

**UltrAlpha Platform Token ("UAT"):
Innovative Digital Asset Management Service Platform**

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Background

With global policy development and adoption of digital assets underway, an increasing number of professional investment institutions are looking to enter the digital asset management market. However, the main pain point in the industry is that investors have limited access to good investment or wealth management products, while it is also difficult for trading teams or digital asset management firms to reach out to the right investors for their fundraising purpose.

The root cause of this issue derives from the lack of formal broker dealer structure in the digital asset industry. In traditional finance, a broker dealer is an integral part of capital market structure which functions to connect investors with investment products and supporting client trading and capital raising needs. However, this broker dealer function is yet to be fully developed for the digital asset industry, leading to lack of effective communication mechanism between investors and investment targets.

Therefore, it is critical to establish this collaboration channel for both investors and asset management firms. In the current market, a digital asset exchange is the only effective platform connecting and serving both trading clients and investors through its trading products and wallet management capability.

Our Vision

Building on deep strategic collaboration with all the top-tier digital asset exchanges and brokers, UAT strives to provide investors with a professional investment service platform for selecting quality asset management products, as well as to effectively support fund raising needs of trading teams and crypto funds. Furthermore, the platform will offer the wide range of fund administrative services for trading teams and funds including but not limited to, account management, performance auditing, PL reporting, asset transfer, etc. All these services, whether provided to investors, trading teams or funds, will be provided through web-based reporting or on adhoc basis. As a result, the

trading teams and funds can focus their resources more on their own trading and investment strategies to potentially achieve higher return.

What is UAT Platform?

UAT platform is a professional digital asset management service platform with the mission to provide investors with broad selection of quality digital asset investment products.

UAT platform's comprehensive service offering to asset management teams:

- Work with all the professional asset management and trading teams to coordinate the launch of their investment products.
- Open up all the investment products to top-tier digital asset exchanges or trading platforms.
- A series of professional fund admin services to asset management teams, ranging from account management, performance audit to PL reporting as well as various other administrative management services.

UAT platform's comprehensive service offering to fund investors:

- Conduct independent due diligence ("DD") on asset management fund and publish DD result per request.
- Provide wallet management service for each investment product to safeguard client asset.
- Conduct fund performance audit and PL reporting for each investment product.
- Investors can utilize and consume UAT token on the platform for any inquiry, transfer, redemption and other administrative operational services.
- The activities of the UAT platform are of a supporting and service nature, solely restricted to connecting trading teams/funds with their end customers, and shall not carry out any fund/securities management, financial advisory, investment, brokerage, deposit taking or banking activities. In all dealings with customers, it shall not function as contracting principal.

What is UltrAlpha Token (UAT)

The native digital cryptographically-secured utility token of the UAT platform (UAT) is a transferable representation of attributed functions specified in the protocol/code of the UAT platform, designed to play a major role in the functioning of the ecosystem on the UAT platform, and intended to be used solely as the primary utility token on the platform.

The UAT issued and sold in connection with the token sale are being created as ERC20 compliant tokens on the Ethereum protocol.

UAT is a non-refundable functional utility token which will be used as the payment medium of service exchange between participants on the UAT platform. The goal of introducing UAT is to provide a convenient and secure mode of payment and settlement between participants who interact within the ecosystem on the UAT platform. UAT does not in any way represent any shareholding, participation, right, title, or interest in the Foundation, the Distributor, its affiliates, or any other company, enterprise or undertaking, nor will UAT entitle token holders to any promise of fees, dividends, revenue, profits or investment returns, and are not intended to constitute securities in Singapore or any relevant jurisdiction. UAT may only be utilised on the UAT platform, and ownership of UAT carries no rights, express or implied, other than the right to use UAT as a means to enable usage of and interaction within the UAT platform.

UAT provides the economic incentives which will be distributed to encourage users to participate in the ecosystem on the UAT platform. UAT is an integral and indispensable part of the UAT platform, because without UAT, there would be no incentive for users to participate in activities on the UAT platform. Users of the UAT platform and/or holders of UAT which did not actively participate will not receive any UAT incentives.

The limit of 500 million UAT is strictly imposed without any further increase.

UAT are designed to be consumed/utilised, and that is the goal of the UAT token sale.

