

Limited Liability Company Agreement

Cryzen, LLC, a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of Cryzen, LLC (the “**Company**”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Company has been formed as a limited liability company under Chapter 18 of Title 6, et seq., of the Delaware Code (the “Delaware Limited Liability Company Act”), by the filing of the certificate of formation with the office of the Secretary of State of Delaware. The Company may carry on any lawful business, purpose or activity permitted under the Delaware Limited Liability Company Act.

B. The location of the principal place of business of the Company will be determined by the Members. In addition, the Company may maintain such other offices as the Members may deem advisable at any other place or places within or without the United States.

C. The registered agent for the Company is set forth in the Company’s certificate of formation, provided that the Members may from time to time designate another registered agent by appropriate filings with the Secretary of State.

D. The term of the Company commenced on the date of filing of the certificate of formation and will be perpetual, unless an earlier term is specified in Section 8.1 or the Company is dissolved and terminated in accordance with the provisions of this Agreement.

E. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Delaware Limited Liability Company Act.

“**Advisor**” means Gareth Fenney, Greg Harris and any other Advisor subscribing for Units pursuant to the Anticipated Unit Issuances.

“**Anticipated Unit Issuances**” means the issuance of an additional 3,000 Units to certain Advisors subscribing for units pursuant to the terms of advisory agreements to be entered into between the Company and such Advisors.

“**Agreement**” means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

“**Capital Account**” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“**Capital Contribution**” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“**Change of Control**” means (i) a transaction or series of related transactions in which any “person” or “group” (within the meaning of Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of more than 50% of the voting securities of the Company, (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“**Exhibit**” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“**Initial Public Offering**” means the closing of the Company’s first firm commitment underwritten initial public offering of voting securities of the Company pursuant to a registration statement filed under the Securities Act.

“**Management Member**” means each of Shuvro Biswas, Kirill Kanshin and Robin Raymond.

“**Member**” means each Person who acquires a Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“**Membership Interest**” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Delaware Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“**Ownership Interest**” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“**Percentage Interest**” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“**Person**” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“**Significant Event**” means a Change of Control or an Initial Public Offering.

“**Units**” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS,
CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and number of Units held must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member’s name on Exhibit A to become a Member of the Company. Paddy Lawton has also agreed to make the Agreed Capital Contributions pursuant to the terms of a subscription agreement entered into between Paddy Lawton and the Company dated as of 1 May 2018.

2.2 Subsequent Capital Contributions. Other than the Anticipated Unit Issuances and any funding pursuant to Section 2.9, Members are not obligated to make additional Capital Contributions unless agreed by Members holding at least 75% of all Membership Interests. Other than the Agreed Capital Contributions and the Anticipated Capital Contributions, if subsequent Capital Contributions are agreed by Members holding at least 75% of all Membership Interests in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member’s respective Percentage Interest. Any Member that chooses not to make their pro rata contribution in such an Capital Contribution will be diluted accordingly.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement (including the Anticipated Unit Issuances), additional Persons may become Members of the Company and be issued additional Units only if approved by and on terms determined by by Members holding at least 75% of all Membership Interests in writing.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Units of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Delaware Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

2.7 Vesting. The Units allocated to each Team Member shall vest according to the vesting schedule set forth on Exhibit B. Upon the resignation from service of a Management Member, unless such resignation is caused by a Significant Event, all Units allocated to such Member which are unvested shall be forfeited, effective immediately upon such resignation.

2.8 Acceleration of Vesting. Notwithstanding anything to the contrary in Section 2.7, on the occurrence of a Significant Event, all Units allocated to each Management Member and not previously forfeited shall vest effective as of the date on which such event is consummated.

2.9 Additional Funding. In the event that the Company requires additional funding prior to the launch of its initial token offering or any private sale of such tokens or promises of such tokens, Shuvro Biswas shall provide, or shall procure that a third party provides, the first USD 180,000 of such funding without any dilution for the other Members.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by Members holding at least 75% of all Membership Interests any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Delaware Limited Liability Company Act.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

3.4 **Token Allocations.** The Members acknowledge that the Company intends to issue certain blockchain based assets, being either coins or tokens, for use and/or investment in the trading platform to be created by the Company. Following the issuance of such tokens, the Company shall be allocated, on behalf of its Members, a certain amount of such tokens. Each Member shall be entitled to their pro rata proportion of such tokens which shall be distributed by the Company to the Members.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Delaware Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Delaware Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of the Members by Units, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized by a majority of the members by Units to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require approval by Members holding at least 75% of all Membership Interests in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

Any change in any Member's Units, Ownership Interest, Percentage Interest, or Membership Interest shall require the unanimous approval of all Members.

