

TERMS AND CONDITIONS

Please read the following terms and conditions carefully. By accessing the platform, website, or utilising any of the services provided herein, including Token purchases, the User agrees to be bound by these Terms, as well as all incorporated terms by reference.

When purchasing Tokens or any related products or services, accessing the website, creating or registering an account, using any platform, downloading content, or obtaining information, the User acknowledges that such actions are undertaken with full consent and a comprehensive understanding of these Terms. If the User does not agree to any provision within these Terms, he/she is advised not to proceed with Token purchases, account creation, or any further usage of this Platform in any manner whatsoever. Any continued use of the Platform shall be considered deemed consent and agreement with the terms set out herein.

These terms and conditions (referred to as "**Agreement**" or "**Terms**") constitute a contractual agreement between you (the "**User**") and [Newco] I (the "**Company**,") (Collectively the User and the Company shall be referred to as the "**Parties**", and each a "**Party**"). The Terms apply to the User's utilisation of the Company's website, platform where specific products or tokens are offered as described in this Agreement.

The Company retains the right to periodically update these Terms at its sole discretion and will publish the revised terms on the website. It is the User's responsibility to regularly review the Terms and ensure agreement with them. The User is encouraged to visit the website frequently to stay informed about any modifications made. If the User no longer agrees with the amended Terms or is restricted or prohibited by applicable laws and regulations from purchasing the Company's Tokens, they must discontinue the use of this website.

Tokens are not intended to constitute securities or units in a collective investment scheme or a business trust. Accordingly, this Agreement therefore, does not, and is not intended to, constitute a prospectus, profile statement, or offer document of any sort, and should not be construed as an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment, or a solicitation for any form of investment in any jurisdiction. Neither the Company nor any group entity is a registered broker, analyst, registered financial services provider or investment advisor. All information or documentation provided by the Company, or any group entity is purely for guidance and informational purposes. This Agreement and all information relating to this Agreement should be independently verified and confirmed. Neither the Company nor any group entity accepts any liability for any loss or damage whatsoever caused in reliance upon such information or services.

Only persons of adequate financial means who have no need for present liquidity should consider purchasing the Tokens set forth in this Agreement. The purchase of digital Tokens is subject to a number of

risks, some of which the Company has set out in this Agreement. If the User is in any doubt as to the suitability or otherwise of purchasing the Tokens referred to in this Agreement, the User should seek appropriate professional advice. Note that clause 17 contains a binding arbitration clause which affects the User's legal rights. If the User does not agree to any clause in this Agreement or these Terms of sale, the User is directed and encouraged to not purchase Tokens.

PREAMBLE

1. The Company intends to facilitate the sale of the Tokens, (the purpose and intended use of which are more particularly described herein and in the Token Documentation (as defined herein below), which documentation is available at [to be inserted] or such other website as the Company may notify the User from time to time (the "**Website**").
2. The User is desirous of purchasing Tokens and understands that should he/she do so it will be on the Terms set out herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Unless the context requires otherwise, in addition to the terms defined in the preamble or body of this Agreement, the following terms shall have the ascribed meanings in this Agreement:
 - 1.1.1. **Additional Capital Raise** means, any further capital required for the Project and required to be provided by the Company;
 - 1.1.2. **Affiliate** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person;
 - 1.1.3. **"BNB"** means Binance Coin is the cryptocurrency issued by the Binance exchange and trades with the "BNB" symbol;
 - 1.1.4. **"BTC"** means Bitcoin, being one of the decentralized digital currencies;
 - 1.1.5. **Capital Raise** means the initial capital sought for the Project being the sum of the Total Capital Raise Amount;
 - 1.1.6. **Capital Raise Period** means the period between the Offer Date to the earlier of

the Capital Trigger Date or the Long Stop Date, as the case may be;

1.1.7.

1.1.8. **Capital Raise Tranche 1** means, an amount equal to ZAR14,500,000.00 (Fourteen Million Five Hundred Thousand Rand) or such lesser amount as the PTD1 Partnership may determine in its sole discretion, being the first tranche of Total Capital Raise amount;

1.1.9. **Capital Raise Tranche 2** means, an amount equal to ZAR30 00,000.00 (Thirty Million Rand) or such lesser amount as the PTD1 Partnership may determine in its sole discretion, being the second tranche of total Capital Raise amount;

1.1.10. **Capital Raise Tranche 3** means, an amount equal to ZAR20,000,000.00 (Twenty Million Five Rand) or such lesser amount as the PTD1 Partnership may determine in its sole discretion, being the third tranche of total Capital Raise amount;

1.1.11. **Capital Raise Tranche 4** means, an amount equal to ZAR15,500,000.00 (Fifteen Million Five Hundred Thousand Rand) or such lesser amount as the PTD1 Partnership may determine in its sole discretion, being the fourth tranche of total Capital Raise amount;

1.1.12. **Capital Raise Tranche 1 Period** means, the period between the Offer Date to the earlier of the Capital Trigger Tranche 1 Date or the Long Stop Date, as the case may be;

1.1.13. **Capital Trigger Date** means, either Capital Trigger Tranche 1 Date, Capital Trigger Tranche 2 Date, Capital Trigger Tranche 3 Date or Capital Trigger Tranche 4 Date as determined by the context;

1.1.14. **Capital Trigger Tranche 1 Date** means, the date on which the Company reaches the Capital Raise Tranche 1 for this Investment;

1.1.15. **Capital Trigger Tranche 2 Date** means the date on which the Company reaches the Capital Raise Tranche 2 for this Investment;

1.1.16. **Capital Trigger Tranche 3 Date** means, the date on which the Company reaches the Capital Raise Tranche 3 for this Investment;

- 1.1.17. **Capital Trigger Tranche 4 Date** means, the date on which the Company reaches the Capital Raise Tranche 4 for this Investment
- 1.1.18. **Company** means LIBEXPTD1 (Pty) Ltd a company duly registered in South Africa with registration number 2023 / 170885 / 07;
- 1.1.19. **Company Token** means the first Token which is to be issued by the PTD1 Partnership, which shall be held by the Company, and which Token shall be the very last Token that is redeemed in accordance with the provisions of the PTD1 Partnership Agreement;
- 1.1.20. **Company's Nominated Bank Account** means Account Holder [●]. or such account is notified to the User by the Company, by the Company updating this Agreement with such details;
- 1.1.21. **Completion Date** means,
- 1.1.21.1. in the event that the Capital Raise Tranche 1 is not achieved by the Long Stop Date, the date upon which all Investment Tokens are converted in terms of clause 2.8.2;
- 1.1.21.2. in the event that the Capital Trigger Date has occurred the date upon which all of the Investment Tokens have been redeemed and all Redemption Proceeds due in respect of such Investments Tokens have been duly paid to the Users in accordance with the terms of this Agreement and the Token Documentation and no claims have been lodged against the amounts paid in accordance with clause 10.2;
- 1.1.22. **Compulsory Redemption Price** means, the lesser of the Purchase Price and the Liquidation Redemption Price;
- 1.1.23. **Confidential Information** means all non-public information or material disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a **third** party or any other source, concerning any aspect of the business or affairs of the other party or its Affiliates, including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, sales,

marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods, relationships with third parties and personal information. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information;

- 1.1.24. **Control** means, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “**Controlled**” and “**Controlling**” have meanings correlative thereto;
- 1.1.25. “**ETH**” means the Ether Coin, being the native cryptocurrency of the Ethereum decentralized blockchain;
- 1.1.26. **Fees** means the fees charged by the Company or the PTD1 Partnership and other fees anticipated to be charged as more fully detailed in clause 7;
- 1.1.27. **Fiat** means fiat money that is a government-issued currency that is not backed by a commodity such as gold or silver but is rather backed by the Government that issues it;
- 1.1.28. **Financial Year End** means 30 June each year, the date of which may be amended or varied by the Company from time to time;
- 1.1.29. **Group Entity** means the Company, the PTD1 Partnership and its Affiliates;
- 1.1.30. **Intellectual Property** means all ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), art, rights in designs, systems, services, website design, "look and feel", compilation, functionality, audio, video, text, photograph, graphics, all elements of the Website, and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or

unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including without limitation the right to issue or be issued with native fungible tokens (including without limitation any cryptocurrency, decentralized application tokens, protocol tokens, blockchain-based assets or other cryptofinance coins, tokens or similar digital assets built on blockchain or cryptographic technology or other like instrument, but excluding non-fungible tokens of any type) utilised within the "Libex" or other platform software, including any ancillary works, rights in inventions, copyright and related rights, product information, know-how, processes, products, services, technology, trade secrets, rights in proprietary information, industrial property rights, rights in getup, goodwill and the right to sue for passing off or unfair competition, development work-in-progress, methodology, algorithms, formulas, computer code, code documentation, design information strictly connected with the right to issue fungible tokens, and in each case;

- 1.1.31. **Investment** means the purchase of the Tokens by the Users for the purpose of investing in the acquisition of a partnership interest in the PTD1 Partnership, which partnership is to acquire the interest in the Project;
- 1.1.32. **Investment Token** means the cryptographically secured token issued on the relevant blockchain network which can be utilised within the Libex Platform only, or its successor from time to time and which relates solely to this Investment;
- 1.1.33. **Investment Token Holder** means an entity, individual or address or Person that purchases an Investment Token on the Libex Platform or otherwise;
- 1.1.34. **Libex** means LBX Chain (Pty) Ltd a company duly registered in South Africa with registration number 2022/671116/07];
- 1.1.35. **Libex Documentation** shall have the meaning ascribed to it in Clause 4.3;
- 1.1.36. **Libex Platform** means decentralised or centralised digital asset exchange (provided, this does not constitute any representation or undertaking that the Tokens shall actually be listed for trading on any such exchange or platform and the Tokens shall be limited to the uses and limitations set out herein);
- 1.1.37. **Libex Token** means the cryptographically secured stablecoin issued on the relevant blockchain network which can be utilised within the Libex Platform only,

or its successor from time to time;

