

**MacroCosmos Carbon Token (MCT) Holder Agreement: MacroCosmos Creations  
Private Limited**

*This document is solely intended for informational purposes and is not to be construed as a solicitation for investment or an offer to sell or issue any digital tokens, digital currencies, commodities, securities, financial instruments, or other forms of investment to the general public or as a collective investment scheme. It does not constitute an invitation, inducement, or encouragement to engage in any investment activity. This document does not imply or require registration or approval from any regulatory authority in any jurisdiction. Any decision to invest or participate in any investment opportunity should be based on independent legal, financial, and regulatory advice.*

This Agreement pertains to the Token Presale event and explicitly states that no financial instruments are being issued to the Participant.

The tokens referred to in this Agreement, including the MacroCosmos Carbon Token (MCT), are explicitly acknowledged as not being securities and do not possess any rights commonly associated with securities. This Agreement, along with its Annexes or any other integral documents, does not constitute an offer of securities to the public by MacroCosmos Creations (MCC) Private Limited.

It is imperative to understand that the purchase of MCT should not be construed, interpreted, classified, or treated as: (1) currencies; (2) bonds and stocks issued by any institution; (3) units of securities or derivatives such as collective investment schemes and business trusts; (4) rights under contracts for difference and other contracts aimed at guaranteeing investment returns or avoiding losses; (5) rights, options, and derivatives in these bonds and stocks issued by any institution.

THIS TOKEN SALE AGREEMENT (the “Agreement” and/or “Token Presale Agreement”) is made as of today

BETWEEN

MACROCOSMOS CREATIONS PRIVATE LIMITED (hereinafter referred to as “MacroCosmos Creations”), an India corporation entity associated with MCT and the carbon management platform, (hereinafter referred to as the “Company”)

AND

Any person (natural or juridical), who intends to participate in and contribute towards, this public Token Presale and become a Participant (hereinafter referred to as the “Participant”) (Hereinafter singly referred to as the ‘Party’ and collectively referred to as the ‘Parties’)

## **PREAMBLE**

WHEREAS, the Company intends to conduct a Token Presale, during which payments will be accepted in exchange for an allocation of Tokens up to a maximum amount not exceeding the Maximum Token Amount, within the Token Presale Period.

WHEREAS, the funds raised from the Token Presale will be utilized by the Company to develop a platform (the "Platform") that facilitates the creation and release of products and services, including but not limited to, payment functionalities and other services.

WHEREAS, the terms and conditions of the Token Presale, as well as other pertinent information and details about the Tokens, are outlined on the Company's Website and in the Whitepaper.

WHEREAS, the Company declares that it has taken all reasonable care to ensure that the information contained in this Agreement and on the Website is accurate and complete to the best of its knowledge, and that it does not contain any omissions that may affect a Participant's decision to participate in the Token Presale.

WHEREAS, the Token Presale is only applicable to Participants who confirm that they are not Prohibited Participants, as defined by the Company.

WHEREAS, the Company intends to accept payments only in the Coins or tokens denoted on the web page for the Tokens, unless otherwise decided at the discretion of the Company.

WHEREAS, the Tokens are intrinsically linked to the use of the Platform and are not intended or devised to acquire shares, securities, intellectual property rights, or any other form of participation in the Company or money, nor do they entail any expectation of profits.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and with the intention to be legally bound, the parties hereto agree as follows:

### **1. Definitions and Interpretation**

#### **MCT**

The token created and issued by MacroCosmos Creations Private Limited (hereinafter referred to as the "Company"), which may include its subsidiary/ies, parent/s, and/or other related parties involved in the development and completion of the carbon management platform.

#### **The Platform**

A decentralized platform owned and developed by the Company, operating on the basis of blockchain technology and smart contracts.

#### **Dissolution Event**

The Company, at its sole discretion, may initiate the process of dissolution or liquidation upon the occurrence of an event or circumstance that it determines to be necessary, recommendable, or less disadvantageous for the Company to dissolve or liquidate. Such events may include, but are not limited to, the expiration of the Company's term, the occurrence of a triggering event as determined by the Company, or the Company's inability to sustain its operations.

