

# VERDT Redemption Agreement with Token Lock-up

VERDT medium programme • Agreement No. 0001/2027

## 1 Contracting parties

**APF AGRICULTURAL INVESTMENT LTD., registration number [to be completed], registered office [to be completed], represented by Karel Mičulka as attorney-in-fact under the General Power of Attorney dated 19 October 2026, contact email [to be completed], hereinafter “LTD” or the “Issuer”.**

and

Investor: full name or business name [to be completed], date of birth or company identification number [to be completed], residence or registered office [to be completed], contact email [to be completed], bank account [to be completed], hereinafter the “Investor”.

## 2 Purpose and subject of the Agreement

2.1 The Investor shall lock the agreed number of VERDANToken (VERDT) tokens. Each quarter, LTD shall credit a reward in additional VERDT, which shall also be locked. LTD shall redeem all original and additionally credited tokens together in a single transaction only at the end of the agreed term, at a fixed unit redemption price. No interim or early redemption is agreed. LTD shall acquire reward tokens and fund redemption from its own resources.

2.2 This Agreement follows Purchase Agreement No. [to be completed] dated [to be completed]. The initial token quantity is  $N_0$  and the full purchase price actually paid is  $I$ . The fixed redemption price per VERDT is  $P = I / N_0$ . Distribution costs do not reduce that price. This is neither a bank deposit nor a reward for securing a blockchain.

2.3 The Investor's rights to redemption and rewards arise under this Agreement. They do not automatically pass to another holder of ordinary VERDT. This Agreement does not confer an interest in the assets or profits of LTD or APF Malta, or a right to convert into an equity interest.

2.4 The programme is intended for an amount  $I$  in  $C$  above 25,000 /  $K$  and also above the equivalent of EUR 1,000 in  $C$ , and below 2,000,000 /  $K$ . The Czech National Bank cross-rate on the conclusion date shall be used for the EUR threshold. Related contractual tranches of the same Investor are aggregated. Complete and confirm all converted eligibility amounts before signing.

## 3 Individual parameters

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. Initial quantity  $N_0$ : [to be completed] VERDT. Purchase price paid  $I$ :  $C$  [to be completed]. Fixed unit redemption price  $P$ :  $C$  [to be completed]/VERDT. Lock-up term: [24 / 36 / 48] months. Nominal

annual rate  $r$ : [6 / 6.5 / 7]%. Number of quarters  $k$ : [8 / 12 / 16]. Expected final token quantity and redemption price: [to be completed].

The Investor's wallet address, token identification, technical arrangements and exact maturity date shall be recorded in Annex 1. All parameters shall be completed before signature, except the commencement date and transaction confirmation under Article 4.

#### 4 Commencement and lock-up term

4.1 The commencement date  $T_0$  is the date on which the full purchase price has been paid, the Investor has acquired the tokens and the agreed number of tokens has been properly locked. The last of these events determines  $T_0$ . The lock-up provider shall confirm the transaction and LTD shall send the Investor confirmation of  $T_0$ , rewards and maturity within two business days. Late confirmation by LTD does not postpone  $T_0$ .

4.2 The lock-up term ends on the corresponding day after the agreed number of calendar months from  $T_0$ . If there is no corresponding day in the final month, it ends on the last day of that month. Payment falls due on that day or on the next business day in the Czech Republic.

4.3 If lock-up is not completed within ten business days after full payment for a reason attributable to LTD or its selected provider, the Investor may terminate this Agreement. Upon return of the delivered tokens, LTD shall refund the full purchase price paid within five business days. The Investor's statutory rights remain unaffected.

#### 5 Rewards and redemption price

5.1 Rewards are calculated on the actual locked VERDT balance, including previously credited rewards. The nominal annual rate is 6% for 24 months, 6.5% for 36 months and 7% for 48 months. The quarterly rate is  $r / 4$ . The reward for quarter  $q$  is  $R_q = N(q-1) \times r / 4$ . The new balance is  $N_q = N(q-1) + R_q$ . With proper performance,  $N_k = N_0 \times (1 + r / 4)^k$ , before rounding. The rate  $r$  is expressed as a decimal.

| Term      | Annual rate | Token increase | Redemption at $I = (100,000 / K) C$ |
|-----------|-------------|----------------|-------------------------------------|
| 24 months | 6.0%        | 12.6493%       | $(112,649.26 / K) C$                |
| 36 months | 6.5%        | 21.3408%       | $(121,340.76 / K) C$                |
| 48 months | 7%          | 31.9929%       | $(131,992.94 / K) C$                |

5.2 Quarter  $q$  ends on the day falling  $3 \times q$  calendar months after  $T_0$  under clause 4.2. No later than that day, LTD shall credit the reward by actual transfer of VERDT into the Investor's locked position and provide transaction confirmation. A mere accounting promise is insufficient. The additional tokens belong to the Investor and remain locked until the common end of the original term. The reward is rounded down to the smallest transferable token unit. The rate and calculation base are not derived from the exchange price.

