

GEMSTRA

Powering the Future of Influencer & KOL (Key Opinion Leader) Economy

www.gemstra.io

GEMSTRA LIMITED / GEMSTRA FOUNDATION LIMITED, GRAND CAYMAN ISLANDS

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This whitepaper is intended to present relevant information to potential purchasers (the “**Purchasers**” and each a “**Purchaser**”) in connection with the proposed offering for sale (the “**Token Launch**”) by Gemstra Limited, an exempted company incorporated with limited liability in the Cayman Islands, (the “**Company**”, “**we**” or “**us**”) of cryptographic ERC20 standard tokens on Ethereum’s blockchain with the symbol [‘GEMS’] (the “**Tokens**”), including information about the blockchain-integrated, social selling, smart contract platform developed, operated and maintained by [Gemstra Foundation, an exempted foundation company incorporated with limited liability in the Cayman Islands] (the “**ASTRA Platform**”) and the smart contract connected to the ASTRA Platform (the “**ASTRA Smart Contract**”). The development and launch of the ASTRA Platform by [Gemstra Foundation] will be funded by the sale of the Tokens by the Company and the contribution of the proceeds of such sale by the Company to Gemstra Foundation.

In this whitepaper, as the context requires, the term “**Gemstra**” shall be deemed to be a reference to the Company, Gemstra Foundation and/or their respective affiliates or delegates.

The information contained in this whitepaper is not intended to be exhaustive and the statements included in this whitepaper are not intended to be relied upon or create or form part of a contractual relationship (unless the context otherwise requires).

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All statements, estimates and financial information contained in this whitepaper, made in any press releases or in any place accessible by the public and oral statements that may be made by the Company or any Associated Party that are not statements of historical fact, constitute “forward-looking statements”. Nothing contained in this whitepaper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of the Company.



Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

This whitepaper, and any sale of Tokens referred to in this whitepaper, will be subject to and governed by any terms and conditions of purchase of such Tokens. Such terms and conditions of purchase will be delivered by the Company to the prospective Purchaser after its receipt of a completed application form, and the completion of the Company's AML and KYC procedures (defined below).¹

Where there is any inconsistency between such terms and conditions of purchase and this whitepaper, the terms and conditions of purchase shall prevail and govern.



IMPORTANT NOTICES

The acquisition of Tokens involves a high degree of risk. Before acquiring Tokens, it is recommended that each Purchaser conduct its own careful examination of all relevant information and risks about the Company, the ASTRA Platform and Tokens, Ethereum's blockchain and, specifically, the disclosures and risk factors set out below and in this whitepaper. If any such risks actually occur, the Company, the ASTRA Platform, the Tokens and the Purchaser's Tokens may be materially and adversely affected, including the Purchaser's Tokens being rendered worthless or unusable.

The acquisition of Tokens from the Company does not present an exchange of cryptocurrencies for any form of shares or equity interests in the Company, and a holder of any Tokens issued by the Company is not entitled to any guaranteed form of dividend or other revenue right. Holders of Tokens are only entitled to the use of the ASTRA Platform (if and when developed) and certain other rights within the ASTRA Platform in accordance with the terms set out herein.

The Tokens are available to Purchasers in exchange for certain other cryptographic tokens and currencies (subject to the Company's anti-money laundering ("**AML**") and "know your customer" ("**KYC**") procedures being satisfied (including as to source of funds)) and the Company does not provide any exchange of the Tokens for fiat currency. The Company also does not provide custodial or wallet services for the Tokens.

No regulatory authority has examined or approved any of the information set out in this whitepaper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of this whitepaper does not imply that any such applicable laws, regulatory requirements or rules have been complied with.

Any person or entity, including anyone acting on its behalf, being based, being a citizen or resident, domiciled, located or incorporated where applicable laws prohibit or restrict distribution or dissemination of the Company's materials, acquiring Tokens or accessing the ASTRA Platform including, but not limited to, the United States of America and any of its lands, the Cayman Islands, New Zealand, Canada, People's Republic of China, Singapore, Republic of Korea or any other country that prohibits the sale of Tokens shall not use the ASTRA Platform or acquire Tokens, otherwise such person assumes all the responsibility arising from the continued use of the ASTRA Platform and/or Tokens.

The Tokens may be placed on third-party exchanges, giving future Purchasers an opportunity to openly buy Tokens. A user seeking to acquire Tokens following the Token Launch will have to buy Tokens on such exchanges. Conversely, Tokens may be sold on such exchanges if the holder of Tokens would like to exit the ASTRA Platform ecosystem.

Existing laws on the circulation of securities in certain countries, such as the United States of America, People's Republic of China, South Korea, Canada and Singapore, may prohibit the sale of the Tokens to the residents of those countries. In addition, proposed transfers of the Tokens (or the transferee's use of the ASTRA Platform) may be



blocked by the Company in circumstances where the proposed transferee has not already completed the Company's KYC and AML procedures (including, without limitation, verification of identity and source of funds) to its satisfaction. Purchasers should be aware of the restrictions on the subsequent sale of the Tokens.

The Tokens are not redeemable at the option of a Purchaser and are in essence "closed-ended". The Tokens are non-refundable save in the limited circumstances expressly set out in these terms.

The minimum aggregate Token purchase amount equivalent in 2500 GEMS.

The Company is not currently required to register with the Cayman Islands Monetary Authority because the Company is not a collective investment vehicle and the Tokens are not shares, trust units or partnership interests and accordingly are not currently considered equity interests for the purposes of the Mutual Funds Law (2015 Revision) of the Cayman Islands ("**MFL**"). Additionally, as the Tokens are not redeemable it would, in any event, be considered 'closed-ended'. Purchasers must appreciate that the Cayman Islands Monetary Authority has therefore not reviewed this whitepaper and have not passed any judgment on the merits of the Company or acquiring the Tokens. The Cayman Islands Monetary Authority will have no oversight of the operations of the Company or the Tokens.

This whitepaper does not constitute an offer of the Tokens to the members of the Public in the Cayman Islands. "**Public**" for these purposes does not include a sophisticated person, a high net worth person, a company, partnership or trust of which the shareholders, unit holders or limited partners are each a sophisticated person, a high net worth person any exempted or ordinary non-resident company registered under the Companies Law (2018 Revision) or a foreign company registered pursuant to Part IX of the Companies Law (2018 Revision) or any such company acting as general partner of a partnership registered pursuant to the provisions of the Exempted Limited Partnership Law (2018 Revision) or any director or officer of the same acting in such capacity or the Trustee of any trust registered or capable of registering pursuant to the provisions of the Trusts Law (as Revised).

The Cayman Islands Government has not yet proposed or passed any legislation expressly regulating crypto currencies, cryptographic tokens, initial coin offerings or token generating events and its regulatory intentions are unclear. Each Purchaser should be aware that any new laws imposed in the Cayman Islands (or amendments to the existing laws of the Cayman Islands, such as the MFL) could, among other things: (i) prohibit the sale, purchase or transfer of the Tokens or otherwise make holding them illegal, (ii) require the Company to register itself or the Tokens with the Cayman Islands Monetary Authority and become subject to its supervision, (iii) require the Company to cease operations or move to another jurisdiction and/or (iv) adversely affect or destroy the value of a Purchaser's Tokens, and that such new laws or amendments could be imposed very quickly and without warning.

The Cayman Islands Monetary Authority issued a public advisory on virtual currencies on 23 April 2018 ("**Advisory**"). The Advisory can be accessed online using the following link:

https://www.cima.ky/upimages/noticedoc/1524507769PublicAdvisory-VirtualCurrencies_1524507769.pdf



The Advisory advises potential Purchasers to thoroughly research virtual currencies, digital coins, tokens and the companies behind them prior to purchase in order to protect themselves. All prospective Purchasers are advised to read the Advisory before proceeding with a purchase of the Tokens.

NOTICES FOR PARTICULAR PURCHASERS

Notice to prospective Purchasers in the People's Republic of China: For residents of the People's Republic of China (which, for the purposes of this whitepaper, does not include Hong Kong, Macau, and Taiwan) only: the Tokens may not be marketed, offered or sold directly or indirectly to the public in the People's Republic of China (the “**PRC**”) and neither this whitepaper nor any corresponding agreement for the purchase of the Tokens (“**Purchase Documents**”), which has not been submitted to the PRC Securities and Regulatory Commission, nor any offering material or information contained herein relating to the Tokens, may be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Tokens to the public in the PRC. The information contained in this whitepaper and the Purchase Documents will not constitute an offer to sell or an invitation, advertisement or solicitation of an offer to buy any Tokens within the PRC.

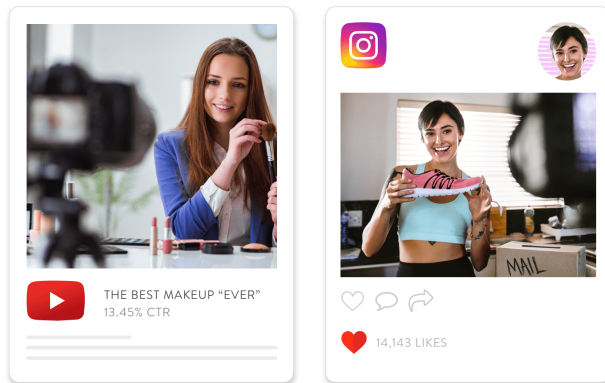
Notice to prospective Purchasers in Singapore: this whitepaper and the Purchase Documents have not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore. Accordingly, this whitepaper and the Purchase Documents and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Tokens may not be circulated or distributed, nor may the Tokens be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore.

Notice to prospective Purchasers in the United Kingdom: this whitepaper and the Purchase Documents are being distributed only to, and are directed only at: (i) investment professionals (within the meaning of article 19(5) of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended (the “**FPO**”); (ii) persons or entities of a kind described in article 49 of the FPO; (iii) certified sophisticated investors (within the meaning of article 50(1) of the FPO); and (iv) other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as “**Relevant Persons**”). This whitepaper and the Purchase Documents have not been approved by an authorised person. The Tokens to which this document relates are available only to (and Tokens will only be sold to) Relevant Persons. Persons who are not Relevant Persons should not take any action based upon this whitepaper and should not rely on it. It is a condition of any such prospective Purchaser in the United Kingdom receiving and retaining this whitepaper that they warrant to the Company, its directors and its officers that they are a Relevant Person.

Any person or entity subject to sanctions from the United States of America, the United Kingdom or the Cayman Islands from time to time including, without limitation, certain citizens of Belarus, Burundi, Central African Republic, Cuba, Iran, Libya, North Korea, Somalia, Sudan and Darfur, Mali, Republic of Guinea, Republic of Guinea-Bissau, Syria and Zimbabwe will not be permitted to enter into the Purchase Documents or otherwise purchase Tokens.



ABSTRACT



The \$24 Trillion global retail market is increasingly controlled by an oligopoly. Online marketplaces have shuttered brick and mortar retail stores en masse. Buyers in today's consumer economy find cheaper and cheaper prices made available to the detriment of the traditional value chain.

The consumer value continues to disintermediated by the likes of a very few public companies - costing thousands of jobs. Stores are closing. Malls are closing. Businesses are shutting down. Retail is in a great race - to zero. The end result is an economy that benefits few monoliths

having taken human value out of the consumer equation – except for one industry.

Influencer / KOL (Key Opinion Leader)

Commerce is the evolution of the referral marketing model and is experiencing hyper-growth due to social media. There are 2.7 Billion social media users today. Of those, 600 Million are influencers & KOLs who leverage their social influence for compensation. Influencer/KOL Commerce presents the largest future gig economy because everyone has some level of social influence. Businesses are desperately seeking ways to tap into that influence.

Businesses and Brands today must pay attention to the influencer/KOL commerce model if they hope to succeed. We love Influencer/KOL Commerce because at the end of the day – it helps Businesses and Brands distribute value back to people.