## **Exchange Rate**

The "Exchange Rate" shall be determined as follows: (i) with respect to ETH, the relative ETH/USD exchange rate calculated by the Company based on the averaged ETH/USD exchange rate acquired from CHAINLINK at the time of token purchase; and (ii) with respect to other means of payment, the exchange rate determined by the Company in the same manner and agreed upon with the Participant. The Exchange Rate shall be used for the purpose of calculating the value of the tokens or other payments in the applicable currency at the time of the transaction. Any disputes regarding the Exchange Rate shall be resolved in accordance with the dispute resolution provisions set forth in this agreement. The Company reserves the right to update or modify the Exchange Rate as necessary, in its sole discretion, to reflect changes in market conditions or other factors.

## **Maximum Token Amount**

The "Maximum Token Amount" refers to the total amount of Tokens that are available for purchase during the Token Presale, which is set at 200 million Tokens. The Maximum Token Amount represents the maximum quantity of Tokens that can be acquired by Participants during the Token Presale, subject to the terms and conditions set forth in this agreement. The Company reserves the right to modify or adjust the Maximum Token Amount at its sole discretion, including but not limited to changes due to regulatory requirements, market conditions, or other factors.

## **Token Buying Limit**

The "Token Buying Limit" refers to the minimum number of MCT Tokens that must be purchased by Participants during the Token Presale, which is set at 1000 MCTs. Participants must acquire at least this minimum number of Tokens to participate in the Token Presale. The Token Buying Limit is subject to the terms and conditions of this agreement and may be modified or adjusted by the Company at its sole discretion, including but not limited to changes due to regulatory requirements, market conditions, or other factors. Any modifications or adjustments to the Token Buying Limit shall be communicated to Participants in accordance with the procedures set forth in this agreement.

## **Participant**

The term "Participant" refers to any person, whether natural or juridical, who intends to participate in the Token Presale, acquire and hold Tokens, and become a party to this Token Presale Agreement.

## **Participation Amount**

The "Participation Amount" refers to the amount in ETH or other accepted currency that is paid by a Participant, subject to the USD exchange rate, to purchase MCT Tokens during the Token Presale.

## **Price**

The "Price" is a monetary value set by the Company in terms of USD per Token, which serves as a reference to determine the number of Tokens to be allocated to a Participant based on the Participant's Participation Amount. The Price is used for calculating the quantity of Tokens to be allocated to a Participant during the Token Presale and may be subject to change by the Company at its sole discretion.

## **Prohibited Participant**

The term "Prohibited Participant" refers to:

- (i) Any natural person who wishes to become a Participant and is a citizen, national, resident, or has a similar connecting factor with a country, jurisdiction, or territory where the Token Presale or the holding and use of Tokens or virtual currencies or other tokens are prohibited by laws, regulations, or other practices and policies, including but not limited to the USA or any other jurisdictions where the aforementioned are prohibited; or
- (ii) Any juridical person who wishes to become a Participant and is incorporated, registered, or effectively managed and controlled in such prohibited country, jurisdiction, or territory. This includes any person representing or acting on behalf of such Prohibited Participant/s in any manner or capacity, openly or covertly.

It is expressly understood that Prohibited Participants are not eligible to participate in the Token Presale or acquire and hold Tokens, and any attempt to do so shall be deemed null and void. The Company reserves the right to verify the eligibility of Participants and take appropriate measures to prevent the participation of Prohibited Participants in accordance with applicable laws and regulations.

## **Project**

The Token Presale is undertaken with the overarching goal of creating the Platform and developing the carbon offset projects, reserving carbon credits for sale on our marketplace (see white paper for better information). The purpose of the Token Presale is to generate funds that will be utilized towards the development, implementation, and operation of the Platform and others (as mentioned above), in accordance with the information provided on the Website. The ultimate aim of the Token Presale is to bring the Platform to fruition, as outlined and will be updated on the Website from time to time.

## **Terms**

The Terms of Token Presale, as may be amended from time to time, which shall govern the purchase, use, and management of Tokens and the Platform, including any updates or modifications made by the Company. The Terms outline the rights, responsibilities, and obligations of Participants in the Token Presale, including but not limited to the purchase process, payment terms, Token allocation, and usage of Tokens in accordance with the Company's policies and procedures as stated on the Website or communicated by the Company. Participants are required to review and accept the Terms before participating in the Token Presale, and any changes or amendments to the Terms will be effective upon their publication on the Company's Website or other official channels.

## **Token**

The "MCT" token is a utility cryptographic decentralized token that is based on the Platform. It is primarily intended for use, access, or participation in the Platform as outlined on the Website. The MCT token may have additional functionality, benefits, or features as determined by the Company, and it may be subject to specific terms, conditions, and limitations as stated in the Token Holder Agreement or other relevant documents. The MCT token is not intended to be used as an investment, security, or financial instrument, and its value may fluctuate based on various factors, including market demand and usage within the

Platform. Participants in the Token Presale acknowledge and understand the nature of the MCT token and its intended purpose as a utility token for use within the Platform.

