Dolomite DAO LLC

TOKEN DISTRIBUTION AGREEMENT

.

. .

Dolomite DAO LLC TOKEN DISTRIBUTION AGREEMENT ("TDA" OR "Agreement")

THIS TOKEN DISTRIBUTION AGREEMENT IS CONFIDENTIAL. IT IS ADDRESSED SOLELY TO AND IS FOR THE EXCLUSIVE USE OF THE PERSON TO WHOM IT IS GIVEN. TOKENS ARE NOT INTENDED TO CONSTITUTE SECURITIES, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR BUSINESS TRUST. ACCORDINGLY, THIS TOKEN DISTRIBUTION AGREEMENT THEREFORE, DOES NOT, AND IS NOT INTENDED TO, CONSTITUTE A PROSPECTUS, PROFILE STATEMENT, OR OFFER DOCUMENT OF ANY SORT, AND SHOULD NOT BE CONSTRUED AS AN OFFER OF SECURITIES OF ANY FORM, UNITS IN A BUSINESS TRUST, UNITS IN A COLLECTIVE INVESTMENT SCHEME OR ANY OTHER FORM OF INVESTMENT, OR A SOLICITATION FOR ANY FORM OF INVESTMENT IN ANY JURISDICTION.

THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC") DOES NOT PASS UPON THE MERITS OF ANY TOKENS HEREBY OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING DOCUMENT OR ASSOCIATED LITERATURE. THE SEC HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE TOKENS ARE SECURITIES EXEMPT FROM REGISTRATION.

PLEASE READ THIS AGREEMENT CAREFULLY. BY AGREEING TO RECEIVE OR EXECUTE AN OPTION TO RECEIVE DOLO TOKENS FROM THE COMPANY, THE RECIPIENT WILL BE BOUND BY THIS AGREEMENT AND ALL TERMS INCORPORATED BY REFERENCE HERETO. NOTE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE WHICH AFFECTS THE RECIPIENT'S LEGAL RIGHTS. IF THE RECIPIENT DOES NOT AGREE TO ANY CLAUSE IN THIS AGREEMENT OR THESE TERMS, DO NOT AGREE TO RECEIVE THESE TOKENS. THE RECEIPT OF OR EXECUTION OF OPTIONS TO PURCHASE DIGITAL TOKENS IS SUBJECT TO A NUMBER OF RISKS, SOME OF WHICH THE COMPANY HAS SET OUT IN THIS AGREEMENT. IF THE RECIPIENT IS IN ANY DOUBT AS TO THE SUITABILITY OF THE DIGITAL TOKENS REFERRED TO IN THIS AGREEMENT, THE RECIPIENT SHOULD SEEK APPROPRIATE PROFESSIONAL ADVICE.

This TOKEN DISTRIBUTION AGREEMENT is entered into as of the date stated above.

BETWEEN

The individual accessing or using the web page to claim the token distribution, and who is the owner of the associated wallet or is duly authorized to act on behalf of the wallet owner (the RECIPIENT); and

Dolomite DAO LLC, a company incorporated in the Republic of the Marshall Islands (the Company),

(collectively, the Parties, and each a Party).

WHEREAS

The Company intends to distribute DOLO tokens (DOLO token) via (a) an airdrop, or (b) an airdrop of a call option which the recipient can then exercise, for consideration, to obtain a token, as more particularly described in the Company's organizational documents available at the Company's Website.

The undersigned Recipient is interested in supporting the development of the Dolomite DAO (as defined herein) and wishes to receive or exercise its option to purchase from Company the amount of DOLO tokens as set forth in this Agreement for their utility functions as described herein.

This Token Distribution Agreement (this Agreement) sets out the terms and conditions upon which the Company will distribute DOLO tokens to the Recipient.