- 1.1.38. **Libex Token Holder** means an entity, individual or address or Person that purchases a Libex Token on the Libex Platform;
- 1.1.39. **Liquidation Event** means an event whereby the PTD1 Partnership commits an act, which if the Partnership were a natural person, would be an act of insolvency as contemplated in terms of section 8 of the Insolvency Act of 1936, as amended;
- 1.1.40. **Voluntary Redemption Price** means the amount which would otherwise be available for distribution to the Partners on a sequestration, divided by the number of Investment Tokens in issue in order to calculate the price per Investment Token;
- 1.1.41. **Long Stop Date** means 3 (Three) months after the Offer Date (or such longer period that the Company may in its sole discretion direct);
- 1.1.42. **Matic** means Polygon's native cryptocurrency token;
- 1.1.43. **Non-Cooperative Jurisdiction** means any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organisation, See <http://www.fatf-gafi.org> for FATF's list of non-cooperative countries and territories, as updated from time to time.
- 1.1.44. **OFAC** means the United States Office of Foreign Assets Control. The list of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website namely <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>, and as updated from time to time;
- 1.1.45. **Offer Date** means the date that the Investment Token becomes available as a Token to invest in, in relation to the Investment, on the Libex Platform;
- 1.1.46. **Participation Ratio** shall have the meaning ascribed to it in the PTD1 Partnership Agreement;
- 1.1.47. **PTD1 Partnership** means the Plastic to Diesel *En Commandite* Partnership entered into between the general partner thereof and the limited partners which shall be constituted by the Investment Token Holders;

- 1.1.48. **PTD1 Partnership Agreement** means the PTD1 *En Commandite* Partnership Agreement entered into between the general partner thereof and the limited partners;
- 1.1.49. **PTD1 Shareholders Agreement** means the shareholders agreement governing the relationship between the shareholders of the private limited company which will hold the Investment;
- 1.1.50. **Person** shall mean and include an individual, a partnership, a legal entity, a corporation (including a business trust), a joint stock company, a company, an unincorporated association, a joint venture or other entity or a governmental authority;
- 1.1.51. **Prohibited Person** means a person that is: (i) a citizen or resident of a geographic area in which holding cryptographic tokens, trading tokens, or participating in token sales, whether as a purchaser or a Company, is prohibited, restricted or unauthorised by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes; (iii) an individual, or an individual employed by or associated with an entity, that is identified on any sanctions or prohibition list maintained by any country or government or international authority, including without limitation lists maintained by the Cyprus Securities and Exchange Commission, the British Virgin Islands Financial Services Commission, OFAC, the EU, the US Department of State, the United Nations Security Council, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore, the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the U.S. Department of State's Debarred Parties List or the sanctions lists adopted by the United Nations and the European Union, as such lists may be amended from time to time; or (iv) a person who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure;
- 1.1.52. **Project** means the project comprising of the plant situated on the Immovable Property, which converts waste plastic into diesel, Naphtha, and heavy fuel oil through the use of pyrolysis processing machinery;
- 1.1.53. **Purchase Price** shall be ZAR10.00 (Ten Rands) Per Token;

- 1.1.54. **Purpose** shall have the meaning ascribed to it in Clause 9.3;
- 1.1.55. **Redemption Date** means a date falling 20 years from the Commencement Date, as defined in the PTD1 Partnership Agreement, which is anticipated to be 20 years from the Capital Trigger Date;
- 1.1.56. **Redemption Date Price** means an amount equal to R1 per Investment Token;
- 1.1.57. **Redemption Notice** means a notice filed by the User on the PTD1 Partnership specifying the full details of the User, the User's Wallet and the number of Tokens which the User wishes to redeem;
- 1.1.58. **Redemption Proceeds** means either the Redemption Date Price, the Redemption Price or the Voluntary Redemption Price or Compulsory Redemption Price, as determined by the context;
- 1.1.59. **Redemption Price** means an amount equal to the Purchase Price;;
- 1.1.60. **Restricted Territory** shall have the meaning ascribed to it in Clause 11.1.10;
- 1.1.61. **RoI** means return on investment, being an amount of up to 30% (thirty percent) of the value of each Token per annum or such other amount as determined by the PTD Partnership as contemplated herein below;
- 1.1.62. **Nominated Wallet** means the digital wallet address nominated by the User during the User registration on the Libex Platform;
- 1.1.63. **Token** means either the Libex Token and/or the Investment Token, as the case may be;
- 1.1.64. **Token Holders** means either the Libex Token Holders and/or the Investment Token Holders (as the case may be);
- 1.1.65. **Token Documentation** means these Terms, the whitepaper, presentation deck or other documentation relating thereto, the PTD1 Partnership, and any other agreements which govern the Investment contemplated herein or any other agreement which the Company may direct from time to time are to be regarded as Token Documentation;
- 1.1.66. **"Total Capital Raise Amount"** means ZAR 80,000,000.00 (Eighty Million Rand);

1.1.67. **“Tranche”** means any of Tranche 1, Tranche 2, Tranche 3 or Tranche 4 as referenced in the definitions contained in clauses 1.1.7 to 1.1.10 and **“Tranches”** shall mean a reference to two or more of them as determined by the context;

1.1.68. **USD** means the lawful currency for the time being of The United States of America;

and

1.1.69. **ZAR** means the lawful currency for the time being of the Republic of South Africa;

1.2. In addition, in this Agreement:

1.2.1. a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former state, statutory provision or subordinate legislation which it amends or re-enacts;

1.2.2. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

1.2.3. unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular;

1.2.4. clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;

1.2.5. references to clauses and Schedules are to the clauses of and Schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;

1.2.6. the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;

1.2.7. a reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated in accordance with its terms from time to time;

1.2.8. thousands are separated by commas (,), while decimals are denoted by a dot (.);

and

- 1.2.9. unless the context otherwise requires, “or” has the inclusive meaning of “and/or”. (Including any sub-domains) as may be notified by the Company to the User from time to time.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. **TERMS OF TOKEN SALE**

- 2.1. This Agreement constitutes a binding legal agreement between the User and the Company. This Agreement contains the terms that govern the User's purchase of the Tokens from the PTD1 Partnership as well as certain terms of any smart contracts (if any) related to the distribution of the Investment Tokens.
- 2.2. The User's purchase of the Tokens from the PTD1 Partnership is subject to these terms of sale.
- 2.3. The initial total maximum supply of the Investment Tokens shall be 8,000,000 (Eight Million) Tokens, which token supply may vary due to various factors, including but not limited to the need for further funding for the Project.
- 2.4. The Company shall be the holder of the Company Token.
- 2.5. The Purchase Price for the Libex Token may be payable in BTC, ETH, MATIC, BNB or any other cryptocurrency that the Libex Platform may adopt or Fiat currency, at the spot rate of exchange at the time of payment, as it may be determined by the Company and notified to the User.
- 2.6. The Parties agree that the User shall pay the agreed Purchase Price to the Company's designated wallet address for the relevant Libex Token, alternatively it may be paid in Fiat into the Company's Nominated Bank Account. The Purchase Price must be received in the designated wallet for it to constitute a purchase of a Token by the relevant User hereunder.
- 2.7. Save as otherwise separately notified to the User, the designated wallet address for payment of the Purchase Price shall be set out below. It is expressly agreed that the Company may direct the User to make payment of the Purchase Price to a wallet address belonging to any Group Entity.

- 2.8. The User is aware that cyberthieves and other malefactors may mimic companies such as the Company and provide the User with wire transfer or wallet information that is falsified and is designed to pay said malefactors instead of the Company. Accordingly, prior to making any payment of the Purchase Price to the Company, the User shall be required to confirm by e-mail the amount of the Purchase Price and the location to which the Purchase Price shall be sent. The Company shall have no liability if the User sends the Purchase Price or any portion thereof to the wrong wallet address.
- 2.9. The Tokens purchased in terms of this Agreement shall be issued subject to the following terms:
- 2.9.1. In the event that the User elects to invest in the Investment, the User shall purchase the Investment Tokens (utilizing Libex Tokens or Fiat currency) which shall remain in the wallet of the User for the duration of Capital Tranche 1 Raise Period (subject to the provisions of clause 11) pending release in terms of clause 2.9.2 below, alternatively conversion in accordance with clause 2.9.3 below.
- 2.9.2. If the Company does not reach the Capital Raise by the Long Stop Date, the Investment Tokens shall be converted automatically to Libex Tokens, and the User shall be entitled to elect to (i) invest the Libex Tokens elsewhere on the Libex Platform, (ii) retain the Libex Tokens in the Users wallet, alternatively, they can convert the Libex Tokens into BTC, ETH, MATIC, BNB, or any other cryptocurrency that the Libex Platform may adopt alternatively to withdraw the Libex Tokens and convert them into Fiat which shall be paid into the User's Fiat bank account.
- 2.9.3. In the event that the Company does reach the Capital Raise Tranch 1 prior to or on the Long Stop Date, on the Capital Trigger Date, the capital raised by the sale of the Investment Tokens shall be transferred by Libex to the PTD1 Partnership as payment for the Investment Tokens.
- 2.9.4. Upon payment of the monies from Libex to the PTD1 Partnership, each User shall automatically and without further ado or any further actions required become a limited partner in the PTD1 Partnership. The User shall by purchasing the Investment Token and by the subsequent payment of the Purchase Price by Libex to the PTD1 Partnership as contemplated herein, be bound by and undertakes to adhere to the terms and conditions contained in the PTD1 Partnership Agreement. The extent of the interest in the PTD1 Partnership which is awarded to each User shall be dependent on the number of Investment

Tokens that each User has been issued and measured against the amount of the Total Capital Raise disbursed by the Company to the PTD1 Partnership at that time. . In this regard, each Investment Token and the Company Token shall entitle the User to an economic interest in the PTD1 Partnership equal to the number of Investment Tokens plus the Company Token issued at that time divided by the amount of the Total Capital Raise paid to the PTD1 Partnership. For each additional Tranche and payment made by the Company to the PTD1 Partnership, the same principle shall apply and the interest shall be recalculated accordingly.

- 2.9.5. As and when a further Tranche is raised and such additional capital is paid to the PTD1 Partnership, the PTD1 Partnership shall cause a further issuance of Investment Tokens. Upon the purchase of the Investment Tokens, and payment by the Company to the PTD1 Partnership, the new Partners shall be admitted automatically, and the Partners Participation Ratio shall be adjusted accordingly.

- 2.9.6. Following the Capital Trigger Date, the Investment Token shall remain in the User's Nominated Wallet and it shall be capable of being traded. The Investment Token shall however not be redeemable until the Redemption Date or otherwise in accordance with clause 10 below.

- 2.9.7. No User shall be entitled to create any pledge, lien, security interest, encumbrance or equitable interest over or in respect of the Investment Token or the Libex Token.

- 2.9.8. Following the Capital Trigger Tranche 1 Date, the Company shall engage in the raise of Capital Raise Tranche2, which Capital Trigger Tranche 2 Date shall be no more than three months following the Capital Trigger Tranche 1 Date. Thereafter and following the Capital Trigger Tranche 2 Date, the Company shall commence the Capital Raise Tranche 3 which Capital Trigger Tranche 3 Date shall be no more than three months following the Capital Trigger Tranche 2 Date. Finally, and following the Capital Trigger Tranche 3 Date, the Company shall commence the Capital Raise Tranche 4 which shall have a Capital Trigger Tranche 4 Date which shall be no more than five months following the Capital Trigger Tranche 4Date.