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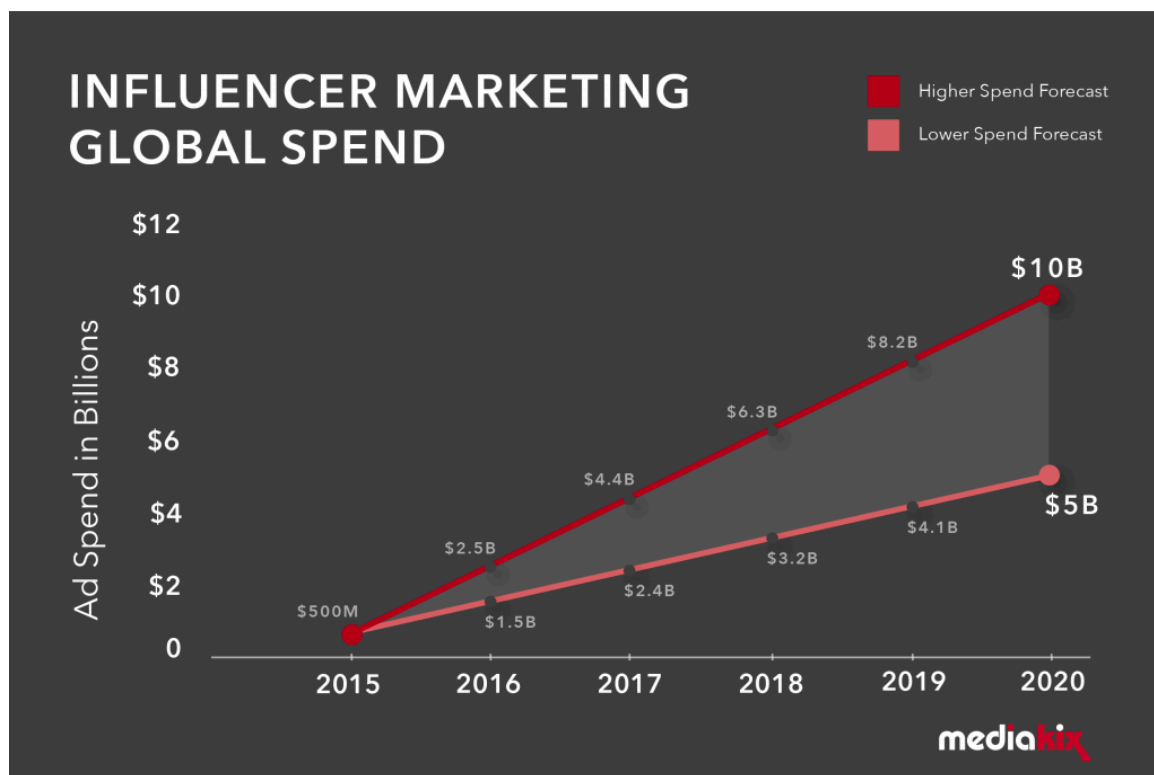
10 OTHER NOTICES



1 INTRODUCTION

1.1 Overview

Gemstra connects Businesses with a growing number of Influencers & Key Opinion Leaders (KOLs) to drive sales. Influencer/KOL Commerce is the intersection of social marketing, social selling, affiliate marketing, and social media. Businesses, especially Brands today, want to empower Influencers & KOLs as proponents. Influencer/KOL marketing is growing rapidly – and Businesses need to pay attention.



Gemstra is a blockchain-enabled ecosystem that allows Businesses to easily build an Influencer/KOL sales channel and allows Influencers & KOLs access to Businesses and Brands.

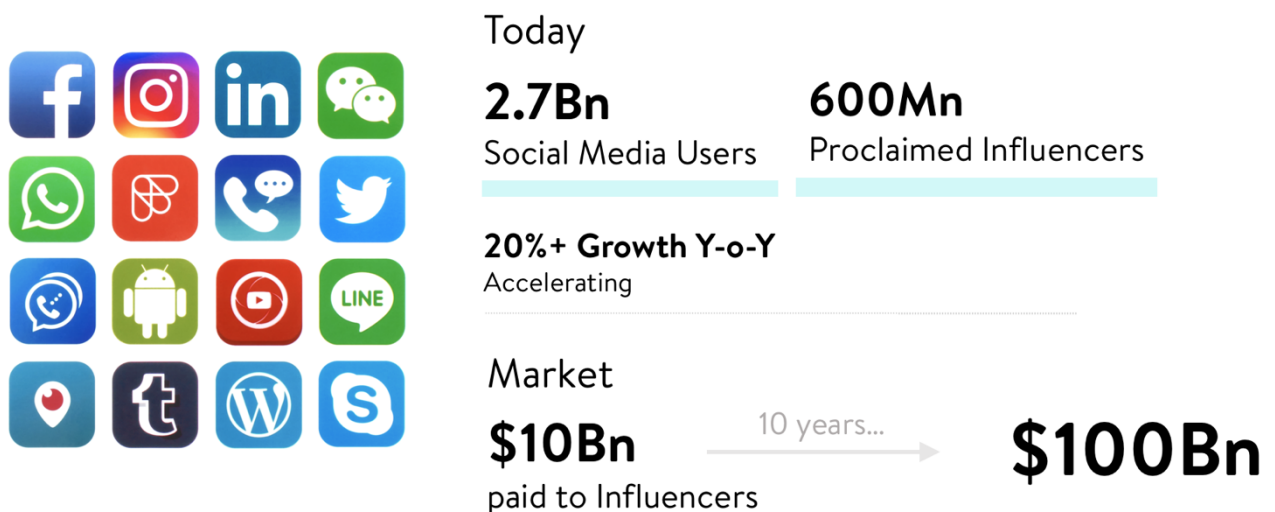


1.2 Background & Opportunity

Influencer/KOL Commerce has been around for a long time. Perhaps the earliest form of social selling was the advent of direct selling in the early 1900's, when Brands empowered independent representatives (today's "Influencers" and "Key Opinion Leaders") to sell their wares door to door, with a focus on one-to-one demonstrations. The model has evolved over time and exponentiated in recent years with the adoption of the Internet. Today's Influencer/KOL Commerce Market consists of direct Influencers, social Influencers/KOLs, social media influencers/KOLs, affiliates, bloggers, and many more individuals or groups that wield social influence. Statistics gather only track estimated payments made to known social media influencers/KOLs.

Influencer Commerce

Future of Social Commerce, Social Marketing, Social Selling, Affiliate Marketing



Spending on Influencer Marketing is estimated to exceed \$10Bn USD by 2020. Actual statistics are unknown as transactions are often facilitated by brokers or agencies representing Influencers/KOLs. There are 2.7Bn social media users today and 600Mn proclaimed Influencers/KOLs. Every Business needs to leverage Influencers/KOLs to grow brand equity today.



1.3 Problem

Businesses Can't Connect with Influencers & KOLs Directly.

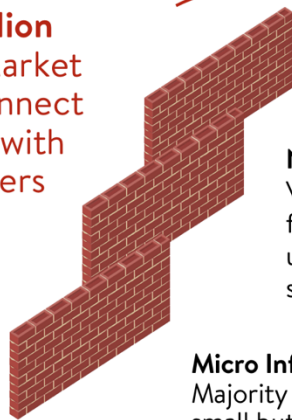
No Good Systems

Since the model of Influencer/KOL Commerce has evolved and grown so quickly, there is no default system that allows Businesses to engage Influencers/KOLs and quantify success. Businesses and Brands have to scour social media and estimate best guess on who to engage.

Micro Influencers/KOLs Left Out

The majority of Influencers/KOLs have smaller but differentiated following. Businesses don't see these micro influencers so there is untapped opportunity waiting to be unleashed.

\$24 Trillion
Retail Market
can't connect
directly with
Influencers



No Good System
Varied tools that are
fragmented, hard to
use, can't track
success

Micro Influencers
Majority Influencers have
small but differentiated
following left out



**Captive Environment
for Influencers**

Low Mobility

No record of customer data, subject to
social media algorithms

Risks

No control of business or decision-making,
potential income loss if account closed

Influencers/KOLs face Low Mobility and Risk

They currently have no way to track their performance, quantify their value. Moreover, social media algorithms may change leaving them without a place to do business. They have no tangible asset in terms of customer or transaction data for which they helped a Business generate.



1.4 Our Solution

We give Businesses a way to connect with Influencers/KOLs to drive sales.

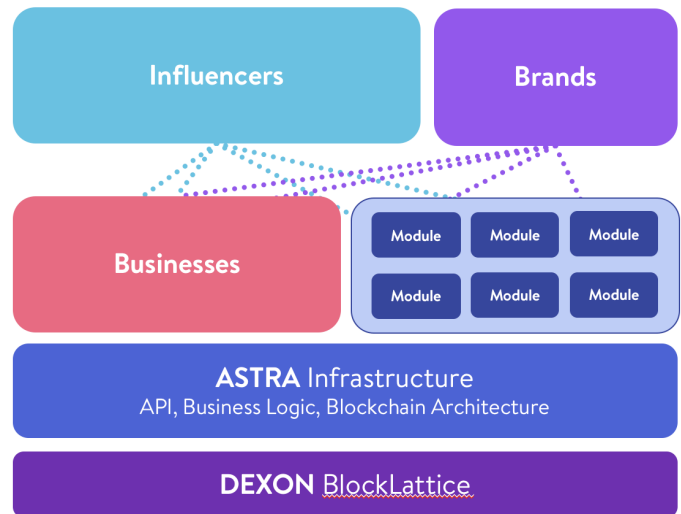
We've developed an easy-to-use protocol for Businesses to build an Influencer/KOL channel on. We have developed multiple Modules that are publicly accessible in the ecosystem. The ASTRA Infrastructure is a platform for Influencers/KOLs, Businesses, and Brands to transact.

ASTRA Infrastructure

API / Protocol layer that businesses can integrate to access influencers

- **Businesses** can easily build an Influencer channel
- **Modules** with gamification or reward functions for broad ecosystem
- **Influencers** & **Brands** connect directly with Businesses

Open Source commerce software that Businesses can use. SDK available for Businesses to connect existing systems.





Powered by **GEMS** (GEMS DRC-20 Token)

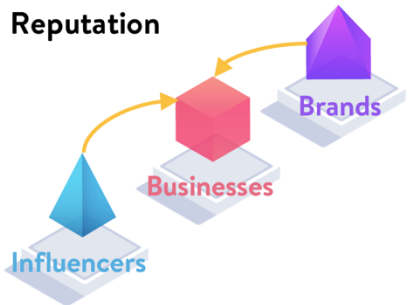
Governance

Tokens staked with Business

Rights

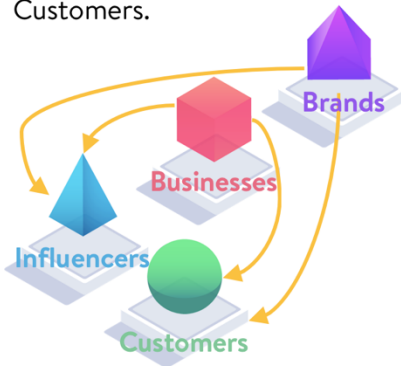
Voting

Reputation



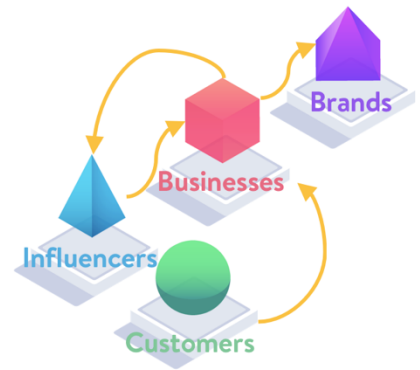
Reward / Compensation Flow

Brands and Merchants can offer engagement or achievement-based rewards to Sellers and Customers.



Exchange of Value

Commissions & Payments





2 GEMSTRA ECOSYSTEM

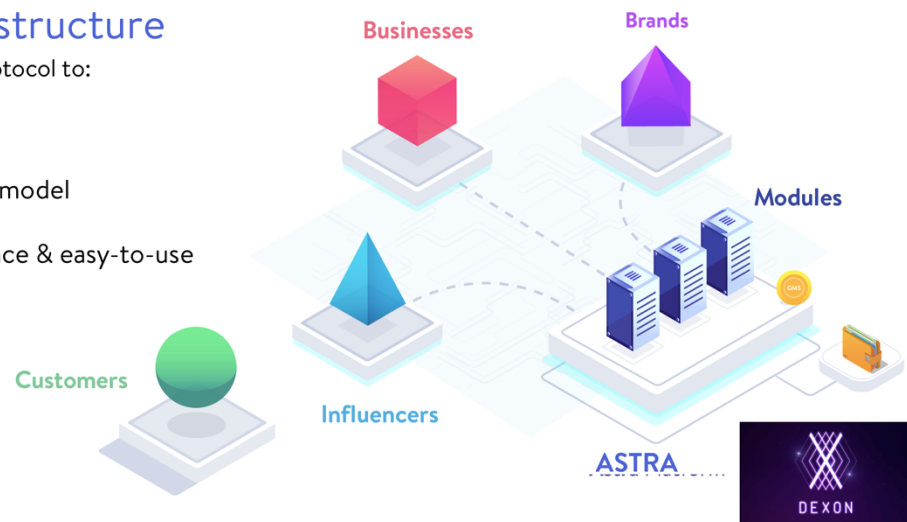
We have a big vision – so we're working on products and tools to power Influencer/KOL Commerce quickly. The foundation of our ecosystem is ASTRA – an infrastructure meant to decentralize data and democratize the model.

Blockchain-Enabled Ecosystem

ASTRA Infrastructure

Leverages DEXON Protocol to:

- Decentralize data
- Democratize the model
- Provide governance & easy-to-use business protocol



Progress To Date



Reviews DAPP (Module)

KNOWY (alpha iOS)

First-of-Kind **Reviews System**

- Pays users continuously for reviews (knowledge)
- Used by Businesses to show reviews on Products & Places



Commerce (Proven Business)

BOUTIQUES

First-of-Kind **Sales Platform for Influencers**

- Influencers directly sell for Businesses



Management DAPP (Module)

DASH

Default **Management System**

- Influencers can monitor their sales
- Businesses can analyze & track performance



2.1 Knowy

Flagship Module

KNOWY

REVIEWS MADE HONEST BY
INFLUENCERS

“Yelp for products gets honest”

1. Write Reviews to gain **Reputation**
(Good information = Good review)
2. More Reputation means user scores
will have more **Relevance**
3. More Relevance means greater
impact on final **Rating**
4. Get paid in **GEMS** when Review is
served per impression and
distributed according to Relevance



We built **Knowy** because traditional reviews systems are broken.

