

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is effective as of December 31, 2020, by and among (i) [REDACTED] **FI, INC.**, a corporation established and existing under the laws of the State of Delaware, with its principal place of business at 99 John St., #1405, New York, NY 10038 (the “**Seller**”); (ii) [REDACTED] **NETWORK LIMITED**, a private company incorporated under the laws of England and Wales, with its principal place of business at 1 Bartholomew Lane, London, England, EC2N 2AX (the “**Parent**”); and (iii) [REDACTED] **S KEYFI LLC**, a limited liability company organized under the laws of Delaware (the “**Buyer**”, and together with the Parent, each is a “**Buyer Party**”). The Seller, the Parent, and the Buyer shall be referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

WHEREAS, the Seller has been engaged in, *inter alia*, development and provision of a product which is a unique, true self-custody implementation leveraging multi-party computation purpose-built for interconnectivity between the DeFi and CeFi world (the “**Business**”); and

WHEREAS, the Seller desires to sell, and the Buyer desires to purchase, the Seller Assets; and

WHEREAS, at or prior to the Closing, each of the Transferring Persons shall have entered into an employment or consulting arrangement with the Buyer, together with a confidential information and invention assignment agreement, reflecting the terms set forth in Section 7.7(a) below (collectively, the “**Key Engagement Agreements**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in consideration of the representations, warranties herein contained, and the intention to be legally bound hereby, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms shall have the following meanings for all purposes of this Agreement:

“**Affiliates**” Means, with respect to a Person, any direct or indirect subsidiary of such Person and any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

“**Applicable Law**” Means, with respect to either an individual or a corporation, any law existing as of the date hereof applicable to such individual or corporation or any of their respective properties and assets, officers, directors, employees, consultants or agents.

“**Assumed Liabilities**” As defined in Section 2.2(a).

“**Business**” As defined in the Recitals to this Agreement.