### **Token Presale**

The Company's offering of Tokens to Participants, currently conducted in three Phases (or as amended by the Company based on circumstances), as outlined in this Agreement. The Token Presale will take place on the Company's Website and may also be offered on other platforms in the secondary market, such as exchanges, in accordance with the terms and conditions set forth in this Agreement. The Company reserves the right to modify the number of Phases or the structure of the Token Presale based on circumstances, as deemed necessary by the Company.

### **Token Presale Period**

The period commencing from the date and time of Token Presale launch (to be announced on the Website) and extending for a duration of up to four (4) months, or until the Maximum Token Amount has been reached, whichever comes first. The Company reserves the right to adjust the duration of the Token Presale Period based on its requirements and circumstances, as deemed necessary by the Company. Any such adjustments will be communicated on the Website or through other official channels of the Company.

### **Wallet**

A private key or combination of private keys associated with an Ethereum-based digital wallet that possesses a unique address, enabling it to receive, store, and transfer ERC-20 and MCT Tokens. The Wallet is essential for the acquisition, ownership, and transfer of MCT Tokens, and must be kept secure and confidential by the Participant at all times.

### **The Website**

The online platform is accessible via the domain [www.macrocosmoscreations.com](http://www.macrocosmoscreations.com), including all its subdomains, or any other website as designated by the Company from time to time. It serves as the official website for the Token Presale and provides information, updates, and instructions related to the purchase and use of MCT Tokens.

### **Terms and context**

Country, Jurisdiction, and Territory: The terms "country," "jurisdiction," and "territory" used in this Agreement may be used interchangeably and shall have the same meaning. They shall also be taken to include any determinate geographic location to the extent applicable in this Agreement.

**Holding of Tokens:** The term "holding" used in relation to the MCT Tokens shall be construed to include holding in any manner, including but not limited to "ownership" and "possession", whether in the Participant's own name or on behalf of others.

**Use of Tokens:** The term "use" with respect to the MCT Tokens shall be construed to include "trade," "barter," "exchange," or "utilizing" the Tokens in any other manner, whether in the Participant's own name or on behalf of others.

**Wallet:** The term "Wallet" shall be construed to include "digital vault" or any other storage mechanism, and these terms may be used interchangeably within this Agreement.

**Pronouns and Terms of Address:** The terms "you," "your," "he," "she," "contributor," and "participant" may be used interchangeably within this Agreement and shall have the same meaning as the definition of Participant above. The terms "we," "us," "our," and "company" may be used interchangeably within this Agreement and shall have the same meaning as the definition of Company above.

**Headings:** The headings used in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

**Gender and Number:** Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders, and the singular shall include the plural, and vice versa, unless otherwise specified in this Agreement.

## **2. The process and the sale**

**Agreement:** The Token Presale process, as detailed on the Website, constitutes an offer by the Company to sell MCT tokens to the public during the Token Presale. The Company has the discretion to determine the Token Buying Limit, and shall not be obligated to sell tokens that are below such limit. By accepting this Agreement, the Participant acknowledges and agrees that acceptance of the Agreement, the Terms, and any other documents made via the Website, along with the payment made by the Participant, shall create a legally binding contract between the Participant and the Company.

**Non-Refundable Payment:** In the event that the Company refuses to accept the payment as outlined in this Agreement, the Participant acknowledges that the payment shall be non-refundable.

**Payment Methods:** The Company intends to accept contributions in ETH through Metamask or by any other wallets for the purchase of Tokens. However, the Company reserves the right to accept other or additional payment methods and currencies at its discretion.

**Allocation of Tokens:** The allocation of Tokens is at the sole discretion of the Company and is contingent upon the Participant meeting the following cumulative conditions: (a) the Participant has accepted the terms of this Agreement, its Annexes, and any other documents forming part of the Contract via the Website; (b) the Participant has made the payment as confirmed by the Company; (c) the number of MCT tokens bought by the Participant satisfies the Token Buying Limit during the Token Presale, unless otherwise accepted by the Company; (d) the Company has received and is satisfied with the documentation requested in **Annex I**; (e) the Company has no reason to believe that the Representations made in **Annex II** are incorrect or false.

