

# SOMA FINANCE, INCORPORATED

## Series A Preferred Shares

### Represented by SOMA Tokens

### Subscription Agreement

### \$2.75 Per Token

THE SERIES A PREFERRED SHARES, REPRESENTED BY SOMA TOKENS, SOLD PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SERIES A PREFERRED SHARES SECURITY TOKENS DESCRIBED HEREIN.

THE PURCHASE OF THE SERIES A PREFERRED SHARES SECURITY TOKENS INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

THE SERIES A PREFERRED SHARES SECURITY TOKENS ARE BEING SOLD AS RESTRICTED SECURITIES UNDER REGISTRATION EXEMPTIONS FURTHER DESCRIBED HEREIN. AS SUCH, THESE SERIES A PREFERRED SHARES SECURITY TOKENS MAY ONLY BE SOLD OR TRANSFERRED IN CONJUNCTION AND COMPLIANCE WITH ALL RELEVANT SECURITIES LAWS.

The undersigned understands that SOMA Finance, Incorporated, d/b/a SOMA.finance®, a C Corporation organized under the laws of the State of Delaware (the “**Issuer**”), is offering an aggregate of up to 4,000,000 Series A Preferred Shares, represented by SOMA tokens (the “**Tokens**”) in a private placement.

The Tokens, utilizing the symbol “SOMA” will be cryptographically secure tokens in ERC-20 format created and tracked on the Ethereum blockchain. The Tokens will be purchased, delivered and trade on the SOMA.finance platform. In order to subscribe and receive Tokens the undersigned must register and be accepted on the SOMA.finance platform.

This offering is made pursuant to the Offering Memorandum, dated May 24, 2024, including the Confidential Information referred to, and incorporated, therein, and such other information as may be provided to you, from time to time, by the Issuer (collectively, the “**Offering Documents**”). The undersigned further understands that the offering is being made without registration of the Tokens under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any securities law of any state of the United States or of any other jurisdiction, and is being made only to non-U.S. Persons (as defined in Rule 902(k) of Regulation S) acquiring the tokens in an “offshore transaction” in accordance with Rule 903 or 904 of Regulation S.

1. Subscription. Subject to the terms and conditions of this subscription agreement (the “**Subscription Agreement**”), on the date of the Closing referred to in Section 3 hereof, the undersigned shall purchase from the Issuer, and the Issuer shall sell and issue to the undersigned, Tokens in the amount indicated in Appendix A to this Subscription Agreement.

2. Acceptance of Subscription and Issuance of Tokens. It is understood and agreed that the Issuer shall have the sole right, in its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that this subscription shall be deemed to be accepted by the Issuer only when it is signed by a duly authorized representative of the Issuer and delivered to the undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Tokens may be allocated among subscribers as determined by the Issuer. Notwithstanding anything in this Subscription Agreement to the contrary, the Issuer shall have no obligation to issue any of the Tokens to any person who is a resident of a jurisdiction in which the issuance of Tokens to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction (collectively referred to as the “**State Securities Laws**”).

3. The Closing. The closing of the purchase and sale of the Tokens to the undersigned (the “**Closing**”) shall take place electronically no later than forty-five (45) days following the date of the Offering Memorandum. Such time may be extended at the sole discretion of the Issuer.

4. Payment for Tokens. Payment for the Tokens shall be received by the Issuer from the undersigned in the form of United States dollars (“**USD**”) by wire, USDC tokens (“**USDC**”) or other means approved by the Issuer at or prior to the Closing, in the

amount as set forth in Appendix A hereto.

5. Representations and Warranties of the Issuer. As of the Closing, the Issuer represents and warrants that:

(a) *Due Organization, etc.* The Issuer is a C corporation duly formed and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has the corporate power and authority to operate its business as it is currently being conducted and to own, lease and operate its properties, and is duly qualified and is in good standing as a foreign entity authorized to do business in each jurisdiction in which the nature of its business or its ownership or leasing of property requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the Issuer.