5.3 The total redemption price is  $P$  multiplied by the final quantity of original and all additionally credited tokens, rounded to two decimal places in  $C$ . The final quarterly reward shall be credited before settlement and included in the single redemption at the end of the agreed term. Quarterly crediting does not create a right to receive cash or redeem individual rewards before that date. LTD may not unilaterally reduce the rate or  $P$ . Changes in market price do not affect

the calculation. The Investor has no entitlement to any additional market bonus.

5.4 Rewards are agreed on a gross basis. LTD shall document and make any mandatory withholding tax deduction as required by law. The Annex shall state whether and how withholding affects the net token balance. Examples assume zero withholding. LTD bears lock-up, crediting and settlement costs. LTD shall secure sufficient VERDT within the existing issuance. This obligation does not authorise an increase in the issuance limit.

## **6 Implementation of lock-up and protection of tokens**

6.1 Lock-up shall be implemented using the solution specified in Annex 1. The original and additional tokens remain the Investor's property until redemption. LTD may not sell, lend, pledge, place them in a liquidity pool or use them for financing. Each increase must be verifiable and technically included in the locked balance.

6.2 During lock-up, the Investor shall not transfer the agreed tokens. LTD must not have authority to transfer them unilaterally to its own account or extend the lock-up term. The technical solution must allow their return to the Investor in the event of non-payment. Annex 1 contains the specific rules for token control and emergency release.

6.3 Before accepting tokens, LTD shall arrange verification of lock-up, release and settlement functions, an independent security audit of the smart contract and a legal assessment of its operation. If the provider's activity requires authorisation under MiCA or other legislation, a provider holding the relevant authorisation shall be used. Use of a smart contract alone is not evidence that authorisation is unnecessary.

6.4 LTD is responsible for its selected solution. If loss or an unauthorised transfer occurs for a reason attributable to LTD or its provider, LTD shall restore the entire balance, including rewards, at its own expense no later than thirty days after discovery. It shall also restore increases that would have accrued during that period with proper performance. A technical event does not change the agreed redemption term. If restoration is impossible, the Investor's damages claims are governed by law. Damages are not early redemption and must not result in double recovery for the same loss.

6.5 A technical failure or migration does not entitle LTD to postpone the payment due date. A replacement solution may not prejudice the Investor's rights without its consent. The Investor shall provide reasonable cooperation without disclosing its wallet recovery phrase or private key.

## **7 Financing and the Issuer's liability with all its assets**

7.1 LTD shall fund token rewards and cash redemption from its own available resources. Performance is not conditional on profits, the market price of VERDT or recruitment of new investors. LTD shall maintain records of growing balances and prepare a stock of VERDT for rewards and its own cash reserve to redeem the entire final balance.

7.2 The Issuer declares and contractually confirms that it is liable with all its current and future assets for proper and timely performance of all obligations under this Agreement. This liability includes, in particular, crediting all agreed VERDT rewards, payment of the full redemption price for original and additionally credited tokens, ancillary amounts and any damages. The Issuer's liability is not limited to VERDT tokens, the reward token stock or the programme's earmarked cash reserve.

7.3 The Issuer declares that, in addition to issued VERDT tokens owned by it, its own assets include equity interests in APF REAL ESTATE MALTA LTD (APF Malta) and APF GROUP EUROPE SICAV P.L.C. (SICAV). This declaration applies to interests actually owned by the Issuer. Tokens belonging to investors or other persons are not the Issuer's assets and may not be used to perform its obligations to other investors.

7.4 Before signature, the Issuer shall evidence to the Investor the ownership and extent of these interests and state their precise identification, existing encumbrances and transfer restrictions in Annex 2. The Issuer is responsible for the truth and completeness of this declaration. It shall notify the Investor of any material change in ownership or encumbrances without undue delay. A transfer of an interest, change in its value or lack of liquidity does not reduce the Issuer's contractual obligations or postpone their due date.

7.5 Liability with all assets expresses the Issuer's direct liability as debtor. It does not itself create a pledge over tokens or equity interests, a third-party guarantee or a preferential right to satisfaction. APF Malta's and SICAV's assets are separate from the Issuer's assets. Those companies do not assume an obligation under this Agreement to perform on the Issuer's behalf. The Investor's monetary claim against the Issuer remains unsecured and enforcement is governed by applicable law, including priority and insolvency rules. Lock-up of tokens is neither asset security nor a guarantee of the Issuer's solvency.

7.6 This Agreement is intended for new contractual relationships. Signing it does not cancel security already created under another agreement. An existing agreement may be amended only by a separate express agreement of the affected parties.

## **8 Settlement at maturity**

8.1 A single redemption of all original and additionally credited VERDT is binding on both parties and shall take place only at the end of the agreed term, with payment due under clause 4.2. LTD shall arrange settlement through the independent provider identified in Annex 1. The Investor shall instruct transfer of the entire final balance conditional on deposit of the full redemption price and compliance with the rules for payment to the Investor. No partial or earlier redemption shall be made under this Agreement.