**Transfer of Tokens:** Upon fulfillment of all the above cumulative conditions, the transfer of Tokens shall be made electronically to the Participant's designated Wallet, within a reasonable time period as per the **vesting schedule (Annex - III)**, which may vary

depending on the number of tokens bought in the Token Presale, after the Token Presale Period ends.

**Rectification of Non-Fulfilled Conditions:** If any of the above cumulative conditions have not been satisfied by the Participant, the Company may request the Participant to rectify the situation and satisfy the said conditions immediately. Failure to do so within a reasonable time period may result in the Company reserving the right to return the payment/contribution to the Participant.

**Transferability of Tokens:** The Tokens shall not be transferable until the Presale Period ends, and/or the maximum Token Amount has been allocated to the Participants.

### **3. Participation Principles in Token Presale**

**3.1. Prohibited Participants:** The Participant acknowledges that Tokens are not available to any Prohibited Participant as defined above, and the Company retains the right to refuse transfer of Tokens to any Prohibited Participant.

**3.2. Compliance with Applicable Legislation:** The Participant understands and agrees that it is their responsibility to comply with any legislation relevant to their country of residence or domicile regarding the acquisition of Tokens. The Participant represents and warrants that, to the extent they are not a Prohibited Participant, it is their obligation to inform themselves and ensure that any prior or subsequent approval, notification, registration, or license required, if any, is obtained.

**3.3. Token Allocation:** All Tokens allocated from the Company are final, and no refunds or cancellations are allowed, except as required by applicable law or as set forth in section 4 of this Agreement. The Company reserves the right to refuse or cancel the acquisition of Tokens at its sole discretion.

**3.4. Tokens Not Securities:** The Participant confirms their understanding that Tokens are not securities and do not carry any rights commonly associated with securities, including rights related to corporate decision making, dividends, votes, proceeds upon liquidation, or other payment rights from the Company. Tokens are solely intended for use on the Platform, and the Participant's rights are limited to statutory and contractual rights according to Law.

**3.5. Intellectual Property:** The Participant acknowledges that the Company retains all right, title, and interest in its intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information, and data pertaining to the Website, the Project, and Tokens, whether or not patentable, copyrightable, or protectable in trademark. The Participant may not use any of the Company's intellectual property without the Company's express, prior, written consent.

**3.6. No Exclusive Relationship:** Acquiring Tokens by the Participant does not create any exclusive relationship, partnership, joint venture, employment, or agency between the Participant and the Company.

**3.7. Transfer of Tokens:** The Participant acknowledges that the Company shall transfer Tokens only after the Token Presale is closed, and documentation requested in Annex I ,

Annex II and other verifications have been passed and approved by the Company at its sole discretion.

#### **4. Dissolution Event**

4.1. If a Dissolution Event occurs prior to the Token Presale end date, the Company shall refund to the Participant an amount equal to the Participation Amount, payable promptly prior to, or concurrently with, the consummation of the Dissolution Event, subject to the rights and privileges of creditors under the applicable laws of India. Such refund shall be made in accordance with the Company's obligations and responsibilities as determined by the applicable legal and regulatory requirements, and the Participant shall have no further claims or entitlements against the Company, except as may be provided under the applicable laws and regulations governing the Dissolution Event.

4.2. If, immediately prior to the consummation of the Dissolution Event, the assets of the Company that remain legally available for distribution to the Participant and all other participants who have entered into this Agreement separately, as determined in good faith by the Company's board of directors, are insufficient to permit the payment of their respective Participation Amounts, then the remaining assets of the Company that are legally available for distribution, after all distributions to shareholders and creditors, shall be distributed with equal priority and pro-rata among the Participants in proportion to their respective Participation Amounts, in accordance with the Company's obligations and responsibilities as determined by the applicable legal and regulatory requirements. The Company's determination of the available assets, priority of distribution, and pro-rata allocation among Participants shall be conclusive and binding, and the Participants shall have no further claims or entitlements against the Company, except as may be provided under the applicable laws and regulations governing the Dissolution Event.

#### **5. Termination**

This Agreement shall expire and terminate upon the earlier of: (i) the allocation of Tokens to the Participant in accordance with Section 2 or the refund of the Participation Amount to the Participant, as the case may be; or (ii) the payment, or setting aside for payment, of amounts due to the Participant in accordance with Section 4. All provisions of this Agreement which by their nature should survive termination, including but not limited to disclaimers or limitations of obligations or liability and indemnity, shall survive termination and remain in full force and effect, binding upon the Parties, and continue to be enforceable in accordance with their respective terms, notwithstanding the termination of this Agreement.