Reviews are easily manipulated by Businesses and Brands. (eg. Fake reviews on Amazon). Most review platforms today allow Businesses to incentivize users to leave a good review in exchange for free products. Knowy solves that by incentivizing users based on **Reputation**. Users grow Reputation when their reviews are deemed as helpful and honest by other users. Reviews by users with greater **Reputation** will have greater **Relevance** – more impact on the final **Rating**.

Knowy is also the first-of-kind platform that rewards users in tokens. Businesses that use Knowy to power their onsite reviews will pay per impression in GEMS tokens. Tokens are distributed to the review authors according to Relevance.

At the time of this writing, Knowy is in Alpha and already writing reviews to DEXON's Mainnet. The public release will be mid-year 2019.

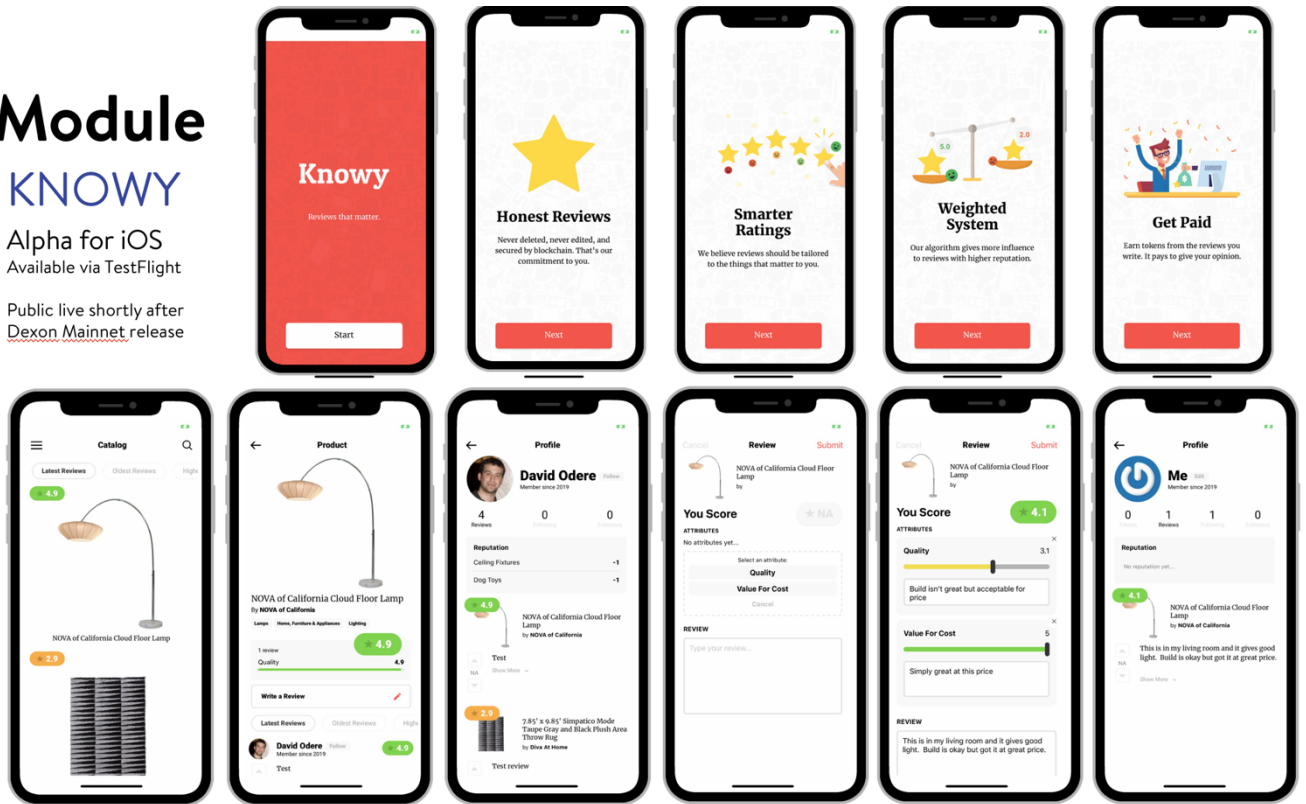


Module

KNOWY

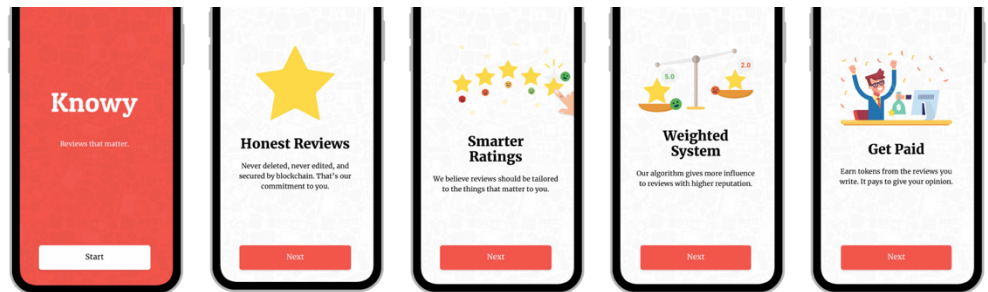
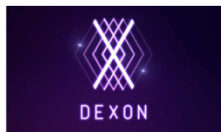
Alpha for iOS
Available via TestFlight

Public live shortly after
Dexon Mainnet release



Module

KNOWY



First Blockchain Reviews Platform that pays tokens

Currently writing reviews to
Dexon's TestNet

Today's Review Platforms are Manipulated

Fake Amazon reviews / companies incentivize users to leave positive review

Solves the Problem of Dishonest Reviews

Users gain Reputation for providing good information, not high scores

Get Paid for Honest Reviews

Get paid based on Relevance of the review.



2.2 Boutiques

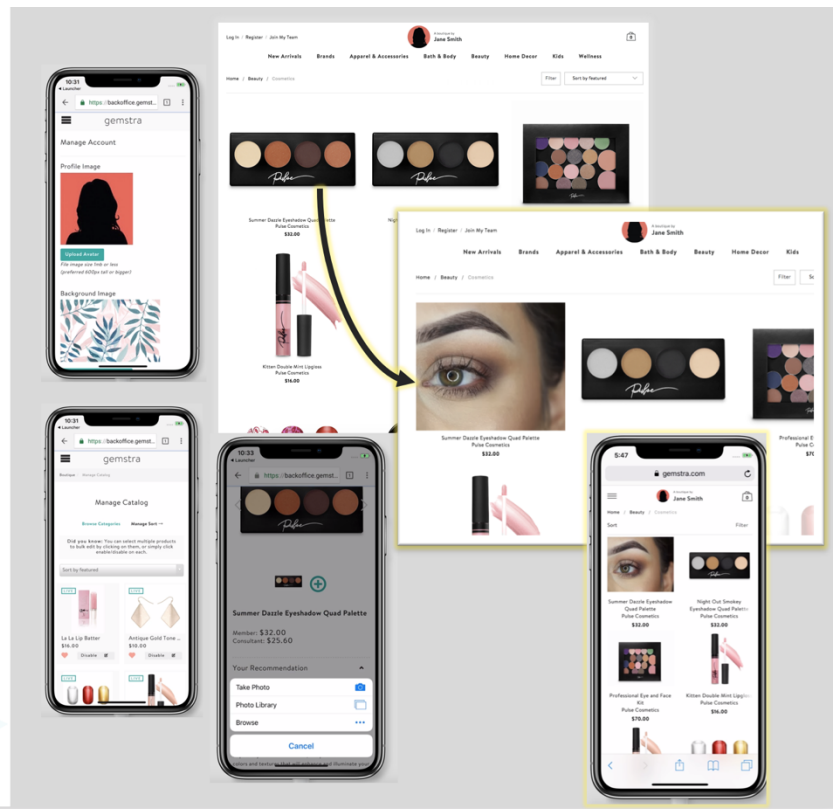
Live Business

BOUTIQUES

FIRST INFLUENCER COMMERCE BUSINESS IN 2018

“AMAZON BY INSTAGRAMMERS”

- Brands can add their catalog of products
- Influencers get their own store, choose which Brands to partner with, and which products they wish to sell
- Personalization tools



BOUTIQUES – A Commerce Platform for Influencers/KOLs to sell for Brands

Gemstra launched a proof-of-concept Influencer/KOL Commerce Business called BOUTIQUES in July 2017 that gives Influencers/KOLs the ability to choose brands and products they want to sell and invites brands participate by simply integrating their catalogs. BOUTIQUES quickly attracted 3000 Influencers/KOLs and 8 brands generating 7-figure annualized merchandise sales within 9 months of launch. The rapid growth of BOUTIQUES proved that Businesses are dying to participate in Influencer/KOL Commerce.



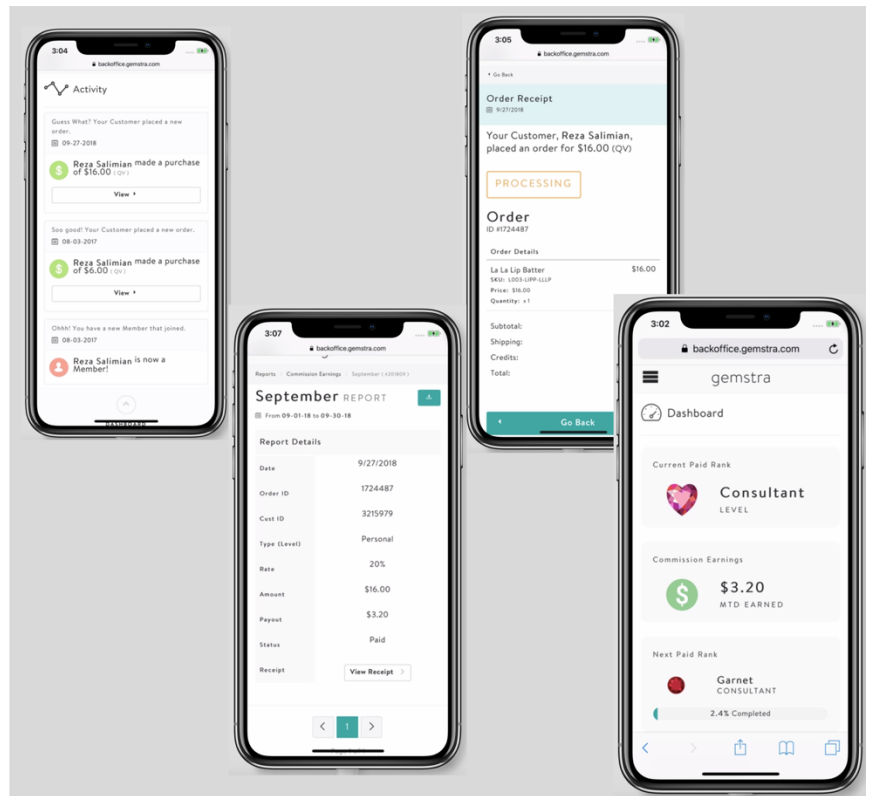
2.3 Dash

Module

DASH

BACKOFFICE / MANAGEMENT

- Influencers can access their dashboard, reports, customer lists
- See which brands and products are performing
- Businesses monitor Influencers



DASH – A Business Management Module

Influencers/KOLs can go into a management module to track sales and progress of sales generated through their influence. They can also access Customer and Transaction data. For the first time, Influencers/KOLs are able to assess their value against business metrics.



2.4 GEMS Token – Governance, Reward/Compensation, and Exchange of Value

Token Mechanics

GEMS Use Cases

Governance: Staking

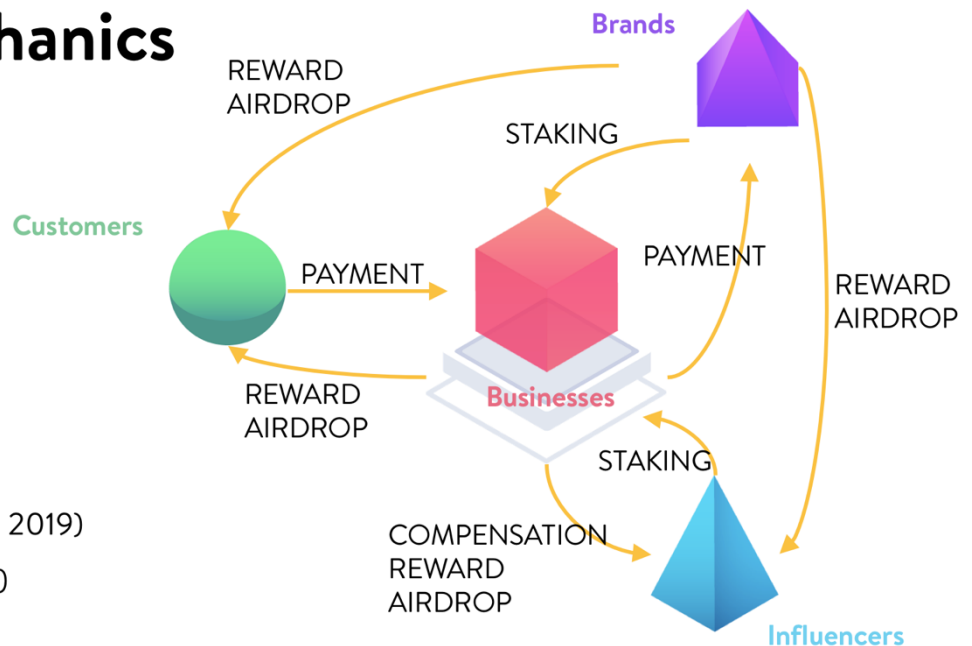
- Rights
- Voting
- Reputation

Reward

Airdrop

Compensation (Live Q3 2019)

Payment (Live Q4 2019)



By tokenizing ASTRA with the GEMS Token, Gemstra reduces friction in transaction with a fungible payment token. GEMS is a DRC-20 token that serves as the most cost-effective method of exchanging and storing value. GEMS is the default method of reward and compensation to Influencers/KOLs. Businesses and Brands purchase GEMS to engage Influencers/KOLs. Most importantly, GEMS provide a governance framework for the Gemstra ecosystem. Influencers/KOLs and Brands stake GEMS with Businesses to gain rights / permissions to engage. GEMS will also be needed to stake for access to Modules. GEMS allow for better management and control of staking pools across the ecosystem.