Allocation Plan

- 40% of total issuance is set aside for presales - private sales and public sales
- 40% to be released and distributed daily to encourage users to participate in the ecosystem on the UAT platform.
- 20% for team

The contributions in the token sale will be held by the Distributor (or its affiliate) after the token sale, and contributors will have no economic or legal right over or beneficial interest in these contributions or the assets of that entity after the token sale. To the extent a secondary market or exchange for trading UAT does develop, it would be run and operated wholly independently of the Foundation, the Distributor, the sale of UAT and the UAT platform.

Unlock and Release Mechanism

10% of presale (20 million UAT) will be unlocked and released on the first day when UAT is listed on the digital asset trading platform / exchange.

Every time when UAT is listed on a certified top-tier exchange or trading platform, 5% of presale portion (10 million UAT) will be subsequently unlocked and released.

Unlock and Release Schedule

Unlock and release schedule is based on the user's rate of participation in the UAT platform. For every UAT mined, one UAT will released and unlocked from presale portion and half UAT from team portion.

UAT Holder Rights and Ecosystem

Participation incentives

By purchasing various investment products available on the UltrAlpha platform, users would be incentivised with the proportionate number of UAT tokens (i.e. "mining" on

the UAT platform).

Utilization of UAT

Service fees: Investors can utilize UAT token as the platform currency to pay for all services on the UAT platform, for example inquiry, transfer, redemption, purchase and other administrative operational services. All UAT paid to the platform as payment for services will be deposited in for payment will be subject to permanent lock-up.

Loyalty rewards: As part of the loyalty reward, if users carry out a certain volume of transactions, they would be entitled to certain rebates of transaction fees (to be paid in UAT).

Ecosystem development: In order to promote long term development of the UAT platform, all third-party service providers on the UAT platform would be required to set aside 10% of earnings to promote ecosystem participation.

Pledge: there would also be various applications in which an amount of UAT, as the native platform currency, would be required to be locked-up and set aside in order to indicate level of commitment of the initiator, before the initiator will be allowed to carry out the specified function.

In particular, it is highlighted that UAT: (a) is non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual currency) or any payment obligation by the Foundation, the Distributor or any affiliate; (b) does not represent or confer on the token holder any right of any form with respect to the Foundation, the Distributor (or any of its affiliates), or its revenues or assets, including without limitation any right to receive future dividends, revenue, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property or licence rights), or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the UAT platform, the Foundation, the Distributor and/or their service providers; (c) is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

NOTICE AND DISCLAIMER

PLEASE READ THE ENTIRETY OF THIS "NOTICE AND DISCLAIMER" SECTION CAREFULLY. NOTHING HEREIN CONSTITUTES LEGAL, FINANCIAL, BUSINESS OR TAX ADVICE AND YOU SHOULD CONSULT YOUR OWN LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S) BEFORE ENGAGING IN ANY ACTIVITY IN CONNECTION HEREWITH. NEITHER ULTRALPHA FOUNDATION LTD. (THE FOUNDATION), ANY OF THE PROJECT TEAM MEMBERS (THE UAT TEAM) WHO HAVE WORKED ON THE UAT PLATFORM (AS DEFINED HEREIN) OR PROJECT TO DEVELOP THE UAT PLATFORM IN ANY WAY WHATSOEVER, ANY DISTRIBUTOR/VENDOR OF ULTRALPHA TOKENS (THE DISTRIBUTOR), NOR ANY SERVICE PROVIDER SHALL BE LIABLE FOR ANY KIND OF DIRECT OR INDIRECT DAMAGE OR LOSS WHATSOEVER WHICH YOU MAY SUFFER IN CONNECTION WITH ACCESSING THIS WHITEPAPER, THE WEBSITE AT [HTTPS://ULTRALPHA.IO/](https://ultralpha.io/) (THE WEBSITE) OR ANY OTHER WEBSITES OR MATERIALS PUBLISHED BY THE FOUNDATION.

All contributions will be applied towards development and promotion of a digital asset management platform which provides investors with broad selection of quality digital asset investment products. The Foundation, the Distributor and their various affiliates would develop, manage and operate the UAT platform.