#### **6. Representations and Warranties of the Company**

6.1. **Organization and Existence:** The Company is a company duly organized and validly existing under the laws of the jurisdiction of its incorporation, and it has the power and authority to own and lease its properties and carry on its business as currently conducted and as proposed to be conducted.



6.2. **Authority:** The Company has the legal right, full power, and authority to enter into, execute, deliver, and perform its obligations under this Agreement.

6.3. **Authorization and Execution:** The execution and performance of this Agreement by the Company have been duly authorized by all necessary actions of the Company, and this Agreement has been duly executed and delivered by the Company.

6.4. **Compliance with Laws and Obligations:** The execution and performance of this Agreement by the Company do not and will not breach any agreement or obligation by which the Company is bound, and do not and will not violate or infringe any applicable law or tax regulations.

6.5. **Enforceability:** This Agreement, once executed, will constitute legal, valid, binding, and enforceable obligations of the Company, in accordance with its terms, and enforceable against the Company in accordance with its terms.

## **7. Representations and Warranties of the Participant**

The Participant represents and warrants to the Company, in legally binding terms, as following:

7.1. **Legal Existence:** The Participant is either an individual or a legal entity that has been duly organized and is validly existing under the laws of the jurisdiction of its incorporation.

7.2. **Legal Authority:** The Participant has the legal right, full power, and authority to enter into, execute, deliver, and perform its obligations under the Agreement.

7.3. **Company Authorization:** The execution and performance of the Agreement by the Company have been duly authorized by all necessary actions of the Company, and the Agreement has been duly executed and delivered by the Company.

7.4. **Compliance with Laws and Obligations:** The execution and performance of the Agreement by the Participant will not breach any agreement or obligation by which the Participant is bound, and will not violate or infringe any applicable law or tax regulations.

7.5. **Participation on Own Account:** The Participation Amount provided by the Participant is done so on its own account and not as a nominee or agent, and the Participant has no intention of selling, granting any participation in, or otherwise distributing any interest it has under the Participation Amount or in connection with the Agreement.

**7.6. No Prior Contracts or Arrangements:** The Participant has no contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participations to such person or any third party with respect to the Agreement and/or the Participation Amount.

**7.7. Ability to Evaluate Risks:** The Participant acknowledges that it is a participant in a Project in its development stage, and it is able to fend for itself, bear the economic risk of acquiring Tokens, and has the knowledge and experience in financial or business matters to evaluate the merits and risks of the Agreement.

**7.8. Knowledge and Experience:** The Participant has the knowledge, experience, and sophistication in financial, tax, business, and technology matters to evaluate the legal, economic, and other merits and risks associated with the Agreement and the transactions contemplated thereby, including subscribing for Tokens, and can make an informed decision in this regard. The Participant acknowledges and accepts the risks associated with entering into the Agreement, including the possible participation in the Token Presale.

**7.9. Tax Responsibility:** The Participant warrants that it is responsible for determining and complying with any applicable taxes, including but not limited to Presale, use, value-added, and similar taxes. Any amount paid by the Participant for Tokens is exclusive of all applicable taxes, and it is the Participant's responsibility to withhold, collect, report, and remit any taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any Presale, use, value-added, or similar tax arising from the purchase of Tokens.

**7.10. Tokens Attributes:** The Participant understands and agrees that the Tokens have no rights, uses, attributes, purposes, functionalities, or features, express or implied, except those provided by the Platform and as explained on the Webpage.

**7.11. Representations:** The Participant further warrants the representations made in **Annex II** of the Agreement.

## **8. Taxes & Indemnity**

The Participant shall be solely responsible for the payment of all applicable taxes and duties, if any, that may arise in connection with its acquisition under this Agreement. The Buyer agrees to defend, indemnify, and hold harmless the Company, its directors, officers, members, employees, agents, attorneys, representatives, affiliates, and associates (collectively referred to as "Indemnified Parties") from any and all claims, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorney's fees, arising out of or relating to any third-party claim concerning this Agreement, including, without limitation, any claims related to taxes and duties mentioned herein. The Buyer shall bear all costs and expenses incurred by the Indemnified Parties in connection with any such claims, and shall promptly reimburse the Indemnified Parties for any damages, costs, or losses incurred by them. This indemnity obligation of the Buyer shall survive the termination or expiration of this Agreement.

