UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13A-16 OR 15D-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of April, 2026

Commission File Number: 001-41353

Genius Group Limited
(Translation of registrant's name into English)

3 Temasek Avenue,
#18-01, Centennial Tower,
Singapore 039190
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): _____.

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): _____.

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

On April 16, 2026, the Company consummated an offering of common shares based upon the securities purchase agreement it entered into with certain investors, including American Ventures LLC as lead investor for the purchase and sale of 2,297,297 of its ordinary shares, no par value ("ordinary shares", or the "common stock"), at a public offering price of $0.37 per share. It also issued to each purchaser whose purchase of shares of our common stock in this offering would otherwise result in the purchaser, together with its affiliates and certain related parties, beneficially owning more than 4.99% (or, at the election of the purchaser, 9.99%) of the outstanding shares of common stock immediately following the consummation of this offering, the opportunity to purchase, if the purchaser so chooses, 19,324,324 pre-funded warrants (the "Pre-Funded Warrants") to purchase shares of common stock in lieu of shares of common stock. Each Pre-Funded Warrant is exercisable for one share of our common stock and is immediately exercisable and will expire when exercised in full. The purchase price of each Pre-Funded Warrant is $0.3699, which is equal to the price per share of common stock being sold to the public, minus $0.0001, and the exercise price of each Pre-Funded Warrant will be $0.0001 per share.

D. Boral Capital LLC acted as the exclusive placement agent for the Offering. The placement agent was paid the following: a cash fee equal to 7.0% of the aggregate gross proceeds from the sale of the common stock and Pre-Funded Warrants in this offering, and a non-accountable expense allowance equal to 1% of the aggregate gross proceeds from the sale of the common stock and Pre-Funded Warrants in this offering. In addition, we have agreed to pay expenses of legal counsel and other out-of-pocket expenses in an amount not to exceed $150,000.

For a period of thirty days following the closing of this offering, pursuant to "lock-up" agreements, our executive officers, directors and holders of more than five percent of our common stock have agreed not to, without the prior written consent of the Placement Agent, directly or indirectly offer, pledge, sell, contract to sell, grant any option to purchase, lend, or otherwise transfer or dispose of any equity securities of the Company, or enter into any swap, hedge, or other arrangement that transfers any of the economic consequences of ownership of such securities, subject to certain exceptions. In addition, for a period of two months following the closing of this offering, we have agreement not to, without the prior written consent of the Placement Agent, directly or indirectly offer, pledge, sell, contract to sell, grant any option to purchase, lend, or otherwise transfer or dispose of any equity securities of the Company, or enter into any swap, hedge, or other arrangement that transfers any of the economic consequences of ownership of such securities, subject to certain exceptions, including certain exempt issuances under our current at the market offering.

The closing of the Offering which occurred on April 16, 2026, was subject to the satisfaction of customary closing conditions. The Company received aggregate gross proceeds of $8 million from the Offering, before deducting placement agent fees and other related expenses.

The Company used $5.5 million of the net proceeds from the Offering to fund the acquisition of a Senior Secured Convertible Promissory Note that is immediately convertible into 9.9% of the equity of Jewel Financial Limited, the sole shareholder of Jewel Bancorp Limited, Bermuda's only dual-licensed digital bank, progressing its previously announced GENIUS Act plans of becoming a Permitted Payment Stablecoin Issuer and Digital Asset Service Provider.

In addition to the cash consideration, the Company issued 15,000,000 restricted ordinary shares (and/or prefunded warrants in lieu thereof) to the sellers at a deemed price of $0.40 per share as further consideration for the acquisition in a transaction exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended. The 15 million restricted shares (and prefunded warrants in lieu thereof) are subject to a registration rights agreement with the Company and the holders of the restricted shares and prefunded warrants in lieu thereof to file a resale registration statement on Form F-3 within 14 days of closing and to be effective within 60 days.

Jewel Bancorp Limited holds both a full banking license and a Class F digital asset business license issued by the Bermuda Monetary Authority under the Digital Asset Business Act 2018. Jewel Bank is developing a US dollar-denominated stablecoin (JUSD) and digital asset banking services, including custody, settlement, and stablecoin infrastructure. The remainder of the net proceeds will be used to support working capital needs and general corporate purposes. Jewel Bancorp Limited is a Bermuda exempted company that holds both a full banking license and a Class F digital asset business license issued by the Bermuda Monetary Authority under the Digital Asset Business Act 2018, making it Bermuda's only dual-licensed digital bank. Jewel Bank is developing a US dollar-denominated stablecoin (JUSD) and digital asset banking services, including custody, settlement, and stablecoin infrastructure. The Bank is pending final approvals and launch, which is anticipated later this year. A portion of the net proceeds from this Offering will be used to fund the Company's acquisition of a Senior Secured Convertible Promissory Note immediately convertible into 9.9% of the equity of Jewel Financial Limited, the sole shareholder of Jewel Bancorp Limited.

EXHIBITS

5.1	Legal Opinion
10.1	Form of Securities Purchase Agreement
10.2	Form of Prefunded Warrant
10.3	Form of Placement Agency Agreement
10.4	Form of Lockup Agreement
10.5	Form of Note Purchase Agreement
10.6	Form of Registration Rights Agreement
23.1	Auditor Consent
99.1	Press Releases with regard to the offering

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GENIUS GROUP LIMITED

Date: April 22, 2026

By: */s/ Roger Hamilton*
Name: Roger Hamilton
Title: Chief Executive Officer
(*Principal Executive Officer*)

JOSEPHLOPEZ LLP
Advocates & Solicitors

6 Shenton Way #07-11
OUE Downtown 2
Singapore 068809
Tel: (65) 6339 4040 (Main)
Email: mail@joseph-lopez.com

Your Ref : To be advised
Our Ref : 202671169.JL.KY.PC.YT.ah
Date : 16 April 2026

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Dear Sirs,

GENIUS GROUP LIMITED (THE "COMPANY") – LEGAL OPINION IN CONNECTION WITH THE PROSPECTUS SUPPLEMENT TO THE REGISTRATION STATEMENT ON FORM F-3 (REGISTRATION NO. 333-288534)

1. We have acted as Singapore legal counsel to the Company in connection with the offering and sale by the Company of its securities pursuant to a prospectus supplement (the "**Prospectus Supplement**") to be filed with the United States Securities and Exchange Commission (the "**SEC**") under Rule 424(b) of the Securities Act of 1933, as amended (the "**Securities Act**"), supplementing the base prospectus contained in the Company's Registration Statement on Form F-3 (Registration No. 333-288534) (as amended, the "**Registration Statement**").

2. This opinion is delivered pursuant to Section 2.2(a)(ii) of the Securities Purchase Agreement dated April 15, 2026 between the Company and the purchasers identified therein (the "**Purchase Agreement**").

3. We are instructed that the Prospectus Supplement relates to the offer and sale by the Company of the following securities:

   a. Up to 2,297,297 Ordinary Shares, no par value per share, of the Company (the "**Shares**"), at a purchase price of US$0.37 per Share;

b. Pre-funded Warrants to purchase up to 19,324,324 Ordinary Shares (the "**Pre-funded Warrants**"), at a purchase price of US$0.3699 per Pre-funded Warrant; and

c. Up to 19,324,324 Ordinary Shares issuable upon exercise of the Pre-funded Warrants at an exercise price of US$0.0001 per share (the "**Pre-funded Warrant Shares**").

(together, the "**Securities**")

4. For rendering of this opinion, we have examined copies of the following documents / instructions that were provided to us by way of emails from the Company (including authorized representatives thereof) between 11 April 2026 to 16 April 2026, and/or obtained via searches against the electronic records of the Accounting and Corporate Regulatory Authority of Singapore ("**ACRA**") and SEC's EDGAR database:

a. The Registration Statement on Form F-3 dated 7 July 2025, as amended by Amendment No. 1 thereto filed on 16 July 2025 and Amendment No. 2 thereto filed on 18 July 2025, including the Base Prospectus exhibited therein, which became effective on 18 July 2025;

b. The Prospectus Supplement dated April 15, 2026;

c. The Purchase Agreement dated April 15, 2026 between the Company and the Purchasers in executed form;

d. The Placement Agency Agreement dated April 15, 2026 between the Company and D. Boral Capital, LLC in executed form;

e. The Pre-funded Ordinary Shares Purchase Warrant issued on April 16, 2026 (together with the Purchase Agreement and the Placement Agency Agreement, the "**Documents**");

f. The Constitution of the Company ("**Constitution**") adopted by special resolution passed on 7 April 2025;

g. The Company's business profile information with ACRA dated 14 April 2026, confirming that the Company is a public company limited by shares;

h. The resolution in writing of the board of directors of the Company dated 10 April 2026, in respect of paragraph 3 above ("**Board Resolution**");

i. The Notice of Annual General Meeting ("**AGM**") dated 3 June 2025 which contains, among other things, the proposed Ordinary Resolution 6 (authority to issue Class A Shares pursuant to Section 161 of the Companies Act 1967) (the "**Shareholders' Resolutions**");

j. The minutes of AGM dated 7 July 2025, evidencing that the Shareholders' Resolutions have been duly passed;

k. The ACRA Searches (as defined in paragraph 5(c) below);

l. The Court Searches (as defined in paragraph 5(d) below); and

m. Such other documents as we have considered necessary or desirable in order that we may render this opinion.

5. Save as expressly provided in this paragraph, we express no opinion whatsoever with respect to any document described in paragraph 4 of this legal opinion. In this regard, we have assumed:

a. The correctness of all facts stated in all documents submitted to us, and that such documents have not been rescinded, modified, supplemented or superseded;

b. The genuineness of all signatures and seals on all documents and the completeness, and the conformity to original documents, of all copies submitted to us;

c. That the information disclosed by the searches on the Company and its subsidiaries, GeniusU Limited, Wealth Dynamics Pte Ltd and Entrepreneur Resorts Pte Ltd annexed hereto at **Appendix A** (the "**ACRA Searches**") against the electronic records of ACRA is true and complete, such information has not since then been materially altered, and the aforesaid searches did not fail to disclose any material information which has been delivered for filing but did not appear on the public file at the time of the searches;

d. That the information disclosed by the electronic searches of the Admiralty, Appeal Cases, Bankruptcy, Bills of Sale, Civil Cases, Enforcement, and Insolvency modules in respect of the period from 1 January 2024 to 15 April 2026, on the Cause Book Search of the Singapore Judiciary's Integrated Electronic Litigation System annexed hereto at **Appendix B** (the "**Court Searches**") is true and complete, such information has not since then been materially altered, and the aforesaid searches did not fail to disclose any material information which has been delivered for filing but did not appear on the public file at the time of the searches;

e. That where a document has been submitted to us in draft form, it will be executed in the form of that draft;

f. The board of directors of the Company or, as the case may be, such person(s) as authorised by the board of directors of the Company shall, before the allotment, issuance and delivery of the Securities, resolve to approve (or shall have resolved to approve) the allotment, issuance and delivery of such number of Securities in accordance with the particulars in the Registration Statement and the Prospectus Supplement;

g. The Registered Securities will be issued either (i) pursuant to the Shareholders' Resolution obtained at the AGM before conclusion of the next AGM subsequent to the date of this letter or the date by which the next AGM subsequent to the date of this letter is required by law to be held, whichever is the earlier (the "**Shareholders' Resolution Expiration Date**"); or (ii) in

the event that the Registered Securities are issued after the Shareholders' Resolution Expiration Date, pursuant to a further approval of the Shareholders validly obtained pursuant to Section 161 of the Companies Act 1967 of Singapore;

h. The Company has obtained, or will obtain prior to the allotment and issuance of the Securities, all necessary corporate approvals, including any approvals required under the Company's Constitution and the rules and regulations of NYSE;

i. The Purchase Price for the Securities shall have been fully paid in accordance with the terms of the Purchase Agreement and the Placement Agency Agreement;

j. The Company has reserved from its duly authorised capital stock a sufficient number of Ordinary Shares for issuance upon exercise of the Pre-funded Warrants;

k. The Pre-funded Warrants shall be exercised in accordance with their terms and the applicable exercise price shall be fully paid upon exercise;

l. Due compliance with all matters concerning the laws of all jurisdictions other than the Republic of Singapore, including without limitation the Securities Act, the Securities Exchange Act of 1934 (as amended), the rules and regulations of the SEC and the rules and requirements of NYSE;

m. The Registration Statement is, and at the time of the allotment and issuance of the Securities will remain, effective under the Securities Act, and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC;

n. That no event has occurred or will occur which would cause the Company to cease to be eligible to use Form F-3 under the Securities Act;

o. That the Prospectus Supplement and all documents incorporated by reference therein shall have been duly filed with the SEC, and the Prospectus Supplement and Base Prospectus together contain all information required by the Securities Act and the rules and regulations of the SEC thereunder;

p. That for each allotment and issuance of the Securities:

   i. such share allotment and issuance will be carried out in accordance with and not in violation of:

      (1) the requirements under the prevailing Constitution of the Company at the time of such allotment and issuance and all applicable laws and regulations that are relevant at the time of such allotment and issuance; and

(2) the terms of any agreements, documents, arrangements or transactions to which the Company and/or the shareholders of the Company are subject; and

ii. that the Company has obtained valid shareholders' and board approvals authorising the allotment and issuance of such Securities that were duly passed in accordance with the provisions of the prevailing Constitution of the Company at the time of such allotment and issuance;

q. That where Section 309B of the Securities and Futures Act 2001 of Singapore ("**SFA**") applies, no offer of the Securities was made before the notification required by Section 309B of the SFA was given, including such notification in the Registration Statement or Prospectus Supplement;

r. That the Securities will be duly offered, sold and delivered in accordance with the terms of the Purchase Agreement, the Placement Agency Agreement and, in respect of the Pre-funded Warrant Shares, the Pre-funded Ordinary Shares Purchase Warrant;

s. That the Company is not subject to any winding up, dissolution, judicial management, receivership or similar insolvency proceedings, and no such proceedings are pending or threatened against the Company.

6. Based upon and subject to the foregoing, and subject to any matters not disclosed to us, we are of the opinion that:

a. The Ordinary Shares to be issued by the Company pursuant to the Purchase Agreement and the Prospectus Supplement, when allotted, issued and delivered by the Company against payment of the purchase price in accordance with the terms of the Purchase Agreement, will be validly issued, fully paid and non-assessable.

b. The execution, delivery and performance by the Company of the Pre-funded Warrants have been duly authorised by all necessary corporate action of the Company under Singapore law. The Pre-funded Warrants, when duly executed and delivered by the Company in accordance with the terms of the Purchase Agreement, will constitute valid obligations of the Company under Singapore law, provided that we express no opinion as to the validity, binding effect or enforceability of the Pre-funded Warrants under the laws of the State of New York or any law other than Singapore law.

c. The Pre-funded Warrant Shares, when allotted, issued and delivered by the Company upon due exercise of the Pre-funded Warrants in accordance with their terms and against payment of the applicable exercise price, will be validly issued, fully paid and non-assessable.

d. For the purposes of this opinion, the term "non-assessable" means that, under the laws of the Republic of Singapore, holders of the Securities, having fully paid up all amounts due on such Securities as to the issue price thereon, are under no further personal liability to

contribute to the assets or liabilities of the Company in their capacities purely as holders of such Securities.

7. This opinion relates only to the laws of general application of the Republic of Singapore as published at the date hereof and as currently applied by the courts of the Republic of Singapore, and is given on the basis that it will be governed by and construed in accordance with the laws of the Republic of Singapore. We have made no investigation of, and do not express or imply any views on, the laws of any country other than the Republic of Singapore. In respect of the Purchase Agreement, the Placement Agency Agreement, the Pre-funded Ordinary Shares Purchase Warrant and the Registration Statement, we have assumed due compliance with all matters concerning the laws of all other jurisdictions other than the Republic of Singapore.

8. We hold ourselves out as only having legal expertise and our statements in this letter are made only to the extent that a law firm practising Singapore law in the Republic of Singapore, having our role in connection with the filing of the Prospectus Supplement, would reasonably be expected to have become aware of relevant facts and/or to have identified the implications of those facts.

9. Our opinion is strictly limited to the matters stated herein and is not to be read as extending by implication to any other matter in connection with the filing of the Prospectus Supplement or otherwise including, but without limitation, any other document signed in connection with the same.

10. Subject to the foregoing, we consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to all references to us, if any, in the Registration Statement and the Prospectus Supplement, and any amendments thereto. In giving such consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules or regulations promulgated thereunder.

11. This opinion is given based on the laws of the Republic of Singapore in force as at the date of this opinion and we undertake no responsibility to notify you of any change in the laws of the Republic of Singapore after the date of this opinion.

12. We hereby consent to the filing of this opinion letter as an exhibit to the Company's Report on Form 6-K and to the references to our firm under the heading "Legal Matters" in the related Prospectus Supplement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission thereunder.

Yours faithfully,

.....

Joseph Lopez / Kyle Yew / Kong Yen Ting
JOSEPH LOPEZ LLP

Cc (1) **GENIUS GROUP LIMITED**
3 Temasek Avenue
#18-01 Centennial Tower
Singapore 039190
Attention: Board of Directors

BY EMAIL ONLY
roger@geniusgroup.ai /
gaurav@geniusgroup.ai

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of April 15, 2026, between Genius Group Limited, a Singapore public limited corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, each a "Purchaser" and collectively, the "Purchasers").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.5.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"BHCA" shall have the meaning ascribed to such term in Section 3.1(pp).

"Bitcoin" shall have the meaning ascribed to such term in Section 3.1(u).

"Bitcoin Holdings" shall have the meaning ascribed to such term in Section 3.1(u).

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to remain closed; *provided, however*, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any Governmental Authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in New York, New York are generally are open for use by customers on such day.

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.1.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchasers' obligations to pay the Subscription Amount and (ii) the Company's obligations to deliver the Securities, in each case, have been satisfied or waived, but in no event later than the first (1^{st}) Trading Day following the date hereof (or the second (2^{nd}) Trading Day following the date hereof if this Agreement is signed on a day that is not a Trading Day or after 4:00pm (New York City time) and before midnight (New York City time) on a Trading Day).

"Commission" means the United States Securities and Exchange Commission.

"Ordinary Shares" means the ordinary shares of the Company, no par value per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Ordinary Share Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Ordinary Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Ordinary Shares.

"Company U.S. Counsel" means Jolie Kahn, Esq., with offices located at 430 Park Avenue, 19th floor, New York, NY 10022.

"Company Singapore Counsel" means Joseph Lopez LLP, with offices located at 6 Shenton Way #07-11 OUE Downtown 2 Singapore 068809.

"Disclosure Schedules" refer to the schedules attached to this Agreement.

"Disclosure Time" means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, unless otherwise instructed as to an earlier time by the Placement Agent, and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof, unless otherwise instructed as to an earlier time by the Placement Agent.

"DVP" shall have the meaning ascribed to such term in Section 2.1.

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(s).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"Federal Reserve" shall have the meaning ascribed to such term in Section 3.1(pp).

"Final Rule" shall have the meaning ascribed to such term in Section 3.1(dd).

"GDPR" shall have the meaning ascribed to such term in Section 3.1(tt).

"Generative AI Tools" shall have the meaning ascribed to such term in Section 3.1(ss).

"Governmental Authority" means any federal, state, county, local, municipal or other government or political subdivision thereof, whether domestic or foreign, and any agency, authority, commission, ministry, instrumentality, regulatory body, court, tribunal, arbitrator, central bank or other Person exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to any such government.

"IFRS" shall have the meaning ascribed to such term in Section 3.1(h).

"Incentive Plan" means the Genius Group share incentive plan introduced in 2018 and the Share Incentive Plan 2023.

"Indebtedness" means (a) any liabilities of the Company including all Subsidiaries for borrowed money or amounts owed in excess of $25,000 (other than trade accounts payable incurred in the ordinary course of business), (b) all guaranties, endorsements and other contingent obligations of the Company including all Subsidiaries in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the footnotes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; or (c) the present value of any lease payments of the Company including all Subsidiaries in excess of $25,000 due under leases required to be capitalized in accordance with IFRS, *provided, however*, Indebtedness does not include (i) indebtedness for borrowed money incurred in connection with the purchase of assets or (ii) capital leases.

"Intellectual Property Rights" shall have the meaning ascribed to such term in Section 3.1(p).

"IT Systems and Data" shall have the meaning ascribed to such term in Section 3.1(rr).

