AGREEMENT TO USE OF DEAL MANAGEMENT TECHNOLOGIES

This Agreement to Use of Deal Management Technologies (this "***Agreement***") is being entered into as of the time of completion of the Adoption Procedures by the party(ies) (the "***Parties***" and each a "***Party***") identified as being bound by the agreements packaged together with this Agreement on the MetaLeX Web App (the "***Deal Document(s)***").

The Party(ies) wish to enter into this Agreement via specific Blockchain Systems and to commit related Blockchain Tokens to the control of particular Smart Contracts that will serve as a non-custodial escrow enabling automated entry into this Agreement and the Deal Document(s) and automated performance of all or a portion of the transactions contemplated by the Deal Document(s).

This Agreement, the Deal Document(s) and the Deal Management Technologies were authored and/or deployed in whole or in part by MetaLeX. By entering into or using this Agreement, the Deal Document(s) or any of the Deal Management Technologies, the Party(ies) also acknowledge and agree to the MetaLeX Terms, License and Disclaimers set forth on Exhibit A. Additionally any Party(ies) using the MetaLeX Web App in connection with the foregoing, hereby agree to the MetaLeX Web App Terms of Service.

Certain capitalized terms used in this Agreement are defined in Section 5.

1. Adoption Procedures

The Party(ies) hereby execute and deliver this Agreement and the Deal Document(s) and consummate the transactions contemplated by this Agreement and the Deal Document(s) by following the Adoption Procedures set forth in Section 5.1. Completion of the Adoption Procedures by the Parties shall cause the details of this Agreement and the Deal Document(s) to be recorded on the Designated Blockchain System and will deploy certain Smart Contracts on the Designated Blockchain System to assist with the performance of the Party's(ies)' obligations under this Agreement and the Deal Document(s), including, if applicable to the transactions contemplated by the Deal Document(s), one or more Smart Contracts that will escrow certain Blockchain Tokens to which any Party(ies) may become entitled in connection with the transactions contemplated by the Deal Document(s).

2. Representations/Warranties.

Each Party hereby represents and warrants, to and for the benefit of any other Party(ies) and MetaLeX (as third-party beneficiary of this Section 2) as follows in this Section 2:

2.1 Deal Representations/Warranties. Each Party hereby makes the representations and warranties, if any set forth in the Deal Document(s), as applicable.

2.2 Authorization.

(a) If such Party is an entity, all actions necessary to be taken by such Party's directors, managers, officers, members, stockholders, shareholders, debtholders, other holders of equity and/or debt securities, and other persons with a direct or indirect authority over or economic, beneficial or voting interest in such Party in order to authorize such Party to enter into, and perform such Party's obligations under, this Agreement have been taken and such Party has full power and authority to enter into this Agreement and the Deal Document(s).

(b) If such Party is a natural person, such Party is fully authorized to enter into this Agreement and the Deal Document(s) on such Party's own behalf, has the legal capacity to do so, is of

the legal age of majority in the jurisdiction of their primary residence, and is of sound mind.

2.3 Enforceability. This Agreement and the Deal Document(s), when executed and delivered by such Party and the other Party(ies) hereto, shall constitute a valid and legally binding obligation of such Party, enforceable against such Party in accordance with its terms, except as limited by: (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally or (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.4 Compliance with Other Agreements, Etc. The execution, delivery and performance of this Agreement and the Deal Document(s) and the consummation of the transactions contemplated by this Agreement and the Deal Document(s) by such Party will not result in a breach or violation of or default under, or otherwise be in conflict with, any instrument, judgment, order, writ, decree, contract or agreement to which such Party is a Party or by which such Party or any of the Blockchain Tokens to be delivered by or to such Party pursuant to this Agreement are bound.

2.5 Local Law Compliance. Such Party hereby represents that such Party's execution, delivery and performance of this Agreement and the Deal Document(s) complies in all material respects with all laws applicable to such Party.

2.6 Private Key Ownership. Based on the knowledge of such Party, such Party is the sole and exclusive holder, knower and owner of the private key(s) controlling all blockchain addresses of such Party referred to in or necessary for the performance of this Agreement and of the "seed(s)" used to generate the pairing of such private key(s) with such address(es).

2.7 AML Compliance. Based on the knowledge of such Party, none of the Blockchain Tokens to be utilized by such Party in connection with this Agreement are derived from or related to any unlawful activities, including money laundering, terrorist financing or proliferation financing. Based on the knowledge of such Party, neither such Party nor any person for whom such Party is acting as agent or nominee in connection with the transactions contemplated by this Agreement or by the Deal Document(s) is the subject of (or is subject to) sanctions administered or enforced by any applicable intergovernmental organization or governmental authority, or is organized or residing in a country or territory that is the subject of country-wide or territory-wide sanctions administered or enforced by any applicable intergovernmental organization or governmental authority.