The Whitepaper and the Website are intended for general informational purposes only and does not constitute a prospectus, an offer document, an offer of securities, a solicitation for investment, or any offer to sell any product, item or asset (whether digital or otherwise). The information herein may not be exhaustive and does not imply any element of a contractual relationship. There is no assurance as to the accuracy or completeness of such information and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information. Where the Whitepaper or the Website includes information that has been obtained from third party sources, the Foundation, the Distributor, and/or the UAT team have not independently verified the accuracy or completion of such information. Further, you acknowledge that circumstances may change and that the Whitepaper or the Website

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Nothing in the Whitepaper or the Website constitutes any offer by the Foundation, the Distributor or the UAT team to sell any UAT (as defined herein) 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 investment decision. Nothing contained in the Whitepaper or the Website is or may be relied upon as a promise, representation or undertaking as to the future performance of the UAT platform. The agreement between the Distributor and you, in relation to any sale and purchase of UAT, is to be governed by only the separate terms and conditions of such agreement.

By accessing the Whitepaper or the Website (or any part thereof), you represent and warrant to the Foundation, the Distributor, its affiliates, and the UAT team as follows:

- (a) in any decision to purchase any UAT, you have not relied on any statement set out in the Whitepaper or the Website;
- (b) you will and shall at your own expense ensure compliance with all laws, regulatory requirements and restrictions applicable to you (as the case may be);
- (c) you acknowledge, understand and agree that UAT may have no value, there is no guarantee or representation of value or liquidity for UAT, and UAT is not for speculative investment;
- (d) none of the Foundation, the Distributor, its affiliates, and/or the UAT team members shall be responsible for or liable for the value of UAT, the transferability and/or liquidity of UAT and/or the availability of any market for UAT through third parties or otherwise; and
- (e) you acknowledge, understand and agree that you are not eligible to purchase any UAT if you are a citizen, national, resident (tax or otherwise), domiciliary and/or green card holder of a geographic area or country (i) where it is likely that the sale of UAT would be construed as the sale of a security (howsoever named), financial service or investment product and/or (ii) where participation in token sales is prohibited by applicable law, decree, regulation, treaty, or administrative act (including without limitation the United States of America, Canada, New Zealand, People's Republic of China (but not including the special administrative regions of Hong Kong and Macau,

and the territory of Taiwan), the Republic of Korea, Thailand, and the Socialist Republic of Vietnam).

The Foundation, the Distributor and the UAT team do not and do not purport to make, and hereby disclaims, all representations, warranties or undertaking to any entity or person (including without limitation warranties as to the accuracy, completeness, timeliness or reliability of the contents of the Whitepaper or the Website, or any other materials published by the Foundation or the Distributor). To the maximum extent permitted by law, the Foundation, the Distributor, their affiliates and service providers shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including, without limitation, any liability arising from default or negligence on the part of any of them, or any loss of revenue, income or profits, and loss of use or data) arising from the use of the Whitepaper or the Website, or any other materials published, or its contents (including without limitation any errors or omissions) or otherwise arising in connection with the same. Prospective purchasers of UAT should carefully consider and evaluate all risks and uncertainties (including financial and legal risks and uncertainties) associated with the UAT token sale, the Foundation, the Distributor and the UAT team.

The information set out in the Whitepaper and the Website is for community discussion only and is not legally binding. No person is bound to enter into any contract or binding legal commitment in relation to the acquisition of UAT, and no virtual currency or other form of payment is to be accepted on the basis of the Whitepaper or the Website. The agreement for sale and purchase of UAT and/or continued holding of UAT shall be governed by a separate set of Terms and Conditions or Token Purchase Agreement (as the case may be) setting out the terms of such purchase and/or continued holding of UAT (the Terms and Conditions), which shall be separately provided to you or made available on the Website. In the event of any inconsistencies between the Terms and Conditions and the Whitepaper or the Website, the Terms and Conditions shall prevail.

No regulatory authority has examined or approved of any of the information set out in the Whitepaper or the Website. 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 the Whitepaper or the Website does not imply that the applicable laws, regulatory requirements or rules have been complied with.