- 2.9.9. The provisions of this clause 2.9 shall apply *mutatis mutandis* to each Tranche.

2.10. The Company and each Group Entity expressly reserves the right to exchange, fork, hard spoon, otherwise migrate all the Tokens generated (the “**Initial Tokens**”) to another smart contract, whether on the same or a different blockchain network protocol, or otherwise replace the Initial Tokens with another digital token (the “**Alternate Tokens**”) should a competent governing body or Libex determine, that doing so is necessary or useful for the operation of Libex or any of its associated businesses, legal compliance reasons or for the purposes of achieving technical and operational efficiencies. Should the Company or any Group Entity decide to exchange or migrate the Initial Tokens and/or the existing chain state, the Company may no longer provide support for the Initial Tokens relating to Libex, the services or any other operational matters, except with respect to the exchange, migration or replacement process. If the Token is exchanged or migrated to another blockchain network protocol, the practical utility of the Initial Tokens will likely diminish rapidly once Alternate Tokens are created. The User acknowledges and agrees that for it to participate in Libex or obtain future utility from the Token following the creation of Alternate Tokens, certain actions and efforts may be required from it in order for it to receive Alternate Tokens. Where the User has fully complied with all actions and efforts reasonably required by the Company and/or any Group Entity including Libex to be eligible to receive Alternate Tokens, the User shall be entitled to receive such number of Alternate Tokens equal to the number of Initial Tokens held at such time, on substantially the same terms and conditions as those contained herein. Notwithstanding the foregoing, the Alternative Tokens shall entitle the User to the same rights it shall just have been migrated or exchanged to another form or blockchain network.

3. **NATURE OF THE LIBEX TOKEN AND THE INVESTMENT TOKEN**

3.1. Ownership of the Libex Token carries no rights, express or implied, other than the right to use the Libex Token as a means to enable usage of and interaction within the Libex Platform, if successfully completed and deployed. In particular, the User understands and accepts that the Libex Token does not represent or confer any ownership or control right or stake, share, equity or security or equivalent rights, or any right to receive future revenue, dividends, shares, Intellectual Property rights or any other form of participation or governance in or relating to the Company, other than the right to use the Libex Token as a means to enable usage of and interaction within the Libex Platform as described herein subject to limitations and conditions in this Agreement. The Libex Token is a representation of value of the ZAR equivalent of a certain amount and cannot be traded or used anywhere other than on the Libex Platform. For the full terms and conditions applicable to the Libex Token see: <https://quota.libex.ai>.

- 3.2. The Investment Token entitles the User to an economic interest in the PTD1 Partnership in accordance with the User's Participation Ratio as set out in the PTD1 Partnership Agreement. Upon a redemption or sale of the Investment Token the User shall automatically lose their interest in the PTD1 Partnership.
- 3.3. The User warrants that it understands and accepts that the Tokens or any one of them:
 - 3.3.1. is not a loan to any Group Entity;
 - 3.3.2. is not backed up or guaranteed in any way by Libex or any Group Entity;
 - 3.3.3. does not provide the User with any ownership or other interest in the Investment, other than as expressly provided for in the PTD1 Partnership Agreement;
 - 3.3.4. is not intended to be a currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment or a representation thereof;
 - 3.3.5. is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
 - 3.3.6. is not a commodity or asset that any Person is obliged to redeem (other than as provided herein) or purchase;
 - 3.3.7. is not any note, debenture, deposit warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any Person (other than as expressly provided for herein);
 - 3.3.8. is not intended to be a security, commodity, financial derivative, commercial paper or negotiable instrument, or any other kind of financial instrument between the relevant holder and any other Person, nor is there any guarantee of a profit; and
 - 3.3.9. is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.
- 3.4. Protections offered by applicable laws in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of Tokens and neither this Agreement nor the Token Documentation constitute

a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.

- 3.5. The Tokens are not a consumer product and to the maximum extent permitted by law, its holders accept explicitly and agree that they are not covered by the consumer protection regulation of any jurisdiction.
- 3.6. The Tokens are not a deposit and shall in no way be construed as a deposit. Libex does not conduct any business of a bank and is not engaged in any banking activities. The Company's operations do not encompass the functions or services typically associated with traditional banking institutions. It does not undertake activities such as accepting deposits, providing loans, offering financial intermediation, or engaging in regulatory activities that are characteristic of banks. Nothing in this Agreement shall imply or be construed as Libex conducting a business of a bank or engaging in any banking activities.

4. **SCOPE OF TERMS**

- 4.1. Unless otherwise stated herein, this Agreement (which for the avoidance of doubt includes the Schedules hereto) governs only the User's purchase of Tokens and the continued holding thereof.
- 4.2. The User acknowledges that the Token Documentation may be updated by the Company from time to time (including without limitation of changes to the token metrics or issuance/supply plans) depending on business requirements, and once published on the Website, the User shall be deemed to have read and accepted the contents of the updated Token Documentation.
- 4.3. Any potential future use of the Libex Platform in connection with providing or receiving services in relation to the Tokens (when the same is successfully completed and deployed) will be governed solely by other documentation (collectively, the Libex Documentation, which will be made available upon request, and/or on the Website, if the Capital Raise is successfully completed. The Company may add new terms or policies to the Libex Documentation at its sole and absolute discretion and may update each of the Libex Documentation from time to time according to modification procedures set forth therein. In the event of any conflict between this Agreement and the Libex Documentation, Libex Documentation shall take precedence. It shall be the User's responsibility to regularly check the Website for any such notices or updates to the Libex Documentation.
- 4.4. The User understands and agrees that the Company is under no obligation to amend and restate this Agreement in connection with any subsequent agreements granted by the

Company on different/alternative terms or to notify the User of any different/alternative terms, including any that may be more favorable for certain investors in the Investment.

- 4.5. If it is found for any reason whatsoever these Terms are not capable of unilateral amendment, then such Terms as originally agreed shall be binding on the Parties and the purported updates shall not be binding on the Parties, but it shall not invalidate the terms hereof.

5. **CANCELLATION; REFUSAL OF PURCHASE REQUESTS**

- 5.1. By purchasing the Tokens and utilising the Libex Platform, the User acknowledges that it has, through its business contacts, actively sought out and made enquiries regarding the sale and purchase of the Tokens.
- 5.2. The User's purchase of the Tokens (if accepted by the relevant Group Entity) from the Group Entity is final, and the User has no right to refunds or cancellations, except as may be required by applicable laws or regulations or as provided herein; and the User waives any rights to be refunded any amounts which it has paid to the Company in exchange for the Token or to cancel any purchase.
- 5.3. Notwithstanding the foregoing, the Company and/or any Group Entity reserves the right to refuse or cancel, in whole or in part, any request(s) to purchase or purchases of the Token (as the case may be), or to delay the delivery schedule for the Token set forth therein, at any time in its sole and absolute discretion (without giving reasons), including without limitation in connection with:
 - 5.3.1. any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Company or such Group Entity from time to time;
 - 5.3.2. the User's breach of any other agreement/contract between the Parties;
 - 5.3.3. an adverse change of the regulatory or business environment.
- 5.4. For the avoidance of doubt, neither the Company nor any Group Entity shall be required to notify the User of the outcome of any of the Company's or any Group Entity's customer identification, due diligence or anti-money laundering due diligence checks, or in any case provide reasons for unsatisfactory results of checks. In the event that the Company and/or any Group Entity refuses or cancels any request(s) to purchase the Token (whether in whole or in part), the Purchase Price paid by the User shall be rejected or refunded (as

applicable) in accordance with the Company and/or any Group Entity's internal policies and procedures, which shall be less (i) amounts required to be confiscated by applicable laws, (ii) fees and expenses incurred in connection with the marketing and/or development of the Tokens, and (iii) blockchain network fees and the Company's and/or any Group Entity's administrative fees for processing such transfer. No interest will accrue on the value of any refund.

- 5.5. The Company reserves the right to require the User to provide the Company with the User's personal details (including without limitation full legal name, wallet address and details of the digital wallet from which the User has sent the payment or to which the Token will be delivered), and it is the User's responsibility to provide correct details. Failure to provide this information will prevent the Company from allocating the Token to the User's Nominated Wallet.
- 5.6. At any time up until the Capital Raise Date and during the sale of the Investment Token, the Company may either temporarily suspend or permanently abort the Investment Token sale at its sole discretion without providing any reasons whatsoever. During any period of suspension or in the event that the Token sale is aborted in respect of any sale phase, the Token will not be available for purchase.

6. REGULATORY ASPECTS, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

- 6.1. The Company is not licensed under the Collective Investment Schemes Control Act 45 of 2002 ("CISCA") nor recognised financial services providers as defined in the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"). These Terms and Conditions do not constitute a solicitation from any South African person in respect of which such solicitation would be prohibited nor does it constitute or relate to the provision of a financial service to a South African person.
- 6.2. The User acknowledges and agrees that there are risks associated with purchasing the Token, holding the Token, and using the Token on the Libex Platform, as disclosed and explained in Schedule 1.
- 6.3. By the act of purchasing the tokens, the User explicitly acknowledges, agrees to, accepts and assumes these potential risks and hereby indemnifies and holds the Company and the PTD1 Partnership harmless for any and all liability, any direct, indirect, or consequential loss or damage that may arise from the potential risks associated with the tokens as set out hereunder or otherwise, whether or not caused by any negligence on the part of the Company, the PTD1 Partnership or its Affiliates or agents.

7. **FEES AND EXPENSES**

The fees payable in respect of this transaction is set out in Schedule 2.

8. **SECURITY**

8.1. The User bears the responsibility for implementing all reasonable and suitable measures to ensure the security of the wallet, vault, or any other storage method utilized for receiving and holding the Token purchased from the relevant Group Entity, being the PTD1 Partnership in the case of the Investment Token and Libex in the case of the Libex Token. This includes any necessary private key(s) or credentials required to access such storage method(s). In the event that these private key(s) or access credentials are misplaced, there is a risk of losing access to the Token.

8.2. No Group Entity (including the Company) holds any accountability for security measures pertaining to the User's receipt, possession, storage, transfer or potential future utilisation of the Token. Additionally, the Company is not obliged to recover any lost Tokens. The Company and all the Group Entities hereby disclaims (to the maximum extent permissible under applicable laws) any and all liability for security breaches or other actions or oversights that result in the User's loss of the Token, including loss of access to it.