2.8 No Other Representations. In entering into and performing its obligations under this Agreement and the Deal Document(s), such Party is not relying on any statement, representation or warranty, or omission of any statement, representation or warranty (whether express or implied, or arising by operation of any law, principle of equity or statute, or otherwise), other than the representations and warranties set forth in this Agreement and the Deal Document(s). Except to the extent solely based on a breach of any of such representations and warranties made within the applicable statute of limitations, no person will have any liability or other obligation to such Party resulting from any statement, information, representation or warranty, or omission of any statement, information, representation or warranty (whether express or implied, or arising by operation of any law, principle of equity or statute, or otherwise) given to or made to such Party in connection with or relating directly or indirectly to the subject matter of this Agreement or the Deal Document(s).

3. Key Management

Each Party is responsible for maintaining access to and securing against access by third parties any 'wallet' or private keys to be used by such Party in connection with this Agreement and the transactions contemplated thereby, including the use of such private keys to sign this Agreement and to execute transactions on the applicable Deal Management Technologies as may be required under this Agreement. Each Party assumes all risk of loss of access to or theft, misappropriation, unauthorized access or other exploitation of the foregoing by third parties. Each Party hereby acknowledges and accepts that if the foregoing occurs, the transactions contemplated by this Agreement and the Deal Document(s) may nevertheless be executed and such Party may nevertheless receive Blockchain Tokens at the address controlled by such private keys and be unable to transact in such Blockchain Tokens or may have such Blockchain Tokens misappropriated, or may otherwise suffer damages in connection with this Agreement and the transactions contemplated hereby, and each Party hereby assumes all such risks and waives and releases all rights and remedies against the other Party, and MetaLeX, that may otherwise exist in connection with such losses.

4. Miscellaneous

4.1 Governing Law**.** This Agreement shall be governed by and construed under the internal laws of the Governing Jurisdiction, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

4.2 Dispute Resolution. All Disputes shall be resolved in accordance with the Dispute Resolution Method.

4.3 Notices. All notices and other communications required or permitted pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of: (i) personal delivery to the Party to be notified; or (ii) on the third business day after being sent, if sent in accordance with the contact details of such Party for legal notices under the Deal Document(s). Any legal notices to MetaLeX must be sent to legal@metalex.tech.

4.4 Amendment; Waiver. This Agreement may be amended and provisions may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of both of the Parties. No waiver of any provision hereunder shall be deemed a waiver of any subsequent breach or default of the same or any other provision of this Agreement, unless so stated in writing by the waiving Party.

4.5 Severability. Any term or provision of this Agreement that is found invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Party(ies) agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Party(ies) agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

4.6 Entire Agreement. This Agreement, together with the other written agreements expressly referred to herein (including the Deal Document(s)) constitutes the entire agreement and understanding of the Party(ies) with respect to the subject matter hereof, and supersedes any and all prior negotiations, correspondence, representations, warranties, agreements, understandings, duties or obligations between or involving the Party(ies) with respect to the subject matter hereof.

4.7 Further Assurances. At any time or from time to time after entering into this Agreement and the Deal Document(s), the Party(ies) shall cooperate with one another, and, at the other's request, each Party shall execute and deliver any further instruments or documents and take all such further actions as such other Party may reasonably request in order to carry out the intent of this Agreement.

4.8 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any person under this Agreement, upon any breach or default of any Party(ies) under this Agreement, shall impair any such right, power, or remedy of such non-breaching or non-defaulting person, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any person of any breach or default under this Agreement, or any waiver on the part of any person of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, whether under this Agreement or by law or otherwise afforded to any person, shall be cumulative and not alternative.

4.9 Signature; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method, including Blockchain Systems records of private key signatures, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes, including that the Party(ies) shall be entitled to rely on any such electronic signature for the purposes of any electronic signature laws of the Governing Jurisdiction.

4.10 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Party(ies) and express beneficiaries hereof. MetaLeX shall be a third-party beneficiary of the provisions of this Agreement that relate to MetaLeX, including the representations and warranties set forth in Section 2.

4.11 Rules of Construction.

(a) *Gender; Etc.* For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) *Ambiguities.* The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) *No Limitation*. As used in this Agreement, the words "include," "including," "such as" and

variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." The word "or" shall mean the 'non-exclusive' "or" (e.g., if *x* and *y* are propositions, then "*x or y is true*" will be true where x is true but y is false, y is true but x is false, and both x and y are true).

(d) *References*. Except as otherwise indicated, all references in this Agreement to "Sections," "Schedules" and "Exhibits" are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

(e) *Hereof.* The terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(f) *Captions/Headings*. The captions, headings and similar labels contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(g) *person*. The term "person" refers to any natural person or legal person, entity, governmental body or incorporated or unincorporated association, partnership or joint venture.