"Key Executives" means all of the Company's officers and directors as of the date hereof.

"Laws" with respect to a Person means any federal, state, local, municipal, or other laws, common law, statutes, constitutions, ordinances, rules, regulations, codes, orders, or legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by any Governmental Authority applicable to such Person or any of its Subsidiaries, including its respective business and operations.

"Liens" means a lien, charge pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Majority Interest" shall have the meaning assigned to such term in Section 5.5.

"Material Adverse Effect" shall have the meaning assigned to such term in Section 3.1(b).

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(n).

"Money Laundering Laws" shall have the meaning ascribed to such term in Section 3.1(qq).

"OFAC" shall have the meaning ascribed to such term in Section 3.1(nn).

"Per Share Purchase Price" equals $0.37 (less $0.0001 for each Pre-funded Warrant), subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of Ordinary Shares that occur after the date of this Agreement

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Personal Data" shall have the meaning ascribed to such term in Section 3.1(tt).

"Placement Agent" means D. Boral Capital LLC.

"Placement Agency Agreement" means the placement agency agreement, dated on or about the date hereof, between the Company and the Placement Agent.

"Proposed Acquisition" shall have the meaning ascribed to such term in Section 4.7.

"Privacy Laws" shall have the meaning ascribed to such term in Section 3.1(tt).

"Privacy Policies" shall have the meaning ascribed to such term in Section 3.1(tt).

"SRFC" means Sichenzia Ross Ference Carmel LLP, with offices located at 1185 Avenue of the Americas, 26th floor, New York, NY 10036.

"Pre-funded Warrants" means, collectively, the pre-funded ordinary shares purchase warrants to purchase Ordinary Shares delivered to the Purchasers at the Closing in accordance with Section 2.2(a) hereof, which pre-funded warrants shall be exercisable immediately and shall expire when exercised in full, in the form of Exhibit A attached hereto.

"Pre-funded Warrant Shares" means the Ordinary Shares issuable upon exercise of the Pre-funded Warrants.

"Pre-Settlement Period" shall have the meaning assigned to such term in Section 2.1.

"Pre-Settlement Shares" shall have the meaning assigned to such term in Section 2.1.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the final base prospectus filed for the Registration Statement, including all information, documents and exhibits filed with or incorporated by reference into such prospectus.

"Prospectus Supplement" means the supplement to the Prospectus complying with Rule 424(b) of the Securities Act, including all information, documents and exhibits filed with or incorporated by reference into such prospectus supplement, that is filed with the Commission and delivered by the Company to each Purchaser at the Closing.

"Purchaser Party" shall have the meaning ascribed to such term in Section 4.8.

"Registration Statement" means the effective registration statement on Form F-3 filed with the Commission (File No. 333-288534), and amendments thereto, including all information, documents and exhibits filed with or incorporated by reference into such registration statement, which registers the issuance and sale of the Securities to the Purchasers.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities" means the Shares, the Pre-funded Warrants and the Pre-funded Warrant Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" means the Ordinary Shares issued or issuable to each Purchaser pursuant to this Agreement, but excluding the Pre-funded Warrant Shares.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing Ordinary Shares).

"Subscription Amount" means, as to each Purchaser, the aggregate amount to be paid for Shares and/or Pre-funded Warrants purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

"Subsidiary" means any subsidiary of the Company as set forth in the SEC Reports and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"to the Knowledge of the Company," "to the Company's Knowledge" and similar words and phrases relating to the Company's "Knowledge" means the actual knowledge of any of the Key Executives of the Company upon reasonable investigation, except as otherwise specified.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Ordinary Shares are listed or quoted for trading on the date in question: the NYSE America, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTCQB, OTCQX, The Pink Open Market (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Pre-funded Warrants, the Placement Agency Agreement, and all exhibits and thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means VStock Transfer, LLC, the current transfer agent of the Company, with a mailing address of 18 Lafayette Place, Woodmere, NY 11598, and any successor transfer agent of the Company.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Ordinary Shares are then listed or quoted on a Trading Market, the daily volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on the Trading Market on which the Ordinary Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Ordinary Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Ordinary Shares are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Ordinary Shares so reported, or (d) in all other cases, the fair market value of an Ordinary Share as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

ARTICLE II.
PURCHASE AND SALE OF SHARES AND PRE-FUNDED WARRANTS

2.1 Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase, up to an aggregate of approximately 21,621,621 of Shares and Pre-funded Warrants; *provided, however*, that a Purchaser in its sole discretion, may elect to purchase Pre-funded Warrants in lieu of Shares in such manner to result in the same aggregate purchase price being paid by such Purchaser less $0.0001 per Pre-funded Warrant. Each Purchaser shall make such Purchaser's Subscription Amount as set forth on the signature page hereto executed by such Purchaser available to be delivered to the Company (or its designee) via DVP, and the Company shall deliver to each Purchaser its respective Securities, set forth on the signature page hereto and the Company and each Purchaser shall deliver the other items set forth in Section 2.2(b) deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.3(a) and 2.3(b) the Closing shall occur at the offices of Placement Agent Counsel or such other location (or remotely by electronic means) as the parties shall mutually agree. Unless otherwise directed by the Placement Agent, settlement of the Shares Pre-funded Warrants shall occur via "Delivery Versus Payment" ("DVP") (i.e., on the Closing Date, the Company shall issue the Pre-funded Warrants and Shares registered in the Purchasers' names and addresses and released by the Transfer Agent directly to the account(s) at the Placement Agent identified by each Purchaser; upon receipt of such Shares, the Placement Agent shall promptly electronically deliver such Shares to the applicable Purchaser, and payment therefor shall be made by the Placement Agent (or its clearing firm) by wire transfer to the Company). Notwithstanding anything herein to the contrary, if at any time on or after the time of execution of this Agreement by the Company and an applicable Purchaser, through and including the time immediately prior to the Closing (the "Pre-Settlement Period"), if such Purchaser sells to any Person all, or any portion, of any Shares or Warrant Shares to be issued hereunder to such Purchaser at the Closing (collectively, the "Pre-Settlement Shares"), such Purchaser shall, automatically hereunder (without any additional required actions by such Purchaser or the Company), be deemed to be unconditionally bound to purchase such Pre-Settlement Shares at the Closing; provided, that the Company shall not be required to deliver any Pre-Settlement Shares to such Purchaser prior to the Company's receipt of the purchase price for such Pre-Settlement Shares hereunder, and provided further that the Company hereby acknowledges and agrees that the foregoing shall not constitute a representation or covenant by such Purchaser as to whether or not such Purchaser will elect to sell any Pre-Settlement Shares during the Pre-Settlement Period. The decision to sell any Pre-Settlement Shares will be made in the sole discretion of such Purchaser from time to time, including during the Pre-Settlement Period

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a legal opinion of Company U.S. Counsel and a legal opinion of Company Singapore Counsel, in each case, in a form reasonably acceptable to the Placement Agent, directed to the Placement Agent and SRFC;

(iii) a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent (to deliver, on an expedited basis, a certificate (or at the request of the Purchaser, book entry statement) evidencing a number of Shares equal to such Purchaser's Subscription Amount divided by the Per Share Purchase Price, registered in the name of such Purchaser;

(iv) for each Purchaser of Pre-funded Warrants pursuant to Section 2.1, a Pre-funded Warrant registered in the name of such Purchaser to purchase up to a number of Ordinary Shares equal to the portion of such Purchaser's Subscription Amount listed on such Purchaser's signature page applicable to Pre-funded Warrant divided by the Per Share Purchase Price, with an exercise price equal to $0.0001, subject to adjustment therein

(v) a certificate or other reasonably acceptable evidence of the Company's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Company conducts business and is required to so qualify, as of a date within twenty (20) days of the Closing Date;

(vi) the Company's wire instructions, on Company letterhead and executed by the Chief Executive Officer or Chief Financial Officer of the Company;

(vii) a duly executed and delivered Officers' Certificate, in customary form reasonably satisfactory to the Placement Agent and SRFC;

(viii) the Placement Agency Agreement;

(ix) a comfort certificate from the Chief Financial Officer of the Company, addressed to the Placement Agent in form and substance reasonably satisfactory to the Placement Agent and SRFC in all material respects;

(x) the Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act).

(b) On or prior to the Closing Date, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by such Purchaser; and

(ii) such Purchaser's Subscription Amount by wire transfer to the account specified by the Company.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) on the Closing Date of the representations and warranties of the Purchasers contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of each Purchaser required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by each Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The respective obligations of the Purchasers hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof;

(v) the Company shall have filed an additional listing application with the principal Trading Market with respect to the Shares and Pre-funded Warrant Shares; and

(vi) from the date hereof to the Closing Date, trading in the Ordinary Shares shall not have been suspended by the Commission or the Company's principal Trading Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of such Purchaser, makes it impracticable or inadvisable to purchase the Securities at the Closing.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to each Purchaser which shall be true and correct as of the date hereof and the Closing Date:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth in the SEC Reports. The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no subsidiaries, all other references to the Subsidiaries or any of them in the Transaction Documents shall be disregarded.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective constitution, certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification; *provided, however,* that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, (ii) any pandemic, epidemics or human health crises, (iii) any changes in applicable Laws or accounting rules (including IFRS), (iv) the announcement, pendency or completion of the transactions contemplated by the Transaction Documents, (v) any action required or permitted by the Transaction Documents or any action taken (or omitted to be taken) with the written consent of or at the written request of Purchaser) or (vi) conditions generally affecting the industry in which the Company or any Subsidiary operates.

(c) Authorization; Enforcement; Validity. The Company has the requisite power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents and to issue the Securities in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by the Company, and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Shares and the issuance of the Pre-funded Warrants and the reservation for issuance and issuance of the Pre-funded Warrant Shares issuable upon exercise of the Pre-funded Warrants) have been duly authorized by the Board of Directors or other governing body, as applicable, and no further filing, consent or authorization is required by the Company, its Subsidiaries, their respective boards of directors or their shareholders or other governing body in connection herewith or therewith other than in connection with the Required Approvals. This Agreement has been, and the other Transaction Documents to which it is a party will be prior to the Closing, duly executed and delivered by the Company, and each constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies and except as rights to indemnification and to contribution may be limited by federal or state securities law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's constitution, certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any Law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or Governmental Authority to which the Company or a Subsidiary is subject (including federal and state securities Laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other Governmental Authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to Section 4.4 of this Agreement, (ii) the filing with the Commission of the Prospectus Supplement, (iii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Shares and the Pre-funded Warrant Shares for trading thereon in the time and manner required thereby and (iv) such filings as are required to be made under applicable state securities Laws (collectively, the "Required Approvals").

(f) Issuance of the Securities; Registration. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof except upon exercise of the Pre-funded Warrants), free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents and applicable law. The Pre-funded Warrant Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable (which means that no further sums are required to be paid by the holders thereof in connection with the issue thereof), free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents and applicable law. The Company has reserved from its duly authorized capital stock the maximum number of Ordinary Shares issuable pursuant to the Pre-funded Warrants. The Company has prepared and filed the Registration Statement in conformity with the requirements of the Securities Act, which became effective on July 18, 2025, including the Prospectus, and such amendments and supplements thereto as may have been required to the date of this Agreement. The Registration Statement is effective under the Securities Act and no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus has been issued by the Commission and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are threatened by the Commission. The Company, if required by the rules and regulations of the Commission, shall file the Prospectus Supplement with the Commission pursuant to Rule 424(b). At the time the Registration Statement and any amendments thereto became effective, at the date of this Agreement and at the Closing Date, the Registration Statement and any amendments thereto conformed and will conform in all material respects to the requirements of the Securities Act and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and the Prospectus and any amendments or supplements thereto, at the time the Prospectus or any amendment or supplement thereto was issued and at the Closing Date, conformed and will conform in all material respects to the requirements of the Securities Act and did not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company was at the time of the filing of the Registration Statement eligible to use Form F-3. The Company is eligible to use Form F-3 under the Securities Act and it meets the requirements set forth in General Instruction I.B.1 of Form F-3.

(g) Capitalization. The capitalization of the Company is substantially as set forth in the SEC Reports as supplemented by the Prospectus Supplement as of the dates set forth therein. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options, the issuance of Ordinary Shares to employees and consultants or grants of restricted stock pursuant to the Incentive Plan and pursuant to the conversion and/or exercise of Ordinary Share Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as set forth in the SEC Reports or the Prospectus or for grants of options and restricted stock units under the Incentive Plan and as a result of the purchase and sale of the Securities, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Ordinary Shares or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Ordinary Shares or Ordinary Share Equivalents or capital stock of any Subsidiary. The issuance and sale of the Securities will not obligate the Company or any Subsidiary to issue Ordinary Shares or other securities to any Person (other than the Purchasers). There are no outstanding securities or instruments of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities Laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any shareholder, the Board of Directors or others is required for the issuance and sale of the Securities. Other than as set forth in the SEC Reports, there are no shareholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the Knowledge of the Company, between or among any of the Company's shareholders, which knowledge is without investigation.

(h) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two (2) years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Prospectus and Prospectus Supplement, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing, except as provided on Schedule 3.1(b). Such financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Issues Committee, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by IFRS, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice, except as disclosed on Schedule 3.1(i), (B) liabilities not required to be reflected in the Company's financial statements pursuant to IFRS or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to the Company's Incentive Plan. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities Laws at the time this representation is made or deemed made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made.

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the Knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") the outcome of which, if against the Company, would reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, to the Company's Knowledge, nor is any director or officer thereof, the subject of any Action involving a claim of violation of or liability under federal or state securities Laws or a claim of breach of fiduciary duty. There has not been, and to the Knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No labor dispute exists or, to the Knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the Knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign Laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree, or order of any court, arbitrator or other Governmental Authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any Governmental Authority, including without limitation all foreign, federal, state and local Laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case of each of clauses (i), (ii) and (iii) such as could not have or reasonably be expected to result in a Material Adverse Effect.

(m) Environmental Laws. The Company and its Subsidiaries (i) are in compliance with all federal, state, local and foreign Laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including Laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder ("Environmental Laws"); (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval where in each of clause (i), (ii) and (iii), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of Actions relating to the revocation or modification of any Material Permit.

(o) Title to Assets. Except as disclosed in the SEC Reports, the Company and the Subsidiaries have good and marketable title in fee simple to, or have valid and marketable rights to lease or otherwise use, all real property and all personal property that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made in accordance with IFRS, and the payment of which is neither delinquent nor subject to penalties. Neither the Company nor any of its Subsidiaries has any written notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or its Subsidiaries under any of the leases or subleases or licenses or with respect to the properties mentioned above, or affecting or questioning the rights of the Company or any Subsidiary to the continued possession or use of the leased or subleased or licensed premises or the properties mentioned above, other than such claims which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) Intellectual Property. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). Except as set forth on Schedule 3.1(p), none of, and neither the Company nor any Subsidiary has received written notice that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any Knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the Knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has no knowledge of facts that would preclude it from having valid license rights or clear title to the Intellectual Property Rights. The Company has no knowledge that it lacks or will be unable to obtain any rights or licenses to use all Intellectual Property Rights that are necessary to conduct its business.

(q) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage in amount deemed prudent by the Company. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(r) Transactions with Affiliates and Employees. Other than as set forth in the SEC Reports, none of the officers or directors of the Company or any Subsidiary and, to the Knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as an independent contractor through an Affiliate, employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the Knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, shareholder, member or partner, in each case in excess of $120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including awards under the Incentive Plan.

(s) Sarbanes-Oxley; Internal Accounting Controls. Except as set forth in the SEC Reports, the Company and the Subsidiaries are in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. Except as set forth in the SEC Reports, the Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as set forth in the SEC Reports, the Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or are reasonably likely to materially affect, the internal control over financial reporting of the Company and its Subsidiaries.

(t) Certain Fees. Except for the fees and expenses of the Placement Agent, no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(u) Bitcoin Holdings. The Company owns and holds Zero (0) Bitcoin (as defined below) as of the date hereof and such applicable Closing Date (the "Bitcoin Holdings"), which holdings are maintained with reputable custodians and stored using a combination of cold and hot wallet infrastructure as provided on Schedule 3(u). The Company is the lawful owner of the Bitcoin Holdings with good and marketable title thereto, free and clear of any and all Liens and the Company has the absolute right to sell, assign, convey, transfer and deliver the Bitcoin Holdings without restriction. The Bitcoin Holdings was acquired by the Company in an arms-length transaction (or mined by the Company or any of its Subsidiaries in the ordinary course of business) complying with all applicable laws, rules and/or regulations with respect thereto and neither the Company nor any of its Subsidiaries is aware of any illicit activity with respect thereto and/or the origin thereof. The purchase price for the Bitcoin Holdings, if any, has been fully paid by the Company. Neither the Company nor any of its Subsidiaries has, directly or indirectly, entered into any written or oral agreement to sell, assign, convey or transfer the Bitcoin Holdings. "Bitcoin" means one unit of the digital currency traded under the ticker symbol "BTC".

(v) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(w) Registration Rights. Other than as set forth in the SEC Reports, no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

(x) Listing and Maintenance Requirements. The Ordinary Shares are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to the Company's Knowledge, is likely to have the effect of, terminating the registration of the Ordinary Shares under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the twelve (12) months preceding the date hereof, received notice from any Trading Market on which the Ordinary Shares are or have been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements. The Ordinary Shares are currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

(y) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the Laws of its state of incorporation that is or could become applicable to the Purchasers as a result of the Purchasers and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchasers' ownership of the Securities.

(z) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information, which is not otherwise disclosed in the Prospectus Supplement. The Company understands and confirms that the Purchasers will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve (12) months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(aa) No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(bb) Solvency. Based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(cc) Tax Status. The Company and its Subsidiaries each (i) has made or filed all material United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all material taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(dd) [*Reserved.*]

(ee) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the Knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of Law or (iv) violated in any material respect any provision of FCPA.

(ff) Accountants. The Company's accounting firm is set forth in the SEC Reports. To the Knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's annual report on Form 20-F for the fiscal year ending December 31, 2026.

(gg) No Disagreements with Accountants and Lawyers. Except as set forth on Schedule 3.1(gg), there are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

(hh) Acknowledgment Regarding Purchasers' Purchase of Securities. The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchasers' purchase of the Securities. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(ii) Acknowledgment Regarding Purchaser's Trading Activity. Notwithstanding anything in this Agreement or elsewhere herein to the contrary (except for Sections 3.2(g) and 4.14 hereof), it is understood and acknowledged by the Company that: (i) none of the Purchasers has been asked by the Company to agree, nor has any Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Securities for any specified term, (ii) past or future open market or other transactions by any Purchaser, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or transaction, may negatively impact the market price of the Company's publicly-traded securities, (iii) any Purchaser, and counter-parties in "derivative" transactions to which any such Purchaser is a party, directly or indirectly, presently may have a "short" position in the Ordinary Shares and (iv) each Purchaser shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction. The Company further understands and acknowledges that (y) one or more Purchasers may engage in hedging activities at various times during the period that the Securities are outstanding, including, without limitation, during the periods that the value of the Pre-funded Warrant Shares deliverable with respect to Securities are being determined, and (z) such hedging activities (if any) could reduce the value of the existing shareholders' equity interests in the Company at and after the time that the hedging activities are being conducted. The Company acknowledges that such aforementioned hedging activities do not constitute a breach of any of the Transaction Documents.

(jj) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Placement Agent in connection with the placement of the Securities.

(kk) Officers' Certificate. Any certificate signed by any duly authorized officer of the Company and delivered to the Purchasers shall be deemed a representation and warranty by the Company to the Purchasers as to the matters covered thereby.

(ll) D&O Questionnaires. To the Company's Knowledge, all information contained in the questionnaires most recently completed by each of the Company's directors and officers and beneficial owner of 5% or more of the Ordinary Shares or Ordinary Share Equivalents is true and correct in all material respects and the Company has not become aware of any information which would cause the information disclosed in such questionnaires to become inaccurate and incorrect, in any material respect.

(mm) Stock Options. Each stock option granted by the Company under the Incentive Plan, if any, was granted (i) in accordance with the terms of the Inventive Plan and (ii) with an exercise price at least equal to the fair market value of the Ordinary Shares on the date such stock option would be considered granted under IFRS and applicable Law. No stock option granted under the Incentive Plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(nn) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's Knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(oo) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Purchaser's request.

