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## INVESTMENT AGREEMENT

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

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

### 1. Definitions and Interpretations

**1.1. Investor** – party granting the investment to the Investment Recipient for achieving the goals (investment activity results) as stipulated by the Agreement.

**1.2. Investment Recipient** – party receiving the investment for achieving the goals (investment activity result) as stipulated by the Agreement.

**1.3. Investment** – own, loan and/or raised monetary funds invested by the Investor in accordance with the Agreement.

**1.4. Investment Activity** – activity with the transferred investment for achieving the goals – the investment activity result – for which the Investment is provided.

**1.5. Investment Activity Result** – achieving the goals for which the Investment is provided and/or for obtaining any other beneficial effect.

**1.6. Personal account** – a virtual personal account of the Investor located on the Investment Recipient servers and found at <https://regolith.com>, which can be accessed after the authorization procedure (entering the login and password that only the Investor knows).

**1.7. Investment share** – a unit of measuring the investment participation in the project. The electronic copy of the share is shown in the Personal Account of the Investor.

**1.8. The current evaluation of the Investment** – the sum of the initial investment and the profit of the proportional investment or as the difference between the initial investment and loss of the proportional investment.

**1.9. Price list** – a ranked list of prices established in the company taking into account the discounts and other (special) conditions. Applied for different categories of Investors including the sum and the number of Shares (Packages of Shares).

### 2. Agreement scope

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

**2.2.** After providing the Investment in accordance with the conditions of the present Agreement, the Recipient undertakes to provide capital and investment management services, investment portfolio at its own discretion in the interests of the Investor.

Transactions for the clients will be executed through brokers selected by the Investment Recipient. The Investment Recipient will seek to obtain the best execution for the client, taking into account the following factors:

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

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

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

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

### **3. Term of Agreement**

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

**3.2.** The Agreement Acceptance is taking by the Investor of all of the following actions:

- Expressing consent with all Agreement conditions by means of checking the box of the corresponding item in the Personal account.

Transferring the Investment to the Recipient account in accordance with the procedure stipulated in clause 4 of the Agreement.

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

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

### **4. Procedure of Settlement**

**4.1.** The Investment under the Agreement is determined in the monetary form, the main currency is USA dollars (hereafter – USD). If so agreed, the Parties may accommodate transferring the investment in other currency.

**4.2.** The Investment is delivered by the Investor in accordance with the conditions of the Agreement by means of transferring the desired sum to the account of the Investment Recipient. The Investment sum is stated in the Schedules to the present Agreement.

**4.3.** The Investment sum is shown in the Personal account of the Investor during seven business days from the moment when the funds are credited to the account of the Investment Recipient.

**4.4.** After the Investment sum is actually delivered by the Investor and shown in the Personal account, the Investor gets the right to choose and get the desired Package of Shares in accordance with the established for the Investor Price list within the range of the available funds sum.

**4.5.** The Investment Recipient reserves the right to unilaterally introduce amendments to the Rules of making investment to provide effective implementation of the investment Project. Such amendments come into force from the moment of placing the amended text in the personal account of the investor unless another effective date is additionally specified there.

**4.6.** The way of transferring the Investment under the Agreement is crediting the monetary funds by the Investor in USA dollars or other currency agreed by the Parties to the account of the Investment Recipient stated in the Personal account of the Investor. The payment obligations of the Investor under the Agreement are considered to be fulfilled from the day when the monetary funds are credited to the account of the Investment Recipient and choosing the desired share package for investment as stipulated in clause 4.4 of the present Agreement.

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**4.7.** The Investor has the right to increase the sum of investment in accordance with the current Price list on a common basis.

## **5. The Procedure of Implementing Investment Activity**

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

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

**5.3.** The Investment Recipient accepts full discretionary authority to manage a investment portfolio on behalf of the Investor. The Investor grant full trading discretion through this agreement or applicable governing documents. The Investor allows to the Investment Recipient to determine asset selection, pricing and timing of purchases and sales of individual securities without prior approval from the Investor.

This includes the authority to direct the investment and reinvestment of any and all assets in client accounts in any type of security or any type of program as deemed to be appropriate by Company and not prohibited

under the Investment Policy to achieve the stated goals of the Investor. This also includes the authority to vote Investor proxies pursuant to the terms described below. In some cases Investor have the option to decide which investment instruments are purchased into their portfolios.

## **6. Liability of the Parties and Warranties**

### **6.1. The Investment Recipient undertakes to:**

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

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

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

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

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

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

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

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

### **6.2. The Investor undertakes to:**

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

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

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

**6.2.4.** The Investor assumes the obligation to pay all taxes and fees of any state authority resulting from the execution of this Agreement.

### **6.3. The Investment Recipient is entitled to:**

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

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

**6.3.3.** Exercise other rights granted by the Agreement.

**6.3.4.** The Investor is not entitled to partially and/or fully assign their contractual rights to any third party, which includes giving the Personal account login and password to any third party.

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

**6.5. The Investor liability and warranties:**

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

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

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

**6.6. The Investment Recipient liability and warranties:**

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

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

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

**7. Property Rights**

**7.1.** The recipient of the Investment undertakes to pay the Investor profit in the form of a dividend less commission from the carried interest from the Investment, if any, once a quarter.

**7.2.** After the Investor reaches the expressed result of the Investment, the recipient of the Investment undertakes to return the Investment to the Investor at the current valuation less GST, transaction fee, success fee, unless otherwise specified, after the Investment is completed.

**7.3.** The Investor is entitled at any time to request a partial return of the Investment share at the current valuation.

**7.3.1.** Within 5 working days after the request for partial return of investment, the Company will fix the position of this investment share and return the funds to the Investor less compensation, if any. If it is impossible to sell the asset within 5 working days, it is sold at the first opportunity with the subsequent transfer of money to the Investor.

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

**8. Grounds and Procedure of Agreement**

**Termination**

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

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

**8.3.** The investment Recipient may terminate the Agreement unilaterally if:

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

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

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

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

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

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

**9. Dispute Settlement**

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

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

#### **10. Force Majeure**

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

**10.2.** The Party that fails to comply with its obligations under the Agreement shall as soon as reasonably possible but not later than 5 (five) calendar days after the event of force majeure send a written notification to the other Party providing the supporting documents issued by the competent authorities.

#### **11. Miscellaneous**

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

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

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

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

#### **12. Addresses, Signatures and Details of the Parties**

##### **COMPANY**

##### **Regolith LLC**

Registration number: 3009LLC2023

Registered: 11.04.2023

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

Mailing address: P. O. Box 2897, Kingstown, VC0100, St. Vincent and the Grenadines

**E-mail: info@regolith.pro**