This Agreement constitutes a binding legal agreement between the Recipient and the Company; it contains

the terms that govern the Recipient's receipt of DOLO tokens as well as any smart contracts (if any) related to the distribution of DOLO tokens.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained in this Agreement and compliance with the terms and conditions hereof, and for (in the case of an exercised call option) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

0. Definitions. Capitalized terms used in this Agreement shall have the following meanings:

Airdrop means the sending of DOLO Tokens to Recipient's Wallet Address.

Company has the meaning given to it above.

Digital Asset means any digital representation of value recorded on a cryptographically secured, distributed ledger (blockchain) or similar technology.

Dissolution Event means (i) a voluntary termination of operations of the Company, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a liquidity event), whether voluntary or involuntary.

Distribution Event means the distribution of the DOLO Token to the Recipient through either (1) an airdrop or (2) the Recipient executing a call option for DOLO Tokens.

Exercise of Option to Purchase means Recipient exercises its airdrop option to purchase for a certain amount of DOLO Tokens for an agreed upon value in USD.

Purchase Amount means the agreed upon consideration for recipient of the call option to exercise said call option for prescribed amount of DOLO tokens.

Restricted Resident means either (i) a citizen or entity of; (ii) formed in; (iii) resides in; (iv) is located in; (v) has a place of business in; or (vi) is conducting business in a Restricted Territory.

Restricted Territory means any of Cuba, Iran, North Korea, Venezuela, Myanmar, Afghanistan, The Crimea and other Russian-occupied portions of Ukraine, and any region or jurisdiction listed on the United Nations Security Council Consolidated List, The European Commission's sanctions map, or any other country or region that is the subject of comprehensive country-wide or region-wide economic sanctions by the United States as set forth from time to time by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC").

Tokens means cryptographically secured digital tokens generated by software code in the form of an ERC-20 compliant token smart contract (the **Token Smart Contract**) which has been executed by the Company and shall be known as DOLOMITE DAO tokens or DOLO.

USD means the lawful currency for the time being of The United States of America.

Wallet means the device or program that stores the private keys that give you access to your cryptocurrencies which allow you to send, receive, and control cryptocurrencies such as DOLO Tokens.

1. <u>Distribution.</u> The Company shall distribute to Recipient a certain quantity, as is separately-specified or recorded, of DOLO tokens (the "Tokens") or call options for DOLO tokens and in return, the Recipient agrees, as an absolute precondition to receiving the Tokens, to (i) the terms and conditions of the Dolomite DAO LLC Operating Agreement, and (ii) the terms and conditions of this Agreement, *including, for the avoidance of doubt*, to release and hold harmless Dolomite DAO LLC, Dolomite Ltd., Leavitt Innovations, Inc., Dolomite Foundation (Cayman Islands) and any other entity associated with the Dolomite Protocol (together, the "Companies") in accordance with Section 7 hereunder.

2. <u>Currency Treatment</u>. Any applicable Purchase Amount shall be paid in USDT.e, or USDC.e on the Ethereum Chain, or in another currency acceptable to the Company. The value of any

applicable Purchase Amount (or the applicable portion thereof) shall be deemed to be the U.S. dollar equivalent of such currency or property as of the date and time this Agreement is executed by the Company as published on such exchange or exchanges as shall be determined in the sole discretion of the Company.

3. <u>Company Representations</u>.

(a) The Company is duly organized, validly existing and in good standing under the laws of the Republic of the Marshall Islands, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current operating agreement and certificate of formation, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) To the knowledge of the Company, the performance and consummation of the transactions contemplated by this Agreement do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company in the Republic of the Marshall Islands (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Agreement, other than (i) the Company's corporate approvals and (ii) any qualifications or filings under applicable securities laws.

(e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without an infringement of the rights of, others. ALOT is not a proprietary trade name of the Company.

THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RECIPIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

4. <u>Recipient Representations</u>.