## **9. Disclaimers: Limitation of Liability**

The acquisition of Tokens under this Agreement, the use of Tokens, and the Platform are provided on an 'as is' and 'as available' basis. The Company and its affiliates make no representations of any kind, express, implied, statutory, or otherwise, regarding the acquisition of Tokens under this Agreement, and the Platform, including any warranty that the Platform will be uninterrupted, error-free, or free of harmful components, or that any content will be secure or not otherwise lost or damaged. Except to the extent prohibited by law, the Company, its directors, officers, members, employees, agents, attorneys, representatives, affiliates, and associates do not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary, or otherwise), resulting from any use of, or inability to use Tokens, the Platform, or the material, information, software, facilities, or content on the Platform, as well as from the acquisition of Tokens, regardless of the basis upon which the liability is claimed. Buyer assumes all risk of loss resulting from, concerning, or associated with risks set forth in this Agreement, which are hereby incorporated by reference into this Agreement.

## **10. Privacy Policy**

10.1 The Company recognizes and respects the privacy of Participants and acknowledges that it does not require any unnecessary information for the acquisition and use of Tokens and/or Platform, or to fulfill its obligations under applicable law. The Company and its Providers, directors, officers, members, employees, agents, attorneys, representatives, affiliates, and associates are committed to maintaining the confidentiality of any non-public proprietary, documents, or confidential information obtained as a result of the relationship between the Parties under the Terms, except as required by law, regulations, rules, or agreements.

10.2 However, the Company reserves the right to request, at its sole discretion, information and/or documentation from the Participant that it deems necessary to comply with any applicable law or regulation in connection with the acquisition and use of Tokens and/or Platform. The Participant agrees to promptly provide the Company and/or the Providers with such information upon request, and acknowledges that the Company and/or the Providers may withhold Services until the requested information has been provided and determined to be permissible under applicable law or regulation. The Company and/or the Providers may also require additional due diligence documentation to comply with any new or amended regulation that may come into force in the future.

10.3 The Parties agree that the terms of the Agreement are subject to a duty of confidentiality on the part of the Company. The Company is committed to maintaining confidentiality and undertakes not to disclose any non-public proprietary, documents, or confidential information obtained as a result of this Agreement to any person, for as long as such information remains non-public, unless such disclosure is duly authorized or required by law.

10.4 The duty of confidentiality does not apply to communications related to an illegal purpose or documents or facts showing the commission of a crime or fraud after the

commencement of this engagement. Additionally, the Company may have a duty, without informing the Participant, to notify the police if it suspects that any property or money represents proceeds of corruption, drug trafficking, or other serious crime, or belongs to a terrorist or terrorist entity. Furthermore, the Company shall not be liable for any consequences of any disclosure made in good faith and in accordance with applicable law to protect its own interests, and the Participant acknowledges that the Company is not bound by confidentiality obligations when disclosure is necessary in the Company's opinion to protect its own interests.

## **11. Disclosure of Certain Risk Factors associated with Tokens**

The Participant acknowledges and understands that acquiring Tokens involves significant risks, including, but not limited to, the following (as defined in the Agreement to which this disclosure is attached):

11.1. The Company has no operational history and may not have a track record of success.

11.2. The Company has sole discretion in conducting its business, including the offer, maintenance, and use of Tokens and the Platform. The Participant will not have the ability to influence the Company's performance or decisions.

11.3. Acquiring Tokens may have limited liquidity as there may be no market for the Tokens at the time of the Token Presale Event, and a market may not develop. Tokens are suitable only for sophisticated and experienced Participants who are financially able to hold their Tokens for an indefinite period and can afford to lose their entire Participation Amount.

11.4. Acquiring Tokens is highly volatile and speculative, and is considered highly risky. The Participant understands and accepts the inherent risks associated with Tokens, including, but not limited to:

(a) Decentralization of blockchain technology, (b) Money laundering, (c) Fraud, (d) Anonymity of transactions, (e) Exploitation for illegal purposes, (f) Theft, (g) Instability and other flaws of exchanges or brokers/custodians, and (h) Lack of regulation of Tokens as of the date of this disclosure.

11.5. The Participant understands and accepts that the software and hardware, technology, and technical concepts and theories used by issuers of Tokens are still in an early development stage and unproven. There is no warranty that the technology will be uninterrupted or error-free, and there is an inherent risk that the technology could contain weaknesses, vulnerabilities, or bugs that could result in the complete loss of Tokens and the Participant's entire Participation Amount.

