

SURYA TOKEN SALE & INVESTMENT AGREEMENT TERMS & CONDITIONS

These Terms and Conditions of the SURYA Token Sale and Investment Agreement (the "**Agreement**") are legal and binding terms between RECHARGE NETWORK LTD., a company limited by shares incorporated in the British Virgin Islands with registration number 2148239, its successors and assigns (hereinafter the "**Company**", "**our**", "**us**" or "**we**"), and the Token Holder acquiring and/or holding the Tokens representing the Investment or conducting any Transactions contemplated in this Agreement.

This Agreement sets out the respective rights and obligations of both parties in connection with the Tokens, the Investment and the Transactions and both parties will accept and be bound by these terms on acceptance of the terms and conditions contained herein.

In consideration of the Company agreeing to sell Tokens through Refi Hub to the Token Holder and to conduct the Transactions with the Token Holder, the Token Holder agrees that the following rights and obligations will govern the relationship between the Company and the Token Holder.

The Token Holder is strongly encouraged to seek legal, financial, and tax advice regarding their individual circumstances and objectives in determining whether to purchase or dispose of Tokens.

The information in this Agreement does not constitute a recommendation by the Company, or any other person, nor does it constitute advice on the merits of the Tokens, the Investment and the Transactions. The information in this Agreement does not necessarily identify, or purport to identify, all the risk factors associated with the Tokens, Transactions and the Investment. Token Holders must make their own independent assessment, after making such investigations as they consider necessary, of the merits of the Tokens, Transactions and the Investment. Token Holders should consult and rely upon their accounting, legal and tax representatives and advisers in order to evaluate the economic, legal and tax consequences of acquiring Tokens, providing the Investment and conducting Transactions.

Token Holders must also investigate themselves as to the regulations within the countries of their nationality, residence, ordinary residence or domicile regarding the Tokens, the Investment, and the Transactions including, but not limited to, restrictions or regulations regarding (1) buying, holding, trading or disposing of cryptographic coins/tokens or virtual currencies in general; or (2) the exchange or export of their applicable currency. The Company does not offer to sell Tokens to the Token Holder, and is not soliciting the purchase of Tokens or the Investment in any jurisdiction or to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction.

The Token Holder acknowledges that in the event of any differences between the terms provided in this Agreement and any Materials, this Agreement shall supersede any contrary information set forth in the Materials. The Token Holder has had an opportunity to (i) ask questions of and receive answers from the Company concerning this Agreement, the Materials, and the business of the Company; and (ii) obtain any additional information concerning this Agreement, the Company, the Materials, and any related material, if said information is not confidential, to the extent the Company possesses relevant information or can acquire it without unreasonable effort or expense.

Certain information contained in this Agreement and the Materials constitutes "forward looking statements", which can be identified by the use of forward-looking terminology such as "may", "will", "should", "expect", "anticipate", "project", "estimate", "intend", or "believe" or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, including those described under the section headed "Risk Disclosures," actual events or results or the actual performance of Tokens, Investment and/or the Company may differ materially from those reflected or contemplated in such forward-looking statements.

PLEASE READ THE TERMS CAREFULLY AS THEY GOVERN YOUR RELATIONSHIP WITH THE COMPANY. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU SHALL NOT ACQUIRE TOKENS FROM THE COMPANY, PROVIDE THE INVESTMENT TO OR CONDUCT ANY TRANSACTIONS WITH THE COMPANY. THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

BY CONDUCTING THE TRANSACTIONS, PROVIDING THE INVESTMENT, AND/OR ACQUIRING TOKENS (I) YOU HAVE READ AND UNDERSTOOD YOUR OBLIGATIONS AND RIGHTS UNDER THE TERMS AND AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT WILL COMPRISE THE

FULL TERMS AND CONDITIONS OF YOUR RELATIONSHIP WITH THE COMPANY; (II) YOU AGREE THAT YOU ARE FULLY RESPONSIBLE FOR MAKING ALL DECISIONS AS TO TRANSACTIONS EFFECTED WITH THE COMPANY; (III) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH THE TOKENS, THE TRANSACTIONS AND THE INVESTMENT; (IV) YOU ASSUME ALL RISKS RELATED TO THE TOKENS, THE TRANSACTIONS AND THE INVESTMENT; (V) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES; AND (VI) YOU DECLARE THAT YOU HAVE CONSIDERED THE FOREGOING FACTORS AND IN VIEW OF YOUR PRESENT AND ANTICIPATED FINANCIAL RESOURCES, YOU ARE WILLING AND ABLE TO ASSUME THE SUBSTANTIAL FINANCIAL RISKS OF ACQUIRING THE TOKENS, PROVIDING THE INVESTMENT OR CONDUCTING THE TRANSACTIONS.

THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE NOT BEEN REGISTERED WITH, OR APPROVED BY, THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE OR ADMINISTRATOR OR ANY OTHER REGULATORY AUTHORITY IN ANY JURISDICTION. NO SUCH AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THE TOKENS OR THE ACCURACY OR ADEQUACY OF THIS AGREEMENT, NOR IS IT INTENDED THAT ANY SUCH AUTHORITY WILL DO SO. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE TOKENS AND THE TRANSACTIONS ARE NOT AVAILABLE TO US PERSONS OR TO ANY PERSONS RESIDING IN ANY PROHIBITED JURISDICTION.

IT IS YOUR RESPONSIBILITY TO OBTAIN ALL NECESSARY INFORMATION ABOUT ACQUIRING AND HOLDING TOKENS AND VIRTUAL ASSETS IN GENERAL, AND THIS AGREEMENT AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO EFFECTING ANY TRANSACTION WITH THE COMPANY.

1. DEFINITIONS AND INTERPRETATION

1.1 When used in this Agreement, the following capitalised terms shall have the meanings set forth below, unless the context otherwise requires or unless otherwise expressly provided herein.

TERM	DEFINITION
Affiliated Entities	includes, but is not limited to, any partnership, corporation, limited liability company, trust, or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, the Company. The term "control" as used in the immediately preceding sentence means, with respect to a corporation, the right to exercise, directly or indirectly, more than 25% of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.
Delivery Date	is defined in section 3.3 of this Agreement.
Purchase Price	shall mean the price per Token purchased by a Token Holder, as provided in section 3.3 of this Agreement.
Business Day	shall mean any day other than a Saturday, Sunday or public holiday
Closing Date	shall mean the date on which the Company concludes the sale of Tokens, as provided in section 3.3 of this Agreement.

TERM	DEFINITION
Company, our, us or we	shall, where the context so permits or requires, mean RECHARGE NETWORK LTD., or its subsidiaries and Affiliated Entities and their successors and assigns.
Dispute	Is defined in section 21.1 of this Agreement.
Dissolution Event	shall mean (i) a voluntary termination of operations (excluding any corporate reorganization or restructuring), (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary (excluding any corporate reorganization or restructuring).
Eligible Person	<p>shall mean a Person that is:</p> <ul style="list-style-type: none"> a) if a natural person, at least 18 years old or of legal age to form a binding contract under applicable law; b) not a U.S. Person; c) not physically in any Prohibited Jurisdiction; d) not a resident of any Prohibited Jurisdiction; e) not a legal person or legal arrangement incorporated, registered or organized under the laws of any Prohibited Jurisdiction with the exception of i) limited liability companies organized under the Limited Liability Companies Act of St Vincent and the Grenadines, ii) business companies incorporated under the Business Companies (Amendment & Consolidation) Act of St Vincent and the Grenadines, iii) business companies incorporated under the Business Companies Act of Anguilla, iv) international business companies incorporated under the International Business Companies Act of Antigua and Barbuda, v) International Limited Liability Companies organized under the International Limited Liability Companies Act of Antigua and Barbuda, and vi) international business companies incorporated under the International Business Companies Act of Saint Lucia; f) not by reason of nationality, domicile, citizenship, residence or otherwise subject to the laws of a Prohibited Jurisdiction; g) not a politically exposed person; and h) not in any trade or economic sanctions lists, including, but not limited to, the UN Security Council Sanctions list, designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department's "Denied Persons List", or any other trade or economic sanctions list of the United States of America, Canada, the United Kingdom of Great Britain and Northern Ireland, the European Union, the Republic of Singapore or the Swiss Confederation.
End of Term	shall mean the date on which (i) the Company shall make the final Yield Payment on the Investment Amount, (ii) all Tokens shall automatically expire and become invalid for any use or claim, and (iii) the associated smart contract shall be deprecated and rendered inactive, as provided in section 3.4 of this Agreement. Upon the occurrence of the End of Term, no further