(a) The Recipient has full legal capacity, power and authority to execute and deliver this

AGREEMENT and to perform its obligations hereunder. This AGREEMENT constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Recipient is eligible to execute the option to receive DOLO Tokens under this AGREEMENT and receive DOLO Tokens under the applicable law of the Recipient's jurisdiction. The Recipient is receiving DOLO Tokens under this AGREEMENT for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Recipient has no intention of selling, granting any participation in, or otherwise distributing the same.

(c) The Recipient represents that the execution, delivery and performance of this AGREEMENT will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of the Recipient's certificate of formation, (ii) any provision of any judgment, decree or order to which the Recipient is a party, by which it is bound, or to which any of its material assets are subject, (iii) any material contract, obligation or commitment to which the Recipient is a party or by which it is bound, or (iv) any applicable Laws; or (b) the creation of any material lien, charge or encumbrance upon any material assets of the Recipient.

(d) The Recipient represents that it has adequate information on which to base its decision to receive or execute its option to receive Tokens through this AGREEMENT.

(e) The Recipient's entry into this AGREEMENT complies with applicable laws and regulations in the Recipient's jurisdiction.

(f) The Recipient understands that the Recipient bears sole responsibility for any taxes imposed by law on the Recipient (the **Taxes**) as a result of the matters and transactions related to this AGREEMENT, and any future acquisition, ownership, use, sale or other disposition of Tokens held by the Recipient. To the extent permitted by law, the Recipient agrees to indemnify, defend and hold the Company or any of its affiliates, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any Taxes.

(g) The Recipient is not a Restricted Resident or purchasing the Tokens from a location in any Restricted Territory. If the Recipient's country of residence or other circumstances change such that the above representations are no longer accurate, the Recipient will immediately notify the Company.

(h) The Recipient will provide to the Company any information that the Company from time to time determines to be necessary or appropriate (a) to comply with Money Laundering Laws, antiterrorism laws, rules and regulations and or any other laws and regulations of any applicable jurisdiction and (b) to respond to requests for information concerning the Recipient's identity or source of funds from any Governmental Authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update that information. The Recipient authorizes and directs the Company and any cryptocurrency exchange where the Tokens are held to cooperate and share any information that the Recipient has provided about the Recipient's identity or otherwise. The Recipient understands and acknowledges that the Company may be required to report any action or failure to comply with information requests and to disclose the identity to Governmental Authorities, self-regulatory organizations and financial institutions, in certain circumstances without notifying the Recipient that the information has been so provided. The Recipient further understands and agrees that any failure on the Recipient's part to comply with this Section 5(j) would allow the Company to terminate the sale of Tokens to the Recipient and require the forfeiture of any Tokens previously delivered to the Recipient.

The Recipient represents that neither the Recipient, nor, if applicable, any of the Recipient's (i) affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or the Consolidated List of Sanctions as by the Council of the European Union, or the UK Sanctions list as designated by Office of Financial Sanctions Implementation ("OFSI"), or any similar list maintained by the United Nations, nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States, United Kingdom, or the European Union; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority: or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Recipient further represents and warrants that, if applicable, the Recipient: (a) has conducted thorough due diligence with respect to all of the Recipient's beneficial owners: (b) have established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds and any due diligence.

(j) The Recipient represents that no payment or other transfer of value to the Company shall cause the Company to be in violation of applicable U.S. federal or state, United Kingdom, European Union or other non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC (**OFAC Regulations**), OFSI Regulations, or EU regulations.

(k) The Recipient represents that no payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State, EU, UK, or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations, OFSI regulations, EU regulations, or that would be blocked under OFAC Regulations, OFSI, or EU regulations if it were in the custody of a U.S. national, EU national, or UK national, (iii) Persons to whom U.S., EU national, or UK national nationals cannot lawfully export services, or with whom U.S. national, EU national, or UK national cannot lawfully engage in transactions under OFAC, OFSI, or EU Regulations, (iv) the government of any country that has been designated as a non- cooperative country or designated by the U.S. Secretary of the Treasury, EU regulatory body, or UK regulatory body, or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. The Recipient acknowledges that Money Laundering Laws may require the Company to collect documentation verifying the identity and the source of funds used to acquire the Interests before, and from time to time after, the Effective Date.

