

ALLIANCE AGREEMENT

BETWEEN:

Warp Capital Management

- and -

BlockRock Capital

- and -

FINSTREAM OÜ

- and -

Ulysses Solutions Ltd.

- and -

Kazhiloti Zurab

hereinafter, alone or collectively, referred to as “**Party**” or “**Parties**”, or “**Alliance**”, hereby entered into this Alliance Agreement (hereinafter, the “**Agreement**”) on 25 January 2021, for the purpose of creating a strategic alliance to mutually benefit the involved Parties.

Being the professional participants and/or experts of the Decentralized Finance (hereinafter, the “**DeFi**”) market and in an effort to collaborate to mutual benefit, the Parties without forming a jointly owned entity and each Party bearing its own cost on Alliance formation agree to abide by the following:

1. Alliance Principals

- a. Ensuring the principles of decentralization in all projects, including the activities of the Alliance itself;
- b. The Alliance is for the benefit of the development of a Free TON network, and in particular is focused on the development of Free TON ecosystem in the DeFi field;
- c. Ensuring a high professional level of the Alliance’s projects, corresponding to the best world analogues and practices.

2. Right and Obligations of the Parties

The Parties agree during the term of this Agreement:

- a. to honor and to comply with the Principals of Alliance (Section 1 of the Agreement);

- b. to work together on a project or series of projects in the field of the digital assets and blockchain;
- c. to take an active role in the activity related to Free TON as mutually agreed by the Parties;
- d. to sign and comply with the Free TON Charter (<https://freeton.org/dod>);
- e. to develop a DeFi ecosystem in the Free TON network that can compete and interact synergistically with the DeFi ecosystems of other blockchains;
- f. to promote, facilitate and encourage the projects in the decentralized finance field;
- g. to provide financial and human resources for the development of the Alliance's projects. The terms and conditions of providing resources shall be developed in the Alliance's working groups, to be formed by the Management Committee for each of the projects;
- h. to set up the short- and long-term goals of the Alliance upon its formation or at the Management Committee sessions.

3. Short-term goals of the Alliance for the 1st half of 2021:

- a. creating the necessary infrastructure to attract and maintain strong teams and projects in the field of Free TON DeFi;
- b. creating partnerships with major companies with large amounts of liquidity and/or a large number of transactions;
- c. attracting liquidity from other projects to Free TON in the aggregate amount of at least \$10 000 000 (ten million) US dollars.

4. Warranties of the Parties

Each Party warrants to the other Party on the date of this Agreement that such a Party (i) has full power and authority to enter into this Agreement and such Agreement constitutes its/his valid and legally binding obligation, enforceable in accordance with its terms, and (ii) has entered into this Agreement for its own account and not for the account of another.

5. Performance Period

This Agreement shall be valid for an indefinite period unless terminated by mutual agreement of the Parties, in writing.

6. Management Committee

Each Party shall appoint 2 (two) individuals to form the Management Committee with the following individuals are hereby appointed as the first members of the Management Committee:

- Warp Capital Management:
 - Sergey Dzhurinskii, Managing Partner
 - Ignat Shapkin, Portfolio Manager
- BlockRock Capital:
 - Revaz Shmertz, Director
 - Evgeny Zandman, Managing Partner

- FINSTREAM OÜ:
 - Sergey Shashev, Co-founder, CBDO
 - Vladislav Ponomarev, CEO
- Ulysses Solutions Ltd.
 - Vladimir Maslyakov, VP of Business Development
 - Nikita Inshakov, Head of Marketing
- Kazhiloti Zurab
- Kazhiloti Irakli

The Management Committee shall among other things conduct operational management of the Alliance's activities and represent the Alliance in the relationships with other parties.

7. Management Committee Sessions

The members of the Management Committee shall meet monthly starting from 26 January 2021 being the date of the first session of the Management Committee. The Management Committee's members shall meet in person or run a meeting in a Telegram group, or by means of other technologies of distant communication.

At any meeting of the members of the Management Committee, the whole Management Committee shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, then a majority of the members present may adjourn the meeting to another date or time, without further notice thereof.

A meeting at which a quorum is present may continue to transact business, and any action taken shall be approved by at least a majority of the members present, except as may be otherwise specifically provided (i.e. acceptance of the new members to the Alliance).

The Management Committee shall keep regular minutes of its meetings and maintain them in any format agreed by the members of the Management Committee.

8. Membership

Any person that wishes to become a Party of the Alliance shall apply for membership and shall:

- provide all particulars and information requested by the Parties;
- pass an interview and a closed AMA (ask me anything) session both to be conducted by the Management Committee;
- if accepted, execute a joinder to this Agreement substantially in the form attached hereto as Exhibit A and execute and deliver any additional documents requested by the Alliance.

Acceptance of the new members shall be carried out by the decision of $\frac{3}{4}$ of votes of all the members of the Management Committee.

Refusal of an application for Membership is in the Management Committee absolute discretion and the Management Committee will not be obliged to give reasons for refusing to admit any party as a member of the Alliance.

If, in the opinion of the Parties, the conduct or presence of the other Party prejudices the Principals and interests of the Alliance, the Parties with the agreement of the $\frac{3}{4}$ of the votes of all the members of the Management Committee may request that this Party withdraws from the Alliance whereas, this Party cease to be the Party of this Agreement.

9. Partnership

Neither Party is an agent or representative of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or otherwise bind the other Party.