4.2 **Officers.** A majority of the Members by Units are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that a majority of the Members by Units determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by a majority of the Members by Units, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of a majority of the Members by Units, and may be terminated, at any time and for any reason, by a majority of the Members by Units.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Units of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Membership Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon consent by Members holding at least 75% of all Membership Interests, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Delaware Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Delaware Limited Liability Company Act, the vote of the Members holding at least a majority of the Membership Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Delaware Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Delaware Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Membership Interest required to approve the action. If any action is taken without a meeting and without written consent by Members holding at least 75% of all Membership Interests, notice of such action must be sent to each Member that did not consent to the action. A consent transmitted by electronic transmission will be deemed to be written and signed for purposes of this Article 6.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF UNITS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Units pursuant to Section 7.2 below, or (b) if Members holding at least 75% of all Membership Interests agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. Other than a redemption pursuant to Section 7.3, a Member may only transfer Units to any other Person with the consent of by Members holding at least 75% of all Membership Interests. A person may acquire Units directly from the Company upon the written consent by Members holding at least 75% of all Membership Interests. A Person that acquires Units in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Redemption.

(i) At any time prior to the 1 May 2019, the Company may redeem certain Units held by Paddy Lawton at the price set out below, on the approval of Members holding a majority of the Units:

(A) Up to 4,125 Units at a price per Unit of USD 70 (being 3.5 times the price per Unit paid by Paddy Lawton's at the time of his original Capital Contribution); and

(B) A further 2,125 Units at a price per Unit of USD 114.12 (being a total multiple of 4.25 times the price per Unit paid by Paddy Lawton at the time of his original Capital Contribution).

(ii) If any Management Member (i) resigns from service, unless such resignation is caused by a Significant Event; or (ii) breaches any non-compete agreement entered into between the Company and such Management Member, the Company may, with the consent of Members holding at least 75% of all Membership Interests, redeem all Units allocated to such Member which have vested at a price per unit equal to the greater of:

(A) The price per Unit paid in the latest subscription of Units by any Member; and

(B) The implied price per Unit based on the number of tokens allocated to the holder of such Units and the latest price per token in any pre-sale, ICO or on any exchange on which the tokens are listed, and in such case the Member shall also lose any claim to such tokens to the extent that they have been allocated to such Units but not yet distributed.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least 75% of the Membership Interests of the Company to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Delaware Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets (which shall require the approval by Members holding at least 75% of all Membership Interests);
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity (which shall require the approval by Members holding at least 75% of all Membership Interests).

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a “**Company Agent**”), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, “**Damages**”) to the maximum extent now or hereafter permitted under Delaware law. “Proceeding,” as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. “**Expenses**,” as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Delaware law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Membership Interests (excluding the Membership Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, by certified mail (or equivalent service offered by the postal service from time to time) or by email to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office or to the CEO's email address; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record or their Cryzen email address. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or by email or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Certificate of Formation (together, the "**Organizational Documents**"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Delaware Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Delaware Limited Liability Company Act.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Delaware. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Limited Liability Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: as of 14 June 2018

DocuSigned by:
Shuvro Biswas
75D439FD100A4C9...
Signature of Shuvro Biswas

DocuSigned by:
K. Kanshin
7E8BF9498F104FE...
Signature of Kirill Kanshin

DocuSigned by:
Robin Raymond
2946C71A9AFE45F...
Signature of Robin Raymond

DocuSigned by:
P. Lawton
745C871B69BB404...
Signature of Paddy Lawton

DocuSigned by:
Gareth Fenney
0148F215FAF848D...
Signature of Gareth Fenney

DocuSigned by:
Greg Harris
BCAD7297C743450...
Signature of Greg Harris

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and number of Units owned are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Units Owned
Shuvro Biswas Address: <u>518 E 80th St Apt 7J, New York, NY 10075</u>	Services performed pursuant to the independent contractor agreement entered into between the Company and Shuvro Biswas dated as of <u>February 9</u> 2018	62,500
Kirill Kanshin Address: <u>564 1st Ave, apt 14B, New York, NY 10016</u>	Services performed pursuant to the independent contractor agreement entered into between the Company and Kirill Kanshin dated as of <u>February 9</u> 2018	5,000
Robin Raymond Address: <u>Martinstr. 3, 12167 Berlin, GERMANY</u>	Services performed pursuant to the independent contractor agreement entered into between the Company and Robin Raymond dated as of <u>February 9</u> 2018	15,000
Paddy Lawton Address: <u>1 levyisdene Guildford Surrey GU12RS UK</u>	US\$250,000	12,500

Gareth Fenney Address: Zaafaran 2, Dubai, UAE	Services performed pursuant to the advisor agreement entered into between the Company and Gareth Fenney dated as of 1 May 2018	1,000
Greg Harris Address: 99 Lafayette Ave. Apt. 1G Brooklyn, NY 11217	Services performed pursuant to the advisor agreement entered into between the Company and Greg Harris dated as of 14 June 2018	1,000

EXHIBIT B
Vesting Schedule

Management Members

Months from date admitted as member	Percentage of Units Vested
0	75.00
1	76.38
2	77.77
3	79.16
4	80.55
5	81.94
6	83.33
7	84.72
8	86.11
9	87.5
10	88.88
11	90.27
12	91.66
13	93.05
14	94.44
15	95.83
16	97.22
17	98.61
18	100.00