2.5 Examples

Governance Examples

GEMS Token

Tokens staked with BUSINESS

Rights

Influencers

- Participate with Businesses
- Number of Brands
- Number of Products

Brands

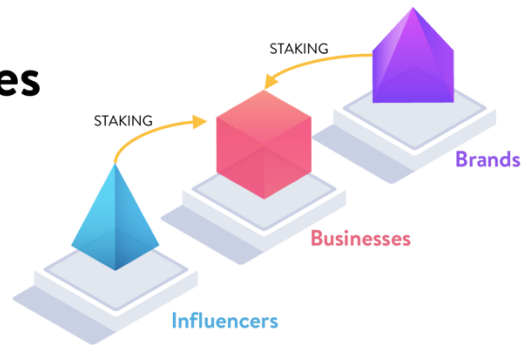
- Participate with Businesses
- Number of Products
- Number of Influencers

Voting

Change compensation structure (Business)
Change compensation schedule (Brand)
Adding a Brand (Business)
Adding a Product (Brand)
Changing pricing (Brand)

Reputation

Basic volume-based total
Cumulative staked tokens
Cumulative earned tokens



Rewards Examples

GEMS Token

Brands and Businesses can offer engagement or achievement-based rewards to Influencers and Customers.

Brands

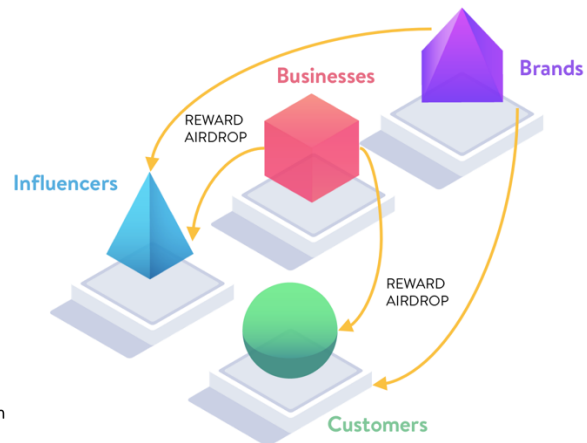
FOR INFLUENCER
AND CUSTOMERS

Review a product
Buy a product
Sell a product
View a product
Airdrop

Businesses

FOR INFLUENCERS

Active for 3 months
Sell \$250 in one month
Sell \$1000 lifetime
Get 20 Customers

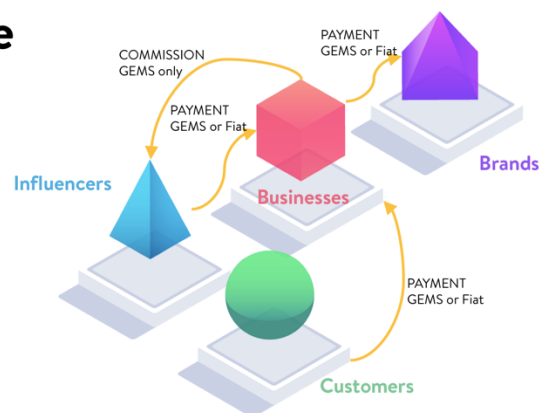


Exchange of Value

GEMS Token

Compensation & Payments

- Compensation will be paid out in GEMS tokens by default
- 30% of Compensation are re-spent by Influencers with Businesses
- Kept in Influencers' wallets and used by default for purchases





- 20



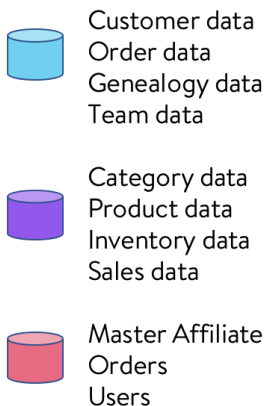
3 DECENTRALIZATION & DEMOCRATIZATION

3.1 Thesis

ASTRA decentralizes the Influencer/KOL Commerce model by ascribing ownership and management of data to the appropriate actor. A system of smart contracts governs all transactions within the ecosystem. User wallets govern access rights to data for actors in the ecosystem.

IPFS

Decentralized storage of data



User Wallets



Decentralized Computing

Smart Contracts

- Users
- Orders
- Commission
- Rewards
- Genealogy
- Schema
- Permissions
- Voting
- Reputation

Democratize data so Influencers/KOLs are not held captive, ever.

ASTRA gives ownership rights of customer information, transaction data, and authorship to Influencers/KOLs. Influencers/KOLs work hard to build relationships with followers and develop an understanding of their followers' preferences through transaction data. Influencers/KOLs should always have access to that data. Should a Business or Brand underperform or be at risk, Influencers/KOLs mitigate risk by being able to join another Business or Brand at will.

Customizable Compensation and Rewards by Brands.

Not all Brands are created equally. Some face high cost of goods and depend on volume while others have more margin. Brands need an effective way to manage incentives for



Influencers/KOLs at the catalog level and per-product level. ASTRA's platform allows Brands to customize compensation offering per Business.

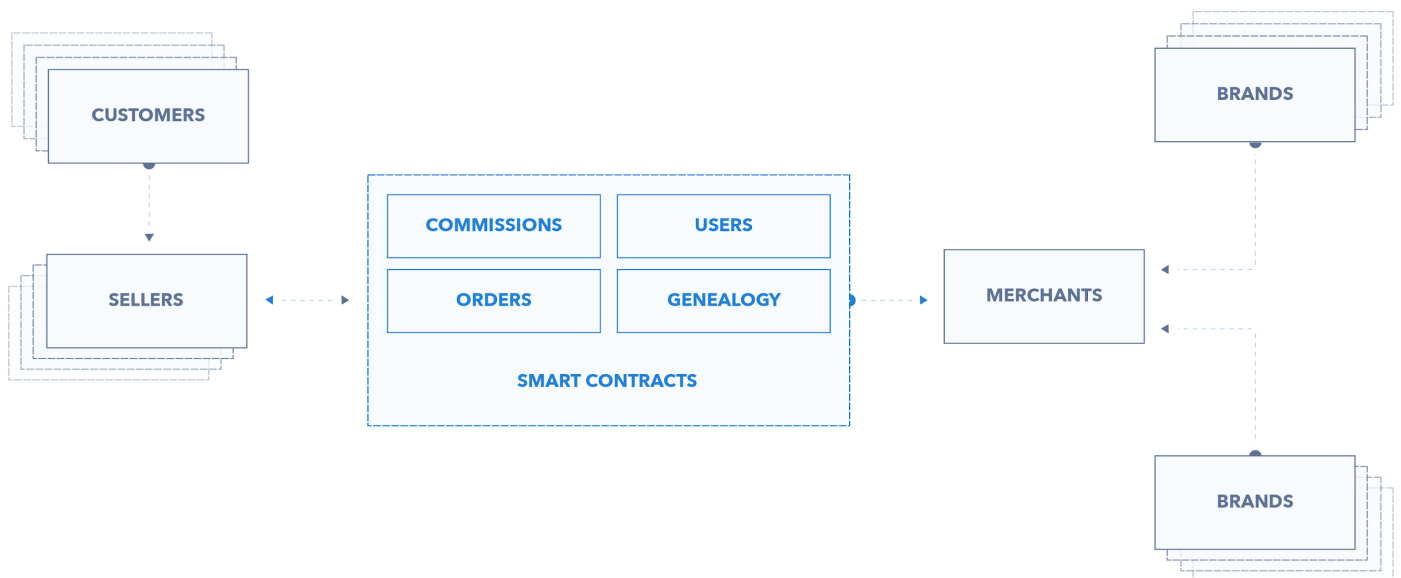
Portable catalog for Brand integration.

Selling should happen where it happens. ASTRA allows Brands to easily integrate their catalogs with multitude of Businesses and gain exposure to different networks of Influencers/KOLs.

A Democratized and Trustless Model.

Gemstra's blockchain ecosystem provides a self-governing model that promotes fair behavior by all the actors. Businesses must do right by Brands and Influencers/KOLs. Brands must do right by Businesses and Influencers/KOLs. Influencers/KOLs must do right by Businesses and Brands. There is no centralization of power or total leverage - thus producing a true commonwealth Influencer/KOL Commerce economy.

3.2 Technology Framework



Example Configurations

Configuration 1: Single Business with 3 Brands

Influencers/KOLs 1, 2, 3, 4, 5, 6,

Business A



Brands X, Y, Z

Configuration 2 : Secondary Business carrying 5 Brands (2 of which are on Business A)

Influencers/KOLs 100,101,102,103,104,

Business B

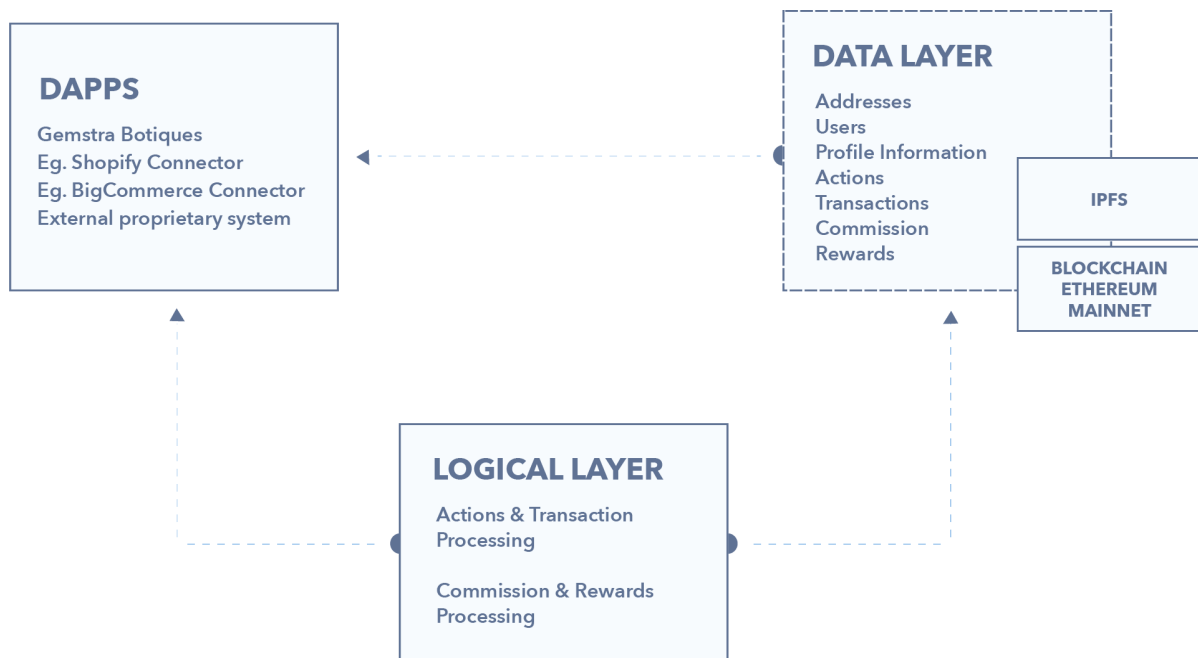
Brands M, L, N, Y, Z

Configuration 3 : 2 Paired Businesses (sharing Influencer/KOL origin) carrying 10 Brands (4 of which are on either Business A, Business B, or both)

Influencers/KOLs 200, 201, 202, 203, 204, ...

Business A <> Business B - Business A & B share a single origin that are synced. Sync can be broken.

Brands A, B, C, D, E, M, L, N, X, Y



As the figure above shows, the ASTRA's Architecture is broken into three high-level layers: The Data Layer, Logic Layer and dapp Layer (eg. BOUTIQUES software or other software). By separating data and logic into two different layers, we are able to achieve high throughput and scalability on the blockchain.

3.3 Data Layer

The Data Layer is responsible for providing a scalable off chain data storage solution. This section will contain details about the approach we have chosen to manage data in ASTRA.



Data Storage

All data will be stored using Interplanetary File System (IPFS), this is a peer to peer distributed file system that connects devices with files. This allows for a high-throughput distributed file system. All files on IPFS are located using a hash which acts as an address of the data. We will take that hash and store it on the blockchain to ensure data integrity.

Data Governance

While we believe in transparency and openness, there are certain bits of information that will need to be private, such as user emails, names and addresses. This information will be encrypted using a public-private key-encryption model to restrict access to only the “owners” of the data.

