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To whom it may concern: this letter is the publicly available version of the Legal Audit provided to WLTH. Certain sensitive information, including the specific details of the SPV (as defined below), has been redacted. To request the complete, unredacted original Legal Audit, please contact WLTH directly. However, please note that WLTH is not obligated to share the original document and will only do so at its sole and absolute discretion.

Re: Expert legal audit on the contractual rights held by METAMASTERS DAO CORP. in Hadron Energy pursuant to a SAFE

I have written this legal audit ("LA") upon a request of **METAMASTERS DAO CORP.** ("Investor") regarding its investment in **Hadron Energy** ("Company"), structured through a **Simple Agreement for Future Equity** ("SAFE"). The anticipated conclusion here is that, as of this date, following my review and subject to the stated assumptions and relevant legal considerations, I confirm that the Investor holds a valid and binding contractual right to receive shares of Capital Stock in the Company in the future, contingent upon specific triggering events as defined in the SAFE. This instrument does not represent current ownership of shares but rather a convertible security granting the right to equity conversion.

For the reasons explained above, this copy of the original Legal Audit does not indicate some sensitive information including but not limited to the name and the details of the SPV. Kindly be advised that the names of the files containing the SPV's name or reference, which were reviewed for the preparation of this Legal Audit, have been modified accordingly. References to "SPV" will generally encompass the various entities that make up SPV, regardless of their specific roles within the transaction, and without further detailed specification.

I am an EU-qualified lawyer with deep expertise in blockchain technology and digital assets.

Since 2020, I have advised a diverse range of DeFi and blockchain organizations, including DAOs, incorporated in various jurisdictions such as the USA, EU, Panama, Cayman Islands, BVI, and the RMI. My areas of focus include regulatory compliance, DeFi contracts, SAFEs, SAFTs, investment contracts, company formation, IP matters, and cybersecurity litigation.

The investment structure in question involves the Investor's execution of a SPV Post-Money SAFE with the Company. Unlike a direct stock purchase, this instrument provides the Investor with the right to convert its investment into shares of the Company's Capital Stock (typically Preferred Stock) upon the occurrence of a "Qualified Financing", a "Liquidity Event" (such as a Change of Control or IPO), or a "Dissolution Event".

I. Scope of Review

In rendering the opinions set forth herein, I have examined and relied upon the original or copy, certified or otherwise identified to my satisfaction, of the following document (the "Reviewed Document"):

1. **Document pdf:** This document is a SPV (Simple Agreement for Future Equity) entered into between Hadron Energy and METAMASTERS DAO CORP. The document confirms that a purchase amount was paid by the Investor to the Company. The instrument specifies a post-money valuation cap, which serves as a ceiling for the conversion price, protecting the investor from future dilution at higher valuations. The document was duly executed by an authorized representative on behalf of Hadron Energy and by an authorized representative on behalf of METAMASTERS DAO CORP. The agreement is governed by the laws of the State of California.

II. Assumptions

In our examination and for the purpose of this legal audit, we have assumed, without independent investigation or verification:

- (a) The authenticity and completeness of all signatures on the document submitted to us. (b) The genuineness of the document submitted to us, and the conformity to the original if submitted as a copy. (c) The legal capacity, power, and authority of all parties to execute and deliver the document. (d) The accuracy and completeness of all factual representations and warranties made by the Company and the Investor in the Reviewed Document (Sections 7 and 8 of the SAFE). (e) That the purchase amount was fully paid and received by the Company on the purchase date.

III. Opinion

As of this date, following our review and subject to the stated assumptions and relevant legal considerations, we confirm that **METAMASTERS DAO CORP.** legally and beneficially holds a Post-Money SAFE issued by **Hadron Energy**.

We opine that this SAFE constitutes a valid and binding contractual obligation of the Company,

granting the Investor the right to receive shares of Capital Stock in the future. Specifically:

- **Equity Financing:** Upon a bona fide transaction meeting the criteria of a “Qualified Financing”, this SAFE will automatically convert into shares of SAFE Preferred Stock or Standard Preferred Stock based on the valuation mechanics defined in the SAFE.
- **Liquidity/Dissolution:** In the event of a Liquidity Event or Dissolution Event, the Investor is entitled to receive the consideration determined in accordance with the conversion or cash-out provisions set forth in the SAFE.

Consequently, while the investor is not currently a holder of voting shares or capital stock, it possesses a secured contractual right to future equity ownership or other consideration as stipulated by the terms of the SAFE.

IV. Qualifications and Limitations

This audit is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. The opinions expressed herein are based on the facts and law as they exist on the date of this letter. We assume no obligation to update or supplement this legal audit to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

Paolo Maria Gangi

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