

INVESTMENT AGREEMENT

Regolith LLC, an exempted company with limited liability incorporated pursuant to the laws of the Saint-Vincent and Grenadines, registration number 3009LLC2023, acting on the basis of the Charter, hereafter named the **Investment Recipient** or **Company**, as the party of the first part, and **You**, hereafter named **Investor** or **Client**, as the party of the second part, together named Parties and individually – the Party, have entered into the current Investment Agreement (Agreement hereafter) as follows:

You agree and understand that by using our services, you are agreeing to enter into this Investment Agreement (the “Investment Agreement”) by and between you and us and be legally bound by its terms and conditions.

1. Definitions and Interpretations

- 1.1. **Investor** - Party granting the Investment to the Investment Recipient for achieving the financial goals as stipulated by the Agreement.
- 1.2. **Investment Recipient** – party receiving the Investment for achieving the goals (Investment activity result) as stipulated by the Agreement.
- 1.3. **Investment** – the funds, which are converted into TRON (TRX) (hereafter – TRX) cryptocurrency for staking purposes.
- 1.4. **Staking** – the process of locking TRX cryptocurrency in the blockchain network to support the network's operations, for which staking rewards are accrued. These rewards are then converted into profit, which is distributed to Investors and referred to as dividends in this Agreement.
- 1.5. **Dividends** - profit received from the Project. It is paid weekly on the Indexation Day according to the Investor's Share.
- 1.6. **Investment activity** - activity aimed at obtaining profit by means of staking TRX cryptocurrency.
- 1.7. **Investment Activity Result** – achieving the goals for which the Investment is provided and/or for obtaining any other beneficial effect.
- 1.8. **Personal account** – a virtual personal account of the Investor located on the Investment Recipient servers and found at <https://regolith.com> (and mirrors: <https://regolith.com/domains>), which can be accessed after the authorization procedure (entering the login and password that only the Investor knows).
- 1.9. **Investment share** – a unit of measuring the Investment participation in the project. The electronic copy of the share is shown in the Personal Account of the Investor.
- 1.10. **Current valuation of the investment** - is the current market value of the cryptocurrency TRX purchased for the initial investment amount, less transaction fees.
- 1.13. **Carried Interest** - the Company's commission of 30% is withheld from each dividend paid to the Investor.
- 1.14. **Indexation Day** - a day determined by the Investment Recipient on which the Investment Recipient undertakes to pay the profit from the project in the Investor's Personal Account.
- 1.15. **The US dollar** - the currency used for financial reporting, calculation if the profit from the project, investment accounting, as well as calculation of the Investor's income.
- 1.16. **Sites** - means the websites <https://regolith.com> (and mirrors: <https://regolith.com/domains>) and mobile app owned by the Company and/or its affiliates.
- 1.17. **Market Risk** – the risk of changes in the value of TRX cryptocurrency, which is entirely borne by the Investor. The Company does not compensate for losses related to the decrease in the value of TRX.

2. Agreement scope

- 2.1. The Parties undertake by their combined efforts to provide the implementation of the Investment project (hereafter - Project), where the Investor provides financing of the Investment Recipient by means of giving the Investment and the Investment Recipient undertakes to provide using the transferred Investment for the Project and additional activities connected with achieving the goals of the project financing.

2.2. After providing the Investment in accordance with the conditions of the present Agreement, the Recipient undertakes to provide capital and Investment management services, Investment portfolio at its own discretion in the interests of the Investor. Transactions for the clients will be executed through brokers selected by the Investment Recipient.

The Investment Recipient will seek to obtain the best execution for the client, taking into account the following factors:

- the ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any);
- the operational efficiency with which transactions are effected and the efficiency of error resolution;
- taking into account the size of order and difficulty of execution;
- the financial strength, integrity and stability of the broker;
- special execution capabilities; clearance; settlement; reputation; online pricing;
- block trading and block positioning capabilities;
- willingness to execute related or unrelated difficult transactions in the future;
- on-line access to computerized data regarding clients' accounts;
- performance measurement data;
- the quality, comprehensiveness and frequency of available research and related services considered to be of value;
- the competitiveness of commission rates in comparison with other.

2.3. The sum of the Investment provided by the Investor under the Agreement are stated in the Schedules to the present Agreement which constitute an integral part of the present Investment Agreement.

2.4. The Investment activity result is achieved by implementing the Project or by the decision of the Recipient of the Investment. The information on the current ideas of the Project monetization, steps of the Project implementation as well as the current changes in the Project is given in the Personal account of the investor. The changes in the Personal account as well as new documentation on the Project implementation placed in this section constitutes a part of the Project itself.

2.5. The Investor undertakes to provide financing in accordance with the Agreement conditions and the Recipient undertakes to conduct the Investment activity and achieve the Investment Activity Result for which the Investment is provided.

3. Term of Agreement

3.1. The Agreement comes into force from the moment of the Agreement Acceptance and shall continue until the fulfillment of the obligations by the Parties.