TERM	DEFINITION
	obligations, rights, or functionalities related to the Tokens shall exist or be enforceable by any party.
Event of Default	<p>shall mean one or more of the following events:</p> <ul style="list-style-type: none"> a) if the Company fails to pay any of the Obligations for a continuous period of three (3) months from when such payments are due; b) if the Company fails or neglects to perform or observe any other material term, provision, condition, covenant contained in this Agreement; c) if the Company is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any part of its business affairs; or d) if the Company becomes insolvent, or if an insolvency proceeding is commenced by the Company, or if an insolvency proceeding is commenced against the Company and is not dismissed or stayed within 20 Business Days.
Forks	is defined in section 3.18 of this Agreement.
Indemnified Party	is defined in section 17.1 of this Agreement.
Indemnifying Party	is defined in section 17.1 of this Agreement.
Investment	shall mean the Investment represented by Tokens and provided by the Token Holder as further described in section 3.2 of this Agreement, which shall be valid and enforceable only until the Stipulated Timliene.
Investment Amount	is defined in section 3.4 of this Agreement.
KYC Process	is defined in section 8.1 of this Agreement.
KYC/AML & CTF Policy	shall mean the policies and procedures implemented by Refi Hub to detect and prevent money laundering, terrorist financing, and corruption.
Losses	is defined in section 17.1 of this Agreement.
Materials	shall mean any whitepaper, content or documents issued or produced by the Company related to Tokens or Investments, including the Company's website, and the information and documents about the Company available at https://www.refihub.io , provided that such Materials are expressly designated by the Company as forming part of the Materials for the purposes of this Agreement.
Minimum Purchase Amount	shall mean the minimum amount of Tokens that a potential Token Holder shall purchase from the Company, as provided in section 3.3 of this Agreement.
Money	<p>means the money or currency of any country or jurisdiction that is:</p> <ul style="list-style-type: none"> a) designated as legal tender; and,

TERM	DEFINITION
	b) circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance.
Obligation	shall mean any Yield, Penalty, or Investment Amount payable by the Company to the Token Holder.
Payment Date	are the dates on which the Company shall pay the Yield to the Token Holder, as provided in section 3.3 of this Agreement.
Penalty	is defined in section 3.10 of this Agreement.
Person	shall mean any individual, corporation, partnership, trust, limited liability company, association or other entity, including any decentralized autonomous organization or other similar decentralized or distributed entity.
Prohibited Jurisdiction	shall mean (i) the United States, the Province of Ontario of Canada, the People's Republic of China, Anguilla, Afghanistan, Antigua and Barbuda, Belarus, Central African Republic, Congo, Democratic Republic of the Congo, Republic of the Cote D'Ivoire, Crimea (a region of Ukraine annexed by the Russian Federation), the self-proclaimed Donetsk People's Republic (a region of Ukraine), the self-proclaimed Luhansk People's Republic (a region of Ukraine), Kherson Oblast (a region of Ukraine), Zaporizhzhia Oblast (a region of Ukraine), Cuba, Dominica, El Salvador, Eswatini, Gambia, Grenada, Iran, Iraq, Liberia, Libya, Malawi, Mali, Moldova, Montserrat, Myanmar, Niger, North Korea, Palestinian Territory, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, South Sudan, Sudan, Syria, Venezuela, Yemen, Zambia, Zimbabwe; (ii) any state, country or other jurisdiction that is sanctioned and/or embargoed by the United States of America, the United Nations, the United Kingdom, the European Union and/or Switzerland; (iii) a jurisdiction where it would be illegal according to local law or regulation for you to acquire Tokens or securities; or (iv) where the distribution and sale of virtual assets or Tokens or securities is prohibited or contrary to local law or regulation, or could subject the Company or its Affiliated Entities to any local registration, regulatory or licensing requirements.
Refi Hub	shall mean the Refi Hub Platform available at https://www.refihub.io and through which the Company shall distribute the Tokens to eligible Token Holders.
Relevant Dated	is defined in section 11.1(ee) of this Agreement.
Soft Cap	shall mean the minimum amount of Tokens that the Company shall sell to potential Token Holders, in order for a raise to proceed successfully.
Stablecoin	shall mean a Virtual Asset whose issuer claims that it is pegged to the US dollar or other fiat currency, such as USDC or USDT.
Station	shall mean the Electric Vehicle Charging station being built through the funding raised from the Token Sale, including a minimum of fifteen (15) 7.3 kW Beast Chargers, and four (4), DC Fast Chargers of either 60 or 120 kW.

TERM	DEFINITION
Token Holder Wallet Access Credentials	is defined in section 4.5 of this Agreement.
Token Holder, or you	shall mean the party who has agreed to be bound by the terms of this Agreement, and holds Tokens from time to time.
Tokens	shall mean the cryptographic, non-transferable tokens that are sold by the Company pursuant to this Agreement as further described in section 3 of this Agreement.
Total Purchase Price	is defined in section 4.3 of this Agreement.
Transactions	shall mean any payments of the Total Purchase Price by the Token Holder to the Company, and/or any payments of Yield and Penalties by the Company to the Token Holder, or any other transaction between the Company and the Token Holder.
U.S. or US or United States	shall mean all states of the United States of America, the District of Columbia; the Commonwealth of Puerto Rico; the U.S. Virgin Islands; Guam; the Commonwealth of the Northern Mariana Islands; and all other territories and possessions of the United States of America.
US Person	shall mean (i) a U.S. citizen; (ii) a U.S. lawful permanent resident; (iii) a protected individual under section 1324b(a)(3) of the U.S. Immigration and Nationality Act, or individual who holds a passport issued by the United States Government; (iv) a corporation, company, partnership, or other legal entity established or organized in or under the Laws of the United States; (v) an individual, a corporation, company, partnership, or other legal entity which engages in a trade or business in the United States and generates income from sources within the United States connected with the conduct of that trade or business; (vi) any estate of a decedent who was a U.S. citizen or a U.S. lawful permanent resident; or a protected individual under section 1324b(a)(3) of the U.S. Immigration and Nationality Act; (vii) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust, and/or one or more US Persons have the authority to control all substantial decisions of the trust, and/or one or US Persons are designated as settlors, trustees, protectors or beneficiaries; (viii) any person organized or incorporated outside the United States and the Territory or Insular Possession of the United States in which any of the foregoing, whether singularly or in the aggregate, directly or indirectly holds a 50 percent or greater equity Yield by votes or value, holds a majority of seats or memberships on the board of directors of the entity, or authorizes, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the person; or (ix) any person who is subject to taxes in the US.
Virtual Assets	shall mean a digital representation of value that functions as <ul style="list-style-type: none"> a) a medium of exchange; b) a unit of account; c) a store of value, and/or

TERM	DEFINITION
	d) other similar digital representations of rights or assets, which is neither issued nor guaranteed by any country or jurisdiction.
Wallet	shall mean a digital wallet held by the Token Holder that is capable of storing, sending and receiving Tokens and other Virtual Assets.
Yield	is defined in section 3.6 and 3.6 of this Agreement.

1.2 In this Agreement, unless the context otherwise requires

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include both gender and the neuter;
- (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
- (d) the words: “may” shall be construed as permissive; “shall” or “will” shall be construed as imperative;
- (e) the term “include” or “includes” means includes, without limitation, and “including” means including, without limitation;
- (f) the terms “hereof”, “herein” and “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement; and
- (g) the headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 The titles, subtitles and headings used herein are provided for convenience only and should not be considered in construing or interpreting this Agreement.