(b) *No Integration.* None of the Issuer or any of their respective affiliates (as such term is defined in Rule 501 under the Securities Act) (each, an "**Affiliate**"), or any person acting on its or any of their behalf has, directly or indirectly, solicited any offer to buy, sold or offered to sell any security which is or would be integrated with the sale of the Tokens in a manner that would require the offer and sale of the Tokens to be registered under the Securities Act.

(c) *No Public Offering.* None of the Issuer or any of their respective Affiliates, or any person acting on its or any of their behalf has, directly or indirectly, solicited offers for or offered or sold the Tokens in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act. To the extent the Issuer or any of their respective Affiliates engage in general solicitation in connection with the Tokens, such general solicitation shall be in compliance with Rule 506 and such offers and sales will not be deemed a public offering.

(d) *Compliance with Anti-Money Laundering Laws.* The operations of the Issuer and its affiliates are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable anti-money laundering statutes of all jurisdictions where the Issuer or any of its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Issuer, threatened.

(e) *OFAC Compliance.* Neither the Issuer nor any of its affiliates nor, to the knowledge of the Issuer, any director, officer, agent, employee or affiliate of the Issuer or any of its affiliates is an individual or entity (a "**Person**") that is, or is owned or controlled by a Person that is, currently the subject or target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Issuer or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Sudan and Syria (each, a "**Sanctioned Country**"); and the Issuer will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (i) to fund or facilitate any activities of or business with any Person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities or business in any Sanctioned Country [in violation of Sanctions] or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as initial purchaser, advisor, investor or otherwise) of Sanctions. Since the Issuer's inception, the Issuer and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

6. Representations, Warranties and Covenants of the Undersigned. The undersigned hereby represents and warrants to and covenants with the Issuer that:

(a) General.

(i) The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Tokens, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

(ii) The undersigned is a resident of the country/state set forth on the signature page hereto and is not acquiring the Tokens as a nominee or agent or otherwise for any other person.

(iii) The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Tokens and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Issuer shall have no responsibility therefor.

(b) Information Concerning the Issuer.

- (i) The undersigned, together with his, her or its advisors, has had an opportunity to access, review, and evaluate the Offering Documents and the Confidential Information. The undersigned has not been furnished any offering materials other than the Offering Documents and has relied only on the information contained therein in connection with the purchase of the Tokens. The undersigned understands that media reports and social media discussions regarding the Tokens should not be relied upon in making a decision to purchase the Tokens and represents that he/she has not relied on any such media or social media reports in deciding to execute this Subscription Agreement and purchase the Tokens.
- (ii) The undersigned understands that no public or other market now exists for the Tokens, and that the Issuer has made no assurances that a market will ever exist for the Tokens.
- (iii) The undersigned understands and accepts that the purchase of the Tokens involves various risks, including the risks outlined in the Offering Documents and in this Subscription Agreement. The undersigned represents that it is able to bear any loss associated with an investment in the Tokens.
- (iv) The undersigned confirms that it is not relying on any communication (written or oral) of the Issuer or any of their respective Affiliates as investment or tax advice or as a recommendation to purchase the Tokens. It is understood that information and explanations related to the terms and conditions of the Tokens provided in the Offering Documents or otherwise by the Issuer or any of their respective Affiliates shall not be considered investment or tax advice or a recommendation to purchase the Tokens, and that none of the Issuer or any of their respective Affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Tokens. The undersigned acknowledges that none of the Issuer or any of their respective Affiliates has made any representation regarding the proper characterization of the Tokens for purposes of determining the undersigned's authority to invest in the Tokens.
- (v) The undersigned is familiar with the business and financial condition and operations of the Issuer as generally described or incorporated in the Offering Documents. The undersigned has had access to such information concerning the Issuer and the Tokens as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Tokens.
- (vi) The undersigned understands that, unless the undersigned notifies the Issuer in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing.
- (vii) The undersigned acknowledges that the Issuer has the right in its sole and absolute discretion to abandon this private placement at any time prior to the completion of the offering. This Subscription Agreement shall thereafter have no force or effect and the Issuer shall return any previously paid subscription price of the Tokens, without interest thereon, to the undersigned.
- (viii) The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Tokens or made any finding or determination concerning the fairness or advisability of this investment.