(pp) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries or Affiliates is subject to the Bank Holding Company Act of 1956, as amended (the "BHCA") and to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its Subsidiaries or Affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or Affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

(qq) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder and all other applicable money laundering Laws including in Singapore, the United Kingdom, Bali, South Africa, Australia, India and any other jurisdiction in which the Company or any of its Subsidiaries operates or is present in any manner (collectively, the "Money Laundering Laws"), and no Action or Proceeding by or before any court or Governmental Authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the Knowledge of the Company or any Subsidiary, threatened.

(rr) Cybersecurity. (i) (a) To the Knowledge of the Company, there has been no security breach or other compromise of or relating to any of the Company's or any Subsidiary's information technology and computer systems, networks, hardware, software, data (including the data of its respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of it), equipment or technology (collectively, "IT Systems and Data") and (b) the Company and the Subsidiaries have not been notified of, and has no Knowledge of any event or condition that would reasonably be expected to result in, any material security breach or other compromise to its IT Systems and Data; (ii) the Company and the Subsidiaries are presently in compliance with all applicable Laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except, in the case of clauses (i) and (ii) herein, as would not, individually or in the aggregate, have a Material Adverse Effect; (iii) the Company and the Subsidiaries have implemented and maintained commercially reasonable safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and Data; and (iv) the Company and the Subsidiaries have implemented backup and disaster recovery technology consistent with industry standards and practices.

(ss) Generative AI. To the Knowledge of the Company, (i) the Company uses all Generative AI Tools (as defined below) in material compliance with the applicable license terms, consents, agreements and laws; (ii) the Company has not included and does not include any sensitive personal information, trade secrets or material confidential or proprietary information of the Company, or of any third party under an obligation of confidentiality by the Company, in any prompts or inputs into any Generative AI Tools, except in cases where such Generative AI Tools do not use such information, prompts or services to train the machine learning or algorithm of such tools or improve the services related to such tools; and (iii) the Company has not used Generative AI Tools to develop any material Intellectual Property Rights that the Company intended to maintain as proprietary in a manner that it believes would materially affect the Company's ownership or rights therein. "Generative AI Tools" means generative artificial intelligence technology or similar tools capable of automatically producing various types of content (such as source code, text, images, audio, and synthetic data) based on user-supplied prompts.

(tt) Compliance with Data Privacy Laws. (i) The Company and the Subsidiaries are, and at all times during the last three (3) years were, in compliance with all applicable state, federal and foreign data privacy and security laws and regulations, including, without limitation, the European Union General Data Protection Regulation ("GDPR") (EU 2016/679) (collectively, "Privacy Laws"); (ii) the Company and the Subsidiaries have in place, comply with, and take appropriate steps reasonably designed to ensure compliance with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling and analysis of Personal Data (as defined below) (the "Privacy Policies"); (iii) the Company provides accurate notice of its applicable Privacy Policies to its customers, employees, third party vendors and representatives as required by the Privacy Laws; and (iv) applicable Privacy Policies provide accurate and sufficient notice of the Company's then-current privacy practices relating to its subject matter, and do not contain any material omissions of the Company's then-current privacy practices, as required by Privacy Laws. "Personal Data" means (i) a natural person's name, street address, telephone number, email address, photograph, social security number, bank information, or customer or account number; (ii) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended; (iii) "personal data" as defined by GDPR; and (iv) any other piece of information that allows the identification of such natural person, or his or her family, or permits the collection or analysis of any identifiable data related to an identified person's health or sexual orientation. (i) None of such disclosures made or contained in any of the Policies have been inaccurate, misleading, or deceptive in violation of any Privacy Laws and (ii) the execution, delivery and performance of the Transaction Documents will not result in a breach of any Privacy Laws or Privacy Policies. Neither the Company nor the Subsidiaries (i) to the knowledge of the Company, has received written notice of any actual or potential liability of the Company or the Subsidiaries under, or actual or potential violation by the Company or the Subsidiaries of, any of the Privacy Laws; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation or other corrective action pursuant to any regulatory request or demand pursuant to any Privacy Law; or (iii) is a party to any order, decree, or agreement by or with any court or arbitrator or governmental or regulatory authority that imposed any obligation or liability under any Privacy Law.

(uu) Foreign Private Issuer Status. The Company is a "foreign private issuer" (as defined in Rule 902(e) of Regulation S under the Securities Act).

3.2 Representations and Warranties of the Purchasers. Each Purchaser, for itself and for no other Purchaser, hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable Law.

(b) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(c) Access to Information. Such Purchaser acknowledges that it has had the opportunity to review the Transaction Documents (including all exhibits and schedules thereto) and the SEC Reports and has been afforded (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Securities and the merits and risks of investing in the Securities; (ii) access to information about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. Such Purchaser acknowledges and agrees that neither the Placement Agent nor any Affiliate of the Placement Agent has provided such Purchaser with any information or advice with respect to the Securities nor is such information or advice necessary or desired. Neither the Placement Agent nor any Affiliate has made or makes any representation as to the Company or the quality of the Securities and the Placement Agent and any Affiliate may have acquired non-public information with respect to the Company which such Purchaser agrees need not be provided to it. In connection with the issuance of the Securities to such Purchaser, neither the Placement Agent nor any of its Affiliates has acted as a financial advisor or fiduciary to such Purchaser.

(d) Certain Transactions and Confidentiality. Other than to other Persons party to this Agreement or to such Purchaser's representatives, including, without limitation, its officers, directors, partners, legal and other advisors, employees, agents and Affiliates, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

(e) Conflicts of Interest. Such Purchaser understands and acknowledges that there are potential conflicts of interest between the Company, the other Purchasers hereto, and each of their respective affiliates. Such Purchaser understands and acknowledges that the Majority Interest will be held by American Ventures LLC, Series XLIX GNS, an entity managed by American Ventures Management LLC. Such Purchaser understands and acknowledges that the counterparty in the Proposed Acquisition, Jewel Investments, LLC, is majority owned by American Ventures LLC, Series XI Jewel Digital, which in turn is also managed by American Ventures Management LLC. In addition to a portion of the net proceeds from the sale of the Securities, the consideration for the Proposed Acquisition is expected to include Ordinary Shares and Ordinary Share Equivalents, the majority of which are expected to be held by American Ventures LLC, Series XI Jewel Digital following the close of the Proposed Acquisition. The consideration received by American Ventures LLC, Series XI Jewel Digital in the Proposed Acquisition shall not be shared with any Purchaser, including but limited to American Ventures LLC, Series XLIX GNS.

The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect such Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Legends. Certificates and any other instruments evidencing the Securities shall not bear any restrictive or other legend. If at any time following the date hereof the Registration Statement is not effective or is not otherwise available for the sale or resale of the Securities, the Company shall promptly notify such holders when the registration statement is effective again and available for the sale or resale of the Securities.

4.2 Furnishing of Information; Public Information. Until no Purchaser owns any Securities, the Company covenants to maintain to use its reasonable best efforts to maintain the registration of the Ordinary Shares under Section 12(b) or 12(g) of the Exchange Act and to make reasonable best efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

4.3 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

4.4 Securities Laws Disclosure; Publicity. The Company shall (a) by the Disclosure Time, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 6-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act; *provided, however,* that the Company shall not be required to file such a report on Form 6-K if the Transaction Documents (or forms thereof) have been filed as exhibits to a pre- or post-effective amendment to the Registration Statement. From and after the issuance of such press release, the Company represents to the Purchasers that it shall have publicly disclosed all material, non-public information delivered to any of the Purchasers by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents, including, without limitation the Placement Agent, in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, agents, including, without limitation the Placement Agent, employees or Affiliates on the one hand, and any of the Purchasers or any of their Affiliates on the other hand, shall terminate and be of no further force or effect. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. The Company and each Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by Law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except (a) as required by federal securities Law in connection with the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by Law or Trading Market regulations, in which case the Company shall provide the Purchasers with prior notice of such disclosure permitted under this clause (b) and reasonably cooperate with such Purchaser regarding such disclosure.

4.5 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or under any other agreement between the Company and the Purchasers.

4.6 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.4 and except for any Purchaser who is an officer or director of the Company the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide any Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto such Purchaser shall have consented in writing to the receipt of such information and agreed in writing with the Company to keep such information confidential. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or Affiliates delivers any material, non-public information to a Purchaser without such Purchaser's consent, the Company hereby covenants and agrees that such Purchaser shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents, including, without limitation, the Placement Agent, employees or Affiliates, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates not to trade on the basis of, such material, non-public information, provided that the Purchaser shall remain subject to applicable Law. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 6-K. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7 Use of Proceeds. The Company shall use the net proceeds from the sale of the Securities as set forth in the Prospectus Supplement, which shall include, in part, funding the acquisition of a digital bank through an investment in its holding company (the "Proposed Acquisition"). The Company shall not use such proceeds in violation of FCPA or OFAC regulations.

4.8 Indemnification of Purchasers. Subject to the provisions of this Section 4.8, the Company will indemnify and hold each Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents, (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any shareholder of the Company who is not an Affiliate of such Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is solely based upon a material breach of such Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser Party may have with any such shareholder or any violations by such Purchaser Party of state or federal securities Laws or any conduct by such Purchaser Party which is finally judicially determined to constitute fraud, gross negligence or willful misconduct) or (c) in connection with any registration statement of the Company providing for the resale by the Purchasers of the Pre-funded Warrant Shares issued and issuable upon exercise of the Pre-funded Warrants, the Company will indemnify each Purchaser Party, to the fullest extent permitted by applicable Law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses, as incurred, arising out of or relating to (i) any untrue or alleged untrue statement of a material fact contained in such registration statement, any prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Purchaser Party furnished in writing to the Company by such Purchaser Party expressly for use therein, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder in connection therewith). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section 4.8 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to Law.

4.9 Reservation of Ordinary Shares. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of Ordinary Shares for the purpose of enabling the Company to issue Shares pursuant to this Agreement Pre-funded Warrant Shares pursuant to any exercise of the Pre-funded Warrants.

4.10 Listing of Ordinary Shares. The Company hereby agrees to use commercially reasonable efforts to maintain the listing or quotation of the Ordinary Shares on the Trading Market on which it is currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Shares Pre-funded Warrant Shares on such Trading Market and promptly secure the listing of all of the Shares Pre-funded Warrant Shares on such Trading Market. The Company further agrees, if the Company applies to have the Ordinary Shares traded on any other Trading Market, it will then include in such application all of the Shares Pre-funded Warrant Shares, and will take such other action as is necessary to cause all of the Shares Pre-funded Warrant Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing and trading of its Ordinary Shares on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market. The Company agrees to maintain the eligibility of the Ordinary Shares for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

4.11 [*Reserved.*]

4.12 Equal Treatment of Purchasers. No consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents. For clarification purposes, (a) this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and is intended for the Company to treat the Purchasers as a class and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of Securities or otherwise and (b) participation in future offerings shall not be considered consideration under this Section 4.12.

4.13 Certain Transactions and Confidentiality. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, such Purchaser will maintain the confidentiality of the existence and terms of this transaction. Notwithstanding the foregoing and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) no Purchaser makes any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4, (ii) no Purchaser shall be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities Laws from and after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4 and (iii) no Purchaser shall have any duty of confidentiality or duty not to trade in the securities of the Company to the Company or its Subsidiaries, or any of their respective officers, directors, employees, Affiliates or agents, including, without limitation, the Placement Agent, after the issuance of the initial press release as described in Section 4.4. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement.

4.14 Capital Changes. Until the date that is one hundred twenty (120) days from the Effective Date, the Company shall not undertake a reverse or forward stock split or reclassification of the Ordinary Shares without the prior written consent of the Purchasers holding a majority in interest of the Shares.

4.15 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding Ordinary Shares, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Shares in accordance with this Agreement Pre-funded Warrant Shares pursuant to the Transaction Documents, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against any Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other shareholders of the Company.

4.17 [*Reserved.*]

4.18 Exercise Procedures. The form of Notice of Exercise included in the Pre-funded Warrants sets forth the totality of the procedures required of the Purchasers in order to exercise the Pre-funded Warrants. No additional legal opinion, other information or instructions shall be required of the Purchasers to exercise their Pre-funded Warrants. Without limiting the preceding sentences, no ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required in order to exercise the Pre-funded Warrants. The Company shall honor exercises of the Pre-funded Warrants and shall deliver Pre-funded Warrant Shares in accordance with the terms, conditions and time periods set forth in the Transaction Documents.

ARTICLE V.
MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by any Purchaser, as to such Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Purchasers, by written notice to the other parties, if the Closing has not been consummated on or before the fifth (5^{th}) Trading Day following the date hereof; *provided, however*, that no such termination will affect the right of any party to sue for any breach by any other party (or parties).

5.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchasers.

5.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, the Prospectus and the Prospectus Supplement, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 6-K.

5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and Purchasers holding at least 50.1% in interest (the "Majority Interest") of the sum of (i) the Shares and (ii) the Pre-Funded Warrant Shares initially issuable upon exercise of the Pre-funded Warrants based on the initial Subscription Amounts hereunder (or, prior to the Closing Date, the Company and each Purchaser) or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought, provided that if any amendment, modification or waiver disproportionately and adversely impacts a Purchaser (or group of Purchasers), the consent of such disproportionately impacted Purchaser (or group of Purchasers) shall also be required. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any proposed amendment or waiver that disproportionately, materially and adversely affects the rights and obligations of any Purchaser relative to the comparable rights and obligations of the other Purchasers shall require the prior written consent of such adversely affected Purchaser. Any amendment effected in accordance with this Section 5.5 shall be binding upon each Purchaser and holder of Securities and the Company.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the "Purchasers."

5.8 No Third-Party Beneficiaries. The Placement Agent shall be the third-party beneficiary of the representations and warranties of the Company in Section 3.1 and the representations and warranties of the Purchasers in Section 3.2. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.8 and this Section 5.8.

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal Laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in New York County, New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New York county, Borough of Manhattan, New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by Law. If any party shall commence an Action or Proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.8, the prevailing party in such Action or Proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such Action or Proceeding.

5.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

5.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights; *provided, however*, that, in the case of a rescission of an exercise of a Warrant, the applicable Purchaser shall be required to return any Ordinary Shares subject to any such rescinded exercise notice concurrently with the return to such Purchaser of the aggregate exercise price paid to the Company for such shares and the restoration of such Purchaser's right to acquire such shares pursuant to such Purchaser's Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

5.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by Law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any Action for specific performance of any such obligation the defense that a remedy at Law would be adequate.

5.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy Law, state or federal Law, common Law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.17 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any Proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. For reasons of administrative convenience only, each Purchaser and its respective counsel have chosen to communicate with the Company through the legal counsel to the Placement Agent. SRFC does not represent any of the Purchasers and only represents the Placement Agent. The Company has elected to provide all Purchasers with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Purchasers. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and a Purchaser, solely, and not between the Company and the Purchasers collectively and not between and among the Purchasers.

5.18 Liquidated Damages. The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

5.19 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.20 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and Ordinary Shares in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Ordinary Shares that occur after the date of this Agreement.

5.21 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

GENIUS GROUP LIMITED

By: _____
Name: Roger Hamilton
Title: Chief Executive Officer

Address for Notice:
3 Temasek Avenue
#18-01, Centennial Tower
Singapore 039190
Email: roger@geniusgroup.ai

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Address for Notice to Purchaser: _____

Delivery Instructions for Securities to Purchaser:

Subscription Amount: $_____

Shares: _____

Pre-funded Warrants: _____ Beneficial Ownership Blocker ☐ 4.99% or ☐ 9.99%

EIN Number: _____

☐ Notwithstanding anything contained in this Agreement to the contrary, by checking this box (i) the obligations of the above-signed to purchase the securities set forth in this Agreement to be purchased from the Company by the above-signed, and the obligations of the Company to sell such securities to the above-signed, shall be unconditional and all conditions to Closing shall be disregarded, (ii) the Closing shall occur on the second (2nd) Trading Day following the date of this Agreement and (iii) any condition to Closing contemplated by this Agreement (but prior to being disregarded by clause (i) above) that required delivery by the Company or the above-signed of any agreement, instrument, certificate or the like or purchase price (as applicable) shall no longer be a condition and shall instead be an unconditional obligation of the Company or the above-signed (as applicable) to deliver such agreement, instrument, certificate or the like or purchase price (as applicable) to such other party on the Closing Date.

EXHIBIT A

PRE-FUNDED ORDINARY SHARES PURCHASE WARRANT

[Attached hereto.]

Exhibit 10.2

PRE-FUNDED ORDINARY SHARES PURCHASE WARRANT

GENIUS GROUP LIMITED

Warrant Shares: [_____] Issue Date: April [__], 2026

THIS PRE-FUNDED ORDINARY SHARES PURCHASE WARRANT (the "Warrant") certifies that, for value received, [_____] or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date hereof (the "Exercise Date") until this Warrant is exercised in full (the "Termination Date") but not thereafter, to subscribe for and purchase from Genius Group Limited, a Singapore public limited corporation (the "Company"), up to [_____] shares (as subject to adjustment hereunder, the "Warrant Shares") of the Company's Ordinary Shares. The purchase price of one Ordinary Share under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement (the "Purchase Agreement"), dated April 15, 2026, among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Exercise Date and on or before the Termination Date by delivery to the Company (and solely for informational purposes, to D. Boral Capital, LLC) of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto as Exhibit A (the "Notice of Exercise"). Within the earlier of (i) one (1) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The aggregate exercise price of this Warrant, except for a nominal exercise price of $0.0001 per Warrant Share, was pre-funded to the Company on or prior to the Issue Date and, consequently, no additional consideration (other than the nominal exercise price of $0.0001 per Warrant Share) shall be required to be paid by the Holder to any Person to effect any exercise of this Warrant. The Holder shall not be entitled to the return or refund of all, or any portion, of such pre-paid aggregate exercise price under any circumstance or for any reason whatsoever, including in the event this Warrant shall not have been exercised prior to the Termination Date. The remaining unpaid exercise price per Ordinary Share under this Warrant shall be $0.0001, subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. This Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(68) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the Ordinary Shares on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Ordinary Shares is then listed or quoted on a Trading Market, the bid price of the Ordinary Shares for the time in question (or the nearest preceding date) on the Trading Market on which the Ordinary Shares is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Ordinary Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Ordinary Shares are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Ordinary Shares so reported, or (d) in all other cases, the fair market value of an Ordinary Share as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Ordinary Shares are then listed or quoted on a Trading Market, the daily volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on the Trading Market on which the Ordinary Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York, New York time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Ordinary Shares are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Ordinary Shares are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Ordinary Shares so reported, or (d) in all other cases, the fair market value of an Ordinary Share as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the characteristics of the Warrants being exercised, and the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. Assuming (i) the Holder is not an Affiliate of the Company, and (ii) either (A) all of the applicable conditions of Rule 144 promulgated under the Securities Act with respect to Holder and the Warrant Shares are met in the case of such a cashless exercise or (B) the sale of the Warrant Shares is covered by an effective registration statement and the prospectus is current, the Company agrees that the Company will cause the removal of the legend from such Warrant Shares (including by delivering an opinion of the Company's counsel to the Company's transfer agent at its own expense to ensure the foregoing), and the Company agrees that the Holder is under no obligation to sell the Warrant Shares issuable upon the exercise of the Warrant prior to removing the legend. The Company agrees not to take any position contrary to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise of the Warrants), and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earliest of (i) two (2) Trading Days after the delivery to the Company of the Notice of Exercise, (ii) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (iii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received by the Warrant Share Delivery Date. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Ordinary Shares on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the third Trading Day after the Warrant Share Delivery Date) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Ordinary Shares as in effect on the date of delivery of the Notice of Exercise. Notwithstanding the foregoing, with respect to any Notice(s) of Exercise delivered on or prior to 12:00 p.m. (New York City time) on the Issue Date, which may be delivered at any time after the time of execution of the Transaction Documents, the Company agrees to deliver the Warrant Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Issue Date and the Exercise Date shall be the Warrant Share Delivery Date for purposes hereunder, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received by such Warrant Share Delivery Date.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise. Provided, however, that the Holder shall be required to return any Warrant Shares subject to any such rescinded exercise notice concurrently with the return to Holder of the aggregate Exercise Price paid to the Company for such Warrant Shares and the restoration of Holder's right to acquire such Warrant Shares pursuant to this Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, Ordinary Shares to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Ordinary Shares so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored and return any amount received by the Company in respect of the Exercise Price for those Warrant Shares (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of Ordinary Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Ordinary Shares having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of Ordinary Shares with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Ordinary Shares upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; *provided, however*, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Ordinary Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Ordinary Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Ordinary Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Ordinary Share Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding Ordinary Shares, a Holder may rely on the number of outstanding Ordinary Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of Ordinary Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Ordinary Shares then outstanding. In any case, the number of outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Ordinary Shares was reported. The "Beneficial Ownership Limitation" shall be 4.99% (or, upon election by a Holder prior to the issuance of any Warrants, 9.99%) of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of Ordinary Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of Ordinary Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on Ordinary Shares or any other equity or equity equivalent securities payable in Ordinary Shares (which, for avoidance of doubt, shall not include any Ordinary Shares issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Ordinary Shares into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding Ordinary Shares into a smaller number of shares, or (iv) issues by reclassification of Ordinary Shares any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Ordinary Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Ordinary Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Ordinary Share Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Ordinary Shares (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of Ordinary Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Ordinary Shares are to be determined for the grant, issue or sale of such Purchase Rights (*provided, however*, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such Ordinary Shares as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Ordinary Shares, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of Ordinary Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of Ordinary Shares are to be determined for the participation in such Distribution (*provided, however*, that to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any Ordinary Shares as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). To the extent that this Warrant has not been partially or completely exercised at the time of such Distribution, such portion of the Distribution shall be held in abeyance for the benefit of the Holder until the Holder has exercised this Warrant.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Ordinary Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Ordinary Shares (excluding treasury shares, if any) issued and outstanding. For the avoidance of doubt, the Holder shall be entitled to the benefits of the provisions of this Section 3(e) regardless of (i) whether the Company has sufficient authorized Ordinary Shares for the issuance of Warrant Shares and/or (ii) whether a Fundamental Transaction occurs prior to the Exercise Date.

f) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Ordinary Shares, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Ordinary Shares, (C) the Company shall authorize the granting to all holders of the Ordinary Shares rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any shareholders of the Company shall be required in connection with any reclassification of the Ordinary Shares, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Ordinary Shares is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Ordinary Shares of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Ordinary Shares of record shall be entitled to exchange their Ordinary Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 5.7 of the Purchase Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting the rights of a Holder to receive Warrant Shares on a "cashless exercise," and to receive the cash payments contemplated pursuant to Sections 2(d)(i) and 2(d)(iv), in no event will the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then, such action may be taken or such right may be exercised on the next succeeding Trading Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Ordinary Shares a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Ordinary Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its constitution or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Non-waiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the right to exercise this Warrant terminates on the Termination Date. No provision of this Warrant shall be construed as a waiver by the Holder of any rights which the Holder may have under the federal securities laws and the rules and regulations of the Commission thereunder. Without limiting any other provision of this Warrant or the Purchase Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Ordinary Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

GENIUS GROUP LIMITED

By: _____
Name: Roger Hamilton
Title: Chief Executive Officer

EXHIBIT A

NOTICE OF EXERCISE

TO: **GENIUS GROUP LIMITED**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant dated [*] (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[_] in lawful money of the United States; or

[_] if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC Account Number:

_____

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ __, _____

Holder's Signature:

_____

Holder's Address:

_____

Exhibit 10.3

PLACEMENT AGENCY AGREEMENT

April 15, 2026

PERSONAL AND CONFIDENTIAL

Genius Group Limited
3 Temasek Avenue
#18-01, Centennial Tower
Singapore 039190
Attn: Roger Hamilton, CEO

Dear Mr. Hamilton:

Introduction.

Subject to the terms and conditions herein (this "Agreement"), Genius Group Limited, a Singapore public limited corporation (the "Company"), hereby agrees to sell the securities of the Company described in the immediately succeeding paragraph directly to various investors (each, an "Investor" and collectively, the "Investors") through D. Boral Capital, LLC, as placement agent (the "Placement Agent").

The securities to be sold shall be an aggregate of 21,621,621 ("Shares") ordinary shares, no par value per share, of the Company ("Ordinary Shares") and/or pre-funded warrants to purchase Ordinary Shares (the "Pre-funded Warrants"), each Pre-funded Warrant to purchase one Ordinary Share (the "Pre-funded Warrant Shares"). The Shares, Pre-funded Warrants (if applicable), and Pre-funded Warrant Shares (if applicable) are hereinafter collectively referred to as the "Securities." Each Share shall have a purchase price of $0.37 per share and each Pre-funded Warrant shall have a purchase price of $0.3699 per share, if applicable. The Pre-funded Warrants will have an exercise price of $0.0001 per share, be non-tradeable and not expire until the Pre-funded Warrants are exercised in full. This Agreement and the documents executed and delivered by the Company and the Investors in connection with the Offering (as defined below), including, without limitation, a securities purchase agreement (the "Purchase Agreement"), each of the Pre-funded Warrants, and each of the Lock-Up Agreements (as defined below), shall be collectively referred to herein as the "Transaction Documents." The Placement Agent may retain other brokers or dealers to act as sub-agents or selected-dealers on its behalf in connection with the Offering.

The Company hereby confirms its agreement with the Placement Agent as follows:

Section 1. Agreement to Act as Placement Agent.

(a) On the basis of the representations, warranties and agreements of the Company herein contained, and subject to all the terms and conditions of this Agreement, the Placement Agent shall be the exclusive placement agent in connection with the offering and sale by the Company of the Securities, with the terms of such offering (the "Offering") to be subject to market conditions and negotiations between the Company, the Placement Agent and the prospective Investors. The Placement Agent will act on a reasonable best efforts basis and the Company agrees and acknowledges that there is no guarantee of the successful placement of the Securities, or any portion thereof, in the prospective Offering. Under no circumstances will the Placement Agent or any of its "Affiliates" (as defined below) be obligated to underwrite or purchase any of the Securities for its own account or otherwise provide any financing. The Placement Agent shall act solely as the Company's agent and not as principal. The Placement Agent shall have no authority to bind the Company with respect to any prospective offer to purchase Securities and the Company shall have the sole right to accept offers to purchase Securities and may reject any such offer, in whole or in part. Subject to the terms and conditions hereof, payment of the purchase price for, and delivery of, the Securities shall be made at the closing of the Offering (the "Closing" and the date on which the Closing occurs, the "Closing Date"). As compensation for services rendered, on the Closing Date, the Company shall pay to the Placement Agent the fees and expenses set forth below:

(i) a transaction fee equal to seven percent (7.0%) of the gross proceeds of the aggregate amount of Securities sold in the Offering payable at the Closing ("Cash Fee") and (ii) the expenses set forth in Section 6.

(b) The term of the Placement Agent's exclusive engagement will begin on the date hereof and end on the earlier of (i) one month thereafter or (ii) the consummation of the Offering (the "Term"). Notwithstanding anything to the contrary contained herein, the provisions concerning confidentiality, indemnification and contribution contained herein and the Company's obligations contained in the indemnification provisions will survive any expiration or termination of this Agreement, and the Company's obligation to pay fees actually earned and payable, if any, and to reimburse expenses actually incurred and reimbursable pursuant to Section 1 hereof will survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to limit the ability of the Placement Agent or its Affiliates to pursue, investigate, analyze, invest in, or engage in investment banking, financial advisory or any other business relationship with Persons (as defined below) other than the Company. As used herein (i) "Persons" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind and (ii) "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended (the "Securities Act").

(c) In the event that any investor introduced by the Placement Agent to the Company during the Term of its engagement purchases securities from the Company in any public or private offering or other financing or capital-raising transaction of any kind (a "Tail Financing") within twenty-four (24) months following the closing of the Offering or the expiration or termination of this Agreement (the "Tail Period"), the Company shall pay to the Placement Agent the same cash compensation set forth in subsection (a)(i) of this Section 1, calculated in the manner set forth therein, with respect to the gross proceeds raised from such investors. For the avoidance of doubt, Tail Financing shall not include the use of the Company's current At The Market Offering (as defined below), which will be restricted as per the terms of Section 14(b) below. The Company acknowledges that the Placement Agent shall not be responsible for the actions of any such investor or prospective investor, or any of their respective agents. Notwithstanding the foregoing, any obligation of the Company to pay tail compensation under this subsection (c) shall be subject to, and shall not be enforceable in violation of, FINRA Rule 5110(g)(5)(B), including in the event the Company terminates this Agreement for cause.

Section 2. Representations, Warranties and Covenants of the Company. Each of the representations and warranties (together with any related disclosure schedules thereto) and covenants made by the Company to the Investors in the Purchase Agreement in connection with the Offering is hereby incorporated herein by reference into this Agreement (as though fully restated herein) and is, as of the date of this Agreement and as of the Closing Date, hereby made to, and in favor of, the Placement Agent. In addition to the foregoing, the Company represents and warrants to the Placement Agent as follows:

(a) The Company has prepared and filed with the U.S. Securities and Exchange Commission (the "Commission") a registration statement on Form F-3 (Registration No. 333-288534), and amendments thereto, and related preliminary prospectuses, for the registration under the Securities Act of the Securities which registration statement, as so amended (including post-effective amendments, if any) became effective on July 18, 2025. At the time of such filing, the Company met the requirements of Form F-3 under the Securities Act. Such registration statement meets the requirements set forth in Rule 415(a)(1)(x) under the Securities Act and complies with said Rule. The Company will file with the Commission pursuant to Rule 424(b) under the Securities Act, and the rules and regulations (the "Rules and Regulations") of the Commission promulgated thereunder, a supplement to the form of prospectus included in such registration statement relating to the sale of the Securities and the plan of distribution thereof and has advised the Placement Agent of all further information (financial and other) with respect to the Company required to be set forth therein. Such registration statement, including the exhibits thereto, as amended at the date of this Agreement, is hereinafter called the "Registration Statement"; such prospectus in the form in which it appears in the Registration Statement is hereinafter called the "Base Prospectus"; and the supplemented form of prospectus, in the form in which it will be filed with the Commission pursuant to Rule 424(b) (including the Base Prospectus as so supplemented) is hereinafter called the "Prospectus Supplement." Any reference in this Agreement to the Registration Statement, the Base Prospectus or the Prospectus Supplement shall be deemed to refer to and include the documents incorporated by reference therein (the "Incorporated Documents") which were filed under the Exchange Act on or before the date of this Agreement, or the issue date of the Base Prospectus or the Prospectus Supplement, as the case may be; and any reference in this Agreement to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus or the Prospectus Supplement shall be deemed to refer to and include the filing of any document under the Exchange Act after the date of this Agreement, or the issue date of the Base Prospectus or the Prospectus Supplement, as the case may be, deemed to be incorporated therein by reference. All references in this Agreement to financial statements and schedules and other information which is "contained," "included," "described," "referenced," "set forth" or "stated" in the Registration Statement, the Base Prospectus or the Prospectus Supplement (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is or is deemed to be incorporated by reference in the Registration Statement, the Base Prospectus or the Prospectus Supplement, as the case may be. No stop order suspending the effectiveness of the Registration Statement or the use of the Base Prospectus or the Prospectus Supplement has been issued, and no proceeding for any such purpose is pending or has been initiated or, to the Company's knowledge, is threatened by the Commission. For purposes of this Agreement, "free writing prospectus" has the meaning set forth in Rule 405 under the Securities Act and the "Time of Sale Prospectus" means the preliminary prospectus, if any, together with the free writing prospectuses, if any, used in connection with the Placement, including any documents incorporated by reference therein.

(b) The Registration Statement (and any further documents to be filed with the Commission) contains all exhibits and schedules as required by the Securities Act. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the Securities Act and the Exchange Act and the applicable Rules and Regulations and did not and, as amended or supplemented, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Base Prospectus, the Time of Sale Prospectus and the Prospectus Supplement, each as of its respective date, comply in all material respects with the Securities Act and the Exchange Act, as defined below, and the applicable Rules and Regulations. Each of the Base Prospectus, the Time of Sale Prospectus and the Prospectus Supplement, as amended or supplemented, did not and will not contain as of the date thereof any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Incorporated Documents, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and the applicable Rules and Regulations, and none of such documents, when they were filed with the Commission, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein (with respect to Incorporated Documents incorporated by reference in the Base Prospectus, Time of Sale Prospectus or Prospectus Supplement), in the light of the circumstances under which they were made not misleading; and any further documents so filed and incorporated by reference in the Base Prospectus, the Time of Sale Prospectus or Prospectus Supplement, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act and the applicable Rules and Regulations, as applicable, and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. No post-effective amendment to the Registration Statement reflecting any facts or events arising after the date thereof which represent, individually or in the aggregate, a fundamental change in the information set forth therein is required to be filed with the Commission. There are no documents required to be filed with the Commission in connection with the transaction contemplated hereby that (x) have not been filed as required pursuant to the Securities Act or (y) will not be filed within the requisite time period. There are no contracts or other documents required to be described in the Base Prospectus, the Time of Sale Prospectus or Prospectus Supplement, or to be filed as exhibits or schedules to the Registration Statement, which (x) have not been described or filed as required or (y) will not be filed within the requisite time period.

(c) [*Reserved.*]

(d) Any certificate signed by an officer of the Company and delivered to the Placement Agent or to counsel for the Placement Agent shall be deemed to be a representation and warranty by the Company to the Placement Agent as to the matters set forth therein.

(e) The Company acknowledges that the Placement Agent will rely upon the accuracy and truthfulness of the foregoing representations and warranties and hereby consents to such reliance.

(f) In connection with the Offering, the Company has not published, distributed, issued, posted or otherwise used or employed and shall not publish, distribute, issue, post or otherwise use or employ (i) any form of general solicitation or advertising within the meaning of Rule 502 under the Securities Act ("General Solicitation") other than with the prior written consent of the Placement Agent, or (ii) any General Solicitation that constitutes a written communication within the meaning of Rule 405 under the Securities Act ("Written General Solicitation Material") other than any preliminary prospectus. Each individual Written General Solicitation Material does not and will not conflict with the information contained in the SEC Reports (as defined below), and does not and will not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Company will furnish a copy of any amendment or supplement to a Written General Solicitation Material to the Placement Agent and counsel for the Placement Agent and obtain the Placement Agent's written consent prior to any publication, distribution, issuance, posting or other use or employment of any such amendment or supplement.

(h) If at any time after the date hereof and prior to the Closing, any event shall have occurred as a result of which any Written General Solicitation Material, as then amended or supplemented, would conflict with the information in the Company's reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act") (collectively, the "SEC Reports"), or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein or in the SEC Reports, in the light of the circumstances under which they were made, not misleading, or, if for any other reason it shall become necessary to amend or supplement any Written General Solicitation Material, the Company shall promptly notify the Placement Agent and upon its request, shall use its best efforts to ensure that all purchasers or expected purchasers of the Securities receive corrected Written General Solicitation Materials.

(i) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each of the other Transaction Documents have been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(j) Issuance of the Securities. The Securities will be duly authorized, validly issued, fully paid and non- assessable upon payment of the purchase price therefor to the Company in accordance with the terms of the Transaction Documents. The holders of Securities will not be subject to personal liability solely by reason of being such holders. The Ordinary Shares issuable upon exercise of the Pre-funded Warrants (if applicable) have been duly authorized and, when issued in accordance with this Agreement and the Pre-funded Warrants, will be duly and validly issued, fully paid and nonassessable, free and clear of all liens, charges, pledges, security interests, encumbrances or other restrictions imposed by the Company other than restrictions on transfer provided for in this Agreement and the Pre-funded Warrants. The Company has reserved from its duly authorized capital stock the maximum number of Ordinary Shares issuable pursuant to this Agreement and the Pre-funded Warrants. The issuance of the Pre-funded Warrants and Pre-funded Warrant Shares are not subject to any preemptive rights, rights of first refusal or other similar rights of any securityholder of the Company. No holder of Pre-funded Warrants or Pre-funded Warrant Shares will be subject to personal liability solely by reason of being such a holder.

Section 3. Delivery and Payment.

(a) The Closing shall occur at the offices of Company counsel (or at such other place as shall be agreed upon by the Placement Agent and the Company, including via remote transmission of Closing documentation). Subject to the terms and conditions hereof, at the Closing, payment of the purchase price for the Securities sold on the Closing Date shall be made by Federal Funds wire transfer, against delivery of such Securities, and such Securities shall be registered in such name or names and shall be in such denominations, as the Placement Agent may request at least one business day before the time of purchase. Deliveries of the documents with respect to the purchase of the Securities, if any, shall be made at the offices of Company counsel. All actions taken at the Closing shall be deemed to have occurred simultaneously.

Section 4. Covenants and Agreements of the Company and Placement Agent.

The Company further covenants and agrees with the Placement Agent as follows:

(a) Registration Statement. The Company has delivered, or will as promptly as practicable deliver, to the Placement Agent materially complete conformed copies of the Registration Statement and of each consent and certificate of experts, as applicable, filed as a part thereof, and conformed copies of the Registration Statement (without exhibits), the Base Prospectus, the Time of Sale Prospectus and the Prospectus Supplement, as amended or supplemented, in such quantities and at such places as the Placement Agent reasonably requests. Neither the Company nor any of its directors and officers has distributed and none of them will distribute, prior to the Closing Date, any offering material in connection with the offering and sale of the Securities pursuant to the Placement other than the Base Prospectus, the Time of Sale Prospectus, the Prospectus Supplement, the Registration Statement, copies of the documents incorporated by reference therein and any other materials permitted by the Securities Act.

(b) Amendments, Supplements and Other Matters. The Company will comply with the Securities Act and the Exchange Act, and the rules and regulations of the Commission thereunder, so as to permit the completion of the distribution of the Securities as contemplated in this Agreement. If during the Offering period, any event shall occur as a result of which, in the judgment of the Company or in the opinion of the Placement Agent or counsel for the Placement Agent, it becomes necessary to amend or supplement the SEC Reports in order to make the statements therein, in the light of the circumstances under which they were made, as the case may be, not misleading, or if it is necessary at any time to amend or supplement the SEC Reports, the Company will promptly prepare an appropriate amendment or supplement to the SEC Reports, that is necessary in order to make the statements therein as so amended or supplemented, in the light of the circumstances under which they were made, as the case may be, not misleading, or so that the SEC Reports, as so amended or supplemented, will comply with law. Before amending the SEC Reports, the Company will furnish the Placement Agent with a copy of such proposed amendment or supplement and will not distribute any such amendment or supplement to which the Placement Agent reasonably objects.

(c) Copies of any Amendments and Supplements to the SEC Reports. The Company will furnish the Placement Agent, without charge, during the period beginning on the date hereof and ending on the Closing Date of the Offering, as many copies of the SEC Reports and other documents to be furnished to Investors as the Placement Agent may reasonably request; provided that the Company's filing of the SEC Reports on EDGAR shall be deemed to satisfy this covenant.

(d) Transfer Agent. The Company will maintain, at its expense, a transfer agent for the Ordinary Shares.

(e) Periodic Reporting Obligations. For as long as the Company remains subject to the reporting requirements of the Exchange Act, the Company will duly file, on a timely basis, with the Commission and the Trading Market (as defined below) all reports and documents required to be filed under the Exchange Act within the time periods and in the manner required by the Exchange Act.

(f) Additional Documents. The Company will enter into any customary Closing documentation as the Placement Agent or the Investors deem necessary or appropriate to consummate the Offering, all of which will be in form and substance reasonably acceptable to the Placement Agent and the Investors.

(g) No Manipulation of Price. The Company has not taken, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any Ordinary Shares.

(h) Acknowledgment. The Company acknowledges that any advice given by the Placement Agent to the Company is solely for the benefit and use of the Board of Directors of the Company and may not be used, reproduced, disseminated, quoted or referred to, without the Placement Agent's prior written consent.

(i) Announcement of Offering. The Company acknowledges and agrees that the Placement Agent may, subsequent to the Closing and at the Placement Agent's expense, make public its involvement with the Offering.

(j) Reliance on Others. The Company confirms that it will rely on its own counsel and accountants for legal and accounting advice.

(k) Research Matters. By entering into this Agreement, the Placement Agent does not provide any promise, either explicitly or implicitly, of favorable or continued research coverage of the Company and the Company hereby acknowledges and agrees that the Placement Agent's selection as a placement agent for the Offering was in no way conditioned, explicitly or implicitly, on the Placement Agent providing favorable or any research coverage of the Company. In accordance with FINRA Rule 2241(b)(2)(H), the parties acknowledge and agree that the Placement Agent has not directly or indirectly offered favorable research, a specific rating or a specific price target, or threatened to change research, a rating or a price target, to the Company or inducement for the receipt of business or compensation.