(h) *Blockchain Finalization*. Wherever this Agreement calls for a certain action to be completed on the Designated Blockchain System, such action must be "Finalized" to have the intended legal effect hereunder. ***"Finalization***" or "***Finalized***" means, with respect to a transaction, operation or state on a Designated Blockchain System, that: (a) such transaction, operation or state (or the results or record thereof, which may include state roots or calldata committed to Ethereum or another "layer-1/L1" Blockchain System by a "layer-2/L2" Blockchain System) has been recorded in a block of the Designated Blockchain System (and, if such Designated Blockchain System is a "layer-2/L2" Blockchain System, has additionally been committed to Ethereum or another applicable "layer-1/L1" Blockchain System); and (b) with respect to blocks on Ethereum, such block has been fully finalized in accordance with the checkpoint finalization algorithm of Ethereum.

(i) *Smart Contract Deposits*. References to depositing assets into or with or inside a Smart Contract or assets being held by a Smart Contract refer to the Parties directly or indirectly effecting transactions on a Blockchain System such that the Smart Contract in question has certain controls over the relevant asset (e.g. that transfers of such assets can then be effected by calling certain functions on such Smart Contract).

(j) *Decimal Precision and Truncation*. All Blockchain Token values in the Smart Contracts referred to herein are represented as uint256 integers with 18-decimal-place precision (10^{18}). Percentages, multipliers and rates are stored with 4-decimal-place precision (10^{4}). Precision of mathematic operations will be normalized to 18 decimals of precisions (10^{18}) and any operations exceeding that will be truncated.

5. Defined Terms

5.1 "***Adoption Procedures***" means that this Agreement has been entered into by or on behalf of the Party(ies) by each of the Party(ies) calling or causing to be called the applicable signature functions (referencing this Agreement and the Deal Document(s)) of the Deal Manager Smart Contract as determined by the MetaLeX Web App and signing such function calls (or data

included in such function calls) with their respective private keys.

5.2 "***Blockchain***" means a distributed data structure consisting of hashlinked sets ('blocks') of transactions that is directly or indirectly produced, maintained and/or secured by the automated consensus of a network of independent nodes operating a byzantine-fault-tolerant protocol.

5.3 "***Blockchain System***" means the combination of:

(a) a Blockchain; and

(b) a network of one or more devices operating software clients or software applications that jointly or individually store, validate, process transactions with respect to, update, resolve forks with respect to or otherwise maintain, validate, read *from*, store data with respect to, create public proofs with respect to, or write to such Blockchain.

5.4 "***Blockchain Tokens***" means any virtual currency, token, or other unit of account or medium of exchange that is implemented exclusively or primarily on a Blockchain System, regardless of whether transferable, non-transferable, fungible or non-fungible.

5.5 "***Deal Manager Smart Contract***" means the Smart Contract constituting part of the MetaLeX Protocol that is utilized to execute, deliver and partially or fully perform this Agreement and the Deal Document(s).

5.6 "***Deal Management Technologies***" means the MetaLeX Web App and the Blockchain Systems, Blockchain Tokens, and Smart Contracts referred to in this Agreement, the Deal Document(s) or used for the execution, delivery and performance of this Agreement, the Deal Document(s) and the transactions contemplated hereby or thereby.

5.7 "***Designated Blockchain System***" means the Blockchain System selected by the Party(ies) for executing and performing this Agreement and the Deal Document(s) and the transactions contemplated thereby. Such Blockchain System shall include the relevant Deal Manager Smart Contract selected by the Party(ies) for this Agreement and the Deal Document(s), and may be Ethereum or an Ethereum "layer-2"/"L2" such as Arbitrum, Base, Optimism, or ZKsync.

5.8 "***Designated Smart Contracts"*** means the Deal Manager Smart Contract and any other Smart Contracts constituting an instance of all or any portion of the MetaLeX Protocol that are used in connection with the execution, delivery, or performance of this Agreement, the Deal Document(s) or the transactions contemplated by this Agreement or the Deal Document(s).

5.9 "***Dispute***" means any dispute, suit, action or other proceeding arising out of or based upon this Agreement, the Deal Document(s) or the matters contemplated by this Agreement or the Deal Document(s).

5.10 "***Dispute Resolution Method***" means the method of dispute resolution specified in the Deal Document(s).

5.11 "***Ethereum***" means, at any time, the canonical Blockchain System of the Ethereum Mainnet 'mainnet', as recognized by at least a majority of the validators running correct versions of the go-Ethereum client ('geth') then being operated in good faith in the ordinary course of the network.

5.12 "***Governing Jurisdiction***" means the jurisdiction whose law is defined as governing the terms of the Deal Document(s).