(c) Non-Reliance.

- (i) The undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Issuer as investment advice or as a recommendation to purchase the Tokens, it being understood that information and explanations related to the terms and conditions of the Tokens and the other transaction documents that are described in the Offering Documents shall not be considered investment advice or a recommendation to purchase the Tokens.
- (ii) The undersigned confirms that the Issuer has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Tokens or (ii) made any representation to the undersigned regarding the legality of an investment in the Tokens under applicable legal investment or similar laws or regulations. In deciding to purchase the Tokens, the undersigned is not relying on the advice or recommendations of the Issuer the undersigned has made its own independent decision that the investment in the Tokens is suitable and appropriate for the undersigned.

(d) Status of Undersigned.

- (i) The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Tokens. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Tokens and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Tokens as an investment in light of its own circumstances and financial condition and the undersigned is able to

bear the risks associated with an investment in the Tokens and its authority to invest in the Tokens. The undersigned understands that the payment on the Tokens at maturity or earlier redemption may be less, and perhaps significantly less, than the principal amount of the Tokens.

(ii) The undersigned is a non-U.S. Person (as defined in Rule 902(k) of Regulation S) acquiring the tokens in an "offshore transaction" in accordance with Rule 903 or 904 of Regulation S. The undersigned agrees to furnish any additional information requested by the Issuer or any of its Affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Tokens. The undersigned has completed the Confidential Purchaser Questionnaire or has completed any similar electronic questionnaire to assess and verify accredited investor status, and the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof. Any information that has been furnished or that will be furnished by the undersigned to evidence its status as an accredited investor is accurate and complete and does not contain any misrepresentation or material omission.

(iii) The undersigned has sufficient knowledge and familiarity with distributed ledger technology, often referred to as "blockchain" technology, to be capable of evaluating the merits and risks on investing in digital assets recorded using distributed ledger technology. Such knowledge includes, but is not limited to, sufficient familiarity with transacting in digital assets, utilizing blockchain "wallets", digital token security and transference and storage protocols for digital assets.

(e) Restrictions on Transfer or Sale of Tokens.

(i) The undersigned is acquiring the Tokens solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Tokens. The undersigned understands that the Tokens have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Issuer is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) The undersigned understands that the Tokens are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "**Commission**") provide in substance that the undersigned may dispose of the Tokens only pursuant to an effective registration statement under the Securities Act or an exemption therefrom; and the undersigned understands that the Issuer has no obligation or intention to register any of the Tokens, or to take any affirmative action so as to permit sales pursuant to the Securities Act (including pursuant to Rule 144 thereunder). Accordingly, the undersigned understands that under the Commission's rules, the undersigned may dispose of the Tokens principally only in "private placements" that are exempt from registration under the Securities Act, in which event the transferee will acquire "restricted securities" subject to the same limitations as in the hands of the undersigned. *Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Tokens for an indefinite period of time.*

(iii) The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Tokens or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Tokens under the Securities Act and all applicable State Securities Laws, or in a transaction that is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; (B) that the Tokens will bear a legend making reference to the foregoing restrictions; and (C) that the Issuer and its affiliates shall not be required to give effect to any purported transfer of such Tokens except upon compliance with the foregoing restrictions.

(iv) The undersigned is not and for so long as the undersigned holds any Tokens (I) will not be (A) an employee benefit plan or other plan subject to Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), or any entity or other person whose assets constitute (or are deemed for purposes of ERISA or the Code to constitute) the assets of any such plan or (B) another employee benefit plan subject to U.S. federal, state or local laws, or non U.S. laws, which are substantially similar to Section 406 of ERISA or Section 4975 of the Code unless the undersigned purchase and holding of the Tokens would not violate such substantially similar laws, or (II) is not subject to ERISA and, with respect to the undersigned's purchase and holding of the Tokens, is eligible for coverage under one or more statutory or administrative exemptions from the prohibited transaction rules of ERISA and the Internal Revenue Code.