Section 5. Conditions of the Obligations of the Placement Agent.

The obligations of the Placement Agent hereunder shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 2 hereof and in the Transaction Documents, in each case as of the date hereof and as of the Closing Date as though then made, to the timely performance by each of the Company of its covenants and other obligations hereunder on and as of such dates, and to each of the following additional conditions:

(a) Transaction Documents. The Transactions Documents shall have been executed and delivered by the Company.

(b) Corporate Proceedings. All corporate proceedings and other legal matters in connection with this Agreement, the Registration Statement, and any Prospectus, and the registration, sale and delivery of the Securities, shall have been completed or resolved in a manner reasonably satisfactory to the Placement Agent's counsel, and such counsel shall have been furnished with such papers and information as it may reasonably have requested to enable such counsel to pass upon the matters referred to in this Section 5.

(c) No Material Adverse Change. Subsequent to the execution and delivery of this Agreement and prior to the Closing Date, in the Placement Agent's sole judgment after consultation with the Company, there shall not have occurred any (i) a Material Adverse Effect (as defined below) on the legality, validity or enforceability of any Transaction Document, (ii) a Material Adverse Effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole, or (iii) a Material Adverse Effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document. "Material Adverse Effect" means any event, circumstance, change, occurrence, effect or development that, individually or in the aggregate, has had, or would reasonably be expected to have, (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and its subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document.

(d) CFO Comfort Certificate. On the Closing Date, the Placement Agent shall receive a signed letter from the Company's Chief Financial Officer addressed to the Placement Agent in form and substance reasonably satisfactory to the Placement Agent and its counsel, in all material respects (the "Comfort Certificate"). The Comfort Certificate shall not disclose any change in the condition (financial or other), earnings, operations, business or prospects of the Company from that set forth in the Incorporated Documents or the applicable Prospectus or prospectus supplement, which, in the Placement Agent's sole judgment, is material and adverse and that makes it, in the Placement Agent's sole judgment, impracticable or inadvisable to proceed with the Offering of the Securities as contemplated by such Prospectus.

(e) Officer's Certificate. The Placement Agent shall have received on the Closing Date a certificate of the Company, dated as of the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer of the Company, to the effect that, and the Placement Agent shall be satisfied that, the signers of such certificate have reviewed the Registration Statement, the Incorporated Documents, any Prospectus, and this Agreement and to the further effect that:

(i) The representations and warranties of the Company in this Agreement are true and correct, as if made on and as of the Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) No stop order suspending the effectiveness of the Registration Statement or the use of any Prospectus has been issued and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, threatened under the Securities Act; no order having the effect of ceasing or suspending the distribution of the Securities or any other securities of the Company has been issued by any securities commission, securities regulatory authority or stock exchange in the United States and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, contemplated by any securities commission, securities regulatory authority or stock exchange in the United States;

(iii) When the Registration Statement became effective, at the time of sale, and at all times subsequent thereto up to the delivery of such certificate, the Registration Statement and the Incorporated Documents, if any, when such documents became effective or were filed with the Commission, and any Prospectus, contained all material information required to be included therein by the Securities Act and the Exchange Act and the applicable rules and regulations of the Commission thereunder, as the case may be, and in all material respects conformed to the requirements of the Securities Act and the Exchange Act and the applicable rules and regulations of the Commission thereunder, as the case may be, and the Registration Statement and the Incorporated Documents, if any, and any Prospectus, did not and do not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided, however, that the preceding representations and warranties contained in this paragraph (iii) shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Placement Agent expressly for use therein) and, since the effective date of the Registration Statement, there has occurred no event required by the Securities Act and the rules and regulations of the Commission thereunder to be set forth in the Incorporated Documents which has not been so set forth; and

(iv) Subsequent to the respective dates as of which information is given in the Registration Statement, the Incorporated Documents and any Prospectus, there has not been: (a) any Material Adverse Effect; (b) any transaction that is material to the Company and its subsidiaries taken as a whole, except transactions entered into in the ordinary course of business; (c) any obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole, incurred by the Company or any of its subsidiaries, except obligations incurred in the ordinary course of business; (d) any material change in the capital stock (except changes thereto resulting from the exercise of outstanding stock options or warrants) or outstanding indebtedness of the Company or any Subsidiary; (e) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company; or (f) any loss or damage (whether or not insured) to the property of the Company or any Subsidiary which has been sustained or will have been sustained which has a Material Adverse Effect.

(f) Secretary's Certificate. At the Closing Date, the Placement Agent shall have received a certificate of the Company signed by the Secretary or another authorized officer of the Company, dated the Closing Date certifying on behalf of the Company and not in an individual capacity: (i) that the constitution of the Company is true and complete, has not been modified and is in full force and effect; (ii) that the resolutions of the Company's Board of Directors relating to the Offering are in full force and effect and have not been modified; and (iii) as to the incumbency of the officers of the Company.

(g) Placement Agent Compensation. The Cash Fee calculated in the manner provided in Section 1(a) of this Agreement and reimbursement of expenses as set forth in Section 6 of this Agreement shall have been paid or delivered to the Placement Agent by wire transfer of immediately available funds to an account specified by the Placement Agent to the Company prior to or concurrently with the Closing.

(h) Additional Documents. On or before the Closing Date, the Placement Agent and counsel for the Placement Agent shall have received such information and documents as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

(i) No Stop Order. No stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the Commission, and any request for additional information on the part of the Commission (to be included in the Registration Statement, the Base Prospectus, the Prospectus Supplement or otherwise) shall have been complied with to the reasonable satisfaction of the Placement Agent. Any filings required to be made by the Company in connection with the Offering shall have been timely filed with the Commission.

(j) The Placement Agent shall not have discovered and disclosed to the Company on or prior to the Closing Date that the Registration Statement, the Base Prospectus, the Prospectus Supplement or any amendment or supplement thereto contains an untrue statement of a fact which, in the reasonable opinion of counsel for the Placement Agent, is material or omits to state any fact which, in the reasonable opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(k) Stock Exchange Listing. The Ordinary Shares are registered under the Exchange Act and, as of the Closing Date, the Securities shall be listed and admitted and authorized for trading on the NYSE American (including any successor quotation service, exchange or marketplace, the "Trading Market") or other applicable U.S. national exchange, or an application for such listing shall have been submitted to the Trading Market, and satisfactory evidence of such action shall have been provided to the Placement Agent. The Company shall have taken no action designed to, or likely to have the effect of terminating the registration of the Ordinary Shares under the Exchange Act or delisting or suspending from trading the Ordinary Shares from the Trading Market or other applicable U.S. national exchange, nor, except as disclosed in the Base Prospectus, Time of Sale Prospectus and Prospectus Supplement, has the Company received any information suggesting that the Commission or the Trading Market or other U.S. applicable national exchange is contemplating terminating such registration or listing.

(l) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would, as of the Closing Date, prevent the issuance or sale of the Securities or materially and adversely affect or potentially and adversely affect the business or operations of the Company; and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Securities or materially and adversely affect or potentially and adversely affect the business or operations of the Company.

(m) FINRA. FINRA shall have raised no objection to the fairness and reasonableness of the terms and arrangements of this Agreement. In addition, the Company shall, if requested by the Placement Agent, make or authorize Placement Agent's counsel to make on the Company's behalf, any filing with the FINRA Corporate Financing Department pursuant to FINRA Rule 5110 with respect to the Placement and pay all filing fees required in connection therewith.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Placement Agent by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 6 (Payment of Expenses), Section 7 (Indemnification and Contribution) and Section 8 (Representations and Indemnities to Survive Delivery) shall at all times be effective and shall survive such termination.

Section 6. Payment of Expenses.

The Company will be responsible for and will pay all expenses relating to the Placement, including, without limitation, (a) all filing fees and expenses relating to the registration of the Securities with the Commission; (b) all fees and expenses relating to the listing of the Company's equity or equity-linked securities on the Trading Market; (c) all fees, expenses and disbursements relating to the registration or qualification of the Securities under the "blue sky" securities laws of such states and other jurisdictions as the Placement Agent may reasonably designate (including, without limitation, all filing and registration fees, and the reasonable fees and disbursements of the Company's "blue sky" counsel, which will be the Placement Agent's counsel) unless such filings are not required in connection with the Offering; (d) fees and expenses, if any, of the transfer agent for the Securities; (e) all fees, expenses and disbursements relating to the registration, qualification or exemption of the Securities under the securities laws of such foreign jurisdictions as Placement Agent may reasonably designate; (f) the costs of all mailing and printing of the placement documents; (g) transfer and/or stamp taxes, if any, payable upon the transfer of Securities from the Company to the Placement Agent; (h) the fees and expenses of the Company's accountants; (i) $150,000 for legal fees and disbursements for the Placement Agent's counsel and other out-of-pocket expenses; and (j) one percent (1.0%) of the gross proceeds of the Offering at the Closing for the Placement Agent's non-accountable expenses.

Section 7. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless the Placement Agent, its affiliates and each person controlling the Placement Agent (within the meaning of Section 15 of the Securities Act), and the directors, officers, agents and employees of the Placement Agent, its affiliates and each such controlling person (the Placement Agent, and each such entity or person. an "Indemnified Person") from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, the "Liabilities"), and shall reimburse each Indemnified Person for all fees and expenses (including the reasonable fees and expenses of one counsel for all Indemnified Persons, except as otherwise expressly provided herein) (collectively, the "Expenses") as they are incurred by an Indemnified Person in investigating, preparing, pursuing or defending any Actions, whether or not any Indemnified Person is a party thereto, (i) caused by a breach by the Company of any of its representations, warranties or covenants contained in this Agreement or in any certificate delivered by or on behalf of the Company in connection with this Agreement, (ii) caused by, or arising out of or in connection with, any untrue statement or alleged untrue statement of a material fact contained in the SEC Reports or by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (other than untrue statements or alleged untrue statements in, or omissions or alleged omissions from, information relating to an Indemnified Person furnished in writing by or on behalf of such Indemnified Person expressly for use in such documents) or (iii) otherwise arising out of or in connection with advice or services rendered or to be rendered by any Indemnified Person pursuant to this Agreement, the transactions contemplated thereby or any Indemnified Person's actions or inactions in connection with any such advice, services or transactions; provided, however, that, in the case of clause (iii) only, the Company shall not be responsible for any Liabilities or Expenses of any Indemnified Person that have resulted primarily from such Indemnified Person's (x) gross negligence, bad faith or willful misconduct in connection with any of the advice, actions, inactions or services referred to above or (y) use of any offering materials or information concerning the Company in connection with the offer or sale of the shares and warrants in the Offering which were not authorized for such use by the Company and which use constitutes negligence, bad faith or willful misconduct. The Company also agrees to reimburse each Indemnified Person for all Expenses as they are incurred in connection with enforcing such Indemnified Person's rights under this Agreement.

(b) Upon receipt by an Indemnified Person of actual notice of an Action against such Indemnified Person with respect to which indemnity may be sought under this Agreement, such Indemnified Person shall promptly notify the Company in writing; provided that failure by any Indemnified Person so to notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise to such Indemnified Person, except to the extent the Company shall have been prejudiced by such failure. The Company shall, if requested by the Placement Agent, assume the defense of any such Action including the employment of counsel reasonably satisfactory to the Placement Agent, which counsel may also be counsel to the Company. Any Indemnified Person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel retained to represent such Indemnified Person shall be at the expense of such Indemnified Person unless: (i) the Company has failed promptly to assume the defense and employ counsel or (ii) the named parties to any such Action (including any impeded parties) include such Indemnified Person and the Company, and such Indemnified Person shall have been advised in the reasonable opinion of counsel that there is an actual conflict of interest that prevents the counsel selected by the Company from representing both the Company (or another client of such counsel) and any Indemnified Person; provided that the Company shall not in such event be responsible hereunder for the fees and expenses of more than one firm of separate counsel for all Indemnified Persons in connection with any Action or related Actions, in addition to any local counsel. The Company shall not be liable for any settlement of any Action effected without its written consent (which shall not be unreasonably withheld). In addition, the Company shall not, without the prior written consent of the Placement Agent (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not such Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from all Liabilities arising out of such Action for which indemnification or contribution may be sought hereunder. The indemnification required hereby shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as such expense, loss, damage or liability is incurred and is due and payable.

(c) In the event that the foregoing indemnity is unavailable to an Indemnified Person other than in accordance with this Agreement, the Company shall contribute to the Liabilities and Expenses paid or payable by such Indemnified Person in such proportion as is appropriate to reflect (i) the relative benefits to the Company, on the one hand, and to the Placement Agent and any other Indemnified Person, on the other hand, of the matters contemplated by this Agreement or (ii) if the allocation provided by the immediately preceding clause is not permitted by applicable law, not only such relative benefits but also the relative fault of the Company, on the one hand, and the Placement Agent and any other Indemnified Person, on the other hand, in connection with the matters as to which such Liabilities or Expenses relate, as well as any other relevant equitable considerations; provided that in no event shall the Company contribute less than the amount necessary to ensure that all Indemnified Persons, in the aggregate, are not liable for any Liabilities and Expenses in excess of the amount of fees actually received by the Placement Agent pursuant to this Agreement. For purposes of this paragraph, the relative benefits to the Company, on the one hand, and to the Placement Agent on the other hand, of the matters contemplated by this Agreement shall be deemed to be in the same proportion as (a) the total value paid or contemplated to be paid to or received or contemplated to be received by the Company in the transaction or transactions that are within the scope of this Agreement, whether or not any such transaction is consummated, bears to (b) the fees paid to the Placement Agent under this Agreement. Notwithstanding the above, no person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act, shall be entitled to contribution from a party who was not guilty of fraudulent misrepresentation.

(d) The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with advice or services rendered or to be rendered by any Indemnified Person pursuant to this Agreement, the transactions contemplated thereby or any Indemnified Person's actions or inactions in connection with any such advice, services or transactions except for Liabilities (and related Expenses) of the Company that are finally judicially determined to have resulted primarily from such Indemnified Person's gross negligence or willful misconduct in connection with any such advice, actions, inactions or services.

(e) The reimbursement, indemnity and contribution obligations of the Company set forth herein shall apply to any modification of this Agreement and shall remain in full force and effect regardless of any termination of, or the completion of any Indemnified Person's services under or in connection with, this Agreement.

Section 8. Representations and Indemnities to Survive Delivery.

The respective indemnities, agreements, representations, warranties and other statements of the Company or any person controlling the Company, of its officers, and of the Placement Agent set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Placement Agent, the Company, or any of its or their partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the shares and warrants sold hereunder and any termination of this Agreement. A successor to the Placement Agent, or to the Company, its directors or officers or any person controlling the Company, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Agreement.

Section 9. Notices.

All communications hereunder shall be in writing and shall be mailed, hand delivered, telecopied or e-mailed and confirmed to the parties hereto as follows:

If to the Placement Agent, to:

D. Boral Capital LLC
590 Madison Avenue, 39th Floor
New York, NY 10022
Attention: Philip Wiederlight, Chief Operating Officer
Email: pwiederlight@dboralcapital.com

With a copy (which shall not constitute notice) to:

Sichenzia Ross Ference Carmel LLP
1185 Avenue of the Americas, 26th floor
New York, NY 10036
Attn: Ross Carmel, Esq.
Email: rcarmel@srfc.law

If to the Company, to the address set forth above, attention: Roger Hamilton, CEO, E-Mail: roger@geniusgroup.ai.

With a copy (which shall not constitute notice) to:

Jolie Kahn, Esq.
430 Park Avenue, 19th floor
New York, NY 10022
E-Mail: joliekahnlaw@sbcglobal.net

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 10. Prior Agreement. By entering into this Agreement, the parties agree that that any prior letter of engagement between the parties relating to the Offering, shall automatically terminate and cease to have any effect whatsoever and shall be superseded in its entirety by this Agreement.

Section 11. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the employees, officers and directors and controlling persons referred to in Section 7 hereof, and to their respective successors, and personal representative, and no other person will have any right or obligation hereunder.

Section 12. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 13. Governing Law Provisions. This Agreement shall be deemed to have been made and delivered in New York, New York and both this Agreement and the transactions contemplated hereby shall be governed as to validity, interpretation, construction, effect and in all other respects by the internal laws of the State of New York, without regard to the conflict of laws principles thereof. Each of the Placement Agent and the Company: (i) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement and/or the transactions contemplated hereby shall be instituted exclusively in New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (ii) waives any objection which it may have or hereafter to the venue of any such suit, action or proceeding, and (iii) irrevocably consents to the jurisdiction of the New York Supreme Court, County of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the Placement Agent and the Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York and agrees that service of process upon the Company mailed by certified mail to the Company's address shall be deemed in every respect effective service of process upon the Company, in any such suit, action or proceeding, and service of process upon the Placement Agent mailed by certified mail to the Placement Agent's address shall be deemed in every respect effective service process upon the Placement Agent, in any such suit, action or proceeding. Notwithstanding any provision of this Agreement to the contrary, the Company agrees that neither the Placement Agent nor its affiliates, and the respective officers, directors, employees, agents and representatives of the Placement Agent, its affiliates and each other person, if any, controlling the Placement Agent or any of its affiliates, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement and transaction described herein except for any such liability for losses, claims, damages or liabilities incurred by us that are finally judicially determined to have resulted from the bad faith or gross negligence of such individuals or entities. If either party shall commence an action or proceeding to enforce any provision of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

Section 14. Tail.

(a) For a period of twenty-four (24) months after the Closing of the Offering, the Placement Agent will receive compensation equal to the Cash Fee set forth herein with respect to any public and private equity, equity-linked, convertible or debt (excluding commercial bank debt) offerings of the Company, sale, merger, acquisition or other similar transactions (each, a "Transaction") occurring with a party contacted by the Placement Agent or first introduced to the Company by the Placement Agent, including but not limited to, in-person, via email, telephone or video conference during the period beginning on April 7, 2026 and ending on the Closing of the Offering.

The term "Transaction" shall include, without limitation, public and private equity, equity-linked, convertible or debt (excluding debt including commercial bank debt) offerings of the Company, any investment in (whether in one or a series of transactions) the assets or the capital stock of the Company, through any proposed merger, consolidation, joint venture or other business/strategic combination with or involving the Company or any event which results in the transfer of control of or a material interest in the Company or of all or a substantial amount of the assets thereof, as well as any recapitalization or restructuring of the Company by the current owners, a third party or any combination thereof, or any other form of transaction which results in the effective acquisition of the principal business and operations of the Company.

Section 15. Lock-ups.

(a) The Company's directors, officers and holders of more than five percent (5%) of the Company's outstanding shares as of the Closing Date will enter into customary "lock-up" agreements in favor of the Placement Agent for a period of thirty (30) days from the date of the Offering (in the form of Exhibit A attached hereto, the "Lock-up Agreement"), and

(b) The Company hereby agrees that it and any successor to the Company (the "Company Lock-Up"), for a period of two (2) months from the Closing Date, that each will not (A) offer, sell, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; or (B) file or caused to be filed any registration statement with the Commission relating to the offering of any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company. Notwithstanding the foregoing, the Company Lock-Up shall not be applicable to any Exempt Issuance. "Exempt Issuance" means the issuance of (a) Ordinary Shares and or units at a price equal to or greater than $0.60 per share (except for Ordinary Shares sold pursuant to the At The Market Offering (as defined below)), (b) any securities of the Company which would entitle the holder thereof to acquire at any time Ordinary Shares (the "Ordinary Share Equivalents") which have an exercise or conversion price equal to or greater than $0.60 per share, (c) Ordinary Shares or Ordinary Share Equivalents related to any strategic acquisitions by the Company, or (d) Ordinary Shares pursuant to the At The Market Offering (as defined below) (i) after two (2) months from the Closing Date, (ii) prior to two (2) weeks from the Closing Date if the sale price is greater than $0.60 per share and (iii) subsequent to that two (2) week period and prior to the two (2) month anniversary of the Closing Date if the sale price is greater than $0.35 per share. "At The Market Offering" means the Company's current at-the-market offering pursuant to that certain At-the-Market Offering Agreement, dated as of June 28, 2024, by and between Genius Group Limited and H.C. Wainwright & Co., LLC.

Section 16. General Provisions.