1.4 The Terms and related documents may be translated. Any translation is for reference purposes only and is not certified by any person. Only the English language version of this Agreement and its related documents have legal effect and shall prevail to the extent of any inconsistency.

2. ELIGIBILITY

2.1 The acquisition of Tokens from the Company or from any other Person and the receipt of any Transactions from the Company is intended for and extended only to a Person who is an Eligible Person, as determined by ReFi Hub. Accordingly, if you are not an Eligible Person, you are not eligible to acquire Tokens and you are not eligible to receive any Transactions. If you are not an Eligible Person, or if you are acting on behalf of a Person that is not an Eligible Person, you must not acquire Tokens and you must not cause the Company to undertake any Transactions with you.

3. TOKENS AND INVESTMENT

3.1 The cryptographic tokens to be offered for sale by the Company are the SURYA Tokens, and are divisible up to 2 decimal places. The tokens will be issued through Solana and may be held in a Wallet compatible with the Solana blockchain.

3.2 The Tokens represent a limited, non-equity Investment in the Company (the “**Investment**”) as further described herein, and subject to the terms of this Agreement, and are available for purchase by an Eligible Person through Refi Hub. By acquiring Tokens, each Token Holder hereby acknowledges and expressly consents to the temporal nature of the Investment. This includes, without limitation, the automatic expiration of the Tokens and the termination of all Yield obligations upon the completion of the Stipulated Timeline, as defined in this Agreement. Token Holders further waive any claim to rights, payments, or entitlements beyond such timeline.

3.3 The economics of the Investment represented by the Tokens are the following:

Token Symbol	SURYA
Token Collection Name	Refi Hub - EV SURYA Launch
Purchase Price	1.00 USDC per Token
Maximum Supply of Tokens	150,000.00
Soft Cap	149,000.00
Minimum Purchase Amount	1 Token
Closing Date	September 15 th , 2025 13:00 UTC
First Repayment Date	The date that is the earlier of: (i) 30 days after the Stations become operational; or (ii) between January 15 th – 20 th , 2026. If the Station is not operational or not in a position to make Yield payments by the First Repayment Date, the Company shall, from that date, make monthly payments equal to 2.5% of the Investment Amount. These payments shall continue until the Project begins making Yield payments as defined under this Agreement.
End of Term	Variable, with specific terms laid out in Section 3.8.
Yield Rate	Variable, with specific terms laid out in Section 3.6.
Yield Payment Date (“ Payment Date ”)	Monthly between the 15 th and the 20 th of each month.
Delivery Date (“ Delivery Date ”)	Tokens shall be distributed either when the Maximum Supply of Tokens is reached, or on the Closing date, occurring on whichever date is sooner.

3.4 Subject to and upon the terms and conditions hereof, the Tokens represent the Investment in the Company in an amount equal to the Price per Token multiplied by the number of Tokens that the Token Holder holds (the “**Investment Amount**”). Upon the occurrence of the End of Term, all Tokens shall automatically expire and become null, void, and unenforceable for any purpose or claim. At such time the corresponding smart contract shall be deprecated and rendered permanently inactive and the Company shall have no further obligations or liabilities to any Token Holder; and each Token Holder shall be deemed to have irrevocably waived any and all rights, claims, or entitlements against the Company that may arise after the expiration date. No rights,

obligations, or functionalities associated with the Tokens shall survive or be enforceable beyond the End of Term.

- 3.5 If the Company fails to reach the Soft Cap on the Closing Date, this Agreement shall be terminated. In such case, the Token Holder shall have the ability to claim the Purchase Price per Token by burning the purchased Tokens through Refi Hub. Upon successfully burning the purchased Tokens, the Token Holder shall receive the Purchase Price per Token paid minus any fees incurred as the result of blockchain transactions.
- 3.6 From the First Repayment Date until the End of Term, inclusive of both dates, the Investment Amount shall bear Yield equal to 60% of the net profit generated by the Station. For the purposes of this clause, net profit shall mean the total revenue generated by the Station after deducting an operating cost of \$0.05 per kWh (the "**OPEX CAP**") charged by the Company and the actual electricity cost incurred; and all applicable taxes ("**Net Profit**"), with 30% of the Net Profits belonging to the Company, and 10% of the Net Profits belonging to Refi Hub. Should the combined cost of electricity and the OPEX CAP at any point exceed \$0.15 per kWh (the "**Total Expense Allowance**"), or should the electricity cost increase at any point throughout the Stipulated Timeline, the Company shall deliver a written justification and suitable evidence of such increase to the ReFi Hub Platform. Additionally, at any point throughout the Stipulated Timeline, including if the cost of energy increases, ReFi Hub may request proof of the actual electricity costs, in the form of electricity bills from the chargers. The Business is required to oblige these requests within a maximum of 30 Business Days. Additionally, the Company agrees to provide ReFi Hub with access to an API / Dashboard showing charger usage data. Case studies of yield from similar projects are laid out in the Company's Materials, however these estimates are in no way reflect any guarantee from the Company, are not legally binding and could be affected by a number of reasons including usership of the Station, unforeseen circumstances or any other reason such as those mentioned within the Disclaimers.
- 3.7 Yield under this Agreement shall be calculated on the basis of a year of 365 days (or 366 days in the case of a leap year) for the actual number of days elapsed during the period for which Yield is calculated. Yield shall be so calculated with respect to each day during such period by multiplying the Investment Amount on such day at the close of business on such day by a daily Yield factor, which Yield factor shall be calculated by dividing the Yield Rate per annum in effect on such day with respect to such Investment by 365 (or 366 days in the case of a leap year).
- 3.8 Yield shall be paid on the Payment Dates, monthly, from the First Repayment Date until both of the following terms have occurred: (i) the Station stops generating sales revenue, due to broken or malfunctioning equipment that cannot be repaired under commercially reasonable costs; and (ii) the expiry of thirty-six (36) months from the First Repayment Date (the "**Stipulated Timeline**"). Should the Station break down before the expiry of thirty-six (36) months, the Company shall be obligated to burden the cost of repairing or replacing the Station to full functionality, so that it may continue to pay Yield until this time period is met. The Company's obligation to pay Yield shall automatically terminate upon the expiration of the Stipulated Timeline. Upon such termination, Token Holders expressly and irrevocably waive any right or claim to receive further Yield beyond that date. Notwithstanding the above, the Company guarantees that the total Yield paid to each Token Holder over the course of the Stipulated Timeline shall be no less than one point five (1.5) times the Token Holder's original Investment Amount (the "**Minimum Payback Guarantee**"). Should the Station break down before this Minimum Payback Guarantee is delivered, the Company shall either (i) be obligated to burden the cost of repairing, or replacing the Station to full functionality, so that it may continue to pay Yield until this Minimum Payback Guarantee is met, or (ii) shall pay any remaining Yield amount needed to make whole the Minimum Payback Guarantee, accounting for any Yield already paid to Token Holders. Should the Company opt for option (ii), this final payment shall be delivered within a maximum of 90 business days from the stoppage of Yield Payments.
- 3.9 Yield shall be paid in the Virtual Asset USDC.
- 3.10 If the Company fails to make a payment of an Obligation on the relevant date in which such Obligation is due (e.g. payment of Yield on the Payment Date), the Company shall pay an additional 10% penalty (the "Penalty") on the amount of such Obligation for every 30 Business Days in which such Obligation remains unpaid until the Obligation is paid, limited to the total amount paid by the Token Holder, provided that the Company shall have fifteen (15) Business Days to rectify any unpaid Obligations from the Payment Date before a Penalty is applicable.

These expenses shall be borne exclusively by the Company, either through their own business revenue, or through their share of the Station's profit.

