordance with Section 8.5; provided, that the Company need not consider such updated network address to be valid until the Company has confirmed receipt of such notice and has approved such updated network address.
   4. **Restrictions on Exercise.** This Warrant may not be exercised if the issuance of the Tokens upon such exercise would constitute a violation of any applicable federal or state laws or other regulations, as determined by the Board of Directors of the Company upon the advice of counsel. As a condition to each exercise of this Warrant, Holder shall execute a copy of the exercise notice attached hereto as Exhibit 1, confirming and acknowledging that the representations and warranties set forth in Section 7 as they apply to Holder are true and complete as of the date of exercise. In the event that legal counsel to the Company advises the Company that it is necessary or advisable for regulatory reasons, Holder shall also be required to deliver, as a condition to exercise, an accredited investor verification letter from a qualified third-party verifying that Holder is an “accredited investor” within the meaning of Rule 501 of the Securities Act (as defined below). The Holder acknowledges that the Company is not obligated, and the Company has not made any determination, to generate Tokens.
   5. **Net Exercise Election**.
      1. Upon each exercise of this Warrant and subject to the Transfer Restrictions, Holder may elect to make such exercise without the payment by Holder of any additional consideration, by submitting a copy of the exercise notice attached hereto as Exhibit 1 with the net exercise election selected, duly executed by Holder, for the number of Tokens that is obtained under the following formula:

#### X = Y – (A ÷ B)

where X = the number Tokens to be issued to Holder pursuant to a net exercise of this Warrant effected pursuant to this Section 2.5.

Y = the number of Tokens equal to Holder’s Portion.

A = the Warrant Exercise Price.

B = the fair market value of one Token, determined at the time of such net exercise as set forth in the last paragraph of this Section 2.5.

* + 1. The Company will promptly respond in writing to an inquiry by Holder as to the then current fair market value of one Token. For purposes of the calculation in Section 2.5(a), the fair market value of one Token shall be determined by the Company’s or Parent’s Board of Directors in good faith.
  1. **Notice of Expiration and Token Structuring Events.** The Company further covenants and agrees to provide Holder with (i) at least sixty (60) days’ notice prior to any Expiration Date and (ii) at least fifteen (15) days’ written notice prior to a consummation of any Token Structuring Event by a Token Issuer, which notice shall include, (x) in each case, a description of the number of Tokens that have been issued by a Token Issuer during the term of the Warrant and the Holder’s Portion (including the calculation of such Portion) and (y) in the case of clause (ii), a description of the Protocol and the Tokens to be issued in such Token Structuring Event.