9. **PERSONAL INFORMATION AND DATA PROTECTION**

9.1. The Company may determine, in its sole and absolute discretion, that it is necessary to obtain certain information about the User in order to comply with applicable laws or regulations in connection with the acquisition by the User of the Token. The User agrees to provide the Company or its nominee with such information promptly upon request, and the User acknowledges and accepts that it may be unable to acquire the Token until it provides such requested information, that the Company has subjectively determined is necessary to enable the User to acquire Token under applicable laws or regulations.

9.2. The User hereby consents to the Company transferring the User's personal data to another Group Entity or third-party service provider for processing and to recipients in countries which may not provide the same level of data protection as the User's jurisdiction if necessary for the purposes described in Clause 9.1 above.

9.3. The Company (and its Group Entities if appropriate) will collect, use, process and disclose the User's information and personal data for providing services and discharging of its legal duties and responsibilities, administration, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity

purposes (collectively, the Purpose). The Company may disclose the User's information to any Group Entity, their service providers, agents, relevant custodians or similar third parties for these Purposes. The Company may keep the User's information for such period as may be determined by the Company (which shall be no shorter than any mandatory period prescribed by law).

- 9.4. If the User withdraws its consent to any or all use of its personal data, depending on the nature of the request, this may limit the scope of the Company's services which the Company is able to provide to the User. The User may withdraw its consent to any or all use of its personal data by contacting the Company at libexquota@libex.ai (marking the email for the attention of Data Protection Officer). The Company will endeavour to respond to the query / request within 30 calendar days, and if that is not possible, it will inform the User of the time by which the Company will respond, but in any event the Company shall respond within such time period as is required by applicable law.
- 9.5. The User hereby consents to the Company disclosing any of the former's information held by the Company to any governmental or regulatory authority where, in the Company's opinion, its interests or the interests of a Group Entity require disclosure (including without limitation the submission of a report of suspicious transactions/activities to the relevant authorities). The User hereby agrees to hold the Company and its Group Entities harmless in respect of any disclosure of information by the Company in accordance with this Agreement. For the avoidance of any doubt, the Company shall not be liable to the User or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure unless such loss, damage or expense was caused by the Company's fraud or gross negligence.

10. REDEMPTIONS

10.1. General:

- 10.1.1.1. Whenever the Investment Tokens are redeemed as contemplated herein, all the Investment Tokens shall be redeemed by paying the Redemption Proceeds to the User into its Nominated Wallet, against surrender to the PTD1 Partnership of the Investment Tokens by the User which shall be duly burnt.
- 10.1.1.2. Subject to any law to the contrary, the User shall have 14 days following receipt of Redemption Proceeds to raise any issues relating to the monies paid by providing written notice to the PTD1 Partnership

at libexquota@libex.ai. On expiration of the 14-day period, payment of the Redemption Proceeds shall constitute full and final settlement of the PTD1 Partnership and /or Company's obligations to such User in relation to the Investment Tokens, which are the subject of the redemption.

- 10.1.1.3. By accepting receipt of the Redemption Proceeds, the Users shall be deemed to waive any and all rights, claims against the PTD1 Partnership for further payment in relation to the relevant Investment Tokens at the end of the 14-day period.

10.2. **Redemption by the User**

10.2.1. Voluntary Redemption by the User

- 10.2.1.1. The User shall be entitled to require the PTD1 Partnership to redeem the Investment Tokens in full or in part upon a Liquidation Event. Upon the occurrence of a Liquidation Event, the User shall be entitled to file a Redemption Notice upon the PTD1 Partnership who shall be obligated (provided the PTD1 Partnership agrees that a Liquidation Event has occurred) to redeem the Investment Tokens which are subject to the Redemption Notice, for the Voluntary Redemption Price.

- 10.2.1.2. The Voluntary Redemption Price shall only become due after the surrender of the Investment Token to the PTD1 Partnership. The Voluntary Redemption Price shall be paid as soon as the PTD1 Partnership is in a financial position to do so, and the Voluntary Redemption Price has been duly calculated.

10.3. **Voluntary Redemption by the Company**

- 10.3.1. Provided the Company or its nominee has sufficient funds to discharge the Redemption Price, the Company shall, after a period of no less than 3 (three) years after the issue of the Investment Tokens be entitled to redeem the Investment Tokens. This shall occur by the Company requesting the Investment Tokens be returned to the Company against the surrender of the Investment Tokens to the Company or its nominee.

- 10.3.2. In the event that the PTD1 Partnership or the Company determines that the

burning of the Investment Token and the payment of the Redemption Price is to be performed algorithmically via distribution smart contract(s) deployed on the relevant blockchain network, the User acknowledges that the exact burning date for the Investment Token will be pegged to the generation of selected blocks (and subsequent inclusion into the underlying blockchain network) as well as the payment of the Redemption Price.

10.3.3. Due to this technical aspect of the distribution smart contract(s), the exact block time for generation of the selected block is affected by the rate of block generation, which in turn is affected by the actual operations of the underlying blockchain network. As a result of these various dependencies, notwithstanding any of the other clauses herein, the payment of Redemption Price and the burning of the Investment Token is only construed as an estimated schedule of the time period or date therefore and it may occur on a subsequent date.

10.4. Redemption on the Redemption Date

10.4.1. In the event that the Investment Token has not been redeemed by the Redemption Date, the User shall be required to surrender the Investment Token to the PTD1 Partnership on the Redemption Date against which surrender the PTD1 Partnership shall affect payment of the Redemption Date Price to the User into the User's Nominated Wallet.

10.4.2. To the extent that the Investment Token is not redeemed by the User on the Redemption Date, the Redemption Date Price shall be retained by the PTD1 Partnership or its nominee until duly redeemed by the User. All interest or other income accruing thereon shall be utilised to defray any costs associated with having to retain the Redemption Date Price on behalf of the User any additional costs incurred in retaining these funds shall be payable by the User (if applicable) prior to the redemption being released, if applicable.

10.5. Compulsory Redemption

10.5.1. The PTD1 Partnership may compulsorily redeem all of the Investment Tokens held by a User if –

10.5.1.1. the holding of such Investment Tokens may, in the reasonable discretion of the PTD1 Partnership, result in regulatory, pecuniary, legal, taxation, material administrative, reputational or other harm or

disadvantage to the PTD1 Partnership or its Partners; and/or

- 10.5.1.2. the Investment is no longer reasonably achievable due to unforeseen circumstances; and/or
- 10.5.1.3. any law is passed which renders it illegal or impracticable for the PTD1 Partnership to continue its operations, and/or
- 10.5.1.4. the User is found to have engaged in fraudulent or malicious activities that jeopardize the integrity or security of the PTD1 Partnership's operations; and/or
- 10.5.1.5. the User has breached any of the terms and conditions of this Agreement, and such breach has not been remedied within a specified period; and/or
- 10.5.1.6. the PTD1 Partnership undergoes a significant structural change, such as a merger, acquisition, or dissolution, which affects its ability to manage or uphold the Investment Tokens; and/or
- 10.5.1.7. the User becomes insolvent, declares bankruptcy; and/or
- 10.5.1.8. there is a significant technological disruption or failure that makes it impossible for the PTD1 Partnership to manage or distribute the Investment Tokens; and/or
- 10.5.1.9. the PTD1 Partnership receives a directive or notice from a regulatory body or authority requiring the cessation of the Investment Tokens' distribution or management; and/or
- 10.5.1.10. the User's actions or associations bring disrepute or negative publicity to the PTD1 Partnership, Libex or the Company, affecting its reputation or business operations adversely; and/or
- 10.5.1.11. where the general partner of the PTD1 Partnership and any management company employed by the PTD1 Partnership has disposed of the Asset on the basis that the Investment is no longer sustainable and it is in the interests of the Users to dispose of the Asset; and/or

10.5.1.12. the PTD1 Partnership determines that continuing to allow the User to hold Investment Tokens poses a significant risk to the Company's other investors or stakeholders; and/or

10.5.1.13. the PTD1 Partnership needs to comply with new or updated international sanctions or embargoes that restrict transactions with certain individuals or entities; and/or

10.5.1.14. the User fails to provide necessary documentation or information required by the PTD1 Partnership for compliance or due diligence purposes within a specified timeframe.

10.5.2. Investment Tokens will be compulsorily redeemed at the Compulsory Redemption Price, following the issuance of a notice of compulsory redemption to the relevant Users and the provisions of clause 10.5.2 shall apply *mutatis mutandis* thereto.

10.6. Deduction from Redemption Proceeds

10.6.1. The User and any subsequent Users are obligated to effect payment of the Platform Transfer Fee as well as the other Fees prescribed in Schedule 2. To the extent that for any reason whatsoever any of the Users have not affected payment of any of Fees during the life of the Investment Token, the Fees due and owing shall be deducted off the Redemption Proceeds.

10.6.2. These Fees shall be deducted from the Redemption Proceeds irrespective of whether they were due and owing by the previous User who held the Investment Token or the current User and it shall be the obligation of the User's to recover any Fees so deducted amongst themselves. The User hereby consents and authorizes the deduction of any such Fees in terms of this clause 10.8.1.

10.6.3. The Company undertakes to provide the User with any documentation or to provide such reasonable assistance as a User may require in order to recover such Fees from any previous User's against payment of reasonable costs incurred by the Company in doing so.

10.7. Company's right to raise funding for Redemptions

10.7.1. The Company shall be entitled, in its sole and absolute discretion, to raise funding, or capital, in any manner which it may deem necessary, in order to finance a Redemption in terms of this clause 10.

10.7.2. The manner in which the Company may elect to raise capital or funding in terms of clause 10.9.1 above, shall include, but not be limited to the following:

10.7.2.1. The pledge of Company assets (movable or immovable, tangible, intangible, intellectual, or otherwise) as collateral or security for funding advanced to it;

10.7.2.2. Any other manner cede, pledge, hypothecate, or encumber any of the Company's assets (movable or immovable, tangible, intangible, intellectual, or otherwise).

10.7.2.3. The sale, alienation or disposal of Company assets;

10.7.2.4. A combination of any of the abovementioned methods in clause 10.9.2.1 to clause 10.9.2.3, both inclusive.

10.7.3. The User hereby:

10.7.3.1. Irrevocably consents to the Company raising funding in the manner contemplated in clause 10.9.2.1 and 10.9.2, both inclusive, above; and

10.7.3.2. Consents to the Company disclosing the User's information and personal data to third parties in order to raise funding in the manner contemplated in clause 10.9.2.1 and 10.9.2, both inclusive, above.