(I) The Recipient represents that all payments or other transfer of value to the Company by the Recipient will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Code as in effect at the time of the payment or other transfer of value. In the event that the Recipient is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "Non-U.S. Bank") in connection with the acquisition of the Interests, the Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (ii) employs one or more individuals on a full-time basis, (iii) maintains operating records related to its banking activities and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(m) The Recipient will not use the Tokens in connection with any activity that violates applicable laws in any relevant jurisdiction.

(n) The Recipient represents and warrants to the Company that: (i) it is entering into this AGREEMENT for functional usage and not investment purposes and intends to take delivery of the Tokens; (ii) it will not and cannot freely assign, pledge or encumber this AGREEMENT or the Right under this AGREEMENT; (iii) it does not intend to and will not transfer this AGREEMENT or any of the rights thereunder including, without limitation, the Right or the Tokens; and (iv) its rights in or to this AGREEMENT, including the Right, will not and cannot be offered up or traded on any exchange.

(o) The Recipient understands and agrees that, even if the Company is not obligated to comply with any Marshall Islands, Cayman Islands, British Virgin Islands, European Union, U.S., or other applicable anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Recipient agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

(p) The Recipient has been advised that this AGREEMENT has not been registered under any country's securities laws and cannot be assigned or resold. The Recipient understands that the Company has no obligation or intention to register any of the Tokens or this AGREEMENT, or to take action so as to permit sales pursuant to the Securities Act. The Recipient will at all times maintain control of the Recipient's wallet where any Tokens are stored, and the Recipient will not share or disclose the account credentials associated with such wallet with any other party. If the Recipient transfers Tokens into another wallet or vault, the Recipient will likewise at all times maintain control of such other wallet or vault, and will not share or disclose the account credentials associated with such account credentials associated with such wallet with any other party.

THE RECIPIENT IS AWARE OF THE RISKS ASSOCIATED WITH RECEIVING, PURCHASING, OWNING, AND USING TOKENS INCLUDING THE INHERENT RISK OF THE POTENTIAL TO LOSE ANY AND ALL AMOUNTS PAID FOR TOKENS. THE RECIPIENT ACKNOWLEDGES THE RISKS DESCRIBED IN **EXHIBIT A** HEREOF AND UNDER THE HEADING "**RISK FACTORS**" IN THE WHITEPAPER. BY RECEIVING OR EXECUTING THE OPTION TO PURCHASE TOKENS, THE RECIPIENT EXPRESSLY ACKNOWLEDGES AND ASSUMES THESE RISKS. THE RECIPIENT ACKNOWLEDGES THAT HE/SHE/IT WILL ALSO HAVE AN OPPORTUNITY TO REVIEW POTENTIAL RISKS INVOLVED IN RECEIVING OR EXECUTING THE OPTION TO TOKENS AS CONTAINED IN THE RISK DISCLOSURES SCHEDULE OF THE FINAL TOKEN SALE TERMS WHICH EACH RECIPIENT MUST ENTER INTO IN ORDER TO EXECUTE THE OPTION TO PURCHASE AND/OR RECEIVE THE TOKENS. WE STRONGLY RECOMMEND THAT EACH RECIPIENT REVIEW THOSE RISK DISCLOSURES IN DETAIL BEFORE PURCHASING TOKENS.

SUBJECT TO APPLICABLE LAW, THE RECIPIENT UNDERSTANDS THAT THE RECIPIENT HAS NO RIGHT AGAINST THE COMPANY OR ANY OTHER PERSON OR ENTITY EXCEPT IN THE EVENT OF THE COMPANY'S BREACH OF THIS AGREEMENT, INTENTIONAL FRAUD OR AS OTHERWISE EXPLICITLY SET OUT HEREIN. THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF PURCHASE AMOUNT PURSUANT TO THIS AGREEMENT. NEITHER THE COMPANY NOR ITS ADVISORS NOR REPRESENTATIVES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

5. <u>Disclaimers</u>.