- 3.11 Tokens are backed by receivables arising from the provision and sale of electric vehicle charging services by the Station. Token Holders will be entitled to income derived from the usage of charging services at the Station, proportional to their total Token Holdings, as described in Section 3.6.
- 3.12 The purchase and possession of the Token by the Token Holder will imply and represent, for all legal purposes, the assignment of profit from the representative fraction of the Station.
- 3.13 The Company will act as the custodian of all funds raised through the Station, and will distribute 60% of all Net Profits generated from the Station to Token Holders on a monthly basis through Refi Hub. The Company may publish reports of the Station's revenue and profit through either the Refi Hub Platform, or through an email newsletter.
- 3.14 The proceeds of the Investment shall be used by the Company in accordance with the business activities and the use of the proceeds stated in the Materials.
- 3.15 The Investment and the Tokens do not represent or constitute any property rights to vote, manage or share in the profits or proceeds of the Company or any of its partners, nor do they constitute shares, titles or equivalent rights.
- 3.16 Every Token Holder shall have the sole responsibility to attend to and exercise due care with regard to delivery and maintenance of Tokens and Yield payments. It is imperative that a Token Holder utilizes a Wallet which is compatible with the Tokens, and the Obligations' payments. Further, once Tokens, and the Obligations' payments are delivered to a Token Holder Wallet, the Token Holder should ensure the private keys relating to such Wallet are stored securely. The Company shall not be liable for any loss or theft after delivery (or simultaneously at the time of attempted delivery) of Tokens, and the Obligations' payments to the Token Holder's Wallet, regardless of the reason for such loss or theft, and Token Holder hereby waives any claims against the Company related to such losses.
- 3.17 Certain conditions may need to be met by the relevant Token Holder before they can receive the Tokens or any payments of any Obligations, including the Token Holder successfully passing the KYC Process. Each Token Holder expressly agrees and acknowledges that Tokens are non-transferable, and may not be assigned, sold, or otherwise transferred to any third party and only the original Token Holder shall be eligible to claim or enforce any rights, benefits, or entitlements associated with the Tokens; and the Company and Refi Hub shall bear no responsibility or liability whatsoever for any unauthorized transfer, attempted transfer, or resulting loss of Tokens or any associated rights. Any purported transfer in violation of this clause shall be deemed null and void.
- 3.18 Tokens are based on an open-source protocol. Anyone may clone the source code of the blockchain in which Tokens are based, and develop a diverging blockchain protocol without prior permission by anyone else, also known as "**Forks**". Forks can be made to any Virtual Asset that may change the usability, functions, value or even name of a given Virtual Asset. Such Forks may result in multiple versions of a Virtual Asset. Due to the nature of Tokens, if a fork creates two or more Virtual Assets which purport to be the Tokens, it is only possible for one of those Virtual Assets to be a Token. As a result, in the event of a fork only the Virtual Assets on the particular blockchain or protocol that the Company announces by public notice as being supported by the Company are Tokens. Only such Virtual Assets supported by the Company as Tokens, may qualify for any payment of Obligations by the Company. Any other Virtual Assets resulting from the fork are not Tokens, and its holders shall not be subject to receive any payment of Obligations. Where a blockchain or protocol on which Tokens are issued is forked, the Company may elect to suspend any payment of Obligations for an extended period of time on little or no notice. The Company assumes no responsibility or liability whatsoever for any losses or other issues that might arise from an unsupported Fork of Tokens.
- 3.19 The Tokens, or the payment of any Obligations under this Agreement may not be delivered if such payments at the relevant date would constitute a violation of any applicable laws or other regulations, as determined by the board of directors of the Company upon the advice of counsel. As a condition to purchase Tokens and receive payments of any Obligations of the Company, the Token Holder may be required to execute a document confirming and acknowledging that the representations and warranties set forth in this Agreement as they apply to the Token Holder are

true and complete as of the date of any payment. In the event that legal counsel to the Company advises the Company that it is necessary or advisable for regulatory reasons, the Token Holder shall also be required to deliver, as a condition to receive any payment of any Obligation, an accredited investor verification letter from a qualified third-party verifying that the Token Holder is an “accredited investor” within the meaning of Rule 501 of the Securities Act of the United States.

- 3.20 The Token Holder agrees and acknowledges that the SURYA Tokens offered under this Agreement are not native tokens issued by the Company, and shall serve solely for the limited purpose of facilitating the receipt of Yield, as set forth in Section 3 of this Agreement. These Tokens do not confer any ownership, equity, governance, or other rights in or against the Company beyond the rights expressly described herein.
- 3.21 The ReFi Hub Platform and the Company may, acting jointly and in their discretion, re-issue Tokens or substitute them with new digital records of equivalent economic value (“**Substituted Tokens**”), provided that such substitution does not diminish or alter the economic entitlements of Token Holders under this Agreement. Shall Tokens be substituted for Substituted Tokens, the Substituted Tokens shall be treated for all purposes under this Agreement as Tokens, and the Company’s obligations to Token Holder shall remain unchanged. By entering into this Agreement, each Token Holder irrevocably consents in advance to any such substitution or re-issuance, on the condition that:
- (a) the economic entitlements remain equivalent; and
 - (b) the Company provides written notice to Token Holders of such substitution or re-issuance within a reasonable period prior to its effectiveness.

4. SALE OF TOKENS

- 4.1 The Company shall distribute and sell the Tokens through Refi Hub.
- 4.2 The Company may only agree to sell Tokens to Token Holders who have passed the KYC Process carried out by Refi Hub.
- 4.3 Concurrently with the acceptance of this Agreement by the potential Token Holder, and the acceptance of the potential Token Holder by the Company, the potential Token Holder shall provide to the Company, the applicable Purchase Price, as applicable, for each purchased Token (the “**Total Purchase Price**”) to the Company Wallet, as provided by Refi Hub to the Token Holder. The Company will deliver the purchased Tokens to the Token Holder Wallet on or before the Delivery Date, provided that all conditions precedent, including but not limited to successful completion of KYC Process and receipt of Total Purchase Price, have been satisfied.
- 4.4 The Total Purchase Price shall be paid in the Stablecoin, USDC.
- 4.5 The Token Holder is responsible for implementing reasonable measures for securing any digital wallet, vault or other storage mechanism the Token Holder uses to receive and hold the purchased Tokens on the Token Holder Wallet, including, without limitation, any requisite private key(s) or other credentials necessary to access the Token Holder Wallet (“**Token Holder Wallet Access Credentials**”). Those measures shall at least comply with state of the art and shall not be less effective than measures that a third party would expect that Token Holder implements with regard to the assumption that Token Holder might store high values on the Token Holder Wallet and that losing the Token Holder Wallet Access Credentials means a loss of the entire amount of Tokens stored on the Token Holder Wallet. Token Holder agrees to regularly backup the Token Holder Wallet Access Credentials and will apply the same measures to such backup. The Token Holder acknowledges that if the Token Holder Wallet Access Credentials are lost, the Token Holder may lose access to the purchased Tokens. It is only the Token Holder’s responsibility to secure the Token Holder Wallet and the Token Holder Wallet Access Credentials. Therefore, and regardless of any other provision of this Agreement, the Company shall not be responsible or liable for any damages, losses, costs, penalties, fines or expenses arising out of or relating to (i) the Token Holder’s failure to implement reasonable measures to secure the Token Holder Wallet the Token Holder uses to receive the purchased Tokens; or (ii) the loss of or unauthorized use of any of the Token Holder Wallet Access Credentials.
- 4.6 The reception of the purchased Tokens by the Token Holder is final. The Total Purchase Price for the purchased and received Tokens is not refundable under any circumstance, including but not

limited to changes in market conditions, token value, or Token Holder's personal circumstances, unless the Company fails to reach the Soft Cap prior to the Closing Date.

5. DISSOLUTION EVENT; EVENT OF DEFAULT; GUARANTORS

- 5.1 If a Dissolution Event or an Event of Default occurs, the Company shall use commercially reasonable efforts to repay to Token Holders the full amount raised through the Token Sale, minus any Yield which has already been paid to Token Holders, subject to available funds and legal requirements, provided that such repayment obligation shall be limited to the realizable value of the Company's assets at the time of such event.
- 5.2 If there are insufficient funds to make such a repayment, the Company's available funds must be distributed amongst the Token Holders in proportion to the number of Tokens they hold. The Token Holders' right to receive the Repayment Amount is Senior to:
- (a) Payment of outstanding secured indebtedness and creditor claims;
 - (b) Payments of outstanding unsecured indebtedness and creditor claims; and
 - (c) Payments for convertible promissory notes, and Shares.
- 5.3 In the case that the full amount of the obligation cannot be satisfied through the above-mentioned method, the Company shall liquidate any assets it is holding to satisfy the repayment obligations of the Company.