Wallets

The ASTRA platform provides 3 distinct wallet types with different data models. Each wallet type is especially purposed for the different actors in the economy.

Influencer/KOL & Customer Wallets

Influencers/KOLs and Customers are the most prolific users in the economy. They initiate all actions and transactions within the economy. Wallets are upgradable and downgrade-able between Influencer/KOL and Customer.

Data & Functions:

- Compensation
- Achievements
- Recognition
- Customer Data
- Transaction History
- Origin Data
- Business Performance
- Brand Performance

Public:

- Address



Businesses Addresses
Parent Address (Influencer/KOL only)
Brand Addresses (Influencer/KOL only)

Private Encrypted : IPFS
Profile Information

Brand Wallets

Each Brand has a unique wallet that contains their compensation and reward structures. Brands will sign up with Businesses. Brands can also require an Influencer/KOL fee to enable the Brand on given Business.

Functions:
Catalog & Inventory Management
Order Management
Business Management
Influencer/KOL Management
Compensation Management
Rewards Management

Public:
Address
Business Addresses

Private Encrypted : IPFS
Profile Information
Business Performance Data
Influencer/KOL Performance Data
Compensation Data
Achievements Data
Engagement Data
Rewards Data
Sales Data
Catalog Meta Data
Inventory (hosted by SPL.YT protocol)
Logistics (if enabled for dropshipping)



Business Wallets

Each Business has a unique wallet that contains their origin and fee structures.

Businesses are the dapp Layer that connects Influencers/KOLs/Customers to Brands.

Businesses are the arbiter of actions and transactions within the economy.

Public:

Address

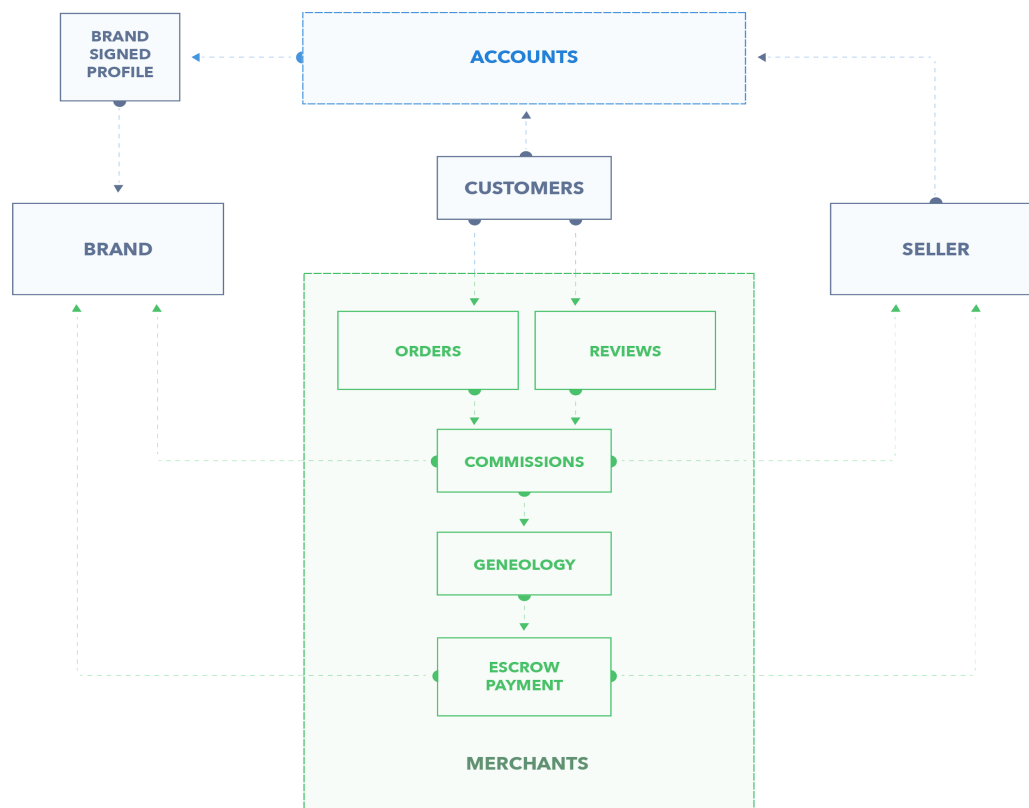
Origin Hash

Fee Structure

Private Encrypted : IPFS

Profile Information

3.4 Logic Layer (Commerce)



The above figure shows the types of interactions that the Logic Tier powers. These are a set of business logic and convenience services that enable the Influencer/KOL Commerce Economy. This layer is comprised of five high level areas: Origin, Orders, Compensations, Rewards and Users.

Smart Contracts



Smart contracts are immutable programs that execute when certain conditions are met. They allow for data to be verified quickly, cheaply and are fully transparent. Smart contracts lie at the core of the economy and powers the infrastructure. All components of the Smart Contracts are built to run on the Dexon Virtual Machine (DVM) and are written in Solidity. By using smart contracts, we ensure that Influencers/KOLs, brands and customers receive payments that are delivered transparently, immutably and without intermediaries taking large chunks of the revenue.

Orders

The order is an interaction between Brand, Business and customer. It records the successful purchase of one or more products. The order contains the following components:

- Order Unique Id (UUIDv4) - This acts as a unique identifier for the order
- Order Multi-Signature Verification - This allows the order to be submitted by either the user or the Business and then have the order verified by either party
- Customer Address - This connects this specific customer to the order
- Order Information - This includes things like the products, skus, quantity, qualified volume, brand address

Compensation (also “Commission”)

Compensation defines the interaction from the order to Brand and Influencer. This is how the Brand and Influencer/KOL get their money from the order.

- Compensation Unique Id (UUIDv4) - This acts as a unique identifier for the order
- Order Unique Id (UUIDv4) - This connects the Compensation to the order
- Influencer/KOL Address - This connects a specific Influencer/KOL to Compensation
- Customer Address - This connects a specific customer to Compensation
- Brand Address - This connects this specific brand to Compensation
- Compensation Information - This includes things like Qualified Volume, Commissionable Volume, Payout Rate

Rewards

Rewards defines the interaction from actions between the Brand and the Influencer. This is how the Brand rewards the Influencer/KOL for completing a defined action.

- Reward Unique Id (UUIDv4) - This acts as a unique identifier for the action
- Action Unique Id (UUIDv4) - This connects the reward to the action



- Influencer/KOL Address - This connects a specific Influencer/KOL to Compensation
- Customer Address - This connects a specific customer to Compensation
- Brand Address - This connects this specific brand to Compensation
- Reward Information - This includes things like Action and Compensation Rate.

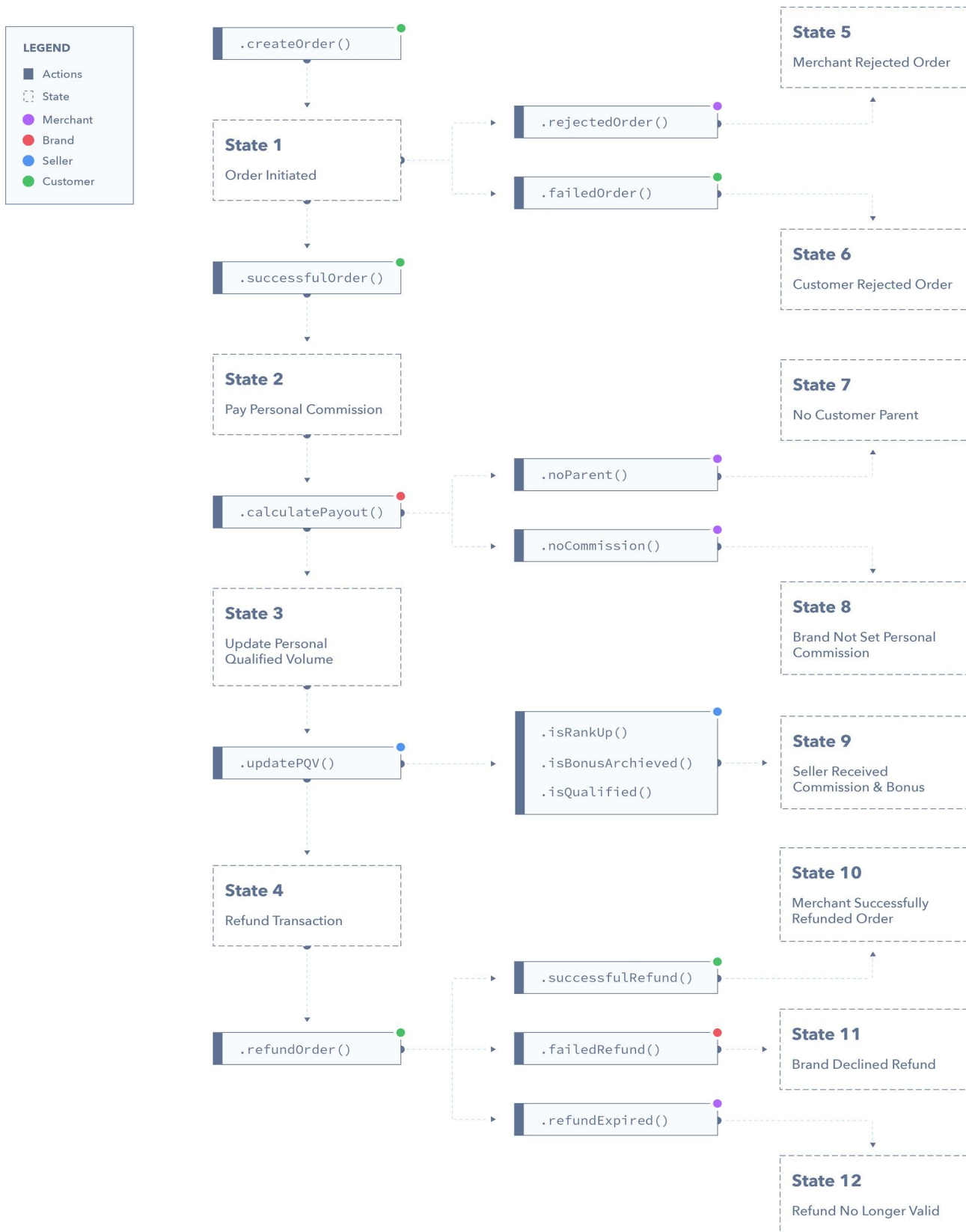
Users

Users defines the interaction of people using the system. This includes: Influencers/KOLs, Customers, Brands and Businesses.

- Users Address this acts as a unique identifier for the user
- User Information this includes things such as what payout structure the brand uses, email, phone number or name



Logical Order & Code States



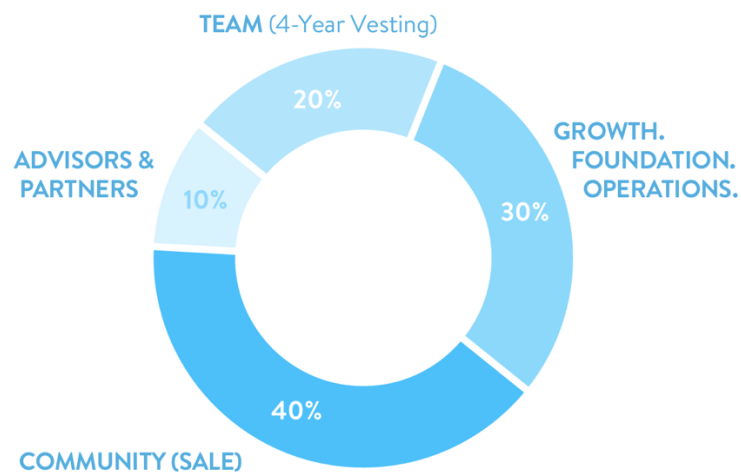


4 GEMS TOKEN (GEMS)

Token Economics

GEMS DRC-20 / Utility Token

TOKEN ALLOCATION



TOTAL SUPPLY	2,000,000,000
TOTAL SALE	800,000,000 (40%)
TOKEN PRICE	1 GEMS : 0.0001 ETH
TOTAL PRESALE	400,000,000 (20%)
SOFT CAP	4,000 ETH
HARD CAP	40,000 ETH

4.1 Allocation

Team Pool: 20%, subject to vesting schedule below.