10. Non-exclusivity

Neither Party shall be required to devote their full time and attention to the business of the Alliance and may engage in any other business and/or be concerned or interested in any other company, entity, alliance or business.

11. Confidentiality

The Parties acknowledge that during the term of this Agreement they may become aware of information that is considered confidential or private in nature.

By acknowledging the above the Parties also agree to keep all information obtained during the term of this Agreement private as deemed so.

12. Indemnification

Each Party agrees to hold the opposite Party harmless in the instance of injury, loss, or damages outside of cases of willful misconduct or gross negligence.

13. Intellectual Property

All materials and property belonged to the Party shall remain the intellectual property of the respective Party.

Unless written notice is provided, no intellectual property shall exchange ownership during the term of this Agreement.

14. Termination

Each Party may withdraw from the Alliance with one (1) month written notice, which may be given at any time during the term hereof.

15. Force Majeure

The Parties hereto shall not be liable for failure of performance hereunder if such is caused by force majeure or circumstances beyond their respective control, but such suspension of performance shall be limited to the period during which such cause of failure exists.

16. Language

The Parties hereto have agreed to have this Agreement and all related documents drafted solely in English.

17. Extended Meanings

Words importing the singular number include the plural and vice versa and words importing gender include all genders.

18. Assignment

At no point during the term of this Agreement shall either Party delegate or assign any portion of this Agreement to any non-authorized third party entities.

19. Notices

A notice which is required or permitted under the Agreement to be served on a Party may be served:

- by hand; or
- by post in a pre-paid envelope; or
- by email.

The Parties will receive all notifications to the following addresses:

Warp Capital Management	Address: P.O. Box 10008, Willow House, Cricket Square, George Town, Grand Cayman KY1-1001, Cayman Islands. For the attention of Cary Marr and Leo Kassam, Directors. Email: ds@warp.is , ai@warp.is , is@warp.is , cmarr@paradigm.ky , lkassam@paradigm.ky
BlockRock Capital	Address: Governons Square, 2nd Floor, 23 Lime Tree Bay Avenue, POB 1569, KY1-1110 Grand Cayman, CAYMAN ISLANDS. For the attention of Revaz Shmertz, Director. Email: rs@br.capital , es@br.capital , td@br.capital
FINSTREAM OÜ	Address: Harju maakond, Tallinn, Lasnamäe linnaosa, Katusepapi tn 4/2, 11412 Email: fin@broxus.com , ss@dexpa.io , vp@broxus.com
Ulysses Solutions Ltd.	Address: Lotus Corporate Services Ltd., of 3A Little Denmark Complex, 147 Main Street, P.O. Box 4473, Road Town, Tortola, British Virgin Islands, VG 1110. Email: contact@minergate.com , maslyakov@gmail.com , n.inshakov@gmail.com
Kazhiloti Zurab	Address: 121165, Russia, Moscow, Kutuzovskiy avenue 35/30, apt. 66 Email: Zurab@bitscale.capital

20. Severability

If any condition within this Agreement is found to be invalid or unenforceable the Parties shall obtain the right to replace said condition with a similar enforceable provision as deemed necessary.

Upon the substitution of any conditions in this Agreement all other conditions will remain in full effect and shall not be altered.

21. Dispute resolution

The Parties through friendly consultations at the Management Committee should resolve any dispute arising from or in relation to this Agreement. Should the Parties be unable within 30 (thirty) calendar days to resolve the dispute, the dispute shall be referred to voting at the Management Committee and $\frac{3}{4}$ of the votes of the Management Committee shall take the decision.

22. Applicable Law

All disputes, controversy or claims arising out of or in connection or in relation to this Agreement, including any question regarding its existence, validity or termination, shall be governed by and construed in accordance with the laws of the Cayman Islands. The Parties hereby irrevocably submit to the jurisdiction of such court to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with this Agreement.

23. Entire Agreement

This Agreement constitutes the entire agreement of all the Parties hereto with respect to the subject-matter hereof and, except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations, undertakings and Agreements of all Parties hereto respecting the subject-matter hereof. There are no representations, undertakings or agreements of any kind between all the Parties hereto respecting the subject matter hereof except those contained herein. This agreement replaces all previous agreements between the Parties as of the date of the signature of this agreement.

24. Counterparts

This Agreement may be executed in several counterparts bearing original or facsimile signatures, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date above written.

Signature pages to follow

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

For Warn Capital Management

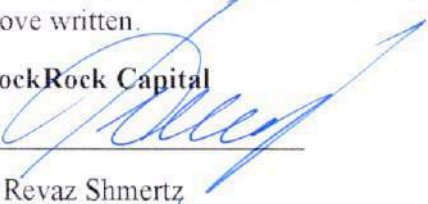


Name: Cary Marr

Title: Director

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

For BlockRock Capital



Name: Revaz Shmertz

Title: Director

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

For FINSTREAM OÜ

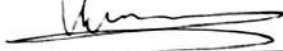
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Name: Gerda Kruberg

Title: Member of management board

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

For Ulysses Solutions Ltd.



Name: Vladimir Muslyakov

Title: Director

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

Zurab Kazhiloti



EXHIBIT A

See attached.

By execution hereof, the undersigned hereby agrees to be bound by that certain Alliance Agreement, dated as of 25 January 2021 (as the same may be amended, restated, modified or supplemented from time to time, the “**Alliance Agreement**”), and further agrees to be bound by all of the terms and conditions of the Alliance Agreement.

By: _____
Name:
Title: