

VERDT large Purchase Agreement

Agreement No. [to be completed]

entered into pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., the Czech Civil Code

Contracting parties

Seller and issuer: APF AGRICULTURAL INVESTMENT LTD., company number 13810721, Office Q, 35 Astbury Road, London, England, SE15 2NL, United Kingdom. Represented by Karel Mičulka as attorney-in-fact under the General Power of Attorney dated 19 October 2026. Email: info@verdanteurope.com. Bank account / IBAN: [to be completed], bank and BIC: [to be completed].

Hereinafter the "Seller".

Buyer: [full name or business name], date of birth / company identification number: [to be completed], residence / registered office: [to be completed], representative of a legal entity: [to be completed], email: [to be completed].

Hereinafter the "Buyer".

1 Subject of purchase and token information

1.1 The Seller sells [number] VERDANToken (VERDT) tokens to the Buyer and the Buyer purchases them at the price specified in Article 2. The Seller declares that it is the sole owner of the tokens being sold. VERDT is a BEP-20 token on BNB Smart Chain, with 18 decimal places.

VERDT smart contract: 0x2ea26d54ba80fe908621428ed7d4aa42ca9b81b5

1.2 The current value of the tokens is determined by market supply and demand. The tokens are not intended to maintain a stable value by reference to a currency, land or other assets. The tokens are freely transferable. No special rights against the Seller attach to the tokens, including any right to repayment of an amount owed, a return, exchange for other assets, preferential subscription for other assets, decisions on the use of issuance proceeds, management of the company or its profits.

A separate right to redemption, conversion or security may arise under Article 5. This Purchase Agreement does not itself impose a long-term token lock-up. Transferability may be affected by law, network conditions, platform rules or agreed custody. This Agreement does not guarantee liquidity or a sale price.

1.3 Information on the project, rights and risks is contained in the VERDANToken (VERDT) White Paper. Version provided to the Buyer: [date / designation]. Direct link: [insert the public URL of the VERDT White Paper]. The Buyer confirms receipt and review of the White Paper before signing. The token may lose its entire value. Acceptance of these risks does not limit the Buyer's statutory rights.

1.4 The smart contract identified in clause 1.1 has undergone a technical audit by Cyberscope. The published audit is dated 10 November 2025. Findings and scope: <https://app.cyberscope.io/audits/verdt#security>. Audit report: <https://github.com/cyberscope-io/audits/blob/main/verdt/audit.pdf>. The audit does not guarantee the absence of all defects and is not an audit of financial management or of the token's legal classification.

2 Purchase price and payment

2.1 Contract currency C: [EUR / USD - select one before signing]. All purchase, redemption, reward-value, secured-claim and settlement amounts are denominated and payable in C. K = [to be completed] CZK per 1 C, fixed at conclusion using the Czech National Bank rate for [date, source]. K is used only to translate the existing programme thresholds and CZK-based illustrations into C. Complete each resulting amount in C

before signing. Later exchange-rate changes do not alter agreed amounts. All linked agreements and valuations must use the same C and consistent conversion inputs. No exchange rate is assumed in this template. Number of tokens: [to be completed] VERDT. Price per token: C [to be completed]. Total final purchase price: C [to be completed]. The purchase price is agreed and payable in C and must be at least $(2,000,000 / K) C$. At $(5 / K) C$ per token, the minimum corresponds to 400,000 VERDT. The issuer's separate purchase fee is 0. The number of tokens and their price must correspond to the actual total purchase price.

2.2 The Buyer shall pay the full price within 5 business days after both parties sign. Payment reference: [agreement number / variable symbol]. Payment method: [escrow / direct payment for a standalone purchase]. Escrow shall be used for the secured large programme. Provider, account and escrow agreement: [to be completed]. Payment is made when the full price is credited to the designated escrow account or, where direct payment is expressly selected, to the Seller's account. If no method is selected, escrow applies. The Buyer's bank charges shall not reduce the purchase price.

2.3 If the full price is not credited within this period, this Agreement terminates upon expiry of that period. The Seller shall return, or arrange under the escrow agreement for the return of, any partial or late payment without deductions within 5 business days after receipt. For a partial payment received before termination, this period runs from termination. Late payment does not reinstate the Agreement.

2.4 The proceeds from the sale of VERDT will be used by the issuer to finance the subsidiary's acquisition of agricultural assets, agricultural operations and the token project, including exchange listings, liquidity and marketing. Liabilities arising from asset acquisitions and operating liabilities relating to the operations of the issuer and its subsidiary will be paid. The funds may be used only after their proper release from escrow. This Agreement does not give the Buyer an equity interest in any company.