Advisors & Partnerships Pool: 10% (Advisors / Partners / Bounty)

Growth Pool: 30% (Distributions / Compensation / Rewards)

Sale Pool: 40%

Vesting Schedule:

Team Pool: 4 Year Vesting with 1 Year Cliff (25% after 1 Year, remainder vest in equal distribution over 36 months)

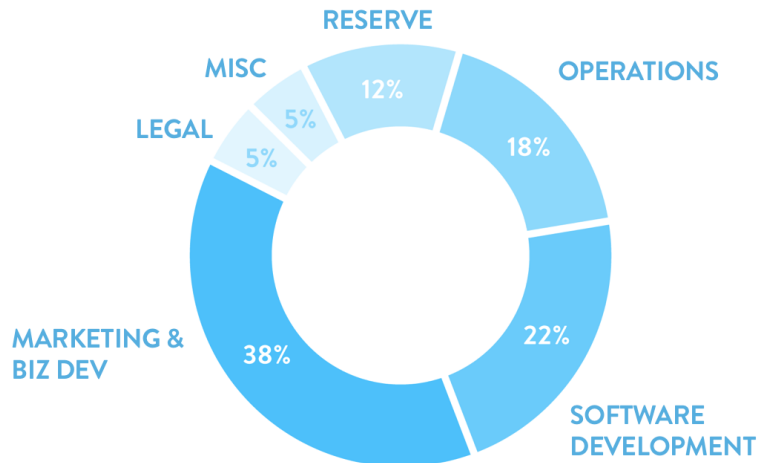
Advisors & Partnerships Pool: 6 Months

Growth Pool: None, vest upon future assignment

Sale Pool: Private – 12 Months; Presale/IEO – 90 Day (30% upon Distribution Date, 20% 30 days after Distribution, 20% 60 days after Distribution Date, 30% 90 days after Distribution Date); Public – None, vest upon distribution



USE OF FUNDS



4.2 Use of Funds

Gemstra will use funds predominantly to grow sales volume throughout the ecosystem over time. Marketing and business development will account for 38% of funds deployed. In the first two years, marketing activities will be focused on Influencer/KOL growth for Boutiques Marketplace. In the third year, marketing activities will shift significantly to Business growth by inviting existing retailers to integrate with the ASTRA Platform. Software development is the second area of expenditure representing 22% of funds deployed. (See below a chart describing use of funds.)

4.3 Token Events

Events	Incentives	Dates
Private Sale		Ongoing
Presale (Tiered Rounds)	3 - 36% Bonuses	March 2019
Presale Close		May 2019
Knowy App (Dexon Mainnet)		June/July 2019
Token Distribution		Immediately following Presale



*Public sale contingent upon timing of prior rounds

**Presale and public rounds may be moved depending on live utility date. Tokens sold in public and private sales will have payment (Checkout) and earning (Compensation) utility prior to purchase date.

4.4 Governance Details

Staking

In-wallet staking allows actors in the Gemstra ecosystem to stake tokens with Businesses and Brands. Businesses and Brands can accept staked GEMS from Influencers/KOLs in lieu of fees. Businesses can accept staked GEMS from Brands in lieu of fees as well. Staking minimums can be set by Businesses and Brands in the Gemstra ecosystem.

Aggregation Model

Voting is generally decided by the aggregate majority of votes by staked tokens Influencers/KOLs, Businesses, and Brands. Influencers/KOLs stake tokens with Businesses and Brands. Businesses stake tokens with ASTRA Platform. Brands stake tokens with Businesses.

Sliding Scale Balance

In the early days, a Business will have more GEMS staked than Influencers/KOLs and Brands. Businesses may have an easy majority stake to decide on most issues. Business majority will likely dictate outcome in the early days since Influencers/KOLs and Brands have limited voting power. As transactional volume at the Business grows, so will the tokens staked by Influencers/KOLs and Brands. Eventually, Influencers/KOLs and Brands will likely have more aggregate tokens staked than the Business, thus balancing voting power. Business volume grows when Influencers/KOLs and Brands have more staked. The scale slides in favor of a democratized outcome as Businesses become more successful. Democracy is a signal that business is growing for a Business. Influencers/KOLs and Brands will be attracted to Businesses who have greater democratic governance.

BUSINESS STAKING

Proposed by BUSINESS:



- Adding new Brand
- Banning Brand
- Modifying Compensation Plan
- Modifying Business Rules
- Creating Rewards Structure
- Modifying Rewards Structure
- Change Toll
- Change Fees (eg. Influencer/KOL Fees / Brand Fees)
- Change Staking Requirements (eg. Influencer/KOL Stake / Brand Stake)

Proposed by BRAND:

- Adding new Product
- Banning Product
- Approving Brand Compensation Schedule
- Modifying Brand Compensation Schedule
- Creating Rewards Structure
- Modifying Rewards Structure
- Change Fees (eg. Influencer/KOL Fees)
- Change Staking Requirement (eg. Influencer/KOL Stake)

FULL ECONOMY STAKING

Proposed by PLATFORM* (ASTRA):

- Change Toll
- Change Governance Model
- Add Business
- Ban Business
- Ban Influencer
- Change Economy Rules
- New Rewards Structure
- New Platform Rules

**PLATFORM items are governed by the all holders of the GEMS Token. BUSINESS and BRAND items are governed by the total tokens staked by actors with each Business.*

Gemstra's governance model is not limited to the items outlined above. As the Gemstra ecosystem evolves, more platform rules will be proposed for the community to vote upon.

A point of consideration is potential disproportionate voting power for a large holder to game the system which could have an adverse effect on decentralized community. Gemstra is researching evolving voting to factor length of vesting time in the governance model.



5 REVENUE MODEL

5.1 Revenue Opportunities

BRANDS

Brands earn the net retail value after Compensation, toll, and fees are deducted and distributed by ASTRA. Brands can also charge Influencers/KOLs a monthly flat fee at the Business level. Brands with greater following or more demand might charge a higher Influencer/KOL fee.

INFLUENCERS/KOLs

Influencers/KOLs have multiple ways to earn from product sales:

- 1.) Retail Compensation
- 2.) Performance Bonuses
- 3.) Gamification Rewards offered by Businesses and Brands

Influencers/KOLs in ASTRA can only earn money through sales of products. Influencer/KOL Compensation and bonuses are paid by Brands. Rewards paid through the Rewards System can be paid by Brands, Businesses, and ASTRA Platform (See Platform Rewards).

BUSINESSES

Businesses mainly earn a % of qualified volume. This toll is only levied on completed sales transactions that generate a commission, not on the commission itself. Businesses can also charge monthly Influencer/KOL and Brand flat fees separately. This can be dictated by the Business and may increase with scale, demand, and popularity of the Business.

5.2 Gemstra Revenue Sources

BOUTIQUES (BUSINESS)

Boutiques is on track for \$5MM USD in annualized sales revenue. Boutiques revenue is interpreted as gross income by Gemstra and has netted out commission costs and all other cost of sales. (Boutiques does not have cost of goods sold because all inventories are owned by Brands) Gross income is calculated at approximately 15% of total volume -



\$750,000 in gross income. Boutiques collect 55% of qualified volume [defined per Brand, per category, or per product] and remits 45% back to Brand. Approximately 40% of the 55% collected is paid out to Compensation, leaving 15% of gross income for Gemstra Boutiques.

Influencers/KOLs using Boutiques participate in compensation plans defined by each Brand. The average Influencer/KOL earns \$200-300 monthly in Compensation.

ASTRA Platform

ASTRA earns 1~2% toll of **all transactions** in the ecosystem. All product sales and Compensation, as well as any fees collected by Businesses or Brands, in the ecosystem are charged a toll. ASTRA will start with a 1% toll in years 1-5 to attract Brands (Year 1 and on) and Businesses (Year 2 and on) to its platform.



6 TEAM & STRATEGY

Our team is comprised of seasoned operators with over 75 years of collective experience across several consumer verticals including manufacturing, wholesale, retail, e-commerce, and direct sales. Our strategy is broken into three broad Initiatives over the next 10 years: Infrastructure Development (Initiative ID), Business Development (Initiative BD), Market Dominance (Initiative MD).

6.1 Executive Team



Jay Cheng
Founder / CEO

Jay is a serial entrepreneur who grew his family business, J. Good-In, as employee number five into an international company with over 250 employees. He has launched and exited two consumer internet companies - BaubleBox and JewelScent - that reached 7-figure and 8-figure run rates respectively within months of launch.



Joseph Lau
Co-Founder / Chief Revenue Officer
Joseph has worked with Jay for over 12 years. He led sales and business development at J. Good-In. He led growth at JewelScent's launch, driving revenue to \$1 million monthly within six months. Joseph co-founded Gemstra with Jay in '15.



David Odere
Chief Technology Officer
David has been the Chief Technical Officer for Jay at JewelScent, and has held lead technical roles for BaubleBox and Knowy. David has led projects in a variety of programming language and database systems. He has been a blockchain enthusiast for the past few years and has continued to enjoy all things blockchain related from coding to investing.



Rod Lalama
Chief Product Officer
Rod has worked with Jay for over 8 years and held both creative & technical roles at JewelScent, BaubleBox, and Knowy. Rod has a background in design with a strong focus on front-end engineering and UI/UX.



Janelle Mitchell
Chief Financial Officer
Janelle has held financial leadership roles at The Los Angeles Times, Wired, and Cooking.com - a company acquired by Target in '12. She is a consultant to the Financial Advisory Group, and has worked with Jay since JewelScent.



6.2 Advisors



Will Hsu
Co-Founder
Mucker Capital



Steve Raack
CEO / ex COO
Vitablis / BeautyCounter



Ivan Ramirez
CTO / Investor
eMoov / Zerimar



Ted Hong
President / ex CMO
HelloTech / Dropoff



James Kuo
President
Epox International



Connie Tang
CEO
Princess House



Oliver Wang
Founder, CEO
AboveGem Software



6.3 Partners & Investors



Investor

MUCKER CAPITAL

Mucker Capital is a venture firm based in Santa Monica, CA that invests in companies powering a software-enabled world.



Investor

WESTERN TECHNOLOGY INVESTMENTS

Western Technology is a venture firm that helps visionary entrepreneurs transform their businesses.



Advisor

NEW ALCHEMY

New Alchemy is a blockchain technology, ICO advisory, and capital solutions for the tokenized future.



Advisor

CETA NETWORK

CETA Network is at the forefront of technological innovation, the blockchain industry is constantly changing and growing in an accelerated fashion.



Counsel

FISHER BROYLES LLP

FisherBroyles, LLP is a full-service law firm for the twenty-first century. The firm has a renown and growing blockchain and crypto practice.



7 GROWTH PLAN

7.1 Initiative ID : Infrastructure Development

Initiative ID is to develop the blockchain infrastructure of the entire economy. It will commence immediately with development toward a customizable Compensation model for Brands post ICO. Initiative ID will be complete when the Business data is fully transferable between different dapps. Initiative ID is broken into three phases. Phases I and II (detailed below) will be deployed in the Gemstra Boutiques dapp. Phase III will complete the infrastructure for an open economy once the Business data model finished. The Business data model allows unlimited dapps to interact with GEMS via the multiple Business workflow.

Phase I - Brands (4-8 months)

- Customizable Compensation
- Customizable Influencer/KOL Fee
- Customizable Actions
- Movable Order Data

Phase II - Influencers/KOLs (8-12 months)

- Movable Customer Data
- Transactions
- Compensation
- Gamification Actions
- Engagement Actions
- Recognition Actions
- Other Actions

Phase III - Businesses (12-24 months)

- Movable Origin
- Customizable Fees
- Compensation
- Transactions
- Actions
- Multiple Governance (Theorized yet to be proven)

7.2 Initiative BD : Business Development



Initiative BD is to develop the network of actors in Gemstra's economy. Influencer/KOL growth has been ongoing and will continue to rise at an organic rate of 4% growth / 2% churn per brand per business. Influencer/KOL growth will be limited to Gemstra Boutiques for ID Phase I and ID Phase II as the Business data model will not be complete yet. Brand growth has been ongoing as well, with organic daily inquiries/requests from brands to partner with Gemstra Boutiques. Brand growth will be the primary area of focus post close. Initial brands will adopt the current static compensation model deployed in Gemstra Boutiques. Once the first 100 Brands have gone live, ID Phase I should have completed. We will ask 10% of the brands to pilot the customizable compensation and rewards by supplying technical development of their desired requirements.

7.3 Initiative MD : Market Dominance

The rise of social media and expansion of the gig economy will provide countless prospect Influencers/KOLs for Businesses in the ASTRA platform. Automation will begin to displace many gig economy opportunities in the next few years with autonomous vehicles leading the first wave. Businesses in the Gemstra economy will have a tremendous opportunity to engage those displaced by technology. To date, there is no other company or project working on an infrastructure for Influencer/KOL Commerce that provides a decentralized economy. The Gemstra team is comprised of seasoned technologists and Influencer/KOL Commerce industry veterans. Once ID Phase III is complete, Gemstra will be the first and only provider of decentralized Influencer/KOL Commerce infrastructure. Gemstra is poised to dominate the Influencer/KOL Economy destined to be worth in the trillions of dollars.



8 RISK FACTORS AND DISCLOSURE

IMPORTANT NOTICE: PROSPECTIVE PURCHASERS SHOULD CAREFULLY CONSIDER THE RISKS INVOLVED IN DETERMINING WHETHER PURCHASING THE TOKENS IS SUITABLE FOR THEM, CERTAIN OF WHICH ARE SUMMARISED BELOW. THE COMPANY RESERVES THE RIGHT TO UPDATE THIS LIST OF RISK FACTORS AND DISCLOSURES FROM TIME TO TIME.

DISCLOSURES REGARDING TOKENS

Nature of Tokens

Except as explicitly set out in this whitepaper, Tokens do not have any rights, uses, purpose, attributes, functionalities or features, express or implied, including, without limitation, any uses, purpose, attributes, functionalities or features on the ASTRA Platform. The Company does not guarantee and is not representing in any way to a Purchaser that the Tokens have any rights, uses, purpose, attributes, functionalities or features. The purchase of Tokens does not provide a Purchaser with rights of any form with respect to the Company or its revenues or assets, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; is not a loan to the Company; and does not provide the Purchaser with any ownership or other interest in the Company.