#### **ISSUANCE OF TOKENS.**

* 1. **Date of Issuance.** With respect to each exercise, this Warrant shall be deemed to have been exercised immediately prior to the close of business on the date that it is exercised pursuant to the terms of Section 2 above, and the Person entitled to receive the Tokens issuable upon such exercise shall be treated for all purposes as the holder of record of such Tokens as of the close of business on such date. As soon as practicable on or after such date, and in any event within three (3) days following such date of exercise, the Company shall issue and deliver, or cause to be issued and delivered, to the network address specific on the exercise notice attached hereto as Exhibit 1 that the Holder delivers to the Company the Tokens issuable upon such exercise.
  2. **Restrictions on Tokens.**  Tokens issued upon the exercise of this Warrant may be subject to Transfer Restrictions, as determined in good faith by the Company’s Board of Directors, based on the advice of external legal counsel, and additional restrictions reasonably requested by the Company and approved by the Majority Holders (as defined below). These restrictions may include, but are not limited to, a minimum one-year lockup period commencing at Token Launch (the “Transfer Restrictions”). If Tokens issued to Insiders are subject to less restrictive Transfer Restrictions than those applicable to the Holder, the Holder shall be entitled to the same less restrictive terms. Any discretionary waiver or termination of Transfer Restrictions approved by the Company’s Board of Directors or any Token Issuer with respect to Insiders shall apply pro rata to the Holder, based on the number of Tokens held. Notwithstanding the foregoing, during any period where Transfer Restrictions apply, the Holder may (i) transfer Tokens to an Affiliate upon prior written notice to the Company and (ii) exercise voting or governance rights linked to the Tokens or use them for staking in accordance with Protocol rules. The Company may impose, or require any applicable exchange or custodian to impose, reasonable technological lockups or restrictions to enforce compliance with Transfer Restrictions. If the Company determines that programmatic transfer restrictions are necessary, the Company and the Holder shall collaborate in good faith to develop a mutually agreeable, immutable smart contract to enforce these restrictions, provided it is not controlled by the Company or its Affiliates and complies with this Warrant. Programmatic transfer restrictions shall not be imposed without the Holder’s prior written consent, which shall not be unreasonably withheld. The Company shall assume all risk of loss associated with programmatic transfer restrictions, regardless of whether the Tokens are held by the Holder or a designated custodian.
  3. **Reservation of Tokens.** Following the initial Token Structuring Event for such token, **t**he Company shall reserve, or cause to be reserved, for the benefit of the Holder, and not distribute, sell or encumber, or cause to be not distributed, sold or encumbered, the maximum number of Tokens issuable under this Warrant until this Warrant is fully exercised.
  4. **Token Allocation and Distribution**. In the event that the Total Network Tokens for any Token is increased at any time following the initial Token Structuring Event for such Token as a result of actions taken by the Company, any Token Affiliate or any Insider, the Holder’s Portion with respect to such token shall be recalculated to take into account such increase.
  5. **Disproportionate Distribution Events**. Notwithstanding and in addition to the rights of each Holder with respect to any Tokens, if an event occurs—such as a network "fork" or irregular state change—that results in any of the following outcomes: (x) a Token Issuer's, Token Affiliate's, or Founder's percentage ownership of Tokens decreases proportionally less than a Holder's percentage ownership, or a Holder's percentage ownership decreases proportionally less than a Token Issuer's, Token Affiliate's, or Founder's percentage ownership; or (y) a Token Issuer's or Founder's percentage ownership of Tokens increases proportionally more than a Holder's percentage ownership, or a Holder's percentage ownership increases proportionally more than a Token Issuer's, Token Affiliate's, or Founder's percentage ownership, then the Company, the applicable Token Issuer, Token Affiliates, Holders, and any affected Founders (or, in the case of a non-party Token Issuer or Token Affiliate, the Company shall ensure their compliance) shall use commercially reasonable efforts to rebalance such marginally increased Tokens to ensure they are ratably distributed among all holders of Warrants based on their respective portions prior to the event. For clarity, the obligations and rights described in this Section 3.5 shall not apply to any Excluded Tokens.

#### ADDITIONAL COVENANTS.

#### Token Custodians. Promptly after distributing any Tokens to a Holder, the Company shall use commercially reasonable efforts to engage a third-party custodian, including reputable and widely available custody solutions such as Anchorage, Coinbase, or other Qualified Custodians as defined under SEC rules. The selected custodian will be expected to support and securely store the Tokens, providing secure wallet and storage services within a reasonable timeframe following the distribution. The Holder shall have the right to direct the distribution of Tokens pursuant to this Warrant to one or more wallet addresses reasonably designated by the Holder.

#### Prohibited Activities Related to Multiple Account Creation. The Holder and the Company (severally and not jointly) agree to use reasonable efforts to prevent their respective employees, contractors, Affiliates, and the employees and contractors of such Holder’s respective Affiliates from creating multiple accounts primarily for the purpose of participating in any retroactive airdrop of Tokens issued by the Company.

#### Founder & Investor Transfer Restrictions. **[Insert any founder and investor restrictions as applicable].**

#### EFFECT OF REORGANIZATION, CONSOLIDATION OR MERGER.

#### (a) In the event of any recapitalization or reorganization of the Company (including its conversion into a foundation company) or any consolidation or merger of the Company with or into one or more other corporations or entities, provided such event does not constitute a Deemed Liquidation Event (each, a “Reorganization Event”), and if, following such Reorganization Event, this Warrant becomes exercisable for Tokens issued by a corporation or entity other than the Company, such successor corporation or entity shall promptly execute and deliver to the Holder a supplement to this Warrant affirming its obligations hereunder. The terms of this Warrant shall apply to any Tokens issuable upon its exercise following the completion of the Reorganization Event. The Company shall provide the Holder with no less than ten (10) days’ prior written notice of any Reorganization Event.

* 1. In the event that a Token Issuer completes a Token Structuring Event while this Warrant is outstanding, then this Warrant shall become exercisable for Holder’s Portion of such Tokens. The Company covenants and agrees that to the extent that such Token Structuring Event is consummated by any party other than the Company, the Company will, as a condition to any participation in, cooperation with, or transfer or license of rights with respect to, such Token Structuring Event, ensure that the Token Issuer accepts, in writing for the benefit of Holder, the obligation to issue the applicable Tokens to Holder upon exercise of this Warrant in accordance with the terms hereof.

#### **REPRESENTATIONS AND WARRANTIES OF COMPANY**. The Company hereby represents and warrants to Holder as of the Issue Date:

#### **Organization, Good Standing, Corporate Power and Qualification**. The Company is duly organized, validly existing and in good standing under the laws of **[\_\_\_\_\_\_\_\_][[4]](#footnote-4)** and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect.