11.6. The Participant understands and accepts that the distribution of Tokens and the development of the Project through the Token Presale may be abandoned for various reasons, including, but not limited to, failure of the Project, lack of interest from the industry or the public, lack of funding, lack of commercial success, or competition from other projects. Therefore, there is no assurance that even if the Project is partially or fully developed and

launched, the Participant may receive any functionality through the Tokens held, and the Tokens may become worthless. The Participant further understands and accepts that the Project may give rise to other alternative projects promoted by third parties unaffiliated with the Token issuer, under which the Tokens may have no intrinsic value.

11.7. Tokens are usually accessed using a private key that corresponds to the Wallet where they are stored. The Participant understands and accepts that if the private key or the "seed" used to create the address and corresponding private key is lost or stolen, the Tokens associated with the Participant's address may be unrecoverable and permanently lost.

11.8. The Participant understands and accepts that the underlying software application and software platform of Tokens, the Platform, the internet, the blockchain network, the Participant, and other involved software, technology components, and/or platforms concerned with Tokens may be exposed to attacks by hackers or other individuals, resulting in theft or loss of Tokens and the Participant's entire Participation Amount.

11.9. The Participant understands and accepts that public blockchain-based systems depend on independent validators and may be vulnerable to consensus attacks, including, but not limited to, double-spend attacks, majority voting power attacks, race condition attacks, and censorship attacks. Any successful attacks present a risk to the system's proper execution and sequencing of Token-related transactions, software computations, and may result in the loss of the Participant's entire Participation Amount.

## **12. Miscellaneous**

12.1 Repayment of the Participation Amount or distribution of Tokens in accordance with Sections 4 or 5 above will constitute the full and final discharge of any and all obligations of the Company hereunder and thereupon this Agreement shall terminate and be void in its entirety with no further obligations of the Company.

12.2 The Company may withhold any amounts required by applicable law from any repayment or conversion of the Participation Amount. The Company may condition any repayment or conversion of the Participation Amount on the Participant satisfying any such withholding obligations.

12.3 Neither this Agreement nor any rights or obligations hereunder may be assigned by the Participant, in whole or in part, without the express prior written consent of the Company. The Company may transfer and assign its rights and obligations hereunder to any other natural or juridical person, to another affiliate, including any entity controlled, controlling or under common control with the Company, to a third party that acquires all or substantially all of the assets subject to this Agreement or securities of the Company or any entity into which the Company shall merge or any affiliate thereof.

12.4 All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by fax or email or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger. Any notice sent in accordance with this Section 12 shall be effective (i) if mailed, seven (7) days after mailing, (ii) if sent by messenger, upon delivery, and (iii) if sent via fax or email, on the first business day following transmission accompanied by

delivery notification.

### **13. Amendments**

The Company reserves the sole right to accept or reject any proposed amendment to this Agreement, in its absolute discretion. Any waiver, modification, or amendment of any provision of this Agreement must be in writing and signed by both the Company and the Participant. The Company may choose to waive its rights or remedies or modify or amend any provision of this Agreement on a case-by-case basis, in its sole discretion, without any obligation to justify or explain its decision to the Participant. No waiver, modification, or amendment of any provision of this Agreement shall be deemed a waiver, modification, or amendment of any other provision, or a waiver of any subsequent default, breach, or obligation of the Participant. This provision helps ensure that any future changes to the Agreement are made in a clear and transparent manner, and that the Company maintains full control over any proposed modifications or amendments, without being bound by any obligation to accept or justify such proposals.

### **14. Validity of the Agreement**

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by the law of any jurisdiction, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of any other provision of this Agreement, and the parties shall continue to be bound by the remaining provisions. The parties agree that any illegal, invalid, or unenforceable provision shall be replaced with a valid and enforceable provision that best achieves the original intent of the parties, and that such replacement shall be binding upon the parties.

### **15. Applicable law and jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. Any legal action or proceeding arising out of or in connection with this Agreement shall be exclusively brought in the courts of India, and the parties hereby submit to the exclusive jurisdiction of such courts for the purpose of any such legal action or proceeding. The parties waive any objection to the venue of any such action or proceeding in such courts and agree not to assert any defense or challenge based on forum non conveniens or any similar doctrine or theory.

### **16. Entire agreement**

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous statements, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be binding unless it is in writing and signed by both Parties. Any representations, promises, warranties, or statements not expressly set forth in this Agreement shall not be binding. The Parties acknowledge and agree that they have not

relied on any representation, promise, warranty, or statement, whether written or oral, that is not expressly set forth in this Agreement.

