

Token Purchase Agreement

Sustainable Digital Assets (SDA)

Version 1.1

Last updated: 1 September 2025

1. Legal Notice

This Agreement does not constitute legal advice. Consult your counsel to ensure compliance in your jurisdiction.

This Agreement and the Token Offering are not marketed or sold to persons located in the European Union unless they qualify as professional investors under a valid exemption; any non-compliant participation is entirely at the purchaser's own risk.

The Company will not advertise or solicit purchasers in the European Economic Area until a fully KYC-compliant, MiFID II-licensed version of the Token is available. The timeline and procedures for the transition to full MiFID II / KYC compliance are detailed in Section Legal & Regulatory Framework of the whitepaper.

2. Definitions

- “Token” refers to SDA Token issued by Sustainable Digital Assets Inc.
- “Offering Documents” means the whitepaper, private placement memorandum, or other formal materials provided by the Company in connection with the Token sale.

3. Purchase and Sale

Subject to this Agreement, Sustainable Digital Assets Inc. agrees to sell, and the Purchaser agrees to acquire, SDA Tokens in accordance with the terms set forth in the official Offering Documents and this Agreement.

4. Payment

Payment must be made in approved currencies or cryptocurrencies per instructions. Purchase is completed upon confirmation of payment receipt.

5. Purchaser Representations

The Purchaser represents and warrants that:

- Has read and understood all legal and risk disclosures
- Is acquiring Tokens in compliance with applicable laws
- Is eligible to purchase Tokens under their local laws
- Possesses financial knowledge to assess the purchase
- Is professional or accredited investor as defined in respective legislations
- Is not resident or citizen of a jurisdiction where non-KYC token or other crypto token sales are restricted or prohibited by the legislation
- Has not relied on any representation or warranty other than those expressly contained in this Agreement or the Offering Documents

6. Company Representations

Sustainable Digital Assets Inc. represents and warrants that:

- Sustainable Digital Assets Inc. is duly incorporated and operates under Nevis Business Corporation Ordinance (NBCO) and is regulated by NFSCR and applicable international legislation
- Has legal authority to issue Tokens
- Issuance does not violate applicable laws or regulations
- A smart contract audit provider will be announced prior to token issuance

7. Risk Acknowledgment

Purchasers acknowledge the potential risks including legal and regulatory uncertainties, platform underperformance, market volatility, and technological failures.

By proceeding, the Purchaser confirms they have reviewed and understood the Risk Disclosures provided on the official website or as appended to the Offering Documents.

8. KYC/AML

Purchasers agree to cooperate with KYC/AML requirements before any utility of the token may be realized. All purchasers will be screened against global sanctions lists (e.g., OFAC, UN, EU, UK); failure to pass screening or to cooperate permanently bars conversion or continued participation. Beginning with Phase 2, full KYC/KYB/AML approval is required to transfer or exercise any token rights, and all on-chain transfers/transactions will be permitted only to whitelisted endpoints, namely (i) Purchaser's KYC-cleared wallet addresses registered with the Company and (ii) participating centralized exchanges designated by the Company. The Company will provide at least six (6) months' prior notice before restricting transfers/transactions to whitelist-only.

The Company may refuse onboarding, block transactions, or terminate participation if a purchaser is or becomes engaged in a prohibited business sector or black-listed countries identified by FATF (Financial Action Task Force). Prohibited business sectors are those generally prohibited by national regulators. These include: gambling; pornography and other adult content; arms trade; illegal drugs and other controlled substances; unlicensed money services; privacy coins. The Company may refuse onboarding, block transactions, or terminate participation if a purchaser is or becomes engaged in a prohibited business sector.

9. Indemnification

The Purchaser agrees to indemnify, defend, and hold harmless Sustainable Digital Assets Inc., its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, expenses, and costs (including reasonable legal fees) arising out of or relating to:

(i) the Purchaser's breach of this Agreement; (ii) any misrepresentation or false statement made by the Purchaser; (iii) violation of applicable laws or regulations by the Purchaser; or (iv) any third-party claim arising out of or related to the Purchaser's acquisition or use of the Tokens.

This indemnity shall not apply to claims or losses resulting from the gross negligence, fraud, or willful misconduct of Sustainable Digital Assets Inc. or its affiliates.

10. Liability Limitation

In no event shall Sustainable Digital Assets Inc. be liable for indirect, incidental, special, punitive, or consequential damages, even if advised of the possibility. Sustainable Digital Assets Inc. accepts no responsibility for losses arising from failures or malfunctions of decentralized exchanges, smart contracts, or blockchain networks used by the Purchaser. Participation is limited to professional / accredited investors; retail consumers bear full sole risk. Where applicable law prohibits the foregoing limitation, the Company's liability shall be capped at the minimum amount permissible under such law. Notwithstanding the foregoing, the Company's aggregate liability shall in no case exceed the total consideration actually paid by the Purchaser for the Tokens.

11. Governing Law & Arbitration

This Agreement is governed by, and shall be construed in accordance with, the laws of Saint Kitts and Nevis.

Any dispute, controversy or claim arising out of or relating to this Agreement, including its existence, validity or termination, shall be finally resolved by arbitration administered by the International Chamber of Commerce (ICC) in accordance with the ICC Rules of Arbitration.

Arbitration Details:

- Seat / legal place of arbitration: Panama City, Panama
- Language of proceedings: English
- Number of arbitrators: One, unless the ICC Court determines that three are appropriate

The arbitral award shall be final and binding on the parties. This clause does not limit either party's right to seek interim or conservatory relief from any competent court, nor does it override mandatory consumer-protection laws where applicable.

12. Token-to-Equity Conversion

Token holders may convert SDA tokens into equity once the milestones described in the Offering Documents are reached. Each 100 SDA Tokens may be exchanged for 1 common share of Sustainable Digital Assets Inc., subject to the limits above. Conversion is contingent on successful completion of KYC, AML, and sanctions-list screening; any failure renders the holder ineligible, and the Company bears no further obligation regarding conversion. Tokens belonging to holders who fail these checks may be frozen or redeemed by the Company at the original purchase price minus reasonable processing costs.

13. Amendments

Sustainable Digital Assets Inc. reserves the right to modify this agreement. Updated terms will be published on the official website. Amendments become effective upon Purchaser's continued use or affirmative acceptance. Material changes require written consent.

14. Entire Agreement

This document constitutes the entire agreement between the parties regarding token purchases.

15. Severability

If any provision is deemed unenforceable, the remaining provisions shall remain valid and enforceable.

16. Purchaser Acknowledgment

By purchasing Tokens, you confirm acceptance of these terms and acknowledge legal and financial responsibilities. Purchasers acknowledge that certain jurisdictions may restrict participation and must consult legal counsel if unsure.

Legal Disclaimer: This agreement is for informational purposes only and does not constitute legal advice. Regulatory requirements may vary by jurisdiction. Always consult with qualified legal and compliance professionals for specific guidance applicable to your situation.