#### **Authorization**. All corporate action required to be taken by the Board of Directors of the Company and the Company’s shareholders in order to authorize the Company to enter into this Warrant, and to issue any other similar warrants to purchase Tokens from the Company, has been taken or will be taken prior to the Issue Date. All action on the part of the officers of the Company necessary for the execution and delivery of this Warrant, the performance of all obligations of the Company under this Warrant to be performed as of the Issue Date, and the issuance and delivery of this Warrant has been taken or will be taken prior to the Issue Date. This Warrant, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The Company is not in violation of (a) its governing documents (b) to its knowledge, any material state, rule or regulation applicable to the Company or (c) any material debt or contract to which the Company is a party or by which it is bound.

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#### **No Violation**. The performance and consummation of the transaction contemplated by this Warrant do not and will not (a) to its knowledge, violate any material judgement, statute, rule or regulation applicable to the Company; (b) result in the acceleration of any material debt or contract to which the Company is a party or by which it is bound; or (c) result in the creation or imposition of any lien on any property, asset or revenue for the Company, or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

#### **Governmental Consents and Filings**. Assuming the accuracy of the representations made by the Holder in Section 7 of this Warrant, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the issuance of the Warrants, except for filings pursuant to Regulation D of the Securities Act, and applicable state securities laws, which have been made or will be made in a timely manner.

#### **Marketable Title**. Upon delivery of the Tokens upon exercise of the Warrant, Token Issuer shall deliver, and Holder shall have, good and marketable title to the Tokens, free and clear of all liens, claims, charges and encumbrances of any kind whatsoever. The Tokens issuable hereunder will be, upon exercise of the Warrant, fully vested and are not subject to any restrictions on transfer that may otherwise bind the Holder, except as set forth in Section 3.2.

#### **REPRESENTATIONS AND WARRANTIES OF HOLDER**. In order to induce the Company to issue this Warrant to the original Holder, the original Holder has made representations and warranties to the Company as set forth on Schedule 1.

