

EXO TOKEN SALE & INVESTMENT AGREEMENT

TERMS & CONDITIONS

These Terms and Conditions of the EXO Token Sale and Investment Agreement (the “**Agreement**”) is a legal and binding contract between IPE Intermediacoes Ltda. a limited liability company incorporated under the laws of Brazil with registration number 49.983.681/0001-44, 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 issue and sell Tokens 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 your applicable currency. The Company does not offer to sell Tokens, 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) 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 capitalized terms shall have the meanings set forth below, unless the context otherwise requires or unless otherwise expressly provided herein.

“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.

“Business Day” shall mean any day other than a Saturday, Sunday or public holiday on which the banks in Brazil are open for retail business.

“Company”, “our”, “us” or “we” shall, where the context so permits or requires, mean IPE Intermediacoes Ltda., or its subsidiaries and affiliates and their successors and assigns.

“Closing Date” shall mean the date on which the Company concludes the sale of Tokens, as provided in section 3.3 of this Agreement.

“Delivery Date” is defined in section 3.3 of this Agreement.

“Eligible Person” shall mean a Person that is:

- 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 the Company shall repay the Investment Amount, as provided in section 3.3 of this Agreement.

“**Event of Default**” shall mean one or more of the following events:

- a) if the Company fails to pay any of the Obligations when 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.

“**Dissolution Event**” shall mean (i) a voluntary termination of operations, (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.

“**Forks**” is defined in section 3.18 of this Agreement.

“**Yield**” is defined in section 3.6 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 the Company to detect and prevent money laundering, terrorist financing, and corruption.

“Investment” shall mean the Investment represented by Tokens and provided by the Token Holder as further described in section 3 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>.

“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” means the money or currency of any country or jurisdiction that is:

- a) designated as legal tender; and,
- 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.

“Plant” or **“Exodus 1”** shall mean the photovoltaic energy generation plant being built through the funding raised from the Token Sale.

“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.

“Purchase Price” shall mean the price per Token purchased by a Token Holder, as provided in section 3.3 of this Agreement.

“Refi Hub” shall mean the Refi Hub Platform available at <https://www.refihub.io> and through which the Company shall distribute the Tokens to the Token Holders.

“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.

“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.

“Token Holder Wallet Access Credentials” is defined in section 4.5 of this Agreement.

“Tokens” shall mean the cryptographic tokens that are issued 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.

“Transferee” is defined in section 3.17 of this Agreement.

“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

- a) a medium of exchange;
- b) a unit of account;
- c) a store of value, and/or
- 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.

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.

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

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

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. 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 EXO 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 an 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.

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

Token Symbol	EXO
Token Collection Name	ReFi Hub x IPE Exodus 1
Purchase Price	1.00 USDC
Maximum Supply of Tokens	32,500.00
Soft Cap	32,500.00
Minimum Purchase Amount	1 Token
Closing Date	October 2 nd , 2024 13:00 UTC
First Repayment Date	October 15 th to 20 th , 2024
End of Term	February 20 th , 2049
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**”).

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 51% of the net profit generated by the Plant, with the remaining 49% of the net profits being split between the Company and a prior sale of the Plant’s profits (15% and 34% respectively). Non-binding estimates of annual Yield are laid out in the Company’s Materials, however these estimates are in no way legally binding and could be affected by a number of reasons including changes in energy generation capabilities, price of energy, 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, over the course of 24 years and 7 months beginning on the First Repayment Date and continuing monthly until the Final Repayment Date.

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

3.11. Tokens are backed by receivables arising from the generation and sale of solar energy by the Plant. Token Holders will be entitled to income derived from the generation of energy from the Plant proportional to their total Token Holdings, as described in Section 3.6.

3.12. The purchase and possession of the Token by the Purchaser will imply and represent, for all legal purposes, the assignment of profit from the representative fraction of the Plant.

3.13. The Company will act as the custodian of all funds raised through the Plant, and will distribute 51% of all net profits generated from the Plant to Token Holders on a monthly basis. The Company will regularly publish reports of the Plant'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.

3.17. Tokens may be freely transferable by the relevant Token Holder. Certain conditions may need to be met by the relevant transferee ("**Transferee**") before the Transferee can receive the Tokens or any payments of any Obligations, including the Transferee successfully passing the KYC Process. For the avoidance of doubt, if the Token Holder transfers Tokens to a Transferee, the Token Holder is also transferring the right and entitlement to receive any payment of any Obligations from the Company with respect to such transferred Tokens to the Transferee.

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.

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 issue and sell Tokens to Token Holders who have passed the KYC Process carried out by either the Company or 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 the Company to the Token Holder. The Company will deliver the purchased Tokens to the Token Holder Wallet immediately on the Delivery Date or prior to it.