3.2. The Agreement Acceptance is taking by the Investor of all of the following actions: - Expressing consent with all Agreement conditions by means of checking the box of the corresponding item in the Personal account. Transferring the Investment to the Recipient account in accordance with the procedure stipulated in clause of the Agreement.

3.3. The Agreement Acceptance entails entering of the Investor and the Investment Recipient into the Agreement under the present Agreement conditions.

3.4. The Investor acknowledges that any consent confirmed technically by undergoing the procedures stated at <https://regolith.com> (and mirrors: <https://regolith.com/domains>) is considered to be contracted and doesn't require any additional or other documentary proof from the Investor.

4. Procedure of Settlement

4.1. The Company converts invested funds into TRX cryptocurrency for staking purposes. The value of the cryptocurrency is not fixed.

4.2. Dividends received from Staking are distributed among Investors weekly on the Indexation Day.

4.3. The Company withholds Carried Interest in the amount of 30% of each Dividend accrued to the Investor.

4.4. The Investor has the right to request an exit from the product at any time. The withdrawal process is carried out as follows:

- Upon the Investor's request, the Company will initiate a steak withdrawal process, which triggers a 15-day unfreezing period during which the TRX cryptocurrency is unlocked on the blockchain network.
- Upon completion of the 15-day unfreeze period, the Company sells the TRX cryptocurrency on an exchange at the current market rate.

- The funds from the sale are then credited to the Investor in his/her Personal Account on the next Indexation Day. The Company is not responsible for market fluctuations or changes in the value of TRX during the exit process.

5. The Procedure of Implementing Investment Activity

5.1. Investment activity implementation is carried out by the Investment Recipient using its own resources and/or third-party contractors, whilst choosing the engaged (third) parties (providers, contractors, etc) is performed by the Recipient in its sole discretion.

5.2. The Investment Recipient can contract scientific, legal, financial and other organizations if it's required for achieving the Result of the Investment Activity.

5.3. The Investment Recipient accepts full discretionary authority to manage an Investment portfolio on behalf of the Investor. The Investor grant full trading discretion through this Agreement or applicable governing documents. The Investor allows to the Investment Recipient to determine asset selection, pricing and timing of purchases and sales of individual securities without prior approval from the Investor. This includes the authority to direct the Investment and reinvestment of any and all assets in client accounts in any type of security or any type of program as deemed to be appropriate by Company and not prohibited under the Investment Policy to achieve the stated goals of the Investor. This also includes the authority to vote Investor proxies pursuant to the terms described below. In some cases, Investor have the option to decide which Investment instruments are purchased into their portfolios.

6. Liability of the Parties and Warranties

6.1. The Investment Recipient undertakes to:

6.1.1. Provide Project financing in accordance with the goals of the Project and conditions of the Agreement.

6.1.2. Use the delivered Investment for achieving the goals while doing organizational, marketing, advertising promotions necessary for implementing the Project and achieving the Results of the Investment Activity.

6.1.3. Use funds for implementing the project and transfer funds serving the interests of the project with the deduction of the organizational and advertising expenses.

6.1.4. Incur expenses for the Project updates and other documentation (in case implementing these is necessary) and incur expenses for managing the process of the Investment activity by means of the accepted Investment funds.

6.1.5. Inform the Investor about the progress of the Project implementation and about the Project financing stages in the Investor's personal account.

6.1.6. Provide access to the Personal Account for the Investor within the scope of the present Agreement.

6.1.7. Maintain accounting of the Shares, other funds and assets of the Investor in the Personal account (virtual account) by means of showing the data.

6.1.8. Upon the company decision in order to make the investor participation in the project the most profitable and to guard the interests of the investor, the Investment Recipient carries the right to convert (change) the given to the investor shares to other assets proving the right of the investor to get profit from the company Investment activity.

6.2. The Investor undertakes to:

6.2.1. Make Investments under the Agreement to the extent and on the terms and conditions stipulated by the provisions of the present Agreement.

6.2.2. Fulfill other obligations stipulated in the Agreement in a proper manner.

6.2.3. Adhere to the provisions stated in the personal account and follow the additions and amendments in the provisions and offers of the personal account.

6.3. The Investment Recipient is entitled to:

6.3.1. Demand from the Investor to fulfill the obligations under the Agreement.

6.3.2. Determine in compliance with the Agreement and Project the scope and precise directions of applying the Investment required for achieving the Result of the Investment Activity.

6.3.3. Exercise other rights granted by the Agreement.

6.3.4. The Investor is not entitled to partially and/or fully assign their contractual rights to any third party, including giving the Personal account login and password to any third party, without the prior written consent of the Company.

6.4. The Parties are liable for breaching or improper performance of their contractual obligations under the Agreement.

6.5. The Investor liability and warranties:

6.5.1. The Investor warrants timely execution of its obligations under the Agreement.

6.5.2. The Investor warrants that it's not a resident of a limited financing country. The Investor is aware of the list of limited financing country. In case of non-compliance with this clause, the investor shall be obliged to incur all costs caused by this breach and its effects.