5.13 "***MetaLeX***" means MetaLeX Labs, Inc., a Delaware corporation.

5.14 "***MetaLeX Protocol***" means the Smart Contract and Blockchain Systems source code at https://github.com/MetaLex-Tech and its repositories.

5.15 "***MetaLeX Web App***" means https://www.metalex.tech/, https://www.app.metalex.tech/ and all subpages.

5.16 "***MetaLeX Web App Terms of Service***" means the most current version of the terms of service of the MetaLeX Web App, typically published at https://github.com/MetaLex-Tech/publicDocs/tree/main/MetaLeX%20Legal%20Docs as well as on the MetaLeX Web App.

5.17 "***Smart Contract***" means any executable bytecode (commonly known as 'smart contracts') deployed to a Blockchain System for operation by node operators running validators, sequencers or similar network operators on such Blockchain System.

EXHIBIT A

METALEX TERMS, LICENSE, DISCLAIMERS

This legal template and all associated applications, Smart Contracts (including the Designated Smart Contracts), and software code (including the MetaLeX Protocol) and all the other Deal Management Technologies (collectively, the "***MetaLeX Intellectual Property***") are, unless otherwise indicated, the sole intellectual property of MetaLeX and are delivered on an as-is, where-is basis, without representation, warranty, guarantee, assurances or advice of any kind, except as otherwise set forth herein. Except as otherwise provided herein, in the MetaLeX Web App Terms of Service, or at https://github.com/MetaLex-Tech/, no licenses are granted with respect to any MetaLeX Intellectual Property. Subject to your compliance with the foregoing and all other applicable terms and policies, MetaLeX hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to use, access, and integrate with this Agreement, the Deal Document(s), and the Designated Smart Contracts, solely through the MetaLeX Web App and only in compliance with all applicable terms and policies. Except as expressly licensed herein, in the MetaLeX Web App Terms of Service, or at https://github.com/MetaLex-Tech/, you must not use, access, integrate with, modify, translate, create derivative works of, reverse engineer, or otherwise exploit any MetaLeX Intellectual Property. MetaLeX reserves all rights, title, and interest (including the right to enforce any such rights) not expressly granted herein, in the MetaLeX Web App Terms of Service, or at https://github.com/MetaLex-Tech/.

MetaLeX makes no representations, warranties, guarantees, or assurances regarding the quality or sufficiency of the MetaLeX Intellectual Property, the Deal Management Technologies, or the MetaLeX Web App or any other application or software, or their compliance with any law in any jurisdiction. The Parties are solely responsible for determining the quality, fitness for purpose, and lawfulness of the foregoing for any particular purpose in any jurisdiction.

This Agreement and the Deal Management Technologies are provided as templates only and do not constitute financial, investment, or other professional advice. MetaLeX does not endorse or recommend any specific investment strategy or the exchange of any particular Blockchain Tokens. The Parties are advised to consult with financial advisors, investment professionals, or other experts to assess the financial implications and risks of engaging in token exchanges or any related activities. MetaLeX disclaims any liability for financial decisions made based on the use or interpretation of this Agreement or any of the Deal Management Technologies.

MetaLeX does not assume responsibility for the contents of, or the consequence of using the MetaLeX Intellectual Property or any Blockchain System or Smart Contracts. MetaLeX does not owe you any attorney-client confidentiality, privilege, fiduciary, or other duties. Before using any of these forms, you should consider consulting with a lawyer licensed in the relevant jurisdiction(s).

The MetaLeX Web App provides a non-exclusive graphical user interface to assist the Parties with configuring, deploying and using the relevant Smart Contracts and entering into and performing their respective obligations under this Agreement (*see* 'Adoption Procedures' above). Certain details (such as selection of the relevant Deal Document(s) associated with this Agreement) are pre-configured on the MetaLeX Web App for convenience of the Parties and represent MetaLeX's opinions of many users' likely preferences, notwithstanding that other configurations of the Smart Contracts are possible. **Please review all fields in the MetaLeX Web App carefully to ensure you wish to agree to them, including the pre-filled fields.** The terms and conditions of the MetaLeX Web App are provided separately on the MetaLeX Web App itself and apply in addition to these Terms, License and Disclaimers.

Each Party acknowledges and agrees:

(a) it had sufficient opportunity to review the source code of each Designated Smart Contract and any applicable parameters, dependencies, oracles, interfaces, and other software and materials relevant thereto (the "***Source Code***");

(b) it is sufficiently sophisticated in understanding the Source Code and the relevant technology generally or has consulted with a third party with such sufficient technical sophistication; and

(c) it understands the functionality, limitations, and risks of the Source Code for its intended uses and compliance with this Agreement, and that it is entering into this Agreement with full knowledge and acknowledgment thereof.