A high degree of technical expertise is needed to understand the Tokens, the ASTRA Platform and the Token Launch. A prospective Purchaser should not proceed with a purchase of the Tokens unless they fully understand the technical aspects involved.

Tokens are non-refundable

Other than instances described in this whitepaper related to the non-completion of the Token Launch, the Company is not obliged to provide Token holders with a refund for any reason and Token holders will not receive money or other compensation in lieu of a refund. The Tokens are also not redeemable at the option of the Purchaser. Statements set out in this whitepaper are merely expressions of the Company's objectives and desired work plan to achieve those objectives, and no promises of future performance or price are or will be made in respect to Tokens, including no promise of inherent value, and no guarantee that Tokens will hold any particular value.

Tokens are provided on an 'as is' basis

The Tokens are provided on an "as is" basis. The Associated Parties and each of their respective directors, officers, employees, shareholders, affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Tokens, including any warranty that the Tokens and the ASTRA Platform will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by applicable law, the Associated Parties and each of their respective directors,



officers, employees, shareholders, affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

Tokens may have no value

The Tokens may have no value and there is no guarantee or representation of liquidity for Tokens. The Company is not and shall not be responsible for or liable for the market value of the Tokens, the transferability and/or liquidity of the Tokens and/or the availability of any market for Tokens through third parties or otherwise.

Lack of development of market of Tokens

There are no warranties that Tokens will be listed or made available for exchange for other cryptocurrency and/or fiat money. It shall be explicitly cautioned that if Tokens are made available on an exchange, such exchange, if any, may not be subject to regulatory oversight, and the Company does not give any warranties in relation to any exchange services providers. Because there has been no prior public trading market for Tokens, the Token Launch may not result in an active or liquid market for Tokens, and the price of Tokens may be volatile. Token holders may not be able to dispose of Tokens easily and where no secondary market develops, a Token holder may not be able to liquidate at all. Proposed transfers of the Tokens may be blocked by the Company in circumstances where the proposed transferee has not already completed the Company's KYC and AML procedures (including, without limitation, verification of identity and source of funds) to its satisfaction. Purchasers should be aware of the restrictions on their subsequent sale.

The viability of the ASTRA Platform and the usability of the Tokens depends on the establishment of partnerships with other platforms, apps, merchants, retailers, dApp stores etc. Accordingly, if there is a low or limited development of such partnerships, the Tokens may be unusable and become worthless with the entire amount contributed by a Purchaser being at risk.

Risks relating to highly speculative prices

The valuation of cryptocurrency in a secondary market is usually not transparent, and highly speculative. The Tokens do not hold any ownership rights to the Company's assets and, therefore, are not backed by any tangible asset. The value of Tokens in the secondary market, if any, may fluctuate greatly within a short period of time. There is a high risk that a Purchaser could lose its entire contribution amount. In the worst-case scenario, Tokens could be rendered worthless.

Force Majeure

The Token Launch and the performance of the Company's activities set out in this whitepaper and the development roadmap may be interrupted, suspended or delayed due to force majeure circumstances. For the purposes of this



whitepaper, “**force majeure**” shall mean extraordinary events and circumstances which could not be prevented by the Company and shall include: changes in market forces or the technology, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions, epidemics, lockouts, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies, other circumstances beyond the Company’s control, which were not in existence at the time of Token Launch.

Insurance

Unlike bank accounts or accounts at financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by the Company to offer recourse to a Purchaser.

GOVERNMENTAL DISCLOSURES

The Company is not a regulated mutual fund

The Company is not regulated as a mutual fund for the purposes of the Mutual Funds Law (2015 Revision) of the Cayman Islands (“**MFL**”) on the basis that Tokens are not shares, the Company is not a collective investment vehicle and the Company is therefore not a registrable mutual fund. In addition, the Tokens are not redeemable at the option of the Purchaser and so the Company would be considered ‘closed-ended’ in any event. Accordingly, neither a copy of this whitepaper nor details about the Company have been filed with the Cayman Islands Monetary Authority (“**CIMA**”). Because the Company is not a regulated mutual fund, the Company is not subject to the supervision of CIMA and the Company is not required to have its accounts audited nor submit such accounts to CIMA.

If the Company were regulated as a mutual fund under the MFL, it would need to comply with regulatory requirements designed to protect investors, including the requirement to limit the minimum aggregate Token purchase amount to US\$100,000 or its equivalent in any other currency in order for it not to be licensed or administered by a licensed mutual fund administrator. The Company would also need to pay a prescribed initial registration fee.

These are matters which would be required in connection with an initial registration under the MFL. The Company would also then have ongoing obligations under the MFL following its initial registration, including the obligation to file with CIMA prescribed details of any changes to this whitepaper; to file annually with CIMA accounts audited by an approved auditor and a fund annual return; and to pay a prescribed annual fee.

If the Company were a regulated mutual fund, it would also be subject to the supervision of CIMA, and CIMA would have wide powers to take certain actions if certain events occur.

Risk of unfavourable regulatory action in one or more jurisdictions



The regulatory status of cryptographic tokens, digital assets, and blockchain technology is undeveloped, varies significantly among jurisdictions and is subject to significant uncertainty. It is possible that certain jurisdictions may adopt laws, regulations, policies or rules directly or indirectly affecting the Ethereum blockchain, or restricting the right to acquire, own, hold, sell, convert, trade, or use Tokens. Developments in laws, regulations, policies or rules may alter the nature of the operation of the blockchain network upon which the Tokens are dependent. There can be no assurance that governmental authorities will not examine the operations of Associated Parties and/or pursue enforcement actions against Associated Parties. All of this may subject Associated Parties to judgments, settlements, fines or penalties, or cause Associated Parties to restructure their operations and activities or to cease offering certain products or services, all of which could harm Associated Parties' reputations or lead to higher operational costs, which may, in turn, have a material adverse effect on the Tokens and/or the development of the ASTRA Platform.

Purchaser bears responsibility of legal categorization

There is a risk that Tokens might be considered a security in certain jurisdictions, or that they might be considered to be a security in the future. The Company does not provide any warranty or guarantee as to whether the Tokens will be a security in the jurisdiction of the Purchaser. Each Purchaser will bear all consequences of Tokens being considered a security in their respective jurisdiction. Every Purchaser is responsible to confirm if the acquisition and/or disposal of Tokens is legal in its relevant jurisdiction, and each Purchaser undertakes not to use Tokens in any jurisdiction where doing so would be unlawful. If a Purchaser establishes that the purchase or use of Tokens is not legal in its jurisdiction (or would only be legal if the company had taken additional steps such as registration or licensing), it should not acquire Tokens and immediately stop using or possessing Tokens.

Acquiring Tokens in exchange for cryptocurrency will most likely continue to be scrutinised by various regulatory bodies around the world, which may impact the usage of Tokens. The legal ability of the Company to provide or support Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event that the Company determines that the purchase or usage of Tokens is illegal in a certain jurisdiction, the Company may cease operations in that jurisdiction, or adjust Tokens in a way to comply with applicable law.

Purchaser bears responsibility for complying with transfer restrictions

Tokens may be placed on third-party exchanges, giving future purchasers and users an opportunity to openly buy Tokens. A user seeking to enter the ASTRA Platform following the Token Launch will have to buy Tokens on such exchanges. Conversely, Tokens may be sold on such exchanges if the holder of Tokens would like to exit the ASTRA Platform ecosystem. Existing laws on the circulation of securities in certain countries, such as the United States of America, China, South Korea, Canada and Singapore, may prohibit the sale of the Tokens to the residents of those countries. When buying Tokens, Purchasers should be aware of the restrictions on their subsequent sale.

GENERAL SECURITY RISKS



Risk of theft and hacking

Token generation events and initial coin offerings are often targeted by hackers and bad actors. Hackers may attempt to interfere with the Purchaser's digital wallet, whether located on the ASTRA Platform or otherwise, (the "**Purchaser's Wallet**"), the ASTRA Smart Contract or the availability of Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. Any such attack may result in theft of a Purchaser's Tokens.

Private keys

Tokens purchased by a Purchaser may be held by a Purchaser in the Purchaser's Wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's Wallet or vault storing the Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's Tokens. The Company is not responsible for and shall be held harmless in respect of any such losses.

Failure to map a public key to Purchaser's Wallet

Failure of the Purchaser to map a public key to such Purchaser's Wallet may result in third parties being unable to recognize buyer's Token balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the ASTRA Platform.

Risk of incompatible wallet service

The wallet or wallet service provider used for the acquisition and storage of the Tokens has to be technically compatible with the Tokens. The failure to assure this may result in the Purchaser not being able to gain access to its Tokens.

Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or other technical advances such as the development of quantum computers, could present risks to cryptocurrencies, the Ethereum blockchain and Tokens, which could result in the theft or loss of Tokens.

Internet transmission risks

There are risks associated with using Tokens including, but not limited to, the failure of hardware, software, and internet connections. The Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the ASTRA Platform and Tokens, howsoever caused.



Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Cryptocurrency transactions are deemed to be made when recorded on a public ledger, which is not necessarily the date or time when the transaction is initiated.

ASTRA PLATFORM DISCLOSURES

No guarantee that the ASTRA Platform will be developed

Each Purchaser acknowledges, understands and agrees that such Purchaser should not expect and there is no guarantee or representation or warranty by the Company that:

- the ASTRA Platform will ever be adopted;
- the ASTRA Platform will be adopted as developed by the Company or Gemstra Foundation and not in a different or modified form;
- a blockchain utilizing or adopting the Tokens will ever be launched; and
- a blockchain will ever be launched with or without changes to the ASTRA Platform and with or without a distribution matching the fixed balance of Initial Tokens (as defined below).

Furthermore, the Tokens initially generated upon the Token Launch (“**Initial Tokens**”) will not have any functionality or rights on the ASTRA Platform and holding Initial Tokens is not a guarantee, representation or warranty that the holder will be able to use the ASTRA Platform, or receive any tokens utilized on the ASTRA Platform, even if the ASTRA Platform is launched and the ASTRA Smart Contract is adopted, of which there is no guarantee, representation or warranty made by the Company.

Risks associated with the ASTRA Platform and associated software and/or infrastructure

The ASTRA Platform is based on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the Tokens and/or the ASTRA Platform to malfunction or function in an unexpected or unintended manner.

The Ethereum blockchain rests on open source protocol for value exchange, and accordingly there is the risk that the ASTRA Platform and/or ASTRA Smart Contract may contain intentional or unintentional bugs or weaknesses which may negatively affect Tokens or result in the loss or theft of Tokens or the loss of ability to access or control Tokens. In the event of such a software bug or weakness, there may be no remedy and Token holders are not guaranteed any remedy, refund or compensation.

On the Ethereum blockchain, timing of block production is determined by proof of work so block production can occur at random times. For example, Ether transferred to the Company’s recipient digital wallet address in the final seconds of a distribution period may not get included for that period.



Purchaser acknowledges and understands that the Ethereum blockchain may not include the Purchaser's transaction at the time the Purchaser expects, and the Purchaser may not receive the Tokens the same day the Purchaser sends payment. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. The Purchaser acknowledges and understands that Ethereum block producers may not include the Purchaser's transaction when the Purchaser wants or the Purchaser's transaction may not be included at all.

Ether, the native unit of account of the Ethereum blockchain may itself lose value in ways similar to the Tokens, and also other ways. More information about Ethereum is available at <http://www.ethereum.org>.

Risks associated with the Company's Business.

The ASTRA Platform's success depends on its continued innovation to provide new, and improve upon existing, products and services that make the ASTRA Platform useful for users. As a result, the Company must continually invest significant resources in research and development to improve the attractiveness and comprehensiveness of its products and services and effectively incorporate new mobile, internet, blockchain and other technologies into them. If the Company is unable to continue offering high-quality, innovative products and services, it may be unable to attract additional users or retain current users, which could harm its business, results of operations and financial condition.

In addition, the Company's success depends on its ability to continue to attract users to its ASTRA Platform and enhance their engagement with its products and services. The ASTRA Platform's existing and potential competitors include, but are not limited to, companies that operate, or could develop similar mobile applications and websites. These companies could devote greater technical and other resources than the Company has available, have a more accelerated timeframe for deployment and leverage their existing user bases and proprietary technologies to provide products and services that users might view as superior to the ASTRA Platform's offerings. Any of the ASTRA Platform's future or existing competitors may introduce different solutions that attract users or provide solutions similar to the ASTRA Platform's but with better branding or marketing resources. If the Company is not able to continue to attract users to the ASTRA Platform, its business, results of operations and financial condition would be harmed.

The ASTRA Platform's future success also substantially depends on the continued use of the internet as the primary medium for its proposed operations. For any number of reasons, internet use may not continue to develop as the Company anticipates. If users begin to build communities outside of the ASTRA Platform and the Company fails to innovate, its business, results of operations and financial condition may be negatively impacted. Further, the ASTRA Platform's market, especially using blockchain technology, is in the early stages of development, and significant shifts in custom and use habits occur constantly and rapidly. The Company continues to learn a great deal about the market participants as the industry evolves. The Company may not successfully anticipate or keep pace with industry changes, and it may invest considerable financial, personnel and other resources to pursue strategies that do not, ultimately, prove effective such that its business, results of operations and financial condition may be harmed.



The potential users of the ASTRA Platform are affected by local, regional, national and international economic conditions and other events and occurrences that affect the use of the ASTRA Platform.