6. FEES

- 6.1 The Token Holder acknowledges and agrees that the Company shall pay a 2.5% commission to Refi Hub from the Total Purchase Price collected, such that the Token Holder's payment obligation remains fixed at 1.00 USDC per Token.
- 6.2 The Token Holder acknowledges and agrees that Refi Hub shall receive 10% of the Net Profits generated by the Company. This share shall be extracted from the total amount transferred by the Company to the Refi Hub smart contract system for monthly Yield distribution. Specifically, 14.28% of such transfers shall be allocated to Refi Hub, while the remaining 85.71% shall be allocated to Token Holders. This results in a final Net Profit distribution of 60% to Token Holders, 10% to Refi Hub, and 30% to the Company, consistent with the ReFi Hub Terms of Service, as may be amended from time to time.

7. CANCELLATION OF TOKENS

- 7.1 The Company may, at its absolute discretion, determine to cancel Tokens in whole or in part at any time upon (i) satisfying all its outstanding payment Obligations to the Token Holders, including any accrued but unpaid Obligations in whole in accordance with this Agreement through the date of cancellation, and (ii) providing at least 30 days' prior written notice to Token Holders of such cancellation.
- 7.2 All Tokens shall automatically expire and be deemed cancelled upon the completion of the timeline specified in the associated smart contract ("Stipulated Timeline"), at which point the smart contract shall be deprecated and all rights, obligations, and functionalities related to the Tokens shall cease to exist or be enforceable.
- 7.3 The Company shall also cancel the Tokens as soon as reasonably practicable upon a Dissolution Event and shall provide public notice of such cancellation (such notice to include the effective date of such cancellation).

8. KYC PROCESS

- 8.1 To purchase and receive the Tokens, or to receive any Yield payment, or any payment of any Obligations of the Company, you must complete and maintain compliance with the due diligence process mandated by Know Your Customer, Anti-money Laundering, and Combating the Financing of Terrorism regulations as conducted by Refi Hub, with such requirements being subject to change from time to time (the "**KYC Process**"). The Company shall not be liable for any delays, losses or inability to receive payments due to non-compliance with the KYC Process or changes in KYC requirements.
- 8.2 In the KYC Process, Refi Hub will ask for information such as your name, physical address, mailing address, date of birth, and other information, and documents that will allow the Company

to identify you in line with the KYC/AML & CTF Policy. You must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of this Agreement. You also agree to provide the Refi Hub, as requested on an ongoing basis, with any additional information for the purposes of identity verification and the detection and prevention of money laundering, terrorist financing, fraud, or any other financial crime, including without limitation, a copy of your government-issued photo ID, a photograph of you holding your government-issued photo ID, a video-verification of you holding your government-issued photo ID, evidence of your residential address (such as a utility bill), evidence of the source of funds, evidence of the source of wealth, and evidence of your good character. You authorize the Company and Refi Hub or its agents to keep a record of such information and to make the inquiries, whether directly or through third parties, that the Refi Hub or its agents considers necessary to verify your identity or protect you and others against fraud or other financial crime, and to take action Refi Hub or its agents reasonably deems necessary based on the results of such inquiries. When Refi Hub or its agents carries out these inquiries, you acknowledge and agree that your personal information may be disclosed to regulatory or enforcement agencies. You acknowledge, understand and agree that your Transactions with the Company may be subject to limits or restrictions in line with the KYC/AML & CTF Policy. You further acknowledge, agree and understand that Refi Hub or its agents reserve the right to charge you fees and expenses associated with conducting the KYC Process.

9. TAXES

- 9.1 The assignment of the Tokens and the payment of any Obligations under this Agreement to a Token Holder shall be made without withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatsoever nature. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any Transactions you conduct with the Company, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

10. REGULATORY ISSUES

- 10.1 The Token Holder acknowledges and understands that this Agreement is not registered with any regulatory body or securities commission, and that the Company is not registered or licensed with any regulator as an investment adviser, broker-dealer, money services business, money transmitter, or Virtual Asset business. As a result, the Token Holder will not be afforded the full set of protections provided to the clients and customers of such entities.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE TOKEN HOLDER

- 11.1 By conducting any Transaction with the Company, including but not limited to the purchase of Tokens from the Company, and the receipt of any Obligations' payment from the Company, the Token Holder represents and warrants to the Company:
- (a) The Token Holder is at least 18 years old or of legal age to form a binding contract under applicable law, are an individual, legal person or other organization with full legal capacity and authority to enter into this Agreement;
 - (b) The Token Holder acknowledges, understands and agrees that he or she or it has no legal right, voting right or claim towards the business of the Company;
 - (c) The Token Holder is not a U.S. Person.
 - (d) The Token Holder is not physically in any Prohibited Jurisdiction.
 - (e) The Token Holder is not a citizen or resident of any Prohibited Jurisdiction.
 - (f) The Token Holder is not a legal person or legal arrangement incorporated, registered or organized under the laws of any Prohibited Jurisdiction.
 - (g) The Token Holder is not by reason of your nationality, domicile, citizenship, residence or otherwise subject to the laws of a Prohibited Jurisdiction;
 - (h) The Token Holder is not, and has not been involved in a transaction with a person who is, on any trade or economic sanctions lists, including, but not limited to, the UN Security Council Sanctions list, designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department's "Denied Persons List". The Company maintains the right to

restrict or deny conducting transactions in certain countries and/or to certain natural persons and/or juristic persons at its sole discretion.

- (i) The Token Holder understands that this Agreement has not been, and will not be, registered under the Securities Act of 1933 of the United States, or under any Securities or Investment Business or Virtual Asset legislation (“Securities Laws”) of any jurisdiction. The Token Holder acknowledges that the Company has no obligation to register under any Securities Laws. The Token Holder further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Tokens, and on requirements relating to the Company which are outside of Token Holder’s control, and which the Company is under no obligation and may not be able to satisfy.
- (j) The Token Holder is a “qualified investor”, “sophisticated investor”, “professional investor”, “institutional investor”, “accredited investor” or analogous term as defined under the securities or investment business laws of the jurisdiction where the Token Holder is a resident of.
- (k) The Token Holder is permitted by the laws of his or her or its jurisdiction to purchase and Tokens, and he or she or it is legally permitted and capable to acquire, receive and hold Tokens and Virtual Assets generally.
- (l) The Token Holder has had the opportunity to seek legal, accounting and other professional advice regarding this Agreement, and Tokens.
- (m) The Token Holder understands that finder's fees or commissions may be paid in connection with purchases and sales of Tokens, which may include his or her purchase or sale.
- (n) The Token Holder understands distributed ledger technology and Tokens, and is fully aware of the risks associated with the same.
- (o) The Token Holder is responsible for ensuring compliance with the laws of his or her or its jurisdiction and acknowledge that the Company is not liable for his or her or its compliance with such laws,
- (p) The Token Holder’s transactions with the Company do not constitute a breach of the laws of his or her or its jurisdiction;
- (q) The Token Holder understands the inherent risks associated with Virtual Assets, and purchasing, selling or trading Virtual Assets;
- (r) The Token Holder has a working understanding of the usage of Virtual Assets, smart contract based tokens, and blockchain-based software systems;
- (s) The Token Holder purchases Tokens with funds he, she or it can afford to lose, and have a high-risk tolerance;
- (t) The Token Holder will not carry out any activity that (i) involves proceeds from any illegal or unlawful activity (including money laundering or terrorism financing); or (ii) violates, or could violate, any applicable law;
- (u) The Token Holder is the legal owner (or an authorized agent of the legal owner) of the funds he, she or it uses to purchase Tokens and that these funds are derived from a legitimate source;
- (v) The Token Holder will not transact with the Company in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or blocked property, frozen assets, economic resources, or corruption related to any person or government official, under any applicable laws;
- (w) The Token Holder will not use any method or services to mask his or her or its internet protocol address or his or her or its internet traffic or current location or real internet connection, including but not limited to virtual private networks, proxy servers, Tor browser;
- (x) The Token Holder is experienced in and fully capable of operating, maintaining and safekeeping the Wallet out of which he or she or it sent or will send the payment of the