(a) This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

(b) The Company acknowledges that in connection with the offering of the Securities: (i) the Placement Agent has acted at arm's length, are not agents of, and owe no fiduciary duties to the Company or any other person, (ii) the Placement Agent owes the Company only those duties and obligations set forth in this Agreement and (iii) the Placement Agent may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

[*The remainder of this page has been intentionally left blank.*]

If the foregoing is in accordance with your understanding of our agreement, please sign below whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

D. BORAL CAPITAL, LLC

By: _____
Name:
Title:

The foregoing Placement Agency Agreement is hereby confirmed and accepted as of the date first above written.

GENIUS GROUP LIMITED

By: _____
Name: Roger Hamilton
Title: Chief Executive Officer

EXHIBIT A

LOCK-UP AGREEMENT

[Attached hereto.]

Exhibit 10.4

Lock-Up Agreement

April __, 2026

D. Boral Capital, LLC
590 Madison Avenue, 39th Floor
New York, NY 10022

Re: Genius Group Limited

Ladies and Gentlemen:

The undersigned understands that D. Boral Capital, LLC (the "Placement Agent") proposes to act as placement agent on a "best efforts" basis in connection with a public offering (the "Offering") of securities of Genius Group Limited, a Singapore corporation (the "Company"), pursuant to that certain placement agency agreement, dated as of April 15, 2026 (the "Placement Agency Agreement"), by and among the Company and the Placement Agent.

To induce the Placement Agent to enter into the Placement Agency Agreement, and in light of the benefits that the Offering will confer upon the undersigned in its capacity as a director, officer and/or 5% shareholder of the Company, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the undersigned hereby agrees that, without the prior written consent of the Placement Agent, the undersigned, who is a director, officer or holder of 5% or more of the outstanding ordinary shares, no par value per share, of the Company ("Ordinary Shares") of the Company, will not, during the period commencing on the date hereof and ending thirty (30) days after the date the Offering is completed (the "Lock-Up Period"), (1) offer, pledge, sell contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the "Lock-Up Securities"); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities without the prior written consent of the Placement Agent in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Offering; (b) transfers of Lock-Up Securities as a *bona fide* gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this lock-up agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); (c) transfers of Lock-Up Securities to a charity or educational institution; or (d) if the undersigned, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be; *provided* that in the case of any transfer pursuant to the foregoing clauses (b), (c) or (d), it shall be a condition to any such transfer that (i) the transferee/donee agrees to be bound by the terms of this lock-up agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee/donee were a party hereto; and (ii) the undersigned notifies the Placement Agent at least two (2) business days prior to the proposed transfer or disposition. With the prior written consent of the Placement Agent, the undersigned may enter into arrangements within the Lock-Up Period regarding the transfer of the Lock-Up Securities after the end of the Lock-Up Period.

In addition, the foregoing restrictions shall not apply to (i) the exercise of stock options granted pursuant to the Company's equity incentive plans existing on the date hereof or to any of the undersigned's Ordinary Shares issued upon such exercise, (ii) exercise of warrants; provided that it shall apply to any of the undersigned's Ordinary Shares issued upon such exercise, or (iii) pursuant to an existing contract, instruction or plan (a "Plan") that satisfies all of the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act, (iv) the establishment of any new Plan; *provided* that no sales of the undersigned's Ordinary Shares shall be made pursuant to such new Plan prior to the expiration of the Lock-Up Period, and such a Plan may only be established if no public announcement of the establishment or existence thereof and no filing with the Securities and Exchange Commission or other regulatory authority in respect thereof or transactions thereunder or contemplated thereby, by the undersigned, the Company or any other person, shall be required, and no such announcement or filing is made voluntarily, by the undersigned, the Company or any other person, prior to the expiration of the Lock-Up Period.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's securities subject to this lock-up agreement except in compliance with this lock-up agreement.

If the undersigned is an officer or director of the Company, (i) the undersigned agrees that the foregoing restrictions shall be equally applicable to any Ordinary Shares, and/or pre-funded warrants to purchase Ordinary Shares in lieu thereof, that the undersigned may purchase in the Offering; (ii) the Placement Agent agrees that, at least three (3) business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities, the Placement Agent will notify the Company of the impending release or waiver; and (iii) the Company has agreed in the Placement Agency Agreement to announce the impending release or waiver by press release through a major news service at least two (2) business days before the effective date of the release or waiver.

Any release or waiver granted by the Placement Agent hereunder to any such officer or director shall only be effective two (2) business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer of Lock-Up Securities not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of such transfer.

The undersigned understands that the Company and the Placement Agent are relying upon this lock-up agreement in proceeding toward consummation of the Offering. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

This lock-up agreement shall automatically terminate if the Placement Agent, or the Company, advising the other in writing, has determined not to proceed with the Offering, or the sale of the Company's securities in the Offering pursuant to the Placement Agency Agreement.

This lock-up agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

_____
(Name - Please Print)

_____
(Signature)

_____
(Name of Signatory, in the case of entities - Please Print)

_____
(Title of Signatory, in the case of entities - Please Print)

Address: _____

_____

_____

Exhibit 10.5

NOTE PURCHASE AGREEMENT

This NOTE PURCHASE AGREEMENT ("Agreement") is entered into on April 16, 2026, BETWEEN:

Genius Group Ltd and its subsidiaries, a public limited company duly organized and incorporated under the laws of Singapore, having its registered seat at 3 Temasek Avenue, #18-01, Centennial Tower, Singapore 039190.

(Hereinafter referred to as the "Purchaser", "GG" or a "Party")

AND

Jewel Investments LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, United States of America, with principal place of business at 880 Third Avenue, 5th Floor, New York, NY 10022, and its Affiliates (the "Investco")

(Hereinafter referred to as the "Seller" or a "Party", and collectively with the Purchaser, the "Parties")

WHEREAS:

A. Genius Group Ltd and its subsidiaries (hereinafter referred to as "GG") is a global AI-powered, education group, publicly listed on NYSE American (Ticker: GNS). The Purchaser intends to acquire a note convertible into an equity interest in a licensed digital banking platform to complement its digital asset and stablecoin strategy following the passage of the GENIUS Act.

B. Jewel Investments LLC (the "Investco") is a Delaware limited liability company that, following a completed recapitalization, will own 58.3% of the issued and outstanding equity interests of Jewel Financial Limited ("Holdings") which owns 100% of the issued and outstanding equity of Jewel Bancorp Limited (the "Bank"), a Bermuda exempted company holding both a full banking license issued under the Banks and Deposit Companies Act 1998 and a Class F digital asset business license issued under the Digital Asset Business Act 2018 by the Bermuda Monetary Authority ("BMA").

C. This Agreement is for the purchase by GG of that certain Senior Secured Convertible Promissory Note in the original principal amount of US$2,000,000, dated October 1, 2025, issued by the Bank to the Investco pursuant to the Existing NPA (the "Sale Note"), which is immediately convertible at Closing into shares of Holdings equal to 9.9% of the issued and outstanding shares of Holdings at such time (the "Sale Shares"), based on the capitalisation of Holdings as at the Closing Date, representing an effective 9.9% economic interest in the Bank, in exchange for shares of GG common stock and cash consideration as set forth herein.

D. The Parties have agreed to make certain warranties, covenants and agreements in connection with the transactions contemplated by this Agreement, and the terms of this Agreement reflect the Non-Binding Indicative Term Sheet dated March 18, 2026 between Genius Group Limited and American Ventures LLC, as modified (the "Term Sheet").

NOW THEREFORE, in consideration of the above recitals, the warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confirmed, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. The terms listed below and throughout this Agreement have the following meanings when used in capitalized form unless otherwise expressly provided for elsewhere in this Agreement or in the specific context in which they appear. For the avoidance of doubt, all defined terms shall apply consistently throughout this Agreement and any amendment, supplement, restatement or modification thereof.

a) **"Affiliate"** means with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person.

b) **"Agreement"** means this Share Purchase Agreement and shall include the recitals and/or schedules attached hereto.

c) **"Bank"** means Jewel Bancorp Limited, a Bermuda exempted company holding a full banking license and a Class F digital asset business license issued by the BMA.

d) **"BDCA"** means the Banks and Deposit Companies Act 1998 of Bermuda, as amended from time to time.

e) **"BMA"** means the Bermuda Monetary Authority, the central bank and principal financial regulator of Bermuda.

f) **"Books and Records"** means all files, documents, instruments, papers and materials relating to the Seller, Holdings or the Bank including financial statements, tax returns, compliance records and customer files.

g) **"Business Day"** means any day other than a Saturday, Sunday, or public holiday in Singapore, New York, or Hamilton, Bermuda.

h) **"Cash Consideration"** means Five Million Five Hundred Thousand US Dollars (US$5,500,000), with Five Million Dollars allocated to Bank working capital and Five Hundred Thousand Dollars to existing shareholders.

i) **"Claims"** means any and all demands, claims, actions, causes of action, notices, suits, litigations, prosecutions, mediation proceedings, arbitration proceedings or proceedings of any kind.

j) **"Closing Date"** means on or about April 16, 2026.

k) **"Closing"** means the completion and consummation of the sale and purchase of the Sale Shares in accordance with Section 7.

l) **"Conditions Precedent"** means the conditions precedent to the Parties' respective obligations to consummate the transaction, as set out in Section 5.

m) **"Consideration Shares"** means Fifteen Million (15,000,000) ordinary, fully paid and non-assessable shares of GG issued at a Deemed Issue Price of US$0.40 per share.

n) **"DABA"** means the Digital Asset Business Act 2018 of Bermuda, as amended from time to time.

o) **"Damages"** means any and all monetary damages, losses, fines, penalties and out-of-pocket expenses including consequential and punitive damages.

p) **"Encumbrance"** means any mortgage, charge, lien, pledge, hypothecation, assignment, deed of trust, security interest or equitable interest of any kind.

q) **"Execution Date"** means the date of execution and delivery of this Agreement by all Parties.

r) **"GG Shares"** means the ordinary shares of Genius Group Limited, listed on NYSE American (Ticker: GNS).

s) **"Holdings"** means Jewel Financial Limited, the sole shareholder of the Bank.

t) **"Investco"** means Jewel Investments LLC, a Delaware limited liability company.

u) **"Law or Laws"** means any statute, law, regulation, ordinance, rule, court order, decree, permits, licenses, approvals and governmental requirements.

v) **"Liabilities"** means any direct or indirect liability, indebtedness, obligation, expense or deficiency of any type, known or unknown, absolute or contingent.

w) **"Market Price"** means the average of the daily VWAP prices of GG Shares for five consecutive trading days immediately preceding the day in question.

x) **"Material Adverse Effect"** means any material adverse effect in the business or financial condition of the Seller, Holdings or the Bank taken as a whole.

y) **"Existing NPA"** means that certain Senior Secured Convertible Note Purchase Agreement dated October 1, 2025 among the Investco and the Jewel Parties (as defined therein).

z) **"Person"** means any individual, corporation, partnership, LLC, trust, governmental authority or other entity.

aa) **"Purchase Price"** has the meaning set out in Section 3.1 of this Agreement.

bb) **"Sale Note"** means that certain Senior Secured Convertible Promissory Note in the original principal amount of US$2,000,000, dated October 1, 2025, issued by the Bank to the Investco pursuant to the Existing NPA.

cc) **"Transaction Documents"** means, collectively, this Agreement and each other agreement or document to be executed in connection with the Transaction.

dd) **"Transaction"** means the share purchase and sale of the Sale Shares contemplated by this Agreement.

1.2 Interpretation Rules.

a) In this Agreement, words denoting the singular number shall include the plural and vice versa, and words denoting one gender shall include the other genders.

b) All references to "hereof", "herein", "hereunder" and similar expressions refer to this Agreement as a whole.

c) References to Section numbers refer to Sections of this Agreement.

d) The term "in writing" includes printing, typing and other forms of legible representation.

e) The words "directly" and "indirectly" have the meanings ascribed in context.

f) Section headings are for convenience only and do not affect the meaning.

g) References to any statute or legislation include any amendments and re-enactments thereof.

h) The words "include" and "including" shall be construed as including without limitation.

i) Time is of the essence in this Agreement.

j) Any reference to the "knowledge" of a Party means the actual knowledge of such Party's executive officers after reasonable inquiry.

k) References to "days", "months", and "years" are to calendar days, months and years respectively.

l) Any word defined in the recitals shall have the same meaning throughout this Agreement.

m) All references to dollars or "$" are references to United States dollars.

n) The Parties acknowledge this has been negotiated at arm's length between sophisticated parties.

o) In any conflict between recitals and operative provisions, operative provisions shall prevail.

2. PURCHASE OF SHARES

2.1 Upon the satisfaction of the Conditions Precedent, the Seller agrees to sell, and the Purchaser agrees to purchase, the Sale Note which shall be immediately convertible at Closing into shares of Holdings equal to 9.9% of the total issued and outstanding shares of Holdings at such time (the "Sale Shares"), based on the capitalisation of Holdings as at the Closing Date and without giving effect to any subsequent issuances of shares by Holdings in connection with any remaining capital contributions of the Investco under the Existing NPA or any recapitalisation thereof, free from all Encumbrances and together with all rights and privileges attached thereto.

2.2 The Parties acknowledge that the conversion of the Sale Note into the Sale Shares will be based solely on the current capitalisation of Holdings and does not reflect the full equity structure that will exist after the Investco completes its remaining capital contributions under the Existing NPA or otherwise renegotiates and recapitalises its investment in Holdings. Upon conversion, the Sale Shares shall provide the Purchaser with an effective 9.9% economic interest in the Bank.

2.3 For the avoidance of doubt, the Parties acknowledge that the transaction contemplated herein includes all rights, title, interest, and benefits appertaining to the Sale Note, including all distribution rights and information rights associated with the Sale Shares, subject to Section 2.6.

2.4 Once the Investco has completed its remaining capital contributions under the Existing NPA (or any renegotiation or recapitalisation thereof), and any additional issuances of shares by Holdings have been completed in connection therewith, the Purchaser shall have the right, but not the obligation, to exchange its Sale Shares for a revised number of shares of Holdings equal to 9.9% of the fully diluted issued and outstanding equity of Holdings after giving effect to all such additional issuances (the "Equity Adjustment Right"). The Equity Adjustment Right shall be a one-time adjustment or exchange right and shall not constitute an ongoing anti-dilution provision.

2.5 Upon exercise of the Equity Adjustment Right by written notice to the Seller, the adjustment shall be effected by either: (a) the surrender and cancellation of the existing Sale Shares and the issuance of new shares of Holdings to the Purchaser in such number as is necessary to provide the Purchaser with 9.9% of the fully diluted issued and outstanding equity of Holdings after giving effect to the additional issuances contemplated by Section 2.4; or (b) the issuance of incremental shares of Holdings to the Purchaser in such number as, together with the existing Sale Shares, provides the Purchaser with 9.9% of such fully diluted issued and outstanding equity, as determined by the Parties acting reasonably.

2.6 Notwithstanding any other provision of this Agreement, the terms of any class of shares of Holdings, or the provisions of the Sale Note, the Sale Shares (and any shares received upon exercise of the Equity Adjustment Right) shall carry only one (1) vote per share on all matters, and the Purchaser shall not be entitled to any enhanced voting rights, including the seven (7) votes per share attached to any Class B Shares of Holdings.

2.7 The Purchaser shall not, and shall procure that its Affiliates shall not, without the prior written non-objection or approval of the BMA (to the extent required under applicable Law): (a) acquire any additional shares or interests in Holdings or the Bank that would increase the Purchaser's shareholding or voting power beyond the thresholds specified in section 25 of the BDCA (being 10%, 20%, 30%, 40%, 50%, 60% and 75%) without first serving notice on the BMA and complying with the applicable notification and approval procedures; (b) take any action that would cause the Purchaser to become a controller (as defined in section 7 of the BDCA) of the Bank other than as a shareholder controller; or (c) exercise any rights under this Agreement in a manner that would cause the Bank to fail to satisfy the minimum licensing criteria set out in the Second Schedule to the BDCA or that would otherwise give rise to a ground for restriction or revocation of the Bank's banking licence.

2.8 Immediately upon closing of the financing from High Tide Gold, the Board of Holdings shall increase to seven (7) directors, and the Purchaser shall have the right to appoint one director to the Board of Holdings at its sole discretion as to the identity of that director (intended to be Roger Hamilton, CEO of the Purchaser), which right to appoint one director shall continue to exist so long as the Purchaser beneficially owns its Consideration Shares (either directly or indirectly).

3. PURCHASE PRICE AND PAYMENT

3.1 The aggregate purchase price for the Sale Shares shall be US$11,500,000 (the "Purchase Price"), consisting of: (a) the Cash Consideration of US$5,500,000, payable in cash at Closing; and (b) the Consideration Shares, being 15,000,000 GG Shares valued at US$0.40 per share (US$6,000,000 in aggregate). At Closing, the Sale Note shall become immediately convertible into such number of shares of Holdings as represents 9.9% of the issued and outstanding equity of Holdings at such time, subject to the voting cutback set forth in Section 2.6.

3.2 The Purchaser shall on the Closing Date pay the Cash Consideration of US$5,500,000 by wire transfer to an account designated by the Seller. Of this amount, US$5,000,000 shall be allocated to the working capital of the Bank and US$500,000 shall be payable to existing equityholders of the Investco.

3.3 The Purchaser shall on the Closing Date issue the Consideration Shares to the Seller. The Consideration Shares shall be issued fully paid at a deemed price per share of US$0.40 (the "Deemed Issue Price"), being within the 5-day volume-weighted average price (VWAP) range under applicable NYSE American rules.

3.4 Pari Passu. The Consideration Shares rank pari passu with all other ordinary GG Class A ordinary shares.

4. PUBLIC COMPANY OBLIGATIONS

4.1 The Seller shall comply with all applicable federal and state securities laws and the rules and regulations of the SEC and NYSE American, in each case solely to the extent applicable to the Seller as a recipient and holder of the Consideration Shares and to the extent reasonably within the Seller's control. The Purchaser shall provide the Seller with reasonable prior written notice of any specific compliance actions or restrictions required of the Seller in connection with such laws, rules, or regulations, and the Seller shall reasonably cooperate with such requirements.

4.2 Resale Registration. The Consideration Shares are issued pursuant to a private placement transaction under Section 4(a)(2) of the Securities Act of 1933, as amended, and will be registered pursuant to a resale registration statement on Form F-3 which will be filed pursuant to the registration rights agreement being executed simultaneously herewith.

5. CONDITIONS PRECEDENT

5.1 Purchaser Conditions Precedent to Closing. The obligations of the Purchaser to purchase the Sale Shares on the Closing Date are subject to the satisfaction, or waiver in writing by the Purchaser, of each of the following conditions:

a) Compliance with Obligations. The Seller shall have performed and complied in all material respects with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with on or before Closing, and shall have obtained all approvals, consents, and qualifications necessary to complete the sale and purchase of the Sale Shares.

b) No Legal Proceedings. No administrative, investigatory, judicial, quasi-judicial, or arbitration proceedings shall have been brought by any Person seeking to enjoin or seek Damages from any party in connection with the sale and purchase of the Sale Shares, and no order, injunction, or other action shall have been issued, pending or threatened, which prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated under this Agreement.

c) Accuracy of Warranties. The Seller shall have delivered to the Purchaser a certificate, dated as of the Closing Date, executed by a duly authorized officer of the Seller, certifying that the representations and warranties set out in Section 8 are true, correct, and complete in all material respects as of the Closing Date as though made on and as of such date.

d) Due Diligence Completion. The Purchaser shall have completed, to its reasonable satisfaction, its due diligence review of the Investco, Holdings and the Bank, including review of the Bank's regulatory status with the BMA, corporate structure, financial condition, technology platform, capital structure, and the path to full BMA operational approval and commercial launch.

e) Board Approval. The transactions contemplated by this Agreement shall have been duly approved by the respective Boards of Directors of the Purchaser and the Seller, and evidence of such approvals shall have been provided to the other Party.

f) Regulatory Compliance. No regulatory prohibition, order, or directive shall have been issued by any Governmental Entity preventing or materially restricting the consummation of the transactions contemplated by this Agreement or the Transaction Documents.

g) No Material Adverse Change. There shall have been no Material Adverse Change in the business, assets, financial condition, operations, or prospects of the Seller, Holdings or the Bank between the Execution Date and the Closing Date, and the Seller shall have delivered a certificate to such effect.

h) Recapitalisation Complete. The recapitalisation of the Investco shall have been completed in full such that it owns 58.3% of the issued and outstanding equity interests of Holdings, and all prior convertible debt instruments shall have been converted or extinguished and consolidated into the non-voting SPV structure as described to the Purchaser during due diligence.

i) BMA Non-Objection. (i) The Bermuda Monetary Authority shall not have raised any objection to the change in beneficial ownership of the Bank resulting from this Transaction, and shall not have indicated any intention to revoke, suspend, or materially modify the Bank's banking license or Class F digital asset business license as a consequence of this Transaction.

j) Consents and Waivers. The Seller shall have obtained all necessary consents, waivers, and no-objections in writing from any Person as may be required under any applicable Law, contract, or organizational document for the execution, delivery, and performance of the Transaction Documents, including any consent required from existing members of the Investco.