#### GENERAL PROVISIONS.

* 1. **Attorneys’ Fees.** In the event any party is required to engage the services of any attorneys for the purpose of enforcing this Warrant, or any provision thereof, the prevailing party shall be entitled to recover its reasonable expenses and costs in enforcing this Warrant, including attorneys’ fees.
  2. **Transfer.** Except as expressly provided herein, neither this Warrant nor any rights under it may be assigned, conveyed, or transferred by the Holder, in whole or in part, without the prior written consent of the Company, or by the Company without the prior written consent of the Majority Holders. Notwithstanding the foregoing, the Holder may assign, convey, or transfer this Warrant or any rights hereunder to: (a) an Affiliate, partner, member, limited partner, retired or former partner, retired or former member, or stockholder of the Holder; or (b) any other Person with the prior written consent of the Company, which consent shall not be unreasonably withheld. As a condition precedent to the Company’s recognition of such transfer, the transferee or assignee must agree in writing to be bound by all the terms of this Warrant and make the representations and warranties set forth in Schedule 1. The rights and obligations of the Company and the Holder under this Warrant shall inure to the benefit of and be binding upon their respective permitted successors, assigns, heirs, administrators, and transferees.
  3. **Governing Law.** This Warrant shall be governed by and construed under the internal laws of the State of [\_\_\_\_\_\_\_\_\_][[5]](#footnote-5), regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.
  4. **Headings.** The headings and captions used in this Warrant are used only for convenience and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to Sections and Exhibits shall, unless otherwise provided, refer to sections hereof and exhibits attached hereto, all of which exhibits are incorporated herein by this reference.
  5. **Notices.** Unless otherwise specified herein, any notice required or permitted under this Warrant shall be in writing and deemed effectively given as follows: (a) upon personal delivery, if delivered in person; (b) two (2) Business Days after being deposited with an express overnight courier for deliveries within the United States, or three (3) Business Days for international deliveries, in each case with proof of delivery requested; or (c) five (5) Business Days after being deposited in the United States mail by certified mail (return receipt requested) for deliveries within the United States. Notices shall be addressed to the receiving party at the address set forth on the signature page hereto or such other address as may be designated by written notice given at least five (5) Business Days in advance in accordance with this Section. References to “written notice” under this Warrant include electronic delivery by email.
  6. **Amendment; Waiver.** This Warrant may be amended, and any of its provisions may be waived (whether generally or in a specific instance, and whether retroactively or prospectively), only with the written consent of (i) the Company and (ii) the Holders of a majority of the aggregate Portion (excluding any Founders and their Affiliates) (the “**Majority Holders**”), provided that any such amendment or waiver is applied uniformly to all Holders.
  7. **Severability.** If any provision of this Warrant is determined to be unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to render it enforceable, or, if modification is not possible, excluded from this Warrant. The remaining provisions shall remain in full force and effect and shall be construed as if the unenforceable provision had never been included.
  8. **Confidentiality**. The Holder agrees that it and its Affiliates will keep strictly confidential and will not disclose, divulge, or use for any purpose any information obtained from the Company that is marked as confidential or that a reasonable person would understand to be confidential. This includes, without limitation, any details regarding a Token, its potential launch, structure, or any potential airdrop of such Token. However, this obligation shall not apply to information that:(a) is or becomes generally known to the public other than through a breach of this Section 8.8 by the Holder or its Affiliates; (b) is independently developed or conceived by the Holder without reference to or use of the Company’s confidential information; or (c) is disclosed to the Holder by a third party without any breach of confidentiality obligations owed to the Company. Notwithstanding the foregoing, the Holder may disclose confidential information to its attorneys, accountants, consultants, and other advisors as reasonably necessary to obtain professional services related to the monitoring or enforcement of its rights or obligations under this Warrant, provided such advisors are bound by confidentiality obligations at least as stringent as those in this Section, or as required by applicable law, regulation, or legal process, provided that the Holder promptly notifies the Company of such requirement (to the extent legally permissible) and takes reasonable steps to minimize the scope of the required disclosure.
  9. **Entire Agreement.** This Warrant, the documents referred to herein and all attachments hereto and thereto, together with all the exhibits and schedules hereto and thereto, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, warrants, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.
  10. **Further Assurances**. At any time or from time to time after the date hereof, the Company shall cooperate with the Holder, and at the request of the Holder, shall execute and deliver any further instruments or documents and to take all such further actions as the Holder may reasonably request in order to carry out the intent of this Warrant.
  11. **No Aggregation**. In the event that any Holder becomes party to or otherwise acquires rights in an instrument substantially similar to this Warrant providing for a right to acquire Tokens (other than Excluded Tokens) based on such Original Holder’s Portion (or a substantially similar definition) (such instrument, the “***Secondary Instrument***”) then such rights shall be considered collectively with the rights set forth herein, such that Holder shall have the right to receive the number of Tokens exercisable under this Warrant for Holder’s Portion and the number of Tokens exercisable based on the Original Holder’s Portion calculated as if the Original Holder continued to hold the Secondary Instrument through the time of calculation of “Portion” under the terms and conditions of such Secondary Instrument. For the avoidance of doubt, if Holder receives a right to acquire a digital currency, coin, token, crypto assets, or other tradeable assets built on blockchain or cryptographic technology or other like instrument different from the type of Tokens provided under this Warrant, the right of such Holder to acquire such different type of digital currency, coin, token, crypto assets, or other tradeable assets built on blockchain or cryptographic technology or other like instrument shall not be subject to this Section 8.11. Further, by way of example only and for the avoidance of doubt, if immediately prior to the acquisition of the Secondary Instrument, (i) the Holder’s Portion equals 10%, and (ii) the Portion (or substantially similar definition) exercisable pursuant to the Secondary Instrument equals 3%, then the aggregate Portion of the Holder upon acquisition of the Secondary Instrument shall equal 13%. “***Original Holder***” means the Person that acquired the Secondary Instrument directly from a Token Issuer.
  12. **No Impairment**. Neither the Company nor any Token Issuer shall take any action with the primary purpose of avoiding the observance or performance of any material terms of this Warrant. However, this Section shall not limit the Company or any Token Issuer from engaging in good faith actions, including amendments to corporate documents, reorganizations, asset transfers, consolidations, mergers, dissolutions, securities issuances, or other transactions undertaken in the ordinary course of business, provided such actions do not materially impair the rights of the Holder under this Warrant. The Company and the Token Issuer agree to use commercially reasonable efforts to fulfill their obligations under this Warrant and take actions reasonably necessary to protect the Holder’s rights, subject to the foregoing.
  13. **Reporting Matters**. The parties intend, and the Company agrees, to treat this Warrant as an option for applicable tax purposes through and including the initial exercise of this Warrant, unless otherwise required by applicable law. However, this treatment shall not apply if, in the Company’s reasonable discretion and after consultation with counsel, changes in applicable tax laws or regulations, or the interpretation thereof, would render such treatment non-compliant or impractical. The Company shall have the authority to take any actions or make any determinations reasonably necessary to ensure compliance with applicable tax laws, including adopting alternative treatments as required.
  14. **Counterparts**. This Warrant may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic means, including email or electronic signature platforms compliant with the U.S. federal ESIGN Act of 2000 (e.g., DocuSign), shall be as effective as delivery of a manually signed original for all purposes.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF,** the parties hereto have executed this Warrant to Purchase Tokens as of the date first written above.