- Total Purchase Price, receive the Tokens, and receive any Transactions from the Company.
- (y) The Token Holder understands and agrees that this Agreement and the Tokens do not represent shares, equity or any type of ownership interest in the Company and that Tokens do not represent any right to vote, manage, or share in the profits or proceeds of the Company.
 - (z) Except as otherwise provided for herein, the Token Holder understands that he or she or it has no right to any refund of the Total Purchase Price.
 - (aa) The Token Holder understands and acknowledges that nothing in these terms constitutes tax, accounting, financial or legal advice, and that he, she or it bears the sole responsibility to seek independent professional advice to determine the tax, financial and legal implications of (a) a transaction with the Company; (b) the purchase, ownership and use of Tokens; and (c) any expiration of Tokens at the end of their term.
 - (bb) The Token Holder bears responsibility to declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any applicable jurisdiction as a result of or in connection with the receipt, holding, use, purchase, appreciation, trading, remittance or disposal of Tokens.
 - (cc) The Token Holder incorporates and restates in this Agreement by reference all representations and warranties made by the Token Holder contained in the Agreement. The Token Holder further represents that he, she or it has read this Agreement, understands and agrees to be bound by its terms, and has been provided the opportunity to ask the Company questions, and where applicable, has received answers from the Company, regarding this Agreement.
 - (dd) The Token Holder agrees to be bound by any affirmation, assent or agreement that he, she or it transmits to the Company by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent he, she or it gives to receive communications from the Company or any of the Affiliated Entities solely through electronic transmission.
 - (ee) The Token Holder represents and warrants that all of the representations and warranties he or she or it is making in this Agreement are true and accurate as of the date of acceptance of this Agreement and any date of any Transactions (“**Relevant Dates**”). If any representations and warranties are not true and accurate prior to acceptance of this Agreement and the Relevant Dates, the Token Holder shall give prompt written notice of this fact to the Company specifying which representations and warranties are not true and accurate and the reasons why they are not. The Token Holder agrees to notify the Company promptly if there is any change with respect to any of the representations and warranties in this Agreement.
 - (ff) The Token Holder acknowledges and accepts that there are risks associated with purchasing, holding and selling Tokens, as more fully disclosed and explained in this Agreement.
 - (gg) The Token Holder represents and warrants that he or she or it has sufficient knowledge, understanding, and experience, either independently or together with his or her or its representative(s), in financial and business matters, and of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic Tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems, to understand this Agreement, and such knowledge, understanding, and experience enables the Token Holder to evaluate the merits and risks of purchasing and/or selling Tokens.
 - (hh) The Token Holder agrees that at any time in the future at which he or she or it may acquire Tokens from the Company or from any other party, or receive any Obligations’ payments from the Company, the Token Holder shall be deemed to have reaffirmed, as of that date, each and every representation and warranty made by the Token Holder in this Agreement.
 - (ii) The Token Holder has full legal capacity, power and authority to execute and deliver this Agreement and to perform his, her or its obligations hereunder. This Agreement constitutes

a valid and binding obligation of the Token Holder, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

- (jj) The Token Holder agrees on behalf of himself and his or her or its successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver any other instruments, documents and statements and to take any other actions as the Company may determine to be necessary or appropriate to comply with applicable law and to effectuate and carry out the purposes of this Agreement. The Token Holder further agrees that the Company may, in its sole discretion, refuse to sell to the Token Holder, Tokens, or to pay any of its Obligations or conduct any Transactions with the Token Holder, if, among other things, the Token Holder refuses to comply with this provision and this Agreement.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

12.1 The Company hereby represents and warrants to the Token Holder as follows:

- (a) The Company is a Singaporean company organized, validly existing and in good standing under the laws of Singapore, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted;
- (b) The execution, delivery and performance by the Company of this Agreement is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To its knowledge, the Company is not in violation of (i) its current memorandum and articles of association, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material debt or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company;
- (c) No insolvency proceedings have been commenced or are continuing with respect to the Company and any of its Affiliated Entities; and
- (d) To its knowledge, the Company and the Affiliated Entities own or possess (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others.
- (e) The Company states that it has not, nor ever will, assign, encumber, securitize or lend the Station or any assets relating to it in any capacity other than that stated within this Agreement.
- (f) The Company shall use commercially reasonable efforts to monitor and maintain the performance of the Station, including routine operation and maintenance. The costs of such monitoring, operation and maintenance shall be deducted monthly at the rate of USD 0.10 / kWh from the total value of the charging services sold by the Station, as outlined in the revenue and profit estimates provided in the Materials.

13. TOKEN LIFECYCLE AND YIELD OBLIGATIONS

13.1 The Investor hereby acknowledges and agrees to the following:

- (a) Upon completion of the timeline stipulated in this Agreement and/or the associated smart contract ("Stipulated Timeline"), all Tokens shall automatically expire and become invalid for any use, transfer, or claim.
- (b) The smart contract governing the Tokens shall be deprecated and rendered inactive at the close of the Stipulated Timeline.

- (c) Following the expiration of the Stipulated Timeline, no obligations, rights, or functionalities related to the Tokens shall exist or be enforceable.
- 13.2 The Company's obligation to disburse yield payments shall be limited to the duration of the Stipulated Timeline. Token Holders acknowledge and consent that no yield payments shall be required or enforceable beyond the expiration of the Stipulated Timeline.
- 13.3 Token Holders expressly waive any claim to yield following the termination of the Stipulated Timeline.

14. DISCLAIMER

- 14.1 Your Transactions with the Company, including but not limited to the purchase of Tokens from the Company, the Investment, the receipt of Yield, the Investment Amount or any other payment of Obligations by the Company are at your sole risk, and you are solely responsible for any losses, damages or costs resulting from such Transactions. The Company does not provide, and nothing in this Agreement shall be construed as, investment advice, financial advice, or any marketing, promotion or offer of any regulated investment product or service to you or any third party, as defined under applicable financial services laws and regulations. The Tokens are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. The Company shall in no event be held liable for any loss or other damages, including but not limited to special, incidental, consequential, or other damages. Without limiting the foregoing, the Company does not represent or warrant that Tokens are accurate, complete, reliable, current or error-free, or free of viruses or other harmful components. By transacting with the Company, you agree that the Company shall not have any liability, contingent or otherwise, to you or to any third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of Tokens or for delays or omissions, or for the failure of any connection or communication service to a Transaction related to Tokens with the Company, or for any interruption in or disruption of your access or any erroneous communications between the Company and you, regardless of cause.
- 14.2 The Company does not make any representation or warranty with respect to the Tokens. The Company hereby expressly disclaims responsibility for, and shall in no case be liable for any damage, loss, penalty, cost or expense, whether direct, indirect, incidental, consequential, special, punitive, exemplary or economic (and whether or not caused by negligence) which arises in tort, contract or otherwise, to the fullest extent allowed by applicable law, to any person or entity in connection with:
 - (a) any person's purchase or sale of Tokens, or conduct of any Transaction in violation of any anti-money laundering, counter-terrorism financing or other regulatory requirements that are imposed in any jurisdiction;
 - (b) any person's purchase or sale of Tokens or conduct of any Transaction in violation of or contravention of any representation, warranty, obligation, covenant or other provision of the Agreement;
 - (c) any transaction related to Tokens in which the Company is not a party;
 - (d) the exercise of any right by the Company under this Agreement;
 - (e) unauthorized data interception, interruption, transmission blackout, or delays (due to data volume, server error or otherwise) during the delivery of Tokens or any payment of Obligations;
 - (f) a delay in transmitting the Tokens or any payment of Obligations, or a delay in any refund;
 - (g) any error, bug, flaw, defect or otherwise of the source code of the Tokens or in related code;
 - (h) any application, program, service or good created on, operated on or connected to the Tokens;

- (i) any malfunction, breakdown, collapse, or delay caused by the blockchain or by software conducting any transaction between the Company and the Token Holder;
- (j) the loss, theft or perceived poor utilization of the proceeds from the Investment;
- (k) any loss of Tokens due a failure to (i) safeguard a Wallet, including the loss, destruction, theft or accidental disclosure of a private key, or (ii) not utilizing proper type or kind of Wallet;
- (l) any default, breach, infringement, breakdown, collapse, service suspension or interruption, fraud, mishandling, misconduct, malpractice, negligence, bankruptcy, insolvency, dissolution or winding-up of any third-party funding portal, wallet or exchange service handling Tokens;
- (m) any difference, conflict or contradiction between this Agreement, and the Materials, and any information provided by any third-party;
- (n) listing or delisting of Tokens on or from any Virtual Asset exchange or market, or the trading of Tokens on the same; and
- (o) Tokens being classified or treated by any government, quasi-government, authority or public body as a kind of currency, securities, commercial paper, negotiable instrument, investment or other classification that may be banned, regulated or subject to legal restrictions.