(a) The Recipient assumes full responsibility and liability for any losses resulting from any intentional or unintentional misuse of the Recipient's Wallet including, without limitation, the loss of the Recipient's private keys associated with the wallet, any loss resulting from designating a non-Token compliant wallet for the receipt of the Tokens, depositing one type of digital asset to a wallet intended for another type of digital wallet, failing to properly maintain the wallet, or any third party gaining access to the wallet and misappropriating the Tokens. The Company assumes no responsibility or liability in connection with any such misuse by the Recipient or any third party or any loss of the Recipient's private keys associated with the wallet.

(b) Except as expressly provided by this agreement and applicable Laws, the Company shall not be responsible or liable for any losses resulting directly or indirectly from: (i) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond the Company's control, including without limitation extreme market volatility or trading volume; or (ii) any action taken by Company to comply with applicable Laws or this Agreement.

(c) COMPANY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE PURCHASE PRICE AND IN NO EVENT SHALL THE COMPANY, ITS MEMBERS OR AFFILIATES, CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE TO RECIPIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND FOR LOST PROFITS OR REVENUES, TRADING LOSSES, INACCURATE DISTRIBUTIONS, LOSS OF BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

(d) THE COMPANY SHALL NOT BE LIABLE TO THE RECIPIENT, AND THE RECIPIENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS AGENTS AND ADVISORS, AND THE SUCCESSORS AND ASSIGNS OF THE FOREGOING, FROM AND AGAINST, ALL OR ANY PART OF ANY THIRD PARTY CAUSES OF ACTION, CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY **CLAIMS**) FOR DAMAGES TO OR LOSS OF PROPERTY ARISING OUT OF OR RESULTING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE BAD FAITH OR INTENTIONAL MISCONDUCT OF THE COMPANY.

6. Disclaimer and Release

(a) In connection with the token distribution associated with Dolomite DAO LLC ("Company"), each recipient of DOLO tokens, ("Recipient"), acknowledges, agrees and hereby absolutely and unconditionally releases and forever discharges Dolomite DAO LLC, Dolomite Ltd., Leavitt Innovations, Inc., Dolomite Foundation (Cayman Islands) (together, the "Companies"), and their respective parent entities, subsidiary entities, affiliated entities, successors and assigns thereof, together with all of the present and former directors, officers, agents, attorneys, and employees of any of the foregoing, from any and all past, present (including any existing claims) or future claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or under contract or tort or under any applicable laws or regulations, for or by reason of any act, omission or matter as it relates to this air drop receipt or exercise of an option to receive DOLO Tokens (the *Subject Matter*), whether such claims, demands and causes of action are matured or unmatured or known or unknown (the *Claims*). It is the intention of each Recipient by receiving DOLO Tokens, that this release shall be effective as a bar to each and every Recipient claim, demand and

cause of action specified in relation to the Claims, and in furtherance of this intention each Recipient waives and relinquishes all rights and benefits in connection with the Subject Matter. Each Recipient acknowledges and agrees that they may hereafter discover facts different from or in addition to those now known or believed to be true with respect to the Claims, and agree that this release and waiver shall be and remain effective in all respects notwithstanding any such differences or additional facts.

(b) If Recipient is a California, USA resident, Recipient further agrees to the following clause: TO THE EXTENT APPLICABLE, RELEASOR HEREBY WAIVES THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(c) If Recipient does not agree with any of the foregoing, Recipient is not authorized to and may not accept the DOLO Token, and may not use the DOLO Token if accepted, whether directly or indirectly, and any act in contravention hereof will be deemed unlawful circumvention and/or computer fraud or abuse (or any like cause of action) to the fullest extent of the law in any relevant jurisdiction.