#### THE COMPANY:

By:

Name:

Title:

**IN WITNESS WHEREOF,** the parties hereto have executed this Warrant to Purchase Tokens as of the date first written above.

#### HOLDER:

By:

Name:

Title:

Email Address:

#### EXHIBIT 1

#### EXERCISE NOTICE

**(To be completed and signed only upon each exercise of the Warrant)**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***Company***”)

We refer to that certain Warrant to Purchase Tokens of the Company issued on \_\_\_\_\_\_\_\_ (the “***Warrant***”). All terms used but not defined herein have the meanings given to them in the Warrant.

#### Select one of the following two alternatives:

* + - **Cash Exercise.** On the terms and conditions set forth in the Warrant, the undersigned Holder hereby elects to purchase its Portion of the Tokens (the “***Warrant Tokens***”), pursuant to the terms of the attached Warrant, and tenders herewith payment of the Warrant Exercise Price in full.
    - **Net Exercise Election.** On the terms and conditions set forth in the Warrant, the undersigned Holder elects to convert the Warrant into Tokens by net exercise election pursuant to Section 2.5 of the Warrant.

In exercising the Warrant, the undersigned Holder hereby confirms and acknowledges that the representations and warranties set forth in Schedule 1 as they apply to the undersigned Holder are true and complete in all material respects as of the date on which Holder exercises the Warrant. Please (i) issue and deliver the Warrant Tokens to Holder at the network address set forth below and (ii) deliver to Holder, at the address set forth below, evidence that the Warrant Tokens have been registered in Holder’s name and allocated to Holder using the network address set forth below.

|  |
| --- |
| (Address) |
| (City, State, Zip Code) |
| (Federal Tax Identification Number) |
| (Network Address) |

WHEREFORE, the undersigned Holder has executed and delivered the Warrant and this Exercise Notice as of the date set forth below.

#### HOLDER:

|  |  |
| --- | --- |
| **IF AN INDIVIDUAL:** | **IF AN ENTITY:** |
| By:  *(duly authorized signature)* | *(please print or type complete name of entity)* |
| Name:  *(please print or type full name)* | By:  *(duly authorized signature)* |
|  | Name:  *(please print or type full name)* |
|  | Title:  *(please print or type full title)* |
| Date: | Date: |

**Schedule 1**

Holder hereby represents and warrants to the Company as follows:

* 1. **Authorization.** Holder has full power and authority and, with respect to any individual Holder, the capacity to enter into this Warrant. This Warrant, when executed and delivered by Holder, will constitute valid and legally binding obligations of Holder, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors’ rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
  2. **Purchase Entirely for Own Account**. Holder is acquiring this Warrant for investment for Holder’s own account, not as a nominee or agent (other than as set forth on the signature pages hereto), and not with a view to the resale or distribution of any part thereof, and Holder has no present intention of selling, granting any participation in, or otherwise distributing the same or any part thereof. Holder further represents that Holder does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to this Warrant or any part hereof. Holder has not been formed for the specific purpose of acquiring this Warrant.
  3. **Disclosure of Information**. Holder has had an opportunity to discuss the Company’s business, management, financial affairs and the terms and conditions of the offering of this Warrant with the Company’s management.
  4. **Restricted Securities**. Holder understands that this Warrant has not been, and will not be, registered under the Securities Act of 1933, as amended (the “***Securities Act***”), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Holder’s representations as expressed herein. Holder understands that this Warrant is a “restricted security” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Holder must hold this Warrant indefinitely unless it is registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Holder acknowledges that the Company has no obligation to register or qualify for resale this Warrant. Holder further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for this Warrant, and on requirements relating to the Company which are outside of Holder’s control, and which the Company is under no obligation and may not be able to satisfy.
  5. **Accredited Investor**. Holder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

1. Note to Draft: insert Company name. [↑](#footnote-ref-1)
2. Note to Draft: insert price. [↑](#footnote-ref-2)
3. Note to Draft: valuation that entrepreneur would like to use in relation to the amount invested in the SAFE. [↑](#footnote-ref-3)
4. Note to Draft: insert jurisdiction of Company. [↑](#footnote-ref-4)
5. Note to Draft: insert jurisdiction; for example, Florida. [↑](#footnote-ref-5)