(v) Either (I) the undersigned is not and, for so long as the undersigned holds any Tokens, will not be, an employee benefit plan or other plan subject to Section 406 of ERISA or Section 4975 of the Code, another employee benefit plan subject to U.S. federal, state or local laws, or non-U.S. laws, which are substantially similar to Section 406 of ERISA or Section 4975 of the Code, or any entity or other person whose assets constitute (or are deemed for purposes of ERISA or the Code to constitute) the assets of any such plan or (II) the undersigned's purchase and holding of the Tokens will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or a non-exempt violation of any such substantially similar laws.

8. Conditions to Obligations of the Undersigned and the Issuer. The obligations of the undersigned to purchase and pay for the principal amount of Tokens specified in Appendix A and of the Issuer to sell the Tokens are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Issuer contained in Section 5 and Section 6 hereof and of the undersigned contained in Section 7 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

9. Obligations Irrevocable. The obligations of the undersigned hereunder shall be irrevocable.

10. Legend. The Tokens will include a legend in substantially the following form:

**"THIS TOKEN HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE ISSUER HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS."**

11. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

12. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Issuer or the undersigned without the prior written consent of the other party.

13. Waiver of Jury Trial. THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. [EACH PARTY TO THIS SUBSCRIPTION AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of Tokens by the undersigned ("**Proceedings**"), the undersigned irrevocably submits to the jurisdiction of the courts of the State of New York located in New York County, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

15. Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

17. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid:

(i) If to the Issuer, at the following address:

SOMA FINANCE, INCORPORATED  
430 Park Avenue  
19<sup>th</sup> Floor  
New York, New York 10028  
support@soma.finance

(ii) If to the undersigned, to the undersigned at the address set forth by the undersigned on the SOMA.finance platform; or at such other address as the undersigned shall have specified by notice in writing to the Issuer, with a copy to:

18. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Issuer and the Closing, (ii) changes in the transactions, documents and instruments described in the Offering Documents that are not material or that are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

20. Notification of Changes. The undersigned shall notify the Issuer upon the occurrence of any event prior to the closing of the purchase of the Tokens pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

21. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of \_\_\_\_\_.

Please indicate here if you are signing in your capacity as an individual, or on behalf of an entity:

**PURCHASER (if an individual):**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

**PURCHASER (if an entity):**

By: \_\_\_\_\_

Legal Name of Entity: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

I am a non-U.S. Person (as defined in Rule 902(k) of Regulation S) acquiring the tokens in an "offshore transaction" in accordance with Rule 903 or 904 of Regulation S

I acknowledge that the Tokens are being sold as restricted securities under the registration exemptions described herein. I acknowledge that these Tokens may not be sold or otherwise transferred by me absent the consent of the Issuer and compliance with all relevant securities laws.

**I further acknowledge that any violation of this restriction will be reported to the relevant authorities and may subject any Tokens I own to immediate forfeiture without the requirement of further legal or regulatory proceedings.**

State/Country of Domicile or Formation: \_\_\_\_\_

The offer to purchase Tokens as set forth above is confirmed and accepted by the Issuer as to \_\_\_\_\_ Tokens.

**SOMA FINANCE, INCORPORATED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX A**  
**CONSIDERATION TO BE DELIVERED**

Tokens to be Acquired

Aggregate Purchase Price to be Paid

\_\_\_\_\_ Tokens \$ \_\_\_\_\_

**Wiring Instructions To Purchase with Fiat Currency**

	Beneficiary:	SOMA Finance, Incorporated 430 Park Avenue 19 <sup>th</sup> Floor New York, New York 10022 USA
	Account Number:	4830 9615 9702
	Routing Number:	026009593
	SWIFT Code (US Dollars):	BOFAUS3N
	SWIFT Code (Other Fiat):	BOFAUS6S

**Wiring Instructions To Purchase with Crypto Currency**

	Beneficiary:	SOMA Finance, Incorporated 430 Park Avenue 19 <sup>th</sup> Floor New York, New York 10022 USA
	Smart Contract Address:	<i>Please purchase through the Starter product on the SOMA Finance platform</i>