3 Effectiveness ownership and delivery

3.1 This Agreement is concluded upon signature by both parties and takes effect upon full payment under Article 2. The provisions on payment, escrow, termination and refunds take effect upon signature. Depositing the price in escrow does not constitute its release to the Seller.

3.2 Ownership of the precisely specified tokens passes to the Buyer upon full payment under Article 2. From that time the Seller shall record the tokens for the Buyer, shall not use them for itself or transfer them to another person, and shall confirm receipt of the price and the effective date by email.

3.3 The Seller shall deliver the tokens within 5 business days after this Agreement takes effect to the agreed address on BNB Smart Chain: [0x...]. Address owner or custodian: [Buyer / escrow provider]. The Buyer shall verify the accuracy of the address and support for VERDT. Where custody is used, the tokens shall be recorded for the Buyer under the custody agreement. The Seller shall pay the network fee for delivery and send the transaction identifier (TX hash).

3.4 Delivery is completed by a successfully confirmed transfer to the agreed address. The Seller bears the risk of loss until delivery. The Buyer is responsible for the accuracy of the address it provides and for protecting its access credentials. If delivery is prevented by an incorrect address provided by the Buyer, the Seller shall request a correction. The deadline shall be extended only by the duration of that impediment.

3.5 At the Buyer's request, the issuer shall offer the option of opening a digital wallet with Mitilena (www.mitilena.com) free of charge and provide the assistance required to set it up and receive the VERDT tokens.

4 Liability for defects

4.1 The Seller declares that it is authorised to sell the subject of the purchase and that it is free of debts, pledges and other defects in title.

4.2 The Buyer declares and confirms by signing this Agreement that it has familiarised itself with the subject of the purchase and purchases it on that basis.

4.3 If, after taking delivery, the Buyer discovers defects other than those disclosed by the Seller, the Buyer may assert claims against the Seller under Sections 2099 to 2117 of the Czech Civil Code.

5 Link to the VERDT large agreement and pledge

5.1 This Agreement governs the purchase of tokens before redemption or conversion under the VERDT large programme is agreed separately. It does not itself create a return, an obligation on the issuer to repurchase the tokens, or a pledge over an interest in APF Malta. Subsequent agreement No. [to be completed] shall govern the number of locked tokens, redemption price, term, conversion interest and procedure in the event of default exceeding 90 days. A pledge over specific APF Malta shares owned by the issuer shall be created by separate pledge agreement No. [to be completed] governed by Maltese law.

5.2 Where escrow is used, funds shall be released to the Seller only after the subsequent agreements have been signed, the tokens acquired and locked, effective security evidenced and transfer instruments deposited in accordance with their terms. Only then shall T₀ be confirmed for the start of the programme. Neither signature of this Purchase Agreement nor payment of the price alone replaces the security. All documents shall state the same Purchase Agreement number, price, token quantity and Buyer details.

5.3 The conditions for release of funds must be met within 30 calendar days after the price is deposited in escrow, unless otherwise agreed in writing. Otherwise this Purchase Agreement terminates and the Seller shall arrange, within 5 business days, a refund of the full price without deductions against simultaneous return of the tokens under the escrow agreement. Where direct payment for a standalone purchase is expressly selected, the purchase remains valid without the subsequent agreements, but without redemption, conversion or a pledge. The Buyer's statutory rights remain unaffected.

6 Final provisions

6.1 Rights and obligations not governed by this Agreement are governed by Czech law. Amendments shall be made by written addenda signed by both parties. This Agreement may be signed on paper or electronically. Each party shall receive a copy.

6.2 A business day means Monday to Friday, excluding public and other statutory holidays in the Czech Republic. Periods expressed in business days begin on the business day following the relevant event. The date of signature by both parties is the date of the later signature.

6.3 If the Buyer is a retail holder under MiCA, in the circumstances specified in Article 13 of Regulation (EU) 2023/1114 it may withdraw without giving a reason and without fees within 14 calendar days after conclusion of this Agreement. Notice shall be sent to the Seller's email address. The Seller shall refund all payments received without undue delay and no later than 14 days after notice, using the same payment method unless another method is agreed at no cost to the Buyer. Tokens already delivered shall be returned in accordance with the Seller's instructions at the Seller's expense. This MiCA right does not apply if the token had already been admitted to trading before the purchase. Other non-waivable statutory rights remain unaffected. For a time-limited offer to the public, the restriction on that right after the end of the subscription period under Article 13(4) MiCA shall be taken into account.

6.4 The parties declare that they have read this Agreement and enter into it of their true and free will, seriously and with a clear understanding, without distress or manifestly disadvantageous terms.

At [place] on [date]

At [place] on [date]

For the Seller: Karel Mičulka

Buyer: [name, signature]

under the General Power of Attorney dated 19 October 2026