10.7.4. The User hereby acknowledges and agrees that there shall be no conflict of interest of the Company, Libex and/or the PTD1 Partnership to raise funding in the manner contemplated in clause 10.9.2.1 and 10.9.2, both inclusive, above. A director of the Company will have due regard to the fiduciary obligations to the Company and in particular their obligations to act in the best interests of the Company.

11. **RETURN ON USER'S INVESTMENT**

11.1. In consideration of the User's Investment, the User shall, only from the relevant Capital Raise Date onwards, be entitled to receive an amount equal to the RoI as a return on its Investment.

11.2. In the financial year in which the relevant Capital Raise Date is achieved, the RoI which the User shall be entitled to, shall be a pro rata portion of the annual RoI, and shall be calculated from the

relevant Capital Raise Date to the Financial Year End.

11.3. The Rol for a subsequent Financial Year End shall be paid by the PDT1 Partnership annually, within 5 (five) Business Days after the Company's relevant Financial Year End, to the User into the User's Nominated Wallet.

11.4. Subject to clause 11.5 below, the PTD1 Partnership shall use its best efforts to ensure that the Rol for any Financial Year End is achieved.

11.5. Due to the nature of the Investment and the unpredictability of market conditions, each User hereby understands, acknowledges, and agrees that:

11.5.1. the annual Rol, or any amount thereof, for any relevant Financial Year End, is not guaranteed;

11.5.2. the PTD1 Partnership shall, in its sole discretion, be entitled to determine the Rol to be paid to Users for any relevant Financial Year End;

11.5.3. the determination of, and the Rol paid by the PTD1 Partnership for any relevant Financial Year End shall be final and binding on each User.

12. **SECONDARY MARKET SALE OF INVESTMENT TOKENS AND ADDITIONAL CAPITAL RAISE**

12.1. **Secondary Market Sale of Investment Tokens**

12.1.1. The User shall be entitled to dispose of the Investment Tokens to third parties (New Users). The Investment Tokens can be traded on any exchange provided that the Investment Token is sold subject to the Terms contained herein and that such New User shall automatically become a partner in the PTD1 Partnership and bound by the provisions of the PTD1 Partnership Agreement. The terms set out in this clause are embedded in the Investment Token smart contract and shall automatically bind the New User.

12.1.2. Neither the PTD1 Partnership nor the Company provides any warranties in relation to the User's ability to readily trade or liquidate the Investment Token on the secondary market.

12.1.3. The User shall be entitled to trade the Investment Token from the date that it is issued to the User until such time as it becomes mandatory to redeem the Investment Token in terms of clause 10 from which date any secondary trading is precluded.

12.2. **Additional Capital Raise**

12.2.1. The Company shall be entitled, in its sole and absolute discretion, to raise funding, or capital, in any manner which it may deem necessary for additional Capital Raises.

12.2.2. The manner in which the Company may elect to raise capital or funding in terms of this clause 12.2, shall include, but not be limited to the following:

12.2.2.1. by way of funding from operations and retained earnings;

12.2.2.2. by way of loans by registered banks or other registered financial institutions;

12.2.2.3. by way of loans by the Company's shareholders;

12.2.2.4. the pledge of Company assets (movable or immovable, tangible, intangible, intellectual, or otherwise) as collateral or security for funding advanced to it;

12.2.2.5. any other manner cede, pledge, hypothecate, or encumber any of the Company's assets (movable or immovable, tangible, intangible, intellectual, or otherwise).

12.2.2.6. the sale, alienation or disposal of Company assets; and

12.2.2.7. a combination of any of the abovementioned methods.

12.2.3. The User hereby:

12.2.4. irrevocably consents to the Company raising funding in the manners contemplated in clause 12.2.2 above; and

12.2.5. consents to the Company disclosing the User's information and personal data to third parties in order to raise funding in the manner contemplated clause 12.2.2 above.

12.2.6. The User hereby acknowledges and agrees that there shall be no conflict of interest of the Company, Libex and/or the PTD1 Partnership to raise funding in the manner contemplated in clause 12.2.2 above. A director of the Company will have due regard to the fiduciary obligations to the Company and in particular their obligations to act in the best interests of the Company.

12.2.7. To the extent that additional capital is required for the Investment, the PTD1 Partnership shall cause a further issuance of Tokens. Upon the purchase of Tokens, the new Partners shall be admitted automatically, and the Partners Participation Ratio shall be adjusted accordingly.

13. **TAXES**

The Purchase Price that the User pays for the Token is exclusive of all applicable taxes (including without limitation obligations to pay value added, sales, use, offerings, withholding taxes, income or similar taxes).

The User is solely responsible for determining what, if any, taxes apply to the User in connection with its purchase and/or sale of the Token. It is also the User's sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction in which the User may be liable to tax. The PTD1 Partnership is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, offerings, use, value added, or similar tax arising from the User's purchase of the Token. Neither the Company nor the PTD1 Partnership provides any tax advice and recommends that the User seek appropriate professional advice in this area if required.

14. **REPRESENTATIONS AND WARRANTIES**

14.1. By purchasing the Token, the User represents and warrants to the Company and the PTD1 Partnership as follows:

13.1.1 The User has read and understood all the terms and conditions of this Agreement (including all Schedules), the Libex Documentation and the Token Documentation.

13.1.2 The User has received a copy of the current Token Documentation prepared in relation to the Token and has carefully read it. The User acknowledges and consents that the Token Documentation may change during the time leading up to the date of delivery to the User hereunder of all the Token purchased, and the User accepts the obligation to promptly read new versions of the Token Documentation, which will be made available via the Website. The User understands and agrees that any changes to the Token Documentation or the Website, including material changes that may affect the use of the Token, is not a breach of this Agreement and shall not result in any liability to the Company hereunder.

13.1.3 If the User is an individual, based on applicable laws in the User's jurisdiction, the User is of sufficient legal age and capacity to purchase the Token, accept this Agreement and enter into a binding agreement with the Company.

13.1.4 If the User is a legal Person, the User is duly organised, validly existing and in

good standing under the laws of the User's domicile and each jurisdiction where the User conducts significant business or where its material assets are located.

- 13.1.5 The User understands that the Tokens only confer the rights set out in this Agreement and confers no other rights of any form with respect to Libex or the Company or any Group Entity, including, but not limited to, any voting, the right to participate in any manner in the Investment, any shareholder meetings or the right to nominate a director or other financial or legal rights.
- 13.1.6 The User's purchase of the Token complies with all applicable laws and regulations in the User's jurisdiction, and the law and regulation of any jurisdiction to which the User may be subject, including, but not limited to: (i) legal capacity and any other threshold requirements for purchasing the Token, the entering into contracts with the Company; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained.
- 13.1.7 The User's purchase of the Token shall be made in full compliance with any applicable tax obligations to which the User may be subject in any relevant jurisdiction. The User understands that it bears the sole responsibility to determine if its usage of the Libex Platform, the delivery of any digital assets to the User, the ownership or use of the Token, the potential appreciation or depreciation in the value of the Token over time, the sale and purchase of the Token and/or any other action or transaction related to the Company, the PTD1 Partnership or Libex have tax implications (including determining what taxes may apply to the acquisition, possession, storage, sale or other use of the Token including, for example, sales, use, value-added and similar taxes and for complying with any obligations to withhold, collect, report and remit the correct taxes to the appropriate tax authorities in relation to its acquisition, possession, storage, sale or other use of the Token); by holding or using the Token, and to the extent permitted by law, the User agrees not to hold the Company or any Group Entity liable for its tax liability associated with or arising from the ownership or use of the Token or the User's other actions or transactions related to the usage of the Libex Platform.
- 13.1.8 The User is a highly sophisticated and experienced party that acknowledges and understands that (i) the Group Entities may possess material information regarding Libex and the Token that is not publicly available and has not been made available to the User, which information may impact the value of the Token

or the use on the Libex Platform and that the Company and /or the PTD1Partnership is not disclosing such information to the User, (ii) due to legal uncertainty, the Token may be deemed to be securities or financial instruments under applicable laws. Notwithstanding any disparity in information or legal uncertainty, the User has agreed to enter into this Agreement and consummate the transactions hereunder and hereby agrees not to bring any claim against the Company, the PTD1 Partnership or any Group Entity in respect thereof and, as a sophisticated party with extensive experience in token purchase transactions, hereby waives any claims or causes of action in respect thereof.

- 13.1.9 The User acknowledges that it has been advised by the Company to obtain independent legal, financial and tax advice with respect to entering into this Agreement, that it has obtained such independent legal advice or has dispensed with the need to take such advice, and that it is entering into this Agreement with full knowledge of the contents hereof of its own free will and with full capacity and authority to do so.
- 13.1.10 The User is not a citizen, resident (tax or otherwise), domiciliary and/or other similar certificate of residency of a country (i) where holding cryptographic tokens, trading tokens, or participating in token sales, whether as a purchaser or a Company, is prohibited, restricted or unauthorised by applicable law, decree, regulation, treaty, or administrative act, or (ii) where it is likely that the sale of the Token would be construed as the sale of a security (howsoever named), financial service or investment product (including without limitation the United States of America, Canada and the People's Republic of China (each a Restricted Territory)), nor is the User purchasing the Token from any Restricted Territory, nor is the User an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Territory, nor is the User purchasing the Token on behalf of any person or entity from a Restricted Territory.
- 13.1.11 The User is not a citizen or resident of a geographic area in which access to or participation on the Libex Platform is prohibited by applicable laws, decrees, regulations, treaties, or administrative acts.
- 13.1.12 The contributions made to purchase the Token are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing and all applicable statutes of all jurisdictions in which the Company or the User are located, resident, organised or operating, and/or to

which it may otherwise be subject and the rules and regulations thereunder (collectively, the **Compliance Regulations**), and the User will not use the Token to finance, engage in, or otherwise support any unlawful activities or in a manner which aids or facilitates another party in the same. To the extent required by applicable laws and regulations, the User shall fully comply with all Compliance Regulations and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving it or any of its Affiliates with respect to the Compliance Regulations is pending or, to the best of its knowledge (after due and careful enquiry), threatened.

13.1.13 All contributions made to purchase the Token/s will be made only in the User's name, from a digital wallet beneficially owned by the User that is neither connected to nor located in a Non-Cooperative Jurisdiction.

13.1.14 Neither the User, nor any person who Controls the User, or, to the knowledge of the User, any person for whom the User is acting as an agent or nominee or any beneficial owner of the User, as applicable:

13.1.14.1 appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC or List of Sanctions maintained by the EU from time to time or any other list of sanctioned persons including the Table of Denial Orders, the Entity List, Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by OFAC; or

13.1.14.2 resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction; or (iv) is a Prohibited Person. If the User's country of residence or other circumstances change such that the above representations are no longer accurate, the User will immediately notify the Company.