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, 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 must immediately repay to Token Holders the full amount raised through the Token Sale, minus any Yield which has already been paid to Token Holders.

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.

5.4 In the case that the full amount of the obligation cannot be satisfied through the above-mentioned method, the company Tab Energia Renovável Ltda agrees to act as a Guarantor, and to pay back any remaining obligations from their own capital, as per the terms in the Annexed Guarantor agreement.

6. FEES

6.1. The Token Holder acknowledges and agrees that the Company shall pay a 2.5% commission to ReFi Hub on top of the Total Purchase Price paid by the Token Holder to the Company.

6.2. The Token Holder acknowledges and agrees to pay a 2.5% commission on top of the Total Purchase Price to Refi Hub in accordance with the Terms of Service of Refi Hub, as 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 satisfying its Obligations in whole in accordance with this Agreement.

7.2. 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 the due diligence process mandated by Know Your Customer, Anti-money Laundering, and Combating the Financing of Terrorism regulations (the "**KYC Process**").

8.2. In the KYC Process, the Company 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 Company, 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 or its agents to keep a record of such information and to make the inquiries, whether directly or through third parties, that the Company or its agents considers necessary to verify your identity or protect you and others against fraud or other financial crime, and to take action the Company or its agents reasonably deems necessary based on the results of such inquiries. When the Company 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 the Company or its agents reserve the right to charge you fees and expenses associated with conducting the KYC Process.

9. TAXES

The delivery 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

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

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/or sell 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 that nothing in these terms should be construed as tax, accounting or legal advice, and that he or she or it bears the sole responsibility to determine the tax implications of (a) a transaction with the Company; (b) the purchase, ownership and use of Tokens; and (c) any subsequent disposition of Tokens.
- 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

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

- a) The Company is a Brazilian company organized, validly existing and in good standing under the laws of Brazil, 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 Plant or any assets relating to it in any capacity other than that stated within this Agreement. This clause does not pertain to the prior partial sale of the plant mentioned in Section 3.6, and instead, only applies to the 60% of the plant which is being sold through ReFi Hub.
- f) The Company accepts responsibility for monitoring the performance of the Plant, including the routine operation and maintenance, the costs of which are already included in the revenue and profit estimates given in the Materials, which will be respectively deducted monthly from the total value of energy generated and sold by the respective Plant.

13. DISCLAIMER

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 investment advice or any marketing, or promotion or offer of any investment to you or any third party. 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.

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.

14. RISK DISCLOSURES

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, which include Tokens, and of transactions such as this Agreement or the sale of Tokens lack uniformity and are unsettled in many jurisdictions. 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) The liquidity or trading of Tokens on a secondary or outside market is not the objective or responsibility of the Company. There may be no Virtual Asset exchange or other

marketplace facilitating Tokens for trade or exchange with Virtual Assets or fiat currency. Further, should Tokens ever be listed for trade on an outside market or on a Virtual Assets exchange, the Company will not be obliged to concern itself with, or to take action with regard to the pricing, supply or regulation of Tokens on such market or exchange.

- 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.

15. TERM

- a) This Agreement shall continue to be in force until:
 - i) the failure of the Company to reach the Soft Cap, and the subsequent reimbursement of the Total Purchase Price;
 - ii) a Dissolution Event of any party of this Agreement;
 - iii) the End of Term, subject to the Company having satisfied the payment of all its Obligations under this Agreement; or
 - iv) the Token Holder ceases to be a Token Holder;
- b) 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.
- c) Upon completion of the Term of this agreement, the Token Holder will no longer be entitled to any yield payments from the Company, and will not be entitled to any profits derived from any continued operation of the plant and/or the sale of the equipment or machinery.

16. INDEMNIFICATION

- (a) 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.
- (b) 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.

17. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

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.

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. This limitation applies even if such damages are foreseeable.

18. NO WAIVER

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.

19. GOVERNING LAW AND JURISDICTION

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.

You agree to submit any Dispute (as defined below) to arbitration in accordance with the terms of section 20. 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.

20. SUBMISSION TO ARBITRATION

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.

21. MISCELLANEOUS

21.1. You may not assign any rights and/or licenses granted under this Agreement unless 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.

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

21.6. The Company maintains all licensing rights for Copyright and Image incorporated into the Tokens. Token Holders are prohibited from using them for commercial or promotional purposes, other than the resale of the Token itself to third parties.

21.7. 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, and are protected by Brazilian intellectual property and copyright law.

21.8. 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.

21.9. 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, in strict compliance with Brazilian Laws that govern the subject.

21.9.1. 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.