15. RISK DISCLOSURES

- 15.1 The Token Holder (i) is able to bear the economic cost of losing the Total Purchase Price; (ii) has adequate means of providing for his, her, or its current needs and possible personal contingencies even in the event that the Company does not satisfy its Obligations; and (iii) has no need for liquidity of the Tokens. The Token Holder is solely responsible for reviewing, understanding and considering the risks below and any additional risks, including without limitation those described in this Agreement, and the Materials. The Company's operations, financial condition, and results of operations could be materially and adversely affected by any one or more of those risk factors. Risk Disclosures, include but are not limited to the following:
- (a) The proceeds from the sale of Tokens may not be sufficient for the Company to successfully grow or maintain its business and be able to pay the Yields.
 - (b) Regulation of virtual assets and blockchain technologies, including Tokens and transactions such as this Agreement or the sale of Tokens, is evolving and varies significantly across jurisdictions, with regulatory frameworks being subject to frequent changes and reinterpretation. These regulations are evolving rapidly, are subject to significant variation among international jurisdictions and are generally subject to significant uncertainty. The Company may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with the sale of Tokens, or conducting any Transactions. In such a case, the ability of the Company to pay its Obligations may be negatively affected. There is no guarantee that the Company will not suffer as a result of new laws or regulations or by the new enforcement or interpretation of current laws or regulations.
 - (c) Cryptography is constantly evolving and current systems cannot guarantee absolute security going forward. Advances in cryptographic methods or algorithms, or with technology, such as with quantum computing, could present risks to all cryptography-based systems, including Tokens. These advances could result in the theft, loss, disappearance, destruction or devaluation of Tokens. There can be no guarantee that the value or security of Tokens will not be destroyed or negatively impacted by the future developments in the field of cryptography.
 - (d) The Company could prove to be incapable of effective management of its business due to a variety of reasons, such as due to a lack of investment, managerial skill, due to technical difficulties, or due to a lack of resources, which would likely negatively affect the ability of the Company to pay any of its Obligations.

- (e) There have been many documented incidents of thefts and attempted thefts of Virtual Assets. The Company may hold large amounts of Virtual Assets in the form of USDC, USDT, BTC, ETH, SOL, GLMR, MATIC or CELO, or other Virtual Assets following the sale of Tokens. This may make the Company the target of Virtual Asset thieves and scammers. Due to the rapidly evolving nature of Virtual Assets, there likely will always be a risk of vulnerability to theft even with adherence to security best practices. There can be no guarantee that the Company will not be a victim of Virtual Asset theft, the result of which may adversely affect the ability of the Company to pay any of its Obligations.
- (f) No one can guarantee the source code of Tokens, or the relevant blockchain to be flaw-free. Flaws, errors, defects and bugs may disable functionality for users, expose users' information or otherwise negatively impact users. This could compromise the business of the Company and the ability of the Company to pay any of its Obligations.
- (g) The Solana Blockchain and the Ethereum Blockchain, including any Layer 2 blockchains, and other relevant blockchains are public and permissionless and thus vulnerable to being overwhelmed with traffic. Whether due to an intentional and malicious attack, or whether due to the popularity of a blockchain-related event, the relevant blockchain may from time to time be flooded with requests for transactions that utilizes all its throughput capacity. If the Company Developers are unable to address scalability issues, blockchain congestion or downtime may adversely affect the ability of the Company to pay any of its Obligations.
- (h) Tokens stored in a digital wallet are accessible by a private key, which is simply a unique string of text. The loss or destruction of a digital wallet's private key may render the Tokens on such wallet inaccessible. Further, if a private key is learned or copied by another person, that person will be able to steal the Tokens (and any other Virtual Assets or Tokens) stored on the digital wallet. Token Holders are required to safeguard the private keys of their digital wallets. The Company will not be liable for any losses due to any situation in which a private key is lost, divulged, destroyed or otherwise compromised.
- (i) Tokens are personal, non-transferable digital instruments and shall not be listed, traded, exchanged, assigned, pledged or otherwise transferred on any Virtual-Asset exchange, peer-to-peer platform or other secondary market. Any attempted disposition of a Token is null and void and will not be recognised by the Company. The Company will not create, support or facilitate any marketplace for Tokens and bears no responsibility or liability for any prohibited trading activity undertaken by Token Holders or third parties.
- (j) The Virtual Asset market is relatively new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of the Company, or enact regulations or pursue enforcement actions against Token Holders and the Company, including with respect to the purchase, sale or trade of Tokens, which could result in curtailment of, or inability of the Company to pay its Obligations, or judgments, settlements, fines or penalties against the Company could affect the ability of the Company to pay any of its Obligations.
- (k) The Company may cease to, or poorly, conduct business thereby impacting the ability of the Company to pay any of its Obligations.
- (l) The use of Virtual Assets to, among other things, participate in the smart contracts economy, is part of a relatively new and rapidly evolving industry that employs Virtual Assets based on a computer-generated mathematical and/or cryptographic protocol. The growth of this industry in general, and the use of Virtual Assets in smart contracts in particular, is subject to a high degree of uncertainty, and the slowing or stopping of the development or acceptance of developing protocols may occur and is unpredictable. Some factors that could impact market development include, but are not limited to (i) continued worldwide growth in the adoption and use of Virtual Assets; (ii) governmental and quasi-governmental regulation of Virtual Assets and their use, or restrictions on or regulation of access to and operation of the network or similar; (iii) changes in consumer demographics and public tastes and preferences; (iv) the security and further development of decentralized finance protocols; (v) the availability and popularity of alternatives to decentralized finance; (vi) the potential success or failure of the business of the Company and its competitors in addition to desired use thereof; (vii) general economic conditions

and the regulatory environment relating to Virtual Assets; (viii) negative consumer sentiment and perception of Virtual Assets generally.