7. <u>Miscellaneous</u>.

(a) This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(b) Any notice required or permitted by this Agreement will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, as the same may be subsequently modified by written notice.

(c) Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, that the Company may assign this AGREEMENT in whole, without the consent of the Recipient, in connection with a reincorporation to change the Company's domicile.

(d) The Recipient is not entitled, as a holder of this Agreement or the Tokens, to receive dividends or be deemed an equity holder of the Company for any purpose, nor will anything contained herein be construed to confer on the Recipient, as such, any of the rights of an equity holder or to give or withhold consent to any corporate action except for governance rights as provided by the Operating Agreement.

(e) In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) The Recipient shall, and shall cause its affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by Company to carry out the provisions of this AGREEMENT and give effect

to the transactions contemplated by this AGREEMENT, including, without limitation, to enable the Company or the transactions contemplated by this AGREEMENT to comply with applicable laws.

(g) Without limitation of anything else in this AGREEMENT, the Company shall not be liable or responsible to the Recipient, nor be deemed to have defaulted under or breached this AGREEMENT, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, delivering the Tokens, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts or other civil unrest; (iv) changes to applicable law; or (v) action by any Governmental Authority.

(h) This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

(i) This AGREEMENT shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the Republic of the Marshall Islands, without giving effect to its principles or rules of conflict of laws.

(j) The Company and Recipient shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this instrument (a **Dispute**). If the parties are unable to resolve a Dispute within 90 days of written notice of such Dispute being received by all parties, such Dispute shall be resolved by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "Rules"). The arbitration shall be seated in the Republic of the Marshall Islands and governed by the laws of the Republic of the Marshall Islands.

- (k) The number of arbitrators shall be one.
- (I) The place of arbitration shall be the Republic of the Marshall Islands, notwithstanding which, any participant may attend by videoconference facilities acceptable to the arbitrator.

The language to be used in the arbitral proceedings shall be English.

By proceeding to claim the token distribution through this web page, the RECIPIENT acknowledges that they have read, understood, and agree to be bound by the terms of this agreement. This acknowledgment serves as the RECIPIENT's electronic acceptance of this agreement.

EXHIBIT A

Certain Risks and Disclosures

1. The Company is not a registered broker, analyst or investment advisor. Everything that the Company provides is purely for guidance and informational purposes. The Tokens are for received or an option to purchase is exercised as entry into an experimental proof-of-concept eco-system as defined within the Final Token Sale Terms. This AGREEMENT and all information relating to this AGREEMENT should be independently verified and confirmed. The Company does not accept any liability for any loss or damage whatsoever caused in reliance upon such information or services.

2. All forms of participation in cryptocurrencies involves a substantial risk of loss and is not suitable for every Recipient. By participating in this Agreement, the Recipient is subject to risk, which they accept. There is also no guarantee that the Company's goals or objectives will be achieved. The development or deployment of the Tokens may fail, be abandoned or be delayed for a number of reasons, including lack of funding, lack of commercial success or prospects, or lack of use by advertisers, publishers, and/or users.

3. The Tokens are not collateralized and have no intrinsic value. The Recipient should be aware that it may not recover the exercised option Purchase Amount. Please be aware of the risks involved with any digital currency, including the Tokens. Do not participate with money that you cannot afford to lose. When in doubt, you should consult a qualified financial advisor before making any related financial decisions. Only participate with risk capital; that is, participate with money that, if lost, will not adversely impact your lifestyle and your ability to meet your financial obligations.

4. The Company plans on implementing security measures; however, the Company cannot predict the success of any security precautions. The Company may lose access to its private keys or be subject to data breach or data loss.

5. The full functionality of the Tokens is not yet complete, and no assurance can be provided of such completion. The functionality of the Tokens is complex, will require enhancements and product support over time, and full functionality may take longer than expected.