13.1.15 The User understands that it must bear the economic risk of its purchase of the Token. The User understands that to the extent the Token is deemed to be a security under the laws of any jurisdiction in which the Token is to be traded or the subject of transfers, such trades or transfers of the Token may be restricted by such laws, and that no market exists or is expected to develop for the Token.

13.1.16 The User shall not sell or transfer or agree to sell to transfer any undelivered

Tokens or rights to receive undelivered Tokens.

- 13.1.17 The User agrees that if its country of residence or other circumstances change such that the above representations are no longer accurate, that the User will immediately cease using the Libex Platform.
- 13.1.18 The User acknowledges and undertakes that it shall provide the Company and to the extent required, the PTD1 Partnership with such information as either one of them may deem necessary or appropriate in order to maintain compliance with all applicable laws including:
 - 13.1.18.1 compliance with the representations set out in this Clause 13; and
 - 13.1.18.2 to address any inquiries that the Company or the PTD1 Partnership may expect from regulatory authorities, courts or arbitral authorities in any jurisdiction.
- 13.1.19 Each of the User and the Company hereby represents, warrants and covenants to the other one of them as follows:
 - 13.1.19.1 it has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its obligations under this Agreement; and
 - 13.1.19.2 this Agreement will constitute its legal, valid and binding obligations under the governing law of this Agreement, enforceable against it in accordance with its terms, save that such enforceability may be limited by applicable liquidation, insolvency, reorganisation, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).
- 13.1.20 The User hereby acknowledges that the Company has entered into this Agreement in reliance upon the User's representations and warranties being true, accurate, complete and non-misleading. Save as provided in clauses 13.1.19.1 and 13.1.19.2 the Company makes no warranties or representations, express or implied, and provides no guarantees (in each case whether express or implied) other than as expressly set out in these terms and conditions. The User, in making the decision to purchase the Token, has relied upon its

independent investigation of the Company, the Investment, the PTD1 Partnership and Libex, and has not relied upon any oral or written information, warranties, representations or assurances from any person (including without limitation any affiliate of the Company) other than as expressly set forth in this Agreement.

13.1.21 The User hereby acknowledges and agrees that the Company and/or the PTD1 Partnership may have to procure an amendment to the functionality of the Token at any time in order to facilitate compliance with any legal or regulatory issues which may arise or shall be anticipated, including the following:

13.1.21.1 any potential action that the Company and/or the PTD1 Partnership (in their sole discretion) expects to be taken, by a court or regulatory authority in any jurisdiction in relation to the use of the Token and all related matters; and

13.1.21.2 any additional legal or regulatory risk mitigation in respect of the functionality of the Token that the Company and/or the PTD1 Partnership decides to undertake at any time.

15. **DISCLAIMERS**

15.1. To the fullest extent permitted by applicable laws and except as otherwise specified in writing by the Company and the PTD1 Partnership, (a) the Token is sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and the Company and the PTD1 Partnership expressly disclaims all implied warranties as to the Token, including, without limitation, implied warranties of merchantability, usage, suitability or fitness for a particular purpose, title, and non-infringement, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent; (b) the Company and the PTD1 Partnership cannot and does not represent or warrant that the Token is reliable, current, error-free, complete, safe, hack proof, meets the User's expectations or requirements, or that defects in the Token will be corrected; and (c) the Company and the PTD1 Partnership cannot and does not represent or warrant that the Token or the delivery mechanism for the Token is free of security vulnerabilities, viruses, errors, failures, bugs or economic loopholes which may be exploited by third parties, or other harmful components.

15.2. The Company provides no warranties of whatsoever nature in relation to the Investment. The information provided in the Token Documentation is not intended to be, and should

not be construed as, investment advice, financial advice, legal advice, or any other form of advice. The Company is not a licensed financial advisor or investment professional, and the information provided should not be relied upon for making investment decisions. All decisions related to investment should be made after considering personal circumstances, conducting appropriate due diligence, and seeking advice from qualified financial advisors.

- 15.3. The Company provides no warranties that the Platform shall be free of technical vulnerabilities, cyberattacks, network congestion, or hacking.
- 15.4. The Company makes no representations or warranties of any kind, whether express or implied, with respect to the accuracy, completeness, or suitability of the information provided in the Token Documentation. The Company disclaims any liability for any errors, omissions, or inaccuracies in the information contained in the Token Documentation to the fullest extent permitted by law.

16. **LIMITATION OF LIABILITY**

- 16.1. To the fullest extent permitted by applicable laws: (i) in no event will the Company and/or the PTD1 Partnership be liable for any indirect, special, incidental, consequential, or exemplary loss of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the Token or otherwise related to this Agreement, regardless of the cause of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable basis (even if the Company has been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and (ii) in no event will the aggregate liability of the Company and/or the PTD1 Partnership for direct loss, whether in contract, tort (including negligence, whether active, passive or imputed), or other legal or equitable basis, arising out of or relating to this Agreement or the use of or inability to use the Token, exceed the lesser of ZAR25,000 or the Purchase Price.
- 16.2. The User acknowledges and agrees that this clause 15 reflects a reasonable allocation of risk and that the Company would not have entered into this Agreement without these liability limitations.
- 16.3. The limitations set forth in this clause 15 will not limit or exclude liability for the fraud or intentional, willful misconduct of the Company and/or the PTD1 Partnership.
- 16.4. To the fullest extent permitted by applicable laws, the Company and/or the PTD1 Partnership shall not be liable in any way or in any event in respect of any claim under this

Agreement if such claim was not made in the period commencing from the date on which the claim arose and a date falling six (6) months after such date (such period being the **Claim Period**). Any claim which has been made before the expiry of the Claim Period shall, if it has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of six (6) months commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against the Company and/or the PTD1 Partnership (and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon the Company and/or the PTD1 Partnership).

- 16.5. For the avoidance of doubt, nothing in this Agreement shall limit the User's obligation (at law or otherwise) to mitigate its loss in respect of any claim under this Agreement, and the User shall not be entitled to recover damages in respect of any claim (as the case may be) if, and to the extent that, the User has already recovered damages in respect of the same fact or subject matter.

17. **CONFLICTS OF INTERESTS**

Users attention is drawn to the potential for conflicts of interest including the following -

- 17.1. Libex, the Company, the PTD1 Partnership, Libequity (Pty) Ltd and the other service providers (to be appointed) and their respective holding companies, holding companies' shareholders, any subsidiaries of their holding companies and any of their directors, officers, employees, agents and affiliates (collectively the "**Interested Parties**") may be involved in other financial, investment or other professional activities which may on occasion cause conflicts of interest with the Company. These include management of other investments, and management advisory services, brokerage services, trustees, partners, custody services and serving as directors, officers, advisors, or agents of other funds or other companies which may have different interests to the Company.
- 17.2. The directors/principals of the abovementioned entities and the other service providers (to be appointed) may be affiliates of other service providers to the Company. A director of the Company will have due regard to the fiduciary obligations to the Company and in particular their obligations to act in the best interests of the Company.

18. **DISPUTE RESOLUTION; ARBITRATION**

- 18.1. If a dispute arises in respect of this Agreement (including a dispute about the validity or enforceability of the Agreement) then that dispute shall, on written demand by any Party,

be submitted to arbitration in Johannesburg (which shall be the seat of the arbitration).

- 18.2. The Parties shall be responsible for the administration of the arbitration and the arbitration shall be conducted in accordance with the AFSA Rules for Commercial Arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within seven business days of the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than ten years standing as such or a retired Judge of the South African bench. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. If the attorneys of the Parties to the dispute fail to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.
- 18.3. No Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA Rules for Commercial Arbitration.
- 18.4. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 18.5. Any arbitration in terms of this clause 17 shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 18.6. This clause 17 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 18.7. The Parties agree that a written demand in terms of this clause to submit a dispute to arbitration shall be a legal process for the purpose of interrupting prescription in terms of the Prescription Act 68 of 1969.

19. **GOVERNING LAW AND JURISDICTION**

- 19.1. This Agreement will in all respects be governed by and construed under and in accordance with the laws of South Africa.
- 19.2. Subject to clause 17.1, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) in

any dispute arising from or in connection with this Agreement.

20. **NOTICES AND COMMUNICATIONS.**

20.1. Interpretation

20.1.1. In this clause 19.1.1:

20.1.1.1. business day means any day on which commercial banks are open for general business in the country in or to which the notice is delivered or sent; and

20.1.1.2. any reference to a time is to the local time in the place at or to which the notice is delivered or sent.

20.2. Notices

20.2.1. The Parties select, the purposes of giving or sending any notice, the said physical addresses as well as the following email addresses:

20.2.1.1. in the case of the Company to:

345 Rivonia Boulevard,

Rivonia, 2128, Gauteng

20.2.1.2. in the case of the User to: as provided by the User when the User registers on the Libex Platform

20.2.2. provided that a Party may change its address for the purposes of notices to any other physical address or email address by written notice to the other Parties. Such change of address will be effective five business days after receipt of the notice of the change.

20.3. Form of Notice

Any notice or other communication to be given or made to a party under or in connection with this Agreement shall be in English and in writing.

20.4. Method of giving Notice

Any notice shall be sent to the relevant Party at the physical or email address and for the attention of the person specified in clause 19.2. Service or delivery of a notice must be effected:

20.4.1. personally, by hand delivery or by courier (using an internationally recognised courier company); or by email.

20.5. Deemed service or delivery

Any notice which has been served or delivered in accordance with clause 19.2 shall be deemed to have been served or delivered:

20.5.1. if served or delivered personally, by hand or by courier, at the time of service or delivery at the relevant address; or if sent by email, at the time the email is sent, provided that if any notice would be deemed to have been served or delivered after 5:00pm (SAST) on a business day and before 9:00am (SAST) on the next business day, such notice shall be deemed to have been served or delivered at 9:00am (SAST) on the second of such business days.

20.6. Proof of service or delivery

In proving service or delivery of a notice, it shall be sufficient to prove:

20.6.1. that the envelope containing the notice was properly addressed and that service or delivery personally, by hand or by courier, was made to such address; or

20.6.2. in the case of email, that the email was properly addressed and sent to the email address of the recipient for the purposes of clause 19.2.

20.7. Notices actually received

Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 19.2.2.

21. **INTELLECTUAL PROPERTY**

The Company (or the relevant Group Entity, as the case may be) retains all rights, title and interest in all of the Company's (or the relevant Group Entity's, as the case may be) Intellectual Property in connection with the Token and any element of Libex. The User may not use any of the Company's (or any Group Entity's) Intellectual Property for any reason.