Irreversible nature of blockchain transactions

Transactions involving Tokens that have been verified, and thus recorded as a block on the blockchain, generally cannot be undone. Even if the transaction turns out to have been in error, or due to theft of a user's Tokens, the transaction is not reversible. Further, at this time, there is no governmental, regulatory, investigative, or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen cryptocurrencies and digital tokens. Consequently, the Company may be unable to replace missing Tokens or seek reimbursement for any erroneous transfer or theft of Tokens.

Amendments to protocol

The development team and administrators of the source code for Ethereum blockchain or the ASTRA Smart Contract could propose amendments to such network's protocols and software that, if accepted and authorized, or not accepted, by the network community, could adversely affect the supply, security, value, or market share of Tokens.

Risk of mining attacks

As with other decentralized cryptocurrencies, the Ethereum blockchain, which is used for the Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks.

Any successful attacks present a risk to the Tokens, expected proper execution and sequencing of Tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of the Company and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining attacks, as described above, may also target other blockchain networks, with which the Tokens interact with and consequently the Tokens may be impacted also in that way to the extent described above.

COMPANY DISCLOSURES

Legal structure of Token generator

The Company is an exempted company incorporated in the Cayman Islands pursuant to the Companies Law (Revised) of the Cayman Islands. An exempted company is a body corporate which has separate legal personality capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, and having perpetual succession. The constitution of an exempted company is contained in two documents, the memorandum of association and the articles of association (the "**Articles**"). The Articles typically provide that there



must be at least one director of a Cayman company. Generally, the Articles will specify that the management of a Cayman company is the responsibility of, and is carried out by, its board of directors. If the Articles permit it, a Cayman company may indemnify officers and directors of the company from all liabilities and expenses incurred by search persons in the performance of their duties.

The memorandum of association of a Cayman Islands company must specify the authorised share capital of such company (if limited by shares) or the level of the guarantee (if limited by guarantee). The memorandum of association will state how the membership of the company operates and what the members' respective rights are. As a Token holder, you are not a party to the memorandum of association or the Articles, are not a member of the Company and are not entitled to any right or interest in or to shares of the Company and have no rights to appoint or remove the board of directors of the Company.

Because Tokens confer no governance rights of any kind with respect to the ASTRA Platform or the Company, all decisions involving the Company's products or services within the ASTRA Platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the ASTRA Platform and the value and/or utility of any Token you own.

Dependence on management team

The ability of the ASTRA Platform project team which is responsible for maintaining competitive position of the ASTRA Platform is dependent to a large degree on the services of a senior management team. The loss or diminution in the services of members of such senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the ASTRA Platform and the value of the Tokens. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this competition may seriously affect the Company's ability to retain its existing senior management and attract additional qualified senior management personnel, which could have a significant adverse impact on the ASTRA Platform and the value of the Tokens.

Risks related to reliance on third parties

Even if completed, the ASTRA Platform will rely, in whole or in part, on third-parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third-parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, any of which might have a material adverse effect on the ASTRA Platform and the value of the Tokens.

Insufficient interest in the ASTRA Platform and the Tokens

It is possible that the ASTRA Platform or Tokens will not be used by a large number of individuals, businesses and organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the ASTRA Platform and the value of the Tokens.



ASTRA Platform development risks

The development of the ASTRA Platform and/or ASTRA Smart Contract may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.

Changes to the ASTRA Platform

The ASTRA Platform is still under development and may undergo significant changes over time. Although Associated Parties intend for the ASTRA Platform to have the features and specifications set forth in this whitepaper, changes to such features and specifications may be made for any number of reasons, any of which may mean that the ASTRA Platform does not meet the expectations of the Purchaser.

Other projects

The ASTRA Platform may give rise to other, alternative projects, promoted by parties that are affiliated or unaffiliated with the Associated Parties, and such projects may provide no benefit to the ASTRA Platform.

Disclosures relating to conflicts of interest

Any of the Associated Parties may be engaged in transactions with related parties and conflicts of interest may arise, potentially resulting in the conclusion of transactions on terms not determined by market forces.



9 ACKNOWLEDGEMENTS AND WARRANTIES BY PURCHASERS

ACKNOWLEDGEMENTS

By (i) accessing or accepting possession of any information in this whitepaper (or any part thereof) or (ii) transferring payment (whether in fiat currency or cryptocurrency) and agreeing to purchase the Tokens, each Purchaser agrees and acknowledges that:

1. the Tokens do not and are not intended to constitute securities in any jurisdiction. This whitepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction;
2. the Tokens are not intended as securities or other assets to be used for speculative trading purposes. The Company does not operate an exchange for Tokens and there is no guarantee of the future value of the Tokens. The Company does not take any responsibility for any trade in Tokens in or through third-party exchanges. The possibility exists that the Tokens could be worth nothing;
3. this whitepaper does not constitute or form part of any opinion on, any advice to buy or sell, or any solicitation of any offer to purchase any Tokens nor shall it or any part of it nor the fact of its presentation form the basis of, or be relied upon in connection with, any contract or any investment or purchase decision;
4. no regulatory authority in any applicable jurisdiction has examined or approved of the information set out in this whitepaper and the publication, distribution or dissemination of the whitepaper to you does not imply that any applicable laws, regulatory requirements or rules have been complied with;
5. any agreement as between the Company and a Purchaser, and in relation to any sale and purchase, of Tokens is, in the absence of Purchase Documents, to be governed by this whitepaper;
6. notwithstanding any other section of this whitepaper, and to the extent permissible by applicable laws, the Company shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this whitepaper or any part thereof by a Purchaser;
7. no information in the whitepaper should be considered to be business, legal, financial or tax advice regarding the Company, the Tokens or the Token Launch;
8. they should consult their own legal, financial, tax or other professional adviser regarding the Company and its respective businesses and operations, the Tokens and the Token Launch;
9. that Company may collect information from the operation of the ASTRA Platform sent by the Purchaser's computer, mobile phone, or other access device. This information may include the Purchaser's IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as the Purchaser's browser type, and the pages the Purchaser accessed on the Company's website. When the Purchaser uses a location-enabled device with the Company's website, the Company may collect geographical location data or use various means to determine the location, such as sensor data from the Purchaser's device that may, for instance, provide data on nearby cell towers and wi-fi access spots. When the Purchaser accesses the website or ASTRA Platform, the Company or its applicable third party service providers on behalf of the Company may place small data files called cookies on the Purchaser's computer or other device. The Company



may share the Purchaser's personal data with third parties in order to complete the Token Launch, reveal or suppress fraud, fix technical bugs or eliminate security problems. The Company will disclose the Purchaser's personal data in so far as is necessary to complete the Token Launch and fulfil the purposes set out above. The processing of the Purchaser's personal information shall otherwise be in accordance with the terms of the Company's privacy policies in effect from time to time;

10. the Company will process the Purchaser's personal data to market, conduct and perform technical analysis on the completion of the Token Launch. Processing of the Purchaser's personal data will also be carried out in order to: (a) fulfil the Company's obligations under this whitepaper and under applicable law (including to comply with its AML and KYC policies and procedures); (b) complete the Purchaser's registration; (c) provide technical support and (d) to assist the Company in the development of the ASTRA Platform and the performance of the activities set out in this whitepaper;
11. it may receive commercial electronic messages and advertising materials from Company or third parties by order of the Company on the email address and the mobile phone number that the Purchaser provided to the Company throughout the use of the website or ASTRA Platform. At any time, the Purchaser will be entitled to withdraw its consent to receive such materials by following the instructions provided in such materials; and
12. all agreements, notices, disclosures and other communication that the Company provide pursuant to this whitepaper or in connection with or related to the Purchaser's acquisition of Tokens, may be provided by the Company, in its sole discretion, to the Purchaser, in electronic form.

WARRANTIES

By (i) accessing or accepting possession of any information in this whitepaper (or any part thereof) or (ii) transferring payment (whether in fiat currency or cryptocurrency) and agreeing to purchase the Tokens, each Purchaser represents and warrants to the Company as follows:

1. that they have read, understood and accepted sole responsibility for the disclosed and undisclosed risks, disclaimers and other disclosures inherent in participating in the Token Launch and the purchasing of Tokens as set out in this whitepaper;
2. that they are not a citizen or resident of any jurisdiction or territory into which a sale or distribution of the Token would be unlawful (each a "**Prohibited Territory**") and are not purchasing the Tokens on behalf of, whether directly or indirectly, a citizen of any Prohibited Territory;
3. that they have the power to enter into, exercise any rights and perform and comply with their obligations under this whitepaper and their entry into, exercise of their rights and/or performance of or compliance with their obligations under this whitepaper including accessing, distribution or dissemination of this whitepaper, is not prohibited or restricted by the applicable laws, regulations or rules in the Purchaser's jurisdiction or country of residence, and where any restrictions in relation to the aforementioned are applicable, the Purchaser:
 - a. accepts sole liability for non-compliance with such applicable laws, regulations and rules in the Purchaser's jurisdiction or country of residence; and
 - b. has observed and complied with all such applicable laws, regulations and rules in the Purchaser's jurisdiction or country of residence at the Purchaser's own and sole expense;



4. that all actions, conditions and things required to be taken, fulfilled and done:
 - a. in order to enable the Purchaser to lawfully enter into, exercise their rights and perform and comply with their obligations imposed by this whitepaper and to ensure that those obligations are legally binding and enforceable; and
 - b. for the issue of the Tokens on the terms and conditions set out in this whitepaper, have been taken, fulfilled and done;
5. that all the Purchaser's obligations under this whitepaper are valid, binding and enforceable on such Purchaser in accordance with their terms;
6. that the Purchaser has adequate understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based systems, cryptocurrency wallets or other related coin/token storage mechanisms, blockchain technology and smart contract technology;
7. that the Purchaser is not exchanging cryptocurrencies for Tokens for the purpose of speculative investment or for the purpose of exchanging one form of virtual currency for another, with the present intention of delivering the Tokens to another person, in a coordinated series of steps intended to complete a single transaction; and
8. that all of the above representations and warranties are true, complete, accurate and non-misleading from the time of the Purchaser's pre-registration (where applicable) and purchase of Tokens pursuant to the Token Launch.



10 OTHER NOTICES

AML AND KYC

Measures aimed at the prevention of money laundering and terrorist financing will require a Purchaser to verify their identity and/or the source of funds to the Company. This procedure may apply on all or any of (i) the initial purchase of the Tokens, (ii) the use of the ASTRA Platform, (iii) the transfer of the Tokens, (iv) the receipt of any Tokens via the ASTRA Platform or ASTRA Smart Contract or (v) as the Company deems necessary or desirable in connection with its AML and KYC policies and procedures.

By way of example, an individual may be required to produce the original passport or identification card or copy duly certified by a public authority such as a notary public, the police or the ambassador in his country of residence, together with two original documents evidencing his address such as a utility bill or bank statement or duly certified copies. In the case of corporate applicants this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and of the Memorandum and Articles of Association (or equivalent), and of the names and residential and business addresses of all directors and beneficial owners.

The details given above are by way of example only and the Company will request such information and documentation as it considers is necessary to verify the identity and source of funds of a prospective Purchaser.

Each Purchaser acknowledges that the Company shall be held harmless against any loss arising as a result of a failure to provide such information and documentation as has been requested by the Company.

Each Purchaser further acknowledges and agrees that any failure by them to comply with the Company's requests in relation to measures aimed at the prevention of money laundering and terrorist financing, may result in action being taken against the Purchaser in respect of the Tokens including, without limitation, the suspension or withdrawal of the Purchaser's account on the ASTRA Platform or the Tokens held by them.

Tax Information Exchange Obligations

The Purchaser acknowledges that the Company may be subject to certain obligations (the "**Tax Information Exchange Obligations**") to gather and disclose to the competent authorities information relating to purchasers of Tokens under: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto ("**FATCA**"); (ii) any other legislation, regulations, or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting, and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the Cayman Islands (or any Cayman Islands government body) and the U.S. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement, or implement the legislation, regulations or guidance described in (i) and (ii), including the OECD



Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the foregoing.

The Purchaser hereby agrees to execute properly and provide to the Company in a timely manner any documentation or other information that the Company or its agents may request in writing from time to time in connection with the Tax Information Obligations. The Purchaser waives any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit the Company's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Purchaser from providing any requested information or documentation, or (ii) the disclosure by the Company and its agents of the provided information or documentation to applicable regulatory authorities.

Without limitation, the Purchaser hereby agrees to provide any documentation or other information regarding the Purchaser and the Purchaser's beneficial owners requested by the Company or its agents in connection with the Tax Information Exchange Obligations. If the Purchaser provides information and/or documentation that is in anyway misleading, or the Purchaser fails to provide the Company or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by the Company, or a risk of the Company or its Token holders being subject to withholding tax or other penalties), the Company reserves the right:

- to take any action and/or pursue all remedies at the Company's disposal including, without limitation, compulsory reversion of Purchaser's acquisition of Tokens in full or in part; and
- to hold back from any reversion proceeds in respect of the Tokens so reverted, any liabilities, costs, expenses, or taxes arising (directly or indirectly) from such action or inaction.

Further, the Purchaser shall have no claim against the Company, or any of the Company's agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Company in order to comply with the Tax Information Exchange Obligations.