6. The Recipient acknowledges and agrees to the following potential risk factors which may halt all operations of the Company and/or the Tokens:

6.1. Neither the Company, nor any related third-party, provides any guarantee as to the accuracy, completeness, or suitability of the information and materials found within this AGREEMENT.

6.2. Cryptocurrencies are the subject of regulatory scrutiny by government authorities and other regulatory bodies worldwide, and the Company could be adversely affected by one or more inquiries or actions.

6.3. Expectations regarding the form and functionality of the Tokens which the Recipient holds may not be met upon release of the Tokens for any number of reasons, including a change in the design and implementation plans, or delays or differences upon execution.

6.4. The Ethereum blockchain is still in a relatively early stage of development and is not completely proven. Any malfunction, flaws, breakdown or abandonment of the Ethereum blockchain may have a material adverse effect on the Tokens.

6.5. Advances in code cracking, or technical advances such as the development of quantum computing, may present risks to cryptocurrencies and the Company, which could result in the theft or loss of the Tokens.

6.6. Human Error: Token transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction or, in theory, control or consent of a majority of the processing power on the relevant blockchain. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of the Tokens or a theft of Tokens generally will not be reversible, and there may be no compensation for any such transfer or theft. Such loss could adversely affect the value of the Tokens. The Recipient accepts all risks associated.

7. The Tokens are not an investment product; they are utility tokens for the Company's speculative eco-system.

8. Any content in the Company website should not be relied upon as advice or construed as providing recommendations of any kind.

9. Past results are no indication of future performance. In no event should the content of this correspondence be construed as an expressed or implied promise or guarantee.

10. The Company is not responsible for any losses incurred as a result of receiving, trading or otherwise using our Tokens.

11. Information provided in this correspondence is intended solely for informational purposes and is obtained from sources believed to be reliable. Information is in no way guaranteed.

12. No guarantee of any kind is implied or possible where projections of future conditions are attempted.

13. None of the content published here constitutes a recommendation that any particular cryptocurrency, portfolio of cryptocurrencies, transaction or investment strategy is suitable for any specific person. None of the information provided is intended to advise you personally concerning the nature, potential, value or suitability of any particular cryptocurrency, portfolio of cryptocurrencies, transaction, investment strategy or other matter.

14. Market disruptions such as those that occurred during October of 1987 and on September 11, 2001, could have a global material effect on general conditions and market liquidity which could result in substantial losses and potential dissolution of the Company.

15. NOTHING HEREIN IS OR SHOULD BE CONSTRUED AS FINANCIAL, LEGAL, OR TAX ADVICE TO ANY PROSPECTIVE RECIPIENT. EACH PROSPECTIVE RECIPIENT IS STRONGLY URGED TO CONSULT SUCH PERSON'S PERSONAL TAX ADVISOR WITH RESPECT TO THE INCOME TAX CONSEQUENCES OF ENGAGING IN THIS AGREEMENT.

16. UNDER THESE TERMS, THE COMPANY AND THE TOKENS MAY FUNDAMENTALLY CHANGE AS CIRCUMSTANCES DEVELOPMENT AS THE COMPANY ADJUSTS.

17. The Company is not insured by any government or private insurer. Therefore, in the event of a Dissolution Event, the Recipient may be unable to recover all or any of its Purchase Amounts.

18. The Tokens may only be received and/or purchased in jurisdictions in which their marketing, legality, holding, and distribution are authorized, and any violation of the jurisdiction's regulations or laws, in any way, is the Recipient's responsibility.

18.1. The Company advises all Recipients to check in advance whether they are legally entitled to participate in this AGREEMENT and immediately report to the Company if deemed not permitted to participate.

19. We highly recommend the use of a financial and legal expert to support you in making decisions relating to digital assets. Do not participate on your own or without adequately researching your region's regulations and restrictions. All digital assets, the Tokens included, are highly speculative and risky; they should not be considered in any other way.