- (m) Banks and financial institutions may not provide banking services, or may cut off services, to businesses that provide Virtual Asset-related services or that accept Virtual Assets or otherwise are involved in Virtual Assets, which may limit the Company to conduct business. A number of companies that are related to Virtual Assets do not find banks or financial institutions that are willing to provide them with bank accounts and other services. Similarly, a number of companies and individuals or businesses associated with Virtual Assets may have had and may continue to have their existing bank accounts closed or services discontinued with financial institutions. The difficulty that many businesses that provide crypto asset-related services have and may continue to have in finding banks and financial institutions willing to provide them services may be decreasing the usefulness of Virtual Assets, harming public perception of Virtual Assets and could decrease its usefulness and harm its public perception in the future. Similarly, the usefulness of Virtual Assets as a payment system and the public perception of Virtual Assets could be damaged if banks or financial institutions were to close the accounts of businesses providing Virtual Assets-related services. This could occur as a result of compliance risk, cost, government regulation or public pressure. These risks may impact the ability of the Company to pay any of its Obligations.
- (n) As part of the process for the sale of Tokens or payment of its Obligations to Token Holders, the Company and/or its agents may collect and retain personal information from Token Holders. The collection and retention of such information is subject to applicable laws and regulations. Further, databases holding such information are vulnerable to breaches and other forms of unauthorized access. The Company may be required to expend significant financial resources to alleviate problems caused by any breaches or losses, settle fines and resolve inquiries from regulatory or government authorities. Any information breaches or losses will also damage the Company's reputation and thereby may impact the ability of the Company to pay any of its Obligations.
- (o) Tax laws and regulations are highly complex and subject to interpretation, especially when cross-border transactions and multiple tax jurisdictions are involved. Consequently, the Company may be subject to changing tax laws, treaties and regulations. If any tax authority successfully challenges the operational structure of the Company or the Company loses a material tax dispute, the Company's tax liabilities could increase substantially. This could cause the Company's financial resources to be constrained or impaired, and could cause the Company to redomicile or to alter its legal entity structure in order to optimize its tax situation. This in turn could negatively affect the Company's ability to manage and grow its business, which would negatively impact the ability of the Company to pay any of its Obligations.
- (p) The taxation of Virtual Assets is an evolving area of law and often varies widely between jurisdictions. Token Holders may have tax reporting implications and the purchase or sale of Tokens may create liabilities for Token Holders, depending on their tax jurisdiction and situation. Token Holders are urged to consult their tax advisors prior to participating in a sale of Tokens. The Company expressly disclaims responsibility and liability for the tax treatment and tax obligations arising from participation in a sale of Tokens.

16. TERM

16.1 This Agreement shall continue to be in force until:

- (a) the failure of the Company to reach the Soft Cap, and the subsequent reimbursement of the Total Purchase Price;
- (b) a Dissolution Event of any party of this Agreement;
- (c) the End of Term, subject to the Company having satisfied the payment of all its Obligations under this Agreement; or
- (d) the Token Holder ceases to be a Token Holder;

16.2 The Company also reserves the right to terminate this Agreement with no liability to make any further payments to the Token Holder, if the Company reasonably suspects, or factually knows

that any of the representations and warranties are not, or cease to be, true and complete at any time.

- 16.3 Upon completion of the Term of this agreement (the "Stipulated Timeline"), (i) all Tokens associated with the Investment shall be deemed expired and no longer valid for use, transfer, or claim, (ii) the corresponding smart contract governing said Tokens shall be deprecated and rendered inactive, (iii) no further obligations, rights, or functionalities related to the Tokens shall exist or be enforceable, (iv) the Token Holder will no longer be entitled to any Yield payments from the Company, and (v) the Token Holder will not be entitled to any profits derived from any continued operation of the Station and/or the sale of the equipment or machinery.

17. INDEMNIFICATION

- 17.1 Each party (an "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party (the "**Indemnified Party**"), its affiliates, and each of their directors, officers, employees, and agents from and against all claims, suits and proceedings and any and all related liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") incurred by the Indemnified Party, relating to or arising out of the breach by the Indemnifying Party of any of its duties, obligations, representations or warranties under this Agreement.
- 17.2 An Indemnified Party will (i) promptly notify the Indemnifying Party of any claim, suit, or proceeding for which indemnity is claimed (but the Indemnifying Party shall be relieved from liability only to the extent any delay in providing such notice prevents the Indemnifying Party from defending such claim, suit or proceeding); (ii) cooperate reasonably with the Indemnifying Party at the Indemnifying Party's expense; and allow the Indemnifying Party to control the defence or settlement thereof. The Indemnified Party will have the right to participate in any defence of a claim and/or to be represented by counsel of its own choosing at its own expense.

18. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

- 18.1 The Company Entities shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of the Company including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.
- 18.2 The Company Entities shall not be liable for any losses, indirect damages, or other liabilities, including but not limited to special, incidental, consequential, or other indirect damages, except in cases of fraud, willful misconduct or gross negligence. This limitation applies even if such damages are foreseeable.

19. NO WAIVER

- 19.1 From time to time, the Company may fail to require or strictly enforce compliance with relation to any provision in this Agreement. The Company may also fail to exercise any or all of its rights empowered herein. Any such failure shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or in any other instance. If applicable, an express waiver given by the Company of any condition, provision, or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such condition, provision or requirement.

20. GOVERNING LAW AND JURISDICTION

- 20.1 These Terms, and any terms announced on Refi Hub are governed and shall be interpreted in accordance with English Law without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.
- 20.2 You agree to submit any Dispute (as defined below) to arbitration in accordance with the terms of section 21. To the extent that the agreement to arbitrate is ineffective or void, you agree to submit to the exclusive jurisdiction of the courts of England.

21. SUBMISSION TO ARBITRATION

- 21.1 Any dispute, claim, suit, action, cause of action, demand, or proceeding arising out of or related to this Agreement (including with respect of their validity, existence, or termination), action or transaction under or contemplated by this Agreement, (any "**Dispute**") that is not settled by you

and the Company within 30 Business Days from the date that either party notifies the other party in writing of the Dispute shall be referred to and finally settled by arbitration. Further, the parties hereby agree:

- (a) To attempt informal resolution prior to any demand for arbitration for at least 30 Business Days before initiating any arbitration or court proceeding. Such informal negotiations commence upon receipt of written notice from you. If the Parties cannot resolve the dispute on an informal basis, the Parties agree that any dispute arising under this Agreement shall be finally settled in binding arbitration, on an individual basis;
- (b) That any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the London Court of International Arbitration ("LCIA") rules, which are deemed to be incorporated by reference into this clause;
- (c) That the number of arbitrators shall be one;
- (d) That the place of arbitration shall be the London, United Kingdom, unless the Parties agree otherwise;
- (e) That the language to be used in the arbitral proceedings shall be English;
- (f) That the courts in England have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration;
- (g) That the arbitrator has the authority to grant any remedy that would otherwise be available in court; and
- (h) That the parties shall split the costs and expenses of any arbitration and bear their own legal costs and expenses.

22. MISCELLANEOUS

- 22.1 You may not assign, transfer, novate or otherwise dispose of any rights and/or licenses granted under this Agreement unless prior written consent from the Company has been obtained. The Company reserves the right to assign its rights without restriction, including without limitation to any of its Affiliated Entities, affiliates or subsidiaries, or to any successor in interest of any business contemplated in this Agreement. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 22.2 If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.
- 22.3 The Company shall have no liability for any failure or delay resulting from any abnormal or unforeseeable circumstances outside its reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including without limitation governmental action or acts of terrorism, war, earthquake, fire, flood, or other acts of god, labour conditions, delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures or where the Company is bound by other legal obligations.
- 22.4 Upon termination of this Agreement for any other reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.
- 22.5 This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and the Company and any Affiliated Entities which each shall be a third-party beneficiary of this Agreement, and no other person shall assert any rights as a third-party beneficiary hereunder.
- 22.6 The Company maintains all intellectual property rights, including but not limited to copyright and trademark rights, in and to the Tokens and any associated content. Token Holders are prohibited from using such intellectual property for commercial or promotional purposes.

- 22.7 Any and all content made available by the Company such as, but not limited to, texts, graphics, images, logos, icons, photographs, editorial content, notifications, software and other material, belongs exclusively to the Company.
- 22.8 The terms and provisions of this contract will prevail over any other understandings or previous agreements between the parties, express or implied, regarding the established conditions, and the parties will not be held responsible for any adjustments established by their employees, representatives, intermediaries, etc., which are not included in the clauses inserted in this instrument.
- 22.9 The Parties may opt for signatures to this instrument to be carried out using digital signature tools, in accordance with paragraph 2 of article 10 of MP 2.200-2/2001, with this Agreement, in this case, being irrevocably considered, by everyone who signs it, as documentary proof and extrajudicial executive title, for all purposes and effects. The Parties declare that they are aware and recognize that the digital signature tool meets the highest levels of signatory authentication and rigorous security and legal compliance standards, guaranteeing security and legal validity, unequivocally attesting to the authorship and content of a document electronic.
- 22.10 The Token Holder declares that it accepts all terms of this agreement by clicking the tick box that appears before they sign the blockchain transaction to invest.

THE TOKEN HOLDER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING TERMS AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.