22. **PUBLICITY**

Notwithstanding any of the terms herein, the User hereby grants a perpetual, irrevocable, non-assignable, non-exclusive, worldwide and royalty-free license to each Group Entity to publicise or otherwise disclose the User's name, profile, logo or credentials in all marketing and communication materials or social media relating to the sale of the Token.

23. **SEVERABILITY**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable laws, but if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause 22 shall not affect or impair the validity and enforceability of the rest of this Agreement, nor the validity and enforceability of such provision or part-provision under the law of any other jurisdiction.

24. **TERMINATION**

24.1. This Agreement shall terminate on the Completion Date. Despite termination, nothing in this clause 23 shall release any Party from (a) liability for breaches of this Agreement which occurred prior to its termination or (b) rights accrued under this Agreement. Without prejudice to the generality of the foregoing, if the Purchase Price is not received by the agreed time as set out in clause 2.5 in the designated wallet address, this Agreement shall be automatically terminated unless the Company indicates otherwise in writing. The User shall not be entitled to cancel this Agreement and their recourse shall be limited to a claim of specific performance and/or damages as the case may be.

24.2. Upon termination of this Agreement:

24.2.1. all of the User's rights under this Agreement immediately terminate;

24.2.2. the User shall not be entitled to any refund of any amount paid whatsoever, save in the case where this Agreement is terminated by the Company without any breach by the User of (i) this Agreement or (ii) any other agreement/contract between the Parties; and

24.2.3. Clauses 1, 3, 6, 8, 13 - 34 and Schedule 2, will continue to survive and apply in accordance with their terms to the User in respect of the holding or use of any the

Token, together with any of the User's obligations, or required performance of the User under this Agreement which, by its express terms or nature and context is intended to survive expiry or termination of this Agreement.

25. **CONFIDENTIALITY**

- 25.1. The User shall hold, and shall cause its Affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process, other requirements of law or other governmental body or stock exchange, all Confidential Information, documents, information and correspondence concerning the Token or any Group Entity furnished to the User or its Affiliates in connection with the transactions contemplated by this Agreement.
- 25.2. The User may disclose Confidential Information to its officers, directors, employees, accountants, or professional advisors in connection with the transactions contemplated by this Agreement so long as such Persons are informed by the User of the confidential nature of such information and are directed by the User to treat such information confidentially. The User shall be responsible for any failure to treat such information confidentially by such Persons.
- 25.3. The confidentiality obligations in this Clause 24 do not apply to information that:
- 25.3.1. is publicly available or becomes publicly available through no action or fault of the recipient party;
 - 25.3.2. was already in the recipient party's possession or known to the recipient party prior to being disclosed or provided to the recipient party by or on behalf of the other party, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto;
 - 25.3.3. was or is obtained by the recipient party from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material; or
 - 25.3.4. is independently developed by the recipient party without reference to Confidential Information.

- 25.4. If this Agreement is terminated, the User shall, and shall cause its Affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver at their own cost to the Company, upon request, all documents and other materials, and all copies thereof, obtained by the User or its Affiliates in connection with this Agreement that are subject to such confidence; provided, however, that no such destruction shall be required to the extent that such documents and other materials are retained pursuant to regulatory obligations or routine computer system backup procedures.
- 25.5. The obligations of each party under this Clause 24 will survive the termination of this Agreement, and the termination and dissolution or liquidation of the Company and/or it ceasing to be a party to this Agreement.

26. **ASSIGNMENT AND NOVATION**

- 26.1. Notwithstanding anything contained herein, this Agreement and the rights and/or obligations contained herein may be assigned and/or novated without the User's consent by the Company to any Affiliate of the Company, or to any member, officer or director of the Company (including without limitation any assignment or novation in connection with a reincorporation to change the Company's domicile). The User hereby gives express upfront consent to any such assignment or novation by the Company of this Agreement, and (if advised to be appropriate by the Company's counsel) agrees to execute all documents and/or take all steps required by the Company in order to give effect to this Clause 25.
- 26.2. The User shall not be entitled to cede, assign, or novate its rights and obligations under this Agreement without the Company's consent.
- 26.3. Subject to the restriction provided herein, this Agreement shall bind and inure to the benefit of such successors and assigns.

27. **KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING**

- 27.1. The Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on the User if deemed necessary by the Company where such checks become required or desirable under applicable laws in any jurisdiction and conduct periodic updates of such checks as well as perform monitoring/screening on the User.
- 27.2. All payments by the User under this Agreement shall be made only in the User's name, from a digital wallet not owned or controlled by a Prohibited Person, not located in a Non-

Cooperative Jurisdiction, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

28. **FURTHER ASSURANCE**

Each Party shall take commercially reasonable efforts to do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement, and (so far as it is able) to provide such assistance as the other Party may reasonably request to give effect to the spirit and intent of this Agreement.

29. **THIRD PARTY RIGHTS**

29.1. Except as otherwise provided in herein, this Agreement is intended solely for the benefit of the User and the Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

29.2. Save for the PTD1 Partnership and any Group Entity who shall be entitled to enforce or enjoy the benefit of the terms of this Agreement, a person who is not a party under this Agreement has no right under the laws of any applicable jurisdiction to enforce or to enjoy the benefit of any term of this Agreement.

29.3. It is recorded that certain provisions in this Agreement constitute a *stipulatio alteri* in favour of the PTD1 Partnership and/or Libex or any of the Group Entities, which are capable of acceptance by such parties at anytime, with or without notice to the User's and/or the remaining Parties hereto.

30. **EXECUTION**

This Agreement may be executed electronically by the Company. This Agreement shall not be required to be signed by the User and by the purchase of the Tokens, the User is deemed to accept all the terms and provision herein and to be bound by such terms.

31. **COSTS**

Each Party shall pay its own costs, charges and expenses incurred by it in connection with the preparation, negotiation, execution and performance of this Agreement.

32. **NON-WAIVER**

A failure or delay to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. Any such waiver must be in writing by the Party waiving such right.

33. **ENTIRE AGREEMENT**

This Agreement (including the Schedules hereto and any documents and materials incorporated by reference) constitute the entire agreement between the Parties relating to the User's purchase of the Token from the Company (including any smart contract(s), if any, related to the distribution of the Token) and supersedes all prior or contemporaneous agreements and understandings (including without limitation the Token Documentation, the website or any other marketing material), both written and oral, between the Parties.

34. **ELECTRONIC CONSENTS**

The User agrees to be bound by any affirmation, assent or agreement that the User transmits to the Company or any Group Entity by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent or electronic signature the User gives to receive communications from the Company or any Group Entity solely through electronic transmission (including without limitation, DocuSign). The User agrees that when it clicks on or accepts an "I Agree", "I Consent", "Signature", "Sign here" or other similarly worded button or entry field with his, her or its mouse, keystroke or other device, such agreement or consent will be legally binding and enforceable against the User and will be the legal equivalent of its handwritten signature on an agreement that is printed on paper. The User agrees that the Company or any Group Entity may send the User electronic copies of any and all communications associated with its purchase of the Token.

35. **MISCELLANEOUS**

35.1. The Company may from time to time make modifications to this Agreement (at its sole discretion) which do not materially and adversely affect the rights of the User, which modifications will be effective immediately upon the Company's notification to the User.

35.2. The Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Company's reasonable control.

35.3. Purchasing the Token from the Partnership does not create any form of partnership, joint venture or any other similar relationship between the User and the Partnership, nor cause the Parties to be deemed acting in concert in any respect. The User agrees and acknowledges that all agreements, notices, disclosures, and other communications that

the Company provides to the User, including this Agreement, will be provided in electronic form.

36. **USER**

Signature - SIGNED for and on behalf of [NAME OF USER]

Name:

Designation:

Notice details

Address:

Email:

SCHEDULE 1

Certain Risks Relating to Purchase, Sale and Use of the Token

IMPORTANT NOTE: AS NOTED ELSEWHERE IN THIS AGREEMENT, THE TOKEN IS NOT BEING STRUCTURED OR SOLD AS SECURITIES OR ANY OTHER FORM OF INVESTMENT PRODUCT. ACCORDINGLY, NONE OF THE INFORMATION PRESENTED IN THIS SCHEDULE 1 IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE MADE OR INTENDED.

By purchasing, holding and using the Token, the User expressly acknowledges that it understands and assumes a variety of risks (including without limitation the following risks):

1. Risk of Changes in Functionality

The Token does not have any rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are specifically described in this Agreement and the Token Documentation, and which may subject to the terms hereof change from time to time.

2. The Investment Token is Non-refundable

The PTD1 Partnership is not obliged to provide the Token Holders with a refund related to the Token for any reason, and the Token Holders acknowledge and agree that they will not receive money or other compensation in lieu of a refund. No promises of future performance or price are or will be made in respect to the Token, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Token will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the laws in the jurisdiction of the Token.

3. Risk of Blockchain Level Attacks

As with other decentralised cryptographic tokens based on blockchain technology, the Token is susceptible to attacks which may include attacks by nodes or validators responsible for validating/confirming the Token transactions on the relevant blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, selfish-mining attacks etc. Any successful attacks present a risk to the Libex Platform, Libex and the Token, including, but not limited to, accurate execution and recording of transactions involving the Token.

4. **Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organisations may attempt to interfere with the Libex Platform, Libex or the Token in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, spoofing etc.

5. **Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of the Token and distributed ledger technology is unclear or unsettled in many jurisdictions, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern digital asset markets. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Libex Platform, Libex and the Token. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including Libex and the Token. Regulatory actions could negatively impact the Libex Platform, Libex and the Token in various ways. Any Group Entity may cease operations in a jurisdiction, or even abandon certain features of the project, in the event that regulatory actions, or changes to applicable law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. Laws, regulations, or government policies could impact the legality, issuance, use, and transfer of the Token.

6. **Risks Arising from Taxation**

The tax characterisation of the Token and this Agreement is uncertain. It is possible that the Company and/or the PTD1 Partnership's intended treatment of the Token and this Agreement may be challenged, so that the tax consequences to the User and the Company and/or the PTD1 Partnership relating to the Token and this Agreement could differ from those described above. The User must seek its own tax advice in connection with purchasing, holding and utilising the Token, which may result in adverse tax consequences to the User, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

7. **Risks Related to Corporate Structure**

The legal structure for the Group Entity is bespoke and there is no generally accepted standard or structure for similar projects in the distributed ledger technology space. The legal structure which includes the Group Entity legal structure as well as the Investment structure of an *En*

Commandite partnership which is constituted by the Investment Token Holders has been designed to address certain specific legal risks, and attempt to decentralise the management and control, as well as economic risks and benefits relating to the Company, the PTD1 Partnership, Libex and the Token; but there is no legal precedent for whether these structures are effective, and it is difficult to predict the position that regulators may adopt. The legal structure and contractual arrangements may not be effective in decentralising management and control, thereby adversely affecting the value of the Token. There is also a risk that the regulator shut down the Platform which may adversely affect the Token and the ability to redeem the Token in accordance with the terms hereof.

