
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 the target application (Target Application of the Investment) provided for in the Agreement.

1.2. Investment Recipient – party receiving the Investment for the target application (Target Application of the Investment) provided for in the Agreement.

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

1.4. Target Application of the Investment- Distributing Investments to enable Retrodrop (token distribution method used to reward active project participants.)

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

1.6. 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.

1.7. 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.

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 Target Application of the Investment.

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 third parties by the Investment Recipient. The Investment Recipient will seek to obtain the best execution for the client, taking into account the following factor, that the Target Application of the Investment is highly risky.

The Investor understands and realises that Investor may lose up to 100% (one hundred) percent of the total amount of the Investment.

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 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.

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.pro>, <https://regolith.com>, <https://regolith.fund>, <https://перолит.рф>, <https://rigolith.com>, <https://rigolith.com> 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. 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.

4.5. 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.

4.6. 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.

6. Liability of the Parties and Warranties

6.1. The Investment Recipient undertakes to:

6.1.1. Provide Project financing in accordance with the Target Application of the Investment 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 assets of the Investor in the Personal account (virtual account) by means of showing the data.

6.1.8. If there is profit from the Target Application of the Investment, credit this profit to the Investor's Personal account, less Carried interest, for further disposal of funds by the Investor.

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.

6.4. The Investor liability and warranties:

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

6.4.2. 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.

6.4.3. 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.

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

6.5. The Investment Recipient liability and warranties:

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

6.6. 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.

6.7. 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.

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

7. Payments and fees

7.1. Commissions and fees do not include VAT, payments and expenses of third parties, unless otherwise stated.

7.2. The investor agrees and understands that the Recipient of the Investment will retain carried interest - this is a commission paid in the amount of 30% (thirty) percent (of the profit from the transaction) for the successful completion of the transaction.

7.3. At the discretion of the Investment Recipient, carried interest may be reduced to 5% (five) percent (of the profit from the transaction), for successful completion deal.

8. Limitation of Liability; No Warranties.

8.1. COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THE RESULTS TO BE ACHIEVED THROUGH THEIR USE. COMPANY AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, AND NON-INFRINGEMENT. COMPANY AND AFFILIATES DO NOT WARRANT THE ACCURACY, QUALITY, CONSISTENCY, TIMELINESS, RELIABILITY, PERFORMANCE, COMPLETENESS, CONTINUING AVAILABILITY, TITLE OR NON-INFRINGEMENT OF ANY DATA OR THIRD PARTY PROVIDER SERVICES USED IN CONNECTION ENIA WITH AGREEMENT.

8.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES, THE COMPANY, ITS AFFILIATES, AND ITS CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSSES EXCEPT THAT THE COMPANY SHALL BE RESPONSIBLE FOR ANY LOSSES TO THE EXTENT THAT SUCH LOSSES ARISE FROM THE COMPANY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, CONTROLLING PERSONS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE TO INVESTOR OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND FOR LOST PROFITS OR REVENUES, TRADING LOSSES, INACCURATE DISTRIBUTIONS, LOSS OF BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE.

9. Dispute Settlement

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

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

10. Force Majeure

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

10.2. The Party that fails to comply with its obligations under the Agreement shall as soon as reasonably possible but not later than 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