## **Annex I-KYC**

### **Individual Participants:**

For participants that purchase MCT Tokens during Presale, they shall require to submit the following documents for KYC on our platform at the time of claiming tokens:

1. A copy of National ID or Passport; and 2. Proof of Residential Address (i.e. copy of utility bill not older than three months or bank account details with address).

The Company reserves the right to request further documentation and/or the certification of the documentation.

### **Corporate or other Participants:**

For KYC you will be asked to provide the Company with 1. Copy of Certificate of Incorporation or similar Constitutive Document. 2. Copy of Representative of the company/Shareholders Register, Stockholders Ledger or Certificate of Incumbency (or any similar corporate document showing the shareholders of the entity). 3. For each ultimate beneficial holder of the entity – Copy of National ID or Passport; 4. For each ultimate beneficial holder of the entity - Proof of Residential Address (i.e. a copy of utility bill not older than three months or bank account details with address).

The Company reserves the right to request further documentation and/or the certification of the documentation.

## **Annex II - Representations**

In connection with the Token Presale and allocation of Tokens from the Company, the Participant hereby confirms, represents, warrants, and agrees as follows:

- The Metamask or any other Wallet used to make the Contribution to the Project is beneficially owned by the Participant. If Tokens are to be sent to another Wallet, the Participant confirms that said Wallet, the details of which shall be provided to the Company, is also beneficially owned by the Participant.
- The Participant is not a Prohibited Participant as defined.
- The Participant, as well as their immediate family members and/or close associates, are not Politically Exposed Persons.
- The Participant has never been adjudged bankrupt.
- The Participant has never been subject to any investigation by any governmental, professional, regulatory, or statutory body.
- The Participant has never been a director, shareholder, or manager of a business entity that has been the subject of any investigation as mentioned above, or that has been adjudged bankrupt, compulsorily wound up, or has made any compromise or arrangement with its creditors.
- The Participant has never been convicted of any criminal offence in any jurisdiction, except for minor offences related to the use of a motor vehicle, and there are no criminal proceedings pending against the Participant in any jurisdiction.
- The Participant confirms that none of the property contributed to the Company as part of the Token Presale has been derived from, or is related to, any activity that is deemed criminal under the laws of any applicable jurisdiction.
- No payment made by the Participant to the Company, and no allocation of Tokens from the Company to the Participant, shall cause the Company and/or the Providers to be in violation of the Prevention of Money Laundering Act, 2002

(Money Laundering Act of 2002) and AML guidelines on combating the financing of terrorism (CFT).

**Additional Information:**

- (a) The Participant agrees to provide the Company with any additional information that the Company deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities.
- (b) The Participant understands that the Company may release confidential information about the Participant and, if applicable, any underlying beneficial owners, if the Company, in its sole discretion, determines that it is in the best interest of the Company in light of relevant rules and regulations. The Participant undertakes to promptly notify the Company if at any time they are unable to satisfy the agreements set forth herein or if the representations set forth herein cease to be true.

**Annex III - Vesting Schedule for Tokens Purchased during Token Presale**

No. of tokens bought (T)	Vesting schedule
0.001 million - 1 million	100% - On the day after the lock-in period.
1 million < T < 10 million	25% - On the day after the lock-in period, 25% - 30 days after the lock-in period, 25% - 60 days after the lock-in period, 25% - 90 days after the lock-in period
10 million < T < 50 million	15% - On the day after the lock-in period, 15% - 30 days after the lock-in period, 15% - 60 days after the lock-in period, 15% - 90 days after the lock-in period 15% - 120 days after the lock-in period 25% - 150 days after the lock-in period
50 million < T < 200 million	15% - On the day after the lock-in period, 15% - 30 days after the lock-in period, 15% - 60 days after the lock-in period, 15% - 90 days after the lock-in period 15% - 120 days after the lock-in period 25% - 150 days after the lock-in period

**Disclaimer:** The vesting schedule provided herein is for illustrative purposes only and is subject to change in accordance with applicable laws, regulations, and the terms and conditions of the token sale. The Company reserves the right to modify or amend the vesting schedule at its sole discretion, including but not limited to changes due to changes in business strategy, regulatory requirements, or market conditions. Token holders are advised to review the final vesting schedule as set forth in the official token holder agreement, which shall supersede any previous versions or representations.

**Last Revised - June 29th, 2023**