8. Risks Involving Cloud Storage

As Libex may provide or utilise a decentralised cloud storage service for Users and applications, therefore the services are susceptible to a number of risks related to the storage of data in the cloud. The Libex Platform may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyberattack or other malicious activity. Similarly, the Libex Platform may be interrupted, and files may become temporarily unavailable in the event of such an attack or malicious activity. Because Users can utilise a variety of hardware and software that may interface with Libex, there is the risk that the services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Group Entities do not control. The risk that the Libex Platform may face increasing interruptions and Libex may face additional security vulnerabilities could adversely affect Libex and therefore the Token held by the User.

9. Risks Associated with a lack of Markets for the Token

There is no prior market for the Token and the sale of the Token may not result in an active or liquid market for the Token. The Token is designed to be utilised solely within Libex, hence there may be illiquidity risk with respect to the Token held by the User. The Libex Token is not a currency issued by any central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit nor is it a "commodity" in the usual and traditional sense of that word. The Company nor any Group Entity is responsible for, nor do the Group Entities pursue, the circulation and trading of the Token on any market. Trading of the Libex Token will merely depend on the consensus on its value between the relevant market participants. No one is obliged to purchase any the Token from any holder of the Token, nor does anyone guarantee the liquidity or market price of the Token to any extent at any time. Furthermore, the Token may not be resold to a purchaser who is a citizen, national, resident (tax or otherwise), domiciliary of a Restricted Territory or to purchasers where the purchase of the Token may be in violation of applicable laws. Accordingly, the Company cannot ensure that there will be any demand or market for the Token,

or that the Purchase Price paid for the Token is indicative of any market valuation or market price for the Token.

Even if secondary trading of the Token is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to the Token (e.g. as denominated in a digital or fiat currency), such value may be extremely volatile, and decline below the Purchase Price which the User had paid for the Token, and/or diminish to zero.

10. No Financial Advice

These Terms do not constitute financial, legal, or investment advice. The material presented herein is not intended to be relied upon as the basis for making any investment decisions and is not to be construed as a solicitation or an offer to buy or sell any tokens, cryptocurrencies, securities, or other financial instruments. Libex is not a licensed financial advisor or investment professional, and the information provided herein should not be relied upon for making investment decisions.

11. High Risk

Any investment in Tokens or related projects involves a high degree of risk and as such potential investors should carefully consider their own financial situation and risk tolerance before making any investment decisions. It is important to conduct thorough research and seek legal and financial advice from qualified professionals before engaging in any investment activity.

12. General Investment Risk

No person should consider acquiring more Tokens than he can comfortably afford to lose. Investment in Tokens is speculative in nature and suitable only for sophisticated investors who are aware of the risks involved. Prospective investors who would like more details about any risk factor should contact a qualified financial manager.

Token prices and investments generally may vary in prices and may be influenced by, among other factors -

- changing supply and demand relationships;
- domestic and foreign policies of governments, particularly policies to do with trade or with fiscal and monetary matters;

- political events, particularly elections and those events that may lead to a change in government;
- the outbreak of hostilities;
- adoption of blockchain technology and tokens; and
- economic developments, particularly those related to balance of payments and trade, inflation, money supply, the issue of government debt, changes in official interest rates, monetary revaluations or devaluations and modifications in financial market regulations.

13. **Performance of Investment Programme**

There are no assurances or guarantees that the Investment will be successful.

14. **No Guaranteed Return**

There is no guarantee that an investment in the Investment will earn any positive return. The value of the Investment Token may go down as well as up depending on market, economic, political, regulatory and other conditions affecting the Investment and there can be no assurance that, upon withdrawal or otherwise, any User will receive the amount originally invested or the Redemption Price will be met.

15. **Changes in Applicable Law**

The Company, its Group Entities and its service providers must comply with various legal requirements. Without limitation these legal requirements are imposed by the corporate laws, regulatory laws, securities laws, tax laws and anti-money laundering laws. Should any of such laws change over the term of this Agreement, the legal requirements to which the Company, its Group Entities and its service providers may be subject to could differ materially from current requirements.

Changes to the evolving regulatory environment may adversely affect the Token prices. To the extent that regulators adopt practices of regulatory oversight that create additional compliance, transaction, disclosure or other costs, returns on the Token may be negatively affected. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action that may adversely affect the value of the Investment. The effect of any future regulatory or tax change on the Tokens is impossible to predict.

16. Compensation Arrangements for Service Providers

As described herein, there are certain fees payable to service providers in relation to the Investment and the Tokens which will detract from the return on the Investment.

17. Conflicts of Interest

Conflicts of interest may exist in the structure and operation of Libex's business. Users must rely on the potentially conflicted parties to resolve those conflicts in a manner that does not prejudice the Tokens.

18. Financial Failure of Service Providers and Intermediaries

The institutions with which the Company or the Group Entities does business, including developers, brokerage firms, banks or parties to which securities have been entrusted for custodial purposes, may encounter financial difficulties that may impair their operational capabilities or result in losses to the Token. Some or all of the Token's underlying assets may be held in one or more accounts which may not be segregated from the counterparty's assets or those of its customers. In the event that the counterparty experiences severe financial difficulty, the Company or the Group Entities assets could be frozen and inaccessible for withdrawal or subsequent trading for an extended period of time while the counterparty's business is administered or liquidated, resulting in a potential loss to the Investment.

19. Illiquid Positions

The Investment made by the PTD1 Partnership may be in market that is volatile, and which may become illiquid. Accordingly, it may be impossible (in the event of trading halts or daily price fluctuation limits on the markets traded or otherwise) or expensive to liquidate the positions against which the market is moving. Alternatively, it may not be possible, in certain circumstances, for a position to be initiated or liquidated promptly. The ability of the PTD1 Partnership to respond to movements may be impaired.

An investment in Tokens is suitable only for Users who are in a position to take such risks and who adopt a long-term approach to their investment strategy.

20. Inadequate Return

There can be no assurance that the returns on the Investment will be commensurate with the risk of investment therein. Users should not commit money to the Investment unless they have the resources to sustain the loss of their entire Investment.

21. Interest Rate Fluctuations

The prices of the Investment may be sensitive to interest rate fluctuations. Unexpected fluctuations in interest rates could cause the corresponding prices of the Token's long and short positions to move in directions which were not initially anticipated.

22. Independent Consultants

Each User should consult its own legal, tax and financial advisor regarding the desirability of an investment in the Tokens.

23. Currency Risk

Exchange rates can be volatile and unpredictable. Users should be aware of the possibility of significant changes in rates of exchange between the reference currency of the Token, being the South African Rand, and the currencies that the Users are investing into the Investment.

24. Market Risks

The investment of the Token is subject to normal market fluctuations and the risks inherent in an investment in equity securities and similar instruments and there can be no assurance that appreciation will occur.

25. Political Risk

The value of the Token may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations.

26. Possible Indemnification Obligations

The Company and the Group Entities have agreed, or may agree to indemnify the directors, the service providers under various agreements entered into with such persons against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Company or the PTD1 Partnership. These indemnity obligations may or may not be limited with reference to negligence, bad faith, wilful default or fraud. Any indemnification paid by the Company or the PTD1 Partnership would reduce the distribution available to Users.

27. Regulatory Oversight

The Company is not required to register or submit to regulation or authorisation as a collective investment scheme under the laws of this jurisdiction, nor is such registration contemplated. Accordingly, the provisions of statutes which may provide certain regulatory safeguards to Users will not be applicable.

28. Restrictions on Transfers and Redemptions

An investment in the Tokens provides limited liquidity since an active secondary market is not expected to develop in the Tokens. In addition, the Investment is a medium to long term investment programme. The PTD1 Partnership also may require mandatory redemption of Tokens in certain circumstances as outlined in this Agreement.

29. Valuation of the Investments

Valuation of the Tokens and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value could be adversely affected. Independent pricing information may not be available regarding the Investment. Valuation determinations will be made in good faith. The Investment may from time to time by its very nature be difficult to value accurately. To the extent that the value assigned to any such Investment differs from the actual value, the Net Asset Value may be understated or overstated, as the case may be.

30. Emerging Markets

The PTD1 Partnership or the Company may invest the capital in an Investment domiciled or operating in an emerging markets. Investing in these countries involves considerations and possible risks not typically associated with investing in developed economies. Risks may include instability among some foreign governments, in limited cases the risk of expropriation of assets, changes in governmental administration or economic or monetary policy, currency fluctuations, and changing circumstances in dealings between nations. The application of foreign tax laws (e.g. the imposition of withholding taxes on dividends and/or interest payments) or confiscatory taxation may also affect investment in companies or projects domiciled in these countries. Higher expenses may result from investment in these countries as compared other jurisdictions. Investments in emerging markets could also be affected by other factors, including the lack of uniform accounting, auditing and financial reporting standards and potential difficulties in enforcing contractual obligations. Language is also a risk factor in respect to legal documentation and communications.

31. **No Separate Counsel**

The Company, the PTD1 Partnership, the Libex Platform, the Group Entities and Libex are or may be represented by the same law firms. No separate counsel has been retained by the Company to represent the Token Holders or Users. The law firms have not verified the factual information set forth herein and Users should not invest on the basis that such firms have acted as counsel to them. Further, such law firms do not and will not monitor compliance by any party with the guidelines and restrictions set forth herein.

Schedule 2 – Fees

The following fees are payable in relation to this Investment:

The Platform Mint Fee – 2% once off fee

Compliance Mint Fee – 2% once off fee

Platform Secondary Fee - 4%per trade

Management Fees- as contemplated in the PTD1 Partnership Agreement;

All Authorised Expenses as contemplated in the PTD1 Partnership Agreement;

Other operating expenses

In addition to the fees referred to above, each entity involved in the Investment will bear all other expenses incidental to its operations and business, including but not limited to -

- 1 banking charges;
- 2 directors fees;
- 3 brokerage commissions and consulting fees;
- 4 fees of legal advisors, corporate secretary and independent auditors;
- 5 regulatory and filing fees;
- 6 fees incurred in relation to any litigation;
- 7 any income tax, withholding taxes, transfer taxes and other governmental charges and duties incurred in respect of the Investment or related structures; and
- 8 any other fees associated with the Investment, the Company or the PTD1 Partnership.