5.2 Seller Conditions. Seller Conditions Precedent to Closing. The obligations of the Seller to sell the Sale Shares on the Closing Date are subject to the satisfaction, or waiver by the Seller, of each of the following conditions:

a) Compliance with Obligations. The Purchaser shall have performed and complied in all material respects with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with on or before Closing, and shall have obtained all approvals, consents, and qualifications necessary to complete the transfer of the Sale Shares.

b) Consents and Waivers. The Purchaser shall have obtained all necessary consents, waivers, and no-objections in writing from any Person as may be required under any applicable Law or contract for the execution, delivery, and performance of the Transaction Documents, including any approvals required by NYSE American or the SEC.

6. PRE-CLOSING ACTIONS

6.1 Between the Execution Date and the Closing Date, except as expressly permitted or required by this Agreement or with the prior written consent of the Purchaser, the Seller shall: (a) not directly or indirectly initiate or engage in discussions or negotiations with any other Person for the purpose of any transactions in respect of any of the Sale Shares or any assets of the Seller, Holdings or the Bank; (b) not carry out any action or omission which may affect the proposed transaction under this Agreement, or which may reduce or dilute the effective ownership of the Purchaser upon Closing; (c) not pass any resolution which is inconsistent with any provision of, or transactions contemplated under, the Transaction Documents; (d) conduct its operations in the ordinary course of business; (e) materially comply with all applicable Laws; and (f) not agree or otherwise commit to taking any of the actions described in subsections (a) through (e).

6.2 Each of the Seller and the Purchaser shall promptly advise the other in writing of any event, occurrence, fact, condition, change, development, or effect that has had or may reasonably be expected to have a Material Adverse Effect. Each Party shall allow the other reasonable access until the Closing Date to its books, records, and other relevant documents necessary for the transactions contemplated herein. From the Execution Date to the Closing Date, GG will make all required pre-transaction disclosures to the SEC and shall fulfill all other obligations required by the SEC.

7. CLOSING, DELIVERY, AND PAYMENT

7.1 Subject to the satisfaction or waiver of the Conditions Precedent, Closing shall take place on or about the Closing Date, or such later date as mutually agreed by the Parties, but in any event not later than April 20, 2026 (the "Outside Date").

7.2 At Closing, both parties shall confirm they have complied with all necessary compliance as per their constitution, including any necessary Board and shareholder approvals.

7.3 At Closing, the Seller shall deliver to the Purchaser: (a) the original Sale Note (or a lost note affidavit in a form reasonably acceptable to the Purchaser) and an instrument of assignment transferring the Sale Note to the Purchaser; (b) any necessary consents or approvals required for the transfer of the Sale Note; (c) evidence of the completion of the recapitalisation such that the Investco owns its expected percentage of the issued and outstanding equity interests of Holdings; (d) written confirmation from Holdings that, upon conversion of the Sale Note by the Purchaser, the register of members of Holdings shall be updated to reflect the Purchaser as a 9.9% shareholder; (e) a certificate of good standing for the Investco from the State of Delaware; and (f) any other document reasonably required by the Purchaser.

7.4 On receipt of the Cash Payment from the related Share Purchase Agreement with American Ventures LLC, the Purchaser shall: (a) pay the Cash Consideration of US$5,500,000 by wire transfer to an account designated by the Seller; and (b) issue the Consideration Shares of 15,000,000 GG Shares to the Seller.

7.5 The obligations of each of the Parties in this Section are interdependent on each other. Closing shall not occur unless all of the obligations specified in this Section are complied with and are fully effective. All transactions to be consummated at the Closing shall be deemed to occur simultaneously.

7.6 The Purchaser acknowledges that US$5,000,000 of the Cash Consideration is designated for working capital of the Bank to support its path to full BMA operational approval and commercial launch.

7.7 Within one month of Closing, both Parties will: (a) procure such amendments to the bye-laws or constitutional documents of Holdings as are necessary to reflect the Purchaser's 9.9% shareholding and the provisions of Section 2.6; (b) appoint the Purchaser's designated representative to the Board of Directors of Holdings and, subject to BMA approval, to the Board of the Bank; and (c) communicate the transaction to relevant stakeholders in accordance with applicable securities laws and stock exchange rules.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants, on behalf of itself, its shareholders and its subsidiaries, to and for the benefit of Purchaser and the other Purchaser Indemnitees, as follows, as of the date hereof and as of the Closing Date:

8.1 Organization, Standing and Power. The Investco: (i) is duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) has the requisite power to carry on its business as now being conducted; and (iii) is duly qualified, licensed and admitted to doing business in each jurisdiction in which such qualification is necessary.

8.2 Ownership of Holdings Shares. The Investco owns, or upon completion of the recapitalisation will own, 58.3% of the issued and outstanding equity interests of Holdings, free and clear of all Encumbrances, and has good and marketable title thereto.

8.3 Authority and Due Execution. Seller has all requisite power and authority to enter into this Agreement and each Transaction Document to which it is a party and to consummate the Transaction. This Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms.

8.4 Non-Contravention. The execution and delivery of this Agreement and each Transaction Document will not: (i) conflict with or violate any of the Organizational Documents of the Seller or the Bank; (ii) conflict with or violate any applicable Law to which any of the Seller, Holdings or the Bank is subject; or (iii) result in any material breach of or constitute a material default under any material contract to which any of the Seller, Holdings or the Bank is a party.

8.5 Financial Statements. The cash flow reports and other financial information provided to the Purchaser fairly present in all material respects the cash position and operating expenses of the Bank for the periods covered. The Purchaser acknowledges that the Bank is a pre-revenue entity and that audited financial statements may not be available at the Execution Date.

8.6 No Undisclosed Liabilities. Except as disclosed to the Purchaser in the data room or in writing, none of the Seller, Holdings or the Bank has any material Liability of any nature other than: (i) liabilities reflected in the financial information provided; (ii) liabilities incurred in the ordinary course of business since the date of such financial information; and (iii) liabilities under this Agreement or the Transaction Documents.

8.7 Regulatory Status. (a) The Bank holds a full banking license issued by the BMA pursuant to the BDCA and a Class F digital asset business license under DABA. (b) To the knowledge of the Seller, there are no pending or threatened regulatory actions, enforcement proceedings, or sanctions by the BMA against the Bank that would reasonably be expected to result in the revocation or material limitation of the Bank's licenses. (c) The Bank is current on all banking dues, license fees, and regulatory filings required by the BMA.

8.8 Litigation. To the knowledge of the Seller, there has not been any legal proceeding pending or threatened against the Seller or the Bank, and there are no Legal Proceedings that are pending or threatened by or against the Seller or the Bank in their capacities as such.

8.9 Tax Matters. The Seller has paid on a timely basis all Taxes relating to the Seller and the Bank that are due and payable. There are no pending or threatened audits, investigations, disputes, or claims for or relating to any Taxes of the Seller which would reasonably be expected to result in any material liability.

8.10 Insurance. The Bank maintains directors and officers liability insurance in full force and effect, with coverage extended through 2026. The Seller has not received written notice of cancellation of such insurance policies, nor has the Seller been denied insurance or suffered the cancellation of any insurance with respect to the Business during the past three years.

8.11 Intellectual Property. The Bank owns or has sufficient rights to all intellectual property used in or necessary for the conduct of its business, including the "Bank in a Box" technology platform built on the Mambu core banking system, the JUSD stablecoin infrastructure, and the Jewel Bank brand and trademarks.

8.12 FCPA; Anti-Bribery. None of the Seller, Holdings or the Bank, nor any of their respective directors, officers, employees, or agents, has taken any action that would result in a violation of the Foreign Corrupt Practices Act of 1977 (15 U.S.C. 78m(b), 78dd-1, 78dd-2, 78ff), or any other applicable anti-corruption or anti-bribery law binding on any of them.

8.13 No Broker. No broker, finder or investment banker is entitled to any brokerage, finders or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

9. REPRESENTATIONS AND WARRANTIES OF PURCHASER

9.1 Organization. GG is a public limited company duly organized and validly existing under the laws of the Republic of Singapore and is listed on NYSE American (Ticker: GNS).

9.2 Authority. GG has all requisite power and authority to enter into this Agreement and to consummate the Transaction. The execution, delivery and performance have been duly authorized by all necessary corporate action.

9.3 Due Execution. This Agreement has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms.

9.4 Consideration Shares. The Consideration Shares, when issued, will be duly authorized, validly issued, fully paid and non-assessable, and will be issued pursuant to the Purchaser's existing shelf registration statement filed with the SEC.

10. INDEMNIFICATION AND DAMAGES

10.1 Each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its Affiliates (each an "Indemnified Party") from and against any and all Claims, Damages, Losses, costs and expenses (including reasonable legal fees) arising out of or resulting from any breach of any warranty, representation, covenant or agreement made by the Indemnifying Party in this Agreement or any Transaction Document; provided, however, that in no event shall Damages include any consequential, special, or punitive damages, except to the extent such damages are awarded to a third party in connection with a Third-Party Claim for which indemnification is otherwise required hereunder.

10.2 The aggregate liability of either Party under this Section shall not exceed the Purchase Price of US$11,500,000. No claim for indemnification may be made after the date that is eighteen (18) months following the Closing Date, except for claims relating to fraud, which shall survive indefinitely.

11. LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect, consequential, special or punitive damages, including loss of profits, loss of business, loss of goodwill, or loss of anticipated savings, except in the case of fraud or willful misconduct.

12. TERMINATION AND REMEDIES

a. This Agreement may be terminated: (a) by mutual written agreement of the Parties; (b) by either Party if the Closing has not occurred by April 30, 2026 (the "Outside Date"), unless extended by mutual written agreement; (c) by either Party if any Condition Precedent becomes incapable of satisfaction and has not been waived; or (d) by the Purchaser if there has been a Material Adverse Effect on the Seller, Holdings or the Bank.

b. Survival. Upon termination, this Agreement shall become void and have no effect, except that the provisions of Section 13 (Confidentiality), Section 14 (Fees), and Section 15 (Governing Law) shall survive termination.

13. CONFIDENTIALITY

Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except: (a) to its employees, officers, representatives, or advisers who need to know such information; (b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority including the SEC; and (c) as may be required by applicable stock exchange rules including NYSE American listing requirements.

14. FEES, TAXES AND DUTIES

Except as set forth in the engagement with the Placement Agent (D. Boral Capital LLC), each Party shall bear its own costs and expenses in connection with the negotiation and execution of this Agreement. Any stamp duty, transfer tax, or similar tax arising in connection with the transfer of the Sale Shares shall be borne by the Purchaser.

15 GOVERNING LAW AND JURISDICTION

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

16 ARBITRATION AND DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The place of arbitration shall be New York, New York. The arbitration shall be conducted by a single arbitrator selected in accordance with such rules. The language of the arbitration shall be English. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and the award shall be final and binding on the Parties.

17 GENERAL PROVISIONS

17.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

17.2 Amendments. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

17.3 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

17.4 Assignment. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

17.5 Notices. All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by email, or sent by registered mail to: If to the Purchaser: Genius Group Limited, 3 Temasek Avenue, #18-01, Centennial Tower, Singapore 039190. If to the Seller: Jewel Investments LLC, 880 Third Avenue, 5th Floor, New York, NY 10022.

17.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17.7 Further Assurances. Each Party shall execute such further documents and take such further actions as may reasonably be required to give full effect to this Agreement and the transactions contemplated hereby.

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

GENIUS GROUP LIMITED

_____

Name: Roger James Hamilton

Title: CEO

JEWEL INVESTMENTS LLC

_____

Name: Jacob Babins

Title: Manager

Exhibit 10.6

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of April __, 2026, by and among:

Genius Group Limited

(NYSE American: GNS), a public limited company organized under the laws of Singapore, having its registered seat at 8 Amoy Street, #01-01 Singapore 049950 (the "Company");

AND

American Ventures LLC, Series XI Jewel Digital, a Delaware series limited liability company or its assigns (the "AV Holder");

AND

The sellers of membership interests in Jewel Investments LLC listed on Schedule A hereto (collectively, the "Jewel Holders", and together with the AV Holder, the "Holders")

WHEREAS:

(A) The Company, the AV Holder, and related parties have entered into a Share Purchase Agreement dated [DATE], 2026 (the "Jewel SPA") pursuant to which the Company will issue 15,000,000 shares of Common Stock to the Jewel Holders as partial consideration for the acquisition of a promissory note convertible into 9.9% of the equity interests in Jewel Investments LLC.

(B) As a condition and inducement to the AV Holder and the Jewel Holders entering into the Jewel SPA respectively, the Company has agreed to provide certain registration rights with respect to the Registrable Securities (as defined herein) as set forth in this Agreement. These registration rights are essential to the Holders' investment thesis and liquidity planning, and are necessary to ensure that the Holders have a practical ability to dispose of their securities in an orderly and timely manner.

(C) The shares issued to the Jewel Holders are being issued in a private placement exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and will be "restricted securities" requiring registration for resale. The Company therefore agrees to provide demand and piggyback registration rights to facilitate the eventual public resale of these restricted securities.

(D) The Company will file a resale registration statement on Form F-3 to register the shares of the Company being issued with respect to the Jewel SPA.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Adverse Disclosure" means any public disclosure of material non-public information which, in the Board's good faith judgment, (i) would be required to be made in any Registration Statement or Prospectus, (ii) would not be required to be made at such time but for the filing of such Registration Statement, and (iii) the Company has a bona fide business purpose for not making such information public at the time of such proposed filing or effectiveness. Adverse Disclosure shall not include changes in general economic or market conditions affecting the securities markets generally or the Company's industry.

(b) Intentionally omitted.

(c) Intentionally omitted.

(d) “Board” means the board of directors of the Company.

(e) “Commission” or “SEC” means the United States Securities and Exchange Commission.

(f) “Common Stock” means the ordinary shares of the Company listed on NYSE American under ticker GNS.

(g) “Company” means Genius Group Limited.

(h) “Demand Registration” has the meaning set forth in Section 2.1.

(i) “Effective Date” means the date that is 60 days from the applicable Filing Deadline with respect to a registration statement filed pursuant to Section 2.1; and provided further, however, that if the SEC is closed following the Filing Date, in part or in full, for operations due to a government shutdown, the applicable Effectiveness Date shall be extended by the same amount of days that the SEC remains closed for operations following the Filing Date.

(i) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(j) “Filing Deadline” means (i) with respect to the Initial Registration Statement required to be filed pursuant to Section 2.1, and (ii) with respect to any additional Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the date on which the Company was required to file such additional Registration Statement pursuant to the terms of this Agreement; provided, if such Filing Deadline falls on a day that is not a Trading Day, then the Filing Deadline shall be the next succeeding Trading Day.

(j) “Holder” or “Holders” means the AV Holder and the Jewel Holders, and any permitted transferee who becomes a party to this Agreement.

(h) “Initial Registration Statement” means the initial Registration Statement filed pursuant to this Agreement.

(k) “Jewel Holders” means the sellers of membership interests in Jewel Investments LLC listed on Schedule A.

(l) “Jewel SPA” means the Share Purchase Agreement for Jewel Investments LLC, dated [DATE], 2026.

(m) “Piggyback Registration” has the meaning set forth in Section 3.1.

(n) “Prospectus” means the prospectus included in any Registration Statement, as amended or supplemented.

(o) “Registrable Securities” means the 15,000,000 shares of Common Stock issued to the Holders under the Jewel SPA, PROVIDED that any such share shall cease to be a Registrable Security when (A) a Registration Statement covering such share has been declared effective and such share has been sold pursuant thereto; (B) such share has been sold pursuant to Rule 144 under the Securities Act; (C) such share has been otherwise transferred and a new certificate not bearing a restrictive legend has been delivered; or (D) such share has ceased to be outstanding.

(p) “Registration Expenses” has the meaning set forth in Section 5.

(q) “Registration Statement” means any registration statement required to be filed hereunder and any additional registration statements contemplated by this Agreement, including (in each case) the prospectus, amendments and supplements to any such registration statement or prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

(r) “Rule 144” means Rule 144 promulgated under the Securities Act.

(s) “Securities Act” means the Securities Act of 1933, as amended.

(t) “Shelf Registration Statement” means the Company’s shelf registration statement to be filed with the SEC, as amended or supplemented from time to time.

(u) “Suspension Period” has the meaning set forth in Section 2.4.

Section 2. REGISTRATION RIGHTS

2.1 Registration Right. The Company shall, as promptly as practicable and in any event within 14 days of the Closing Date, file with the SEC a Registration Statement covering the resale of the Registrable Securities specified in such demand and shall use its commercially reasonable efforts to cause such Registration Statement to be declared effective as promptly as practicable but no later than 60 days form the date of filing the Registration Statement. The Company shall keep such Registration Statement effective until the earlier of (i) the date on which all Registrable Securities covered thereby have been sold, and (ii) the date on which all Registrable Securities covered thereby may be sold without restriction under Rule 144.

2.2 Suspension. Notwithstanding anything to the contrary, the Company may postpone the filing or effectiveness of a Registration Statement for a period not to exceed 60 days in any twelve (12) month period (a “Suspension Period”) if the Board determines in good faith that such filing or effectiveness would require an Adverse Disclosure. The Company shall promptly notify the Holders of any such postponement and shall file or cause to become effective such Registration Statement as promptly as practicable following the expiration of the Suspension Period. During any Suspension Period, no Holder shall sell any Registrable Securities pursuant to such Registration Statement.

2.3 Registration. The Company shall use commercially reasonable efforts to maintain the effectiveness of the Shelf Registration Statement and to keep it available for the issuance and resale of Registrable Securities. If the Shelf Registration Statement ceases to be effective or available for any reason, the Company shall file a new Registration Statement or post-effective amendment as promptly as practicable and shall use commercially reasonable efforts to have it declared effective within 90 days. This obligation extends to updating and amending the Shelf Registration Statement as necessary to remain in compliance with SEC requirements and to permit the resale of Registrable Securities.

2.4 : (i) the Initial Registration Statement, or if applicable, an additional Registration Statement, is not filed on or prior to the Filing Deadline (if the Company files the Initial Registration Statement or an additional Registration Statement without affording the Holders the opportunity to review and comment on the same as required herein, or the Company subsequently withdraws the filing of the Registration Statement, the Company shall be deemed to have not satisfied this clause (i) as of the Filing Deadline (notwithstanding the foregoing, (a) if the Company provides the Initial Registration Statement or an additional Registration Statement to the Holders and the Holders do not complete their review or provide confirmation within two business days, the Company may proceed with the filing, which may be deemed as filing prior to the Filing Deadline and (b) if the Holders provide comments within such two-business-day period, the Company shall be entitled to a one-business-day extension to the Filing Deadline), (ii) the Company fails to file with the SEC a request for acceleration of a Registration Statement in accordance with Rule 461 promulgated by the SEC pursuant to the Securities Act, within one (1) Trading Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be “reviewed” or will not be subject to further review or (iii) prior to the effective date of a Registration Statement, the Company fails to file a pre-effective amendment and otherwise respond in writing to comments made by the SEC in respect of such Registration Statement within ten (10) calendar days after the receipt of comments by or notice from the SEC that such amendment is required in order for such Registration Statement to be declared effective (provided, that the foregoing clause shall not apply with respect to any amendment required to be filed in response to any oral or written comments by the SEC related to insufficient authorized shares and/or requisite Stockholder Approval), (iv) the SEC has indicated they will not review a Registration Statement registering for resale all of the Registrable Securities, and such Registration Statement is not declared effective by the SEC by the Effective Date of the Initial Registration Statement or an additional Registration Statement; or (v) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, other than up to three instances, for not more than sixty (60) consecutive calendar days and not more than an aggregate of one hundred and twenty (120) calendar days (which need not be consecutive calendar days) during any 12-month period (any such failure or breach being referred to as an “Event”, and for purposes of clauses (i) and (iv), the date on which such Event occurs, and for purpose of clause (ii) the date on which such one (1) Trading Day period is exceeded, and for purpose of clause (iii) the date which such ten (10) calendar day period is exceeded, and for purpose of clause (iv) the date on which such ninety (90) or one hundred and eighty (180) calendar day period, as applicable, is exceeded being referred to as “Event Date”), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to the product of 2.5% multiplied by the aggregate value of the Registrable Securities pursuant to the Jewel SPA and valued at the time of issuance. If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 18% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to each Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event.