6.5.3. In case the Investment transfer due date under the Agreement is breached, the Investment Recipient is entitled to increase the time of performing its obligations in proportion to the delay of the Investor in performing its obligations.

6.6. The Investment Recipient liability and warranties:

6.6.1. The Investment Recipient warrants timely execution of its obligations under the Agreement.

6.7. Under the Agreement the Investor can't spread unreliable information damaging the Company goodwill. Spreading information damaging the goodwill is construed as communicating it to people by transmitting in mass media, informing by means of radio, in public speaking, Internet publishing, chats and messengers as well as any other information disclosure to a third party or general public.

6.8. The Investor acknowledges that he has read the Risk warning, posted on the official website of the company, prior to entering and agreeing to the obligations under this Agreement.

8. Grounds and Procedure of Agreement Termination

8.1. The Agreement can be terminated, including through the Personal account, by mutual consent of the Parties and on a unilateral basis upon the written request of one of the Parties on the grounds stipulated.

8.2. The Investment Recipient is entitled to make amendments to the Agreement on a unilateral basis for achieving the stated Investment goals.

8.3. The Investment Recipient may terminate the Agreement unilaterally if:

8.3.1. The Investor breaches the financing conditions under the Agreement.

8.3.2. The Investor breaches the provision stated in clause 6.2 of the present Agreement.

8.4. The Investor may unilaterally terminate the Agreement by giving at least 14 working days written notice of such intention.

8.4.1. In case of a unilateral Agreement termination by the Investor as well as if the Parties mutually agree upon it, the Company offers the purchased by the investor Shares and/or other assets for sale. The company transfers the funds obtained from selling the shares to the client using the details provided by the client by deducting the costs incurring from doing marketing, organizational, advertising promotions required for achieving the Result of the Investment Activity and implementing the Project.

8.5. The Company is not responsible for early fixing of the share of Investment and its evaluation when demanding the partial return of the share of Investment by the initiative of the Investor.

8.6. The Company shall not be liable if the expressed result of the Investment is not achieved, if the Company could not have influenced such achievement. The Company shall not be liable if the expressed Investment result is negative.

8.7. Within 5 working days after termination of the Agreement, the Company fixes the position of the Investment and returns the funds to the Investor minus the compensation, if any. In case of impossibility to sell the asset within 5 working days, its sale is carried out at the first opportunity with the subsequent transfer of money to the Investor.

8.7.1. The Company is not responsible for early fixing of the Investment and its evaluation at the termination of the Agreement on the initiative of the Investor.

9. Dispute Settlement

9.1. The Parties agree that any disputes, conflicts or requirements arising from the Agreement relating to it or its breaching, terminating or invalidity will be settled by means of negotiations.

9.2. In case the disputes and disAgreements can't be settled by the Parties within 30 (thirty) calendar days by means of negotiations, such disputes and disAgreements will be settled in the court of Britain.

10. Force Majeure

10.1. The Parties shall not be held liable for complete or partial failure to comply with their obligations under the Agreement in case such failure is a result of acts of God, namely: a fire, flood, earthquake, strike, war, actions of governmental authorities or other events beyond the control of the Parties.

10.2. The Party that fails to comply with its obligations under the Agreement shall as soon as reasonably possible but not later than 30 (Thirty) calendar days after the event of force majeure send a written notification to the other Party providing the supporting documents issued by the competent authorities.

11. Miscellaneous

11.1. The Parties have no accompanying verbal Agreements. The content of the Agreement text is in exact accordance with the real declaration of will of the Parties.

11.2. All correspondence on the Agreement subject matter preceding entering into the Agreement is made void from the day of entering into the Agreement.

11.3. The Parties acknowledge that if any of the Agreement provisions is made void during the term of the Agreement due to legislative changes, other Agreement provisions are legally binding for the Parties throughout the term hereof.

11.4. Each Party is exclusively responsible for the relevant obligations on paying all taxes and other mandatory payments relating to entrance into and performance of the Agreement.

11.5. This Agreement and other documents related to the Agreement may be executed in any number of counterparts (including by means of facsimile and electronic mail (including portable document format (pdf) or any electronic signature, e.g., www.Signnow.com)), each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement and other documents related to the Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The words “execution,” “signed”, “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, “pdf”, “tif” or “jpg”) and other electronic signatures (including, Signnow, PandaDoc and AdobeSign). The use of electronic signatures and electronic records (including, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law. Minor variations in the form of the signature page shall be disregarded in determining the Party’s intent or the effectiveness of such signature.

12. Addresses, Signatures and Details of the Parties

COMPANY

Regolith LLC

Registration number: 3009LLC2023

Registered: 11.04.2023

Address: Richmond Hill Road, Kingstown, St. Vincent and the Grenadines

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