The information set out herein is only conceptual, and describes the future development goals for the UAT platform to be developed. The Whitepaper or the Website may be amended or replaced from time to time. There are no obligations to update the Whitepaper or the Website, or to provide recipients with access to any information beyond what is provided herein.

All statements contained herein, statements made in press releases or in any place accessible by the public and oral statements that may be made by the Foundation, the Distributor and/or the UAT team, may constitute forward-looking statements (including statements regarding intent, belief or current expectations with respect to market conditions, business strategy and plans, financial condition, specific provisions and risk management practices). You are cautioned not to place undue reliance on these forward-looking statements given that these statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results to be materially different from that described by such forward-looking statements, and no independent third party has reviewed the reasonableness of any such statements or assumptions. These forward-looking statements are applicable only as of the date indicated in the Whitepaper, and the Foundation, the Distributor as well as the UAT team expressly disclaim any responsibility (whether express or implied) to release any revisions to these forward-looking statements to reflect events after such date.

The use of any company and/or platform names or trademarks herein (save for those which relate to the Foundation, the Distributor or its affiliates) does not imply any affiliation with, or endorsement by, any third party. References in the Whitepaper or the Website to specific companies and platforms are for illustrative purposes only.

The Whitepaper and the Website may be translated into a language other than English and in the event of conflict or ambiguity between the English language version and translated versions of the Whitepaper or the Website, the English language versions shall prevail. You acknowledge that you have read and understood the English language

version of the Whitepaper and the Website.

No part of the Whitepaper or the Website is to be copied, reproduced, distributed or disseminated in any way without the prior written consent of the Foundation or the Distributor.

Risks

You acknowledge and agree that there are numerous risks associated with purchasing UAT, holding UAT, and using UAT for participation in the UAT platform. In the worst scenario, this could lead to the loss of all or part of the UAT which had been purchased. **IF YOU DECIDE TO PURCHASE UAT, YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE FOLLOWING RISKS:**

Uncertain Regulations and Enforcement Actions: The regulatory status of UAT and distributed ledger technology is unclear or unsettled in many jurisdictions. The regulation of virtual currencies has become a primary target of regulation in all major countries in the world. It is impossible to predict how, when or whether regulatory agencies may apply existing regulations or create new regulations with respect to such technology and its applications, including UAT and/or the UAT platform. Regulatory actions could negatively impact UAT and/or the UAT platform in various ways. The Foundation, the Distributor (or its affiliates) may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. After consulting with a wide range of legal advisors and continuous analysis of the development and legal structure of virtual currencies, a cautious approach will be applied towards the sale of UAT. Therefore, for the token sale, the sale strategy may be constantly adjusted in order to avoid relevant legal risks as much as possible.

Inadequate disclosure of information: As at the date hereof, the UAT platform is still under development and its design concepts, consensus mechanisms, algorithms, codes, and other technical details and parameters may be constantly and frequently updated and changed. Although this white paper contains the most current information relating to the UAT platform, it is not absolutely complete and may still be adjusted and updated

by the UAT team from time to time. The UAT team has no ability and obligation to keep holders of UAT informed of every detail (including development progress and expected milestones) regarding the project to develop the UAT platform, hence insufficient information disclosure is inevitable and reasonable.

Failure to develop: There is the risk that the development of the UAT platform will not be executed or implemented as planned, for a variety of reasons, including without limitation the event of a decline in the prices of any digital asset, virtual currency or UAT, unforeseen technical difficulties, and shortage of development funds for activities.

Security: Hackers or other malicious groups or organisations may attempt to interfere with UAT and/or the UAT platform in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, there is a risk that a third party or a member of the Foundation, the Distributor or its affiliates may intentionally or unintentionally introduce weaknesses into the core infrastructure of UAT and/or the UAT platform, which could negatively affect UAT and/or the UAT platform.

Other risks: In addition, the potential risks briefly mentioned above are not exhaustive and there are other risks (as more particularly set out in the Terms and Conditions) associated with your purchase, holding and use of UAT, including those that the Foundation or the Distributor cannot anticipate. Such risks may further materialise as unanticipated variations or combinations of the aforementioned risks. You should conduct full due diligence on the Foundation, the Distributor, its affiliates and the UAT team, as well as understand the overall framework, mission and vision for the UAT platform prior to purchasing UAT.