2.5 Notwithstanding anything to the contrary contained herein, in no event shall the Company be permitted to name any Holder or affiliate of a Holder as any underwriter without the prior written consent of such Holder.

Section 3. PIGGYBACK REGISTRATION RIGHTS

3.1 Piggyback Right. If at any time the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of Common Stock for its own account or for the account of any other securityholder (other than (i) a registration on Form S-8 or any successor form relating to employee benefit plans, or (ii) a registration on Form S-4 or any successor form relating to a business combination), the Company shall give written notice to each Holder at least 15 days before the anticipated filing date, and shall include in such Registration Statement all Registrable Securities requested to be included by any Holder who provides written notice to the Company within 10 days of receiving the Company's notice (a "Piggyback Registration"). The Company shall make reasonable efforts to facilitate the inclusion of Registrable Securities in such offerings.

3.2 Priority in Piggyback Registrations. If the managing underwriter advises the Company that the total number of securities requested to be included in a Piggyback Registration exceeds the number that can be sold in an orderly manner, the securities to be included shall be allocated in the following priority: (a) first, the securities the Company proposes to sell for its own account; (b) second, the Registrable Securities requested to be included by the Holders, allocated pro rata among the Holders based on the number of Registrable Securities each has requested to include; and (c) third, any other securities requested to be included by other securityholders. Any Holder whose Registrable Securities are excluded from a Piggyback Registration due to underwriter limitations shall retain the right to request a subsequent Demand Registration.

3.3 Withdrawal. Any Holder who has requested inclusion of Registrable Securities in a Piggyback Registration may withdraw such request by giving written notice to the Company at least 5 Business Days prior to the planned effective date of such Registration Statement. Such withdrawal shall not affect the Holder's right to make future requests for inclusion in any subsequent registration. The Company shall not be responsible for any expenses incurred by a Holder in connection with a Piggyback Registration if the Holder subsequently withdraws its request.

Section 4. REGISTRATION PROCEDURES

4.1 Company Obligations. In connection with any Registration Statement filed pursuant to this Agreement, the Company shall:

(a) prepare and file with the SEC such amendments and supplements to the Registration Statement and the Prospectus as may be necessary to keep the Registration Statement effective for the applicable period and to comply with the Securities Act and the rules and regulations thereunder;

(b) furnish to each Holder whose Registrable Securities are being registered, without charge, such number of copies of the Registration Statement, each amendment and supplement thereto, the Prospectus, and such other documents as such Holder may reasonably request;

(c) use commercially reasonable efforts to register or qualify the Registrable Securities under such securities or blue sky laws of such jurisdictions as any Holder may reasonably request;

(d) promptly notify each selling Holder when the Registration Statement has been declared effective and when any post-effective amendment thereto has been filed and become effective;

(e) promptly notify each selling Holder of the occurrence of any event that would cause the Registration Statement or Prospectus to contain an untrue statement of a material fact or omit a material fact required to be stated therein, and prepare and file a supplement or amendment to correct such misstatement or omission as promptly as practicable;

(f) use commercially reasonable efforts to cause the Registrable Securities to be listed on NYSE American or such other securities exchange on which the Common Stock is then listed;

(g) cooperate with the selling Holders to facilitate the timely preparation and delivery of certificates or book-entry confirmations representing the Registrable Securities to be sold, and enable such Registrable Securities to be in such denominations and registered in such names as the selling Holders may request;

(h) make available for inspection by any selling Holder, any underwriter participating in any disposition, and any attorney, accountant, or other agent retained by such selling Holder or underwriter, all financial and other records, pertinent corporate documents, and properties of the Company as shall be reasonably necessary to enable them to exercise their due diligence responsibility;

(i) use commercially reasonable efforts to prevent the issuance of any stop order suspending the effectiveness of a Registration Statement, and if any stop order is issued, use its best efforts to obtain the withdrawal of such stop order as promptly as practicable.

4.2 Holder Obligations. Each selling Holder shall:

(a) furnish to the Company such information regarding such Holder and the distribution of the Registrable Securities as the Company may reasonably request in connection with any Registration Statement;

(b) cooperate with the Company in the preparation of the Registration Statement and any amendments or supplements thereto;

(c) comply with the prospectus delivery requirements of the Securities Act as applicable to such Holder in connection with sales of Registrable Securities.

Section 5. REGISTRATION EXPENSES

5.1 Company Expenses. All expenses incurred in connection with any Demand Registration or Piggyback Registration (collectively, "Registration Expenses") shall be borne by the Company, including (a) all SEC, stock exchange, and FINRA registration and filing fees; (b) all fees and expenses of compliance with securities or blue sky laws; (c) all printing, duplicating, and distribution expenses; (d) all fees and disbursements of counsel for the Company; (e) all fees and disbursements of independent public accountants of the Company; and (f) all fees and expenses incurred in connection with the listing of the Registrable Securities on NYSE American.

5.2 Selling Expenses. Notwithstanding Section 5.1, each Holder shall bear (a) any underwriting discounts, commissions, or transfer taxes applicable to the Registrable Securities sold by such Holder; and (b) the fees and disbursements of any counsel separately retained by such Holder. Each Holder shall also be responsible for any brokerage commissions, fees to placement agents other than D. Boral Capital LLC, and any costs or expenses incurred by such Holder in connection with the marketing or sale of the Registrable Securities.

Section 6. INDEMNIFICATION

6.1 Indemnification by the Company. The Company shall indemnify and hold harmless each Holder, its officers, directors, members, partners, agents, and each person who controls such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), against all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or based upon (a) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, or any amendment or supplement thereto, or any document incorporated by reference therein; or (b) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading; PROVIDED that the Company shall not be liable to any Holder to the extent that such loss, claim, damage, liability, or expense arises out of or is based upon information furnished in writing by such Holder specifically for inclusion in the Registration Statement or Prospectus.

6.2 Indemnification by Holders. Each selling Holder shall, severally and not jointly, indemnify and hold harmless the Company, its officers, directors, and each person who controls the Company (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), against all losses, claims, damages, liabilities, and expenses arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, or amendment or supplement thereto, or any omission or alleged omission to state a material fact, in each case to the extent, but only to the extent, that such untrue statement or omission was made in reliance upon and in conformity with information furnished in writing by such Holder specifically for use in connection with such Registration Statement or Prospectus. The liability of any Holder under this Section shall not exceed the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement.

6.3 Contribution. If the indemnification provided for in Sections 6.1 or 6.2 is unavailable or insufficient to hold harmless an indemnified party, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities, and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The Company and the Holders agree that the negligence or breach of this Agreement by a party shall not be considered unless it is the sole cause of loss.

6.4 Survival. The obligations of the Company and the Holders under this Section 6 shall survive the completion of any offering of Registrable Securities and the termination of this Agreement.

Section 7. RULE 144

7.1 The Company covenants that it will (a) file all reports required to be filed by it under the Exchange Act so long as it remains subject to such reporting requirements; and (b) furnish to any Holder, upon request, a written statement as to whether the Company has complied with the reporting requirements of Rule 144 and of the Exchange Act, and such other information as may be reasonably requested to permit the Holder to sell Registrable Securities without registration under the Securities Act pursuant to Rule 144. The Company shall maintain the currency of its public information for purposes of Rule 144(i) throughout the period in which any Holder seeks to sell Registrable Securities, and shall provide such information to Holders as necessary to facilitate sales under Rule 144.

Section 8. TRANSFER OF REGISTRATION RIGHTS

8.1 A Holder may transfer or assign its rights under this Agreement to any transferee who acquires at least 2,000,000 Registrable Securities from such Holder, PROVIDED that (a) the Company is given written notice prior to such transfer, stating the name and address of the transferee and identifying the Registrable Securities being transferred; (b) the transferee agrees in writing to be bound by the terms and conditions of this Agreement; and (c) such transfer is effected in compliance with applicable securities laws. Any transferee who meets these conditions shall have the same registration rights as the original Holder with respect to the Registrable Securities transferred to such transferee.

Section 9. TERMINATION

9.1 This Agreement shall terminate and be of no further force or effect on the earliest of (a) the third (3rd) anniversary of the date hereof; (b) the date on which all Registrable Securities have been sold pursuant to a Registration Statement or Rule 144 or have otherwise ceased to be Registrable Securities; and (c) the date on which all Holders have provided written notice to the Company of their election to terminate this Agreement.

9.2 Notwithstanding Section 9.1, the provisions of Section 6 (Indemnification), Section 10 (Confidentiality), and Section 11 (Governing Law) shall survive termination of this Agreement indefinitely.

Section 10. CONFIDENTIALITY

10.1 Each Holder agrees that any material non-public information received by such Holder pursuant to this Agreement shall be kept confidential and shall not be disclosed to any third party, except (a) to such Holder's advisors, representatives, and agents who are bound by obligations of confidentiality; (b) as required by law or regulation; or (c) as otherwise consented to in writing by the Company. This obligation shall apply to all information disclosed in connection with the registration of Registrable Securities, including information regarding the timing, price, and structure of any registration or offering.

Section 11. GOVERNING LAW

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its principles of conflicts of law.

Section 12. DISPUTE RESOLUTION

12.1 Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in Singapore under the rules of the Singapore International Arbitration Centre ("SIAC"). The parties agree that such arbitration shall be the exclusive remedy for resolving any dispute.

12.2 The tribunal shall consist of one (1) arbitrator to be agreed upon by the parties, or failing agreement within 30 days, to be appointed by the President of SIAC. The arbitrator shall be fluent in English and shall have experience in commercial and securities matters.

12.3 The language of the arbitration shall be English. The award shall be final and binding on all parties and may be enforced in any court of competent jurisdiction.

Section 13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to registration rights for the Registrable Securities and supersedes any and all previous agreements, negotiations, and discussions.

13.2 Amendments. No amendment shall be effective unless in writing and signed by the Company and Holders holding at least a majority of the then-outstanding Registrable Securities.

13.3 Waiver. No waiver shall be effective unless in writing signed by the waiving party. Any waiver of a breach of this Agreement shall not constitute a waiver of any other breach or of any other provision.

13.4 Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and such invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

13.5 Notices. All notices shall be in writing and delivered to:

If to the Company:

Genius Group Limited, 8 Amoy Street, #01-01 Singapore 049950

Attention: Roger James Hamilton, CEO

Email: [EMAIL]

If to the AV Holder:
American Ventures LLC, Series XI Jewel Digital
Attention: [NAME]
Email: [EMAIL]

With a copy to:
Sichenzia Ross Ference Carmel LLP, 1185 Avenue of Americas, 26th Floor, New York, NY 10036

Attn: Ross Carmel, Esq.

rcarmel@srfc.law

If to a Jewel Holder:

To the address set forth on Schedule A hereto.

13.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic means (including PDF or facsimile) shall have the same force and effect as delivery of a manually executed original counterpart.

13.7 Further Assurances. Each party shall execute and deliver such additional documents and instruments and shall take such further actions as may be reasonably necessary or desirable to effectuate, carry out, and perform all of its obligations under this Agreement.

13.8 No Third Party Beneficiaries. This Agreement is for the exclusive benefit of the parties hereto and their permitted successors and assigns. No provision of this Agreement shall create or be deemed to create any right in any other person, except that the indemnified parties under Section 6 shall have the rights expressly set forth therein.

13.9 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity. No party shall be required to post a bond or other security to obtain such specific performance.

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

GENIUS GROUP LIMITED (THE COMPANY)

_____

Name: Roger James Hamilton
Title: CEO
Date: _____

AMERICAN VENTURES LLC (AV HOLDER)

_____

Name: [TO BE CONFIRMED]
Title: [TO BE CONFIRMED]
Date: _____

JEWEL HOLDERS:

[See Schedule A]

SCHEDULE A — LIST OF JEWEL HOLDERS

[To be completed with names and addresses of sellers of Jewel Investments LLC membership interests and the number of Registrable Securities allocated to each]

ENROME

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Experts", of our report dated March 09, 2026, with respect to our audits of consolidated financial statements of Genius Group Limited and its subsidiaries as of December 31, 2025, 2024 and 2023 and for each of the years in the three years ended, December 31, 2025, which report appears in the Prospectus, which is part of this Registration Statement.

Enrome LLP

April 16, 2026

Enrome LLP

143 Cecil Street #19-03/04
GB Building Singapore 069542

admin@enrome-group.com
www.enrome-group.com

Exhibit 99.1

Genius Group Announces Pricing of $8 Million Registered Direct Offering

SINGAPORE, April 15, 2026 — Genius Group Limited (NYSE American: GNS) ("Genius Group" or the "Company"), a leading AI-powered education group, today announced it has entered into a securities purchase agreement with certain investors, including American Ventures LLC as lead investor for the purchase and sale of 21,621,621 million shares of ordinary shares (or pre-funded warrants in lieu thereof) in a registered direct offering (the "Offering") at a public offering price of $0.37 per share.

D. Boral Capital LLC is acting as the exclusive placement agent for the Offering.

The closing of the Offering is expected to occur on or about April 16, 2026, subject to the satisfaction of customary closing conditions. The Company expects to receive aggregate gross proceeds of $8 million from the Offering, before deducting placement agent fees and other related expenses.

The Company intends to use $5.5 million of the net proceeds from the Offering to fund the acquisition of a Senior Secured Convertible Promissory Note that is immediately convertible into 9.9% of the equity of Jewel Financial Limited, the sole shareholder of Jewel Bancorp Limited, Bermuda's only dual-licensed digital bank, progressing its previously announced GENIUS Act plans of becoming a Permitted Payment Stablecoin Issuer and Digital Asset Service Provider.

In addition to the cash consideration, the Company will issue 15,000,000 ordinary shares to the sellers at a deemed price of $0.40 per share as further consideration for the acquisition.

Jewel Bancorp Limited holds both a full banking license and a Class F digital asset business license issued by the Bermuda Monetary Authority under the Digital Asset Business Act 2018. Jewel Bank is developing a US dollar-denominated stablecoin (JUSD) and digital asset banking services, including custody, settlement, and stablecoin infrastructure. The remainder of the net proceeds will be used to support working capital needs and general corporate purposes.

The ordinary shares (or pre-funded warrants in lieu thereof) are being offered by the Company pursuant to an effective shelf registration statement on Form F-3 (Registration No. 333-288534), which was declared effective by the U.S. Securities and Exchange Commission (the "SEC") on July 18, 2025.

A prospectus supplement describing the terms of the proposed registered direct offering will be filed with the SEC. Once filed, it will be available on the SEC's website at http://ww.sec.gov and on the Company's website at https://ir.geniusgroup.net. A copy of the prospectus supplement and accompanying base prospectus relating to the offering may be obtained, when available, from D. Boral Capital LLC, 590 Madison Avenue, 39th Floor, New York, NY 10022, Attention: Syndicate Department, or by telephone at (212) 404-7002, or by email at syndicate@dboralcapital.com.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Genius Group

Genius Group (NYSE American: GNS) is an Education Group delivering AI-powered education and acceleration solutions for the future of work. Genius Group serves 6 million users in over 100 countries through its Genius School, Genius Academy, Genius Resorts and Genius City models. It provides personalized, entrepreneurial AI pathways combining human talent with AI skills and AI solutions at the individual, enterprise, and government level. To learn more, please visit https://www.geniusgroup.ai/

Details of the Genius Group's GENIUS Act plans, including becoming a Permitted Payment Stablecoin Issuer and Digital Asset Service Provider, and launching its GEMs (Genius Education Merits) and Genius Wallet can be found here.

About Jewel Bancorp Limited

Jewel Bancorp Limited is a Bermuda exempted company that holds both a full banking license and a Class F digital asset business license issued by the Bermuda Monetary Authority under the Digital Asset Business Act 2018, making it Bermuda's only dual-licensed digital bank. Jewel Bank is developing a US dollar-denominated stablecoin (JUSD) and digital asset banking services, including custody, settlement, and stablecoin infrastructure. The Bank is pending final approvals and launch, which is anticipated later this year. A portion of the net proceeds from this Offering will be used to fund the Company's acquisition of a Senior Secured Convertible Promissory Note immediately convertible into 9.9% of the equity of Jewel Financial Limited, the sole shareholder of Jewel Bancorp Limited.

Forward-Looking Statements

Statements made in this press release include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements can be identified by the use of words such as "may," "will," "plan," "should," "expect," "anticipate," "estimate," "continue," or comparable terminology. Such forward-looking statements are inherently subject to certain risks, trends, and uncertainties, many of which the Company cannot predict with accuracy and some of which the Company might not even anticipate and involve factors that may cause actual results to differ materially from those projected or suggested. These risks include, but are not limited to, the ability to complete the offering on the terms described or at all, the ability to satisfy customary closing conditions, market conditions, regulatory developments affecting the digital asset and stablecoin industries, and other risks described in the Company's filings with the SEC. Readers are cautioned not to place undue reliance on these forward-looking statements and are advised to consider the factors listed above together with the additional factors under the heading "Risk Factors" in the Company's Annual Reports on Form 20-F, as may be supplemented or amended by the Company's Reports of a Foreign Private Issuer on Form 6-K. The Company assumes no obligation to update or supplement forward-looking statements that become untrue because of subsequent events, new information, or otherwise.

Contacts

For enquiries, contact investor@geniusgroup.ai

Genius Group Announces Closing of $8,000,000 Registered Direct Offering

SINGAPORE, April 16, 2026 — Genius Group Limited (NYSE American: GNS) ("Genius Group" or the "Company"), a leading AI-powered education group, today announced the closing of its previously announced registered direct offering (the "Offering") of 21,621,621 ordinary shares (or pre-funded warrants in lieu thereof) at a public offering price of $0.37 per share. The Company received aggregate gross proceeds of $8,000,000 from the Offering, before deducting placement agent fees and other related expenses.

D. Boral Capital LLC acted as the exclusive placement agent for the Offering.

The Company is using $5,500,000 of the net proceeds from the Offering to fund the acquisition of a Senior Secured Convertible Promissory Note that is being immediately converted into 9.9% of the equity of Jewel Financial Limited, the sole shareholder of Jewel Bancorp Limited, Bermuda's only dual-licensed digital bank, progressing its previously announced GENIUS Act plans of becoming a Permitted Payment Stablecoin Issuer and Digital Asset Service Provider.

In addition to the cash consideration, the Company will issue 15,000,000 ordinary shares to the sellers at a deemed price of $0.40 per share as further consideration for the acquisition, with the Company having entered into a Note Purchase Agreement on these terms concurrently with the Closing of the Registered Direct Offering.

Jewel Bancorp Limited holds both a full banking license and a Class F digital asset business license issued by the Bermuda Monetary Authority under the Digital Asset Business Act 2018. Jewel Bank is developing a US dollar-denominated stablecoin (JUSD) and digital asset banking services, including custody, settlement, and stablecoin infrastructure. The remainder of the net proceeds will be used to support working capital needs and general corporate purposes.

The ordinary shares (or pre-funded warrants in lieu thereof) were offered by the Company pursuant to an effective shelf registration statement on Form F-3 (Registration No. 333-288534), which was declared effective by the U.S. Securities and Exchange Commission (the "SEC") on July 18, 2025. A prospectus supplement describing the terms of the Offering has been filed with the SEC and is available on the SEC's website at http://www.sec.gov and on the Company's website at https://ir.geniusgroup.net. A copy of the prospectus supplement and accompanying base prospectus relating to the Offering may be obtained from D. Boral Capital LLC, 590 Madison Avenue, 39th Floor, New York, NY 10022, Attention: Syndicate Department, or by telephone at +1 (212) 970-5150, or by email at dbccapitalmarkets@dboralcapital.com.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

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