8.2 LTD shall deposit the full redemption price, including the final anticipated quarterly reward, with the settlement provider no later than five business days before maturity. Any difference after the final credit shall be paid before the tokens are transferred. Escrow rules must ensure that tokens are transferred to LTD only against irrevocable release of the entire price to the Investor and that funds are credited to its account no later than maturity. The provider's terms must be contractually binding and provided to the Investor before signature. A bank payment instruction or blockchain confirmation alone, without assured payment, is insufficient.

8.3 If the price has not been properly deposited or its payment cannot be ensured, tokens must not be transferred to LTD. The provider shall allow their release to the Investor no later than five business days after maturity. Release does not itself extinguish LTD's payment obligation. While maintaining a redemption demand, the Investor must keep the agreed number of tokens available for transfer against payment.

8.4 If LTD defaults, the Investor may, after an additional written period of ten business days, withdraw from redemption and retain the original and additionally credited tokens. This extinguishes the claim to their redemption price. LTD shall credit any uncredited reward in

VERDT within five business days or, if transfer is impossible, pay its value at P. Damages and the statutory consequences of default remain unaffected. Double recovery is excluded.

8.5 Statutory default interest is payable on overdue monetary obligations. No further ordinary token rewards accrue after the original lock-up ends. Late crediting does not reduce future rewards. LTD shall also make up any difference caused by a missing quarterly increase. The Investor may demand rectification and assert statutory remedies for breach. Failure to credit a reward does not itself create a contractual right to early redemption.

## **9 Duration and transfer of the Agreement**

9.1 This Agreement grants neither the Investor nor LTD a right to early or interim redemption, including separate redemption of reward tokens. Original and additional tokens remain locked until the common end of the agreed term. LTD may not unilaterally shorten that term or pay the redemption price earlier.

9.2 Statutory rights of withdrawal, other statutory termination rights and damages rights are not restricted. Their conditions and settlement are governed by applicable law. Such settlement does not constitute an agreed early redemption option. The procedure in clause 8.4 applies only if LTD defaults after the end of the agreed term.

9.3 The entire contractual relationship may be transferred with LTD's consent, which shall not be unreasonably withheld. This provision does not restrict inheritance of rights. Separate sale of locked tokens does not transfer this Agreement.

## **10 Information and final provisions**

10.1 After each quarterly credit, LTD shall provide the Investor with the opening balance, reward credited, closing balance, transaction hash, unit price P, updated redemption value and maturity date. It shall state the aggregate reserve position of the programme. The Investor pays no arrangement or administration fee. Distribution remuneration is a cost borne by LTD.

10.2 This Agreement is governed by Czech law. Consumers retain the protection of mandatory provisions of the law of their habitual residence where applicable. Court jurisdiction is determined by law. This Agreement does not exclude statutory withdrawal rights or other consumer rights. LTD shall provide the applicable pre-contractual information and notices before conclusion.

10.3 This Agreement takes effect upon signature by both parties. Amendments require a written agreement. Ordinary notices shall be sent to the contact email addresses with evidence of delivery. If this Agreement conflicts with technical settings, this Agreement prevails between the parties. LTD shall correct the settings without prejudicing the Investor's rights. Annexes 1 and 2 form an integral part of this Agreement. By signing, the Issuer also confirms its declarations under Article 7 and the information on its equity interests in Annex 2.

## **Annex 1 Identification and technical terms**

Purchase Agreement and price paid: [to be completed]. VERDT token, BNB Smart Chain, chain ID 56. Token contract address and number of decimal places: [complete and verify]. Investor's wallet address: [to be completed]. LTD's receiving wallet address: [to be completed].

Lock-up and settlement provider, identification details and any authorisation: [to be completed]. Address and version of the lock-up smart contract: [to be completed]. Link to the security audit:

[to be completed]. Persons holding administrator permissions, scope of those permissions and emergency procedure: [to be completed].

Rules for segregation of tokens, prohibition on use by LTD, confirmation of cash escrow, conditions for transfer against payment, release on non-payment and fallback procedure on failure: [complete in a separate technical specification attached to this Annex]. The solution must comply with Articles 6 and 8. Tokens shall not be accepted for lock-up until the provider and binding settlement rules have been specified.

Post-lock-up confirmation: transaction hash [to be completed], T0 [to be completed], quarterly credit dates [to be completed], end of lock-up and maturity [to be completed], N0 [to be completed], P [to be completed]. Records of all subsequent credits form part of the Annex. State the rules for any statutory tax withholding and its impact on the net balance.

## **Annex 2 The Issuer's equity interests**

APF Malta: APF REAL ESTATE MALTA LTD. Registration number and registered office: [to be completed]. Interest owned by LTD, number and type of interests or shares and proportion of capital: 100%.

SICAV: APF GROUP EUROPE SICAV P.L.C. Registration number and registered office: [to be completed]. Interest owned by LTD, number and class of shares, proportion of capital: 99%.

The Issuer confirms that it actually owns the stated interests as at signature and that the information and attached evidence are true and complete. The Annex shall evidence ownership before conclusion of this Agreement. Any valuation of the interests in the supporting documents is not a guarantee of their sale price or availability of funds for contractual redemption of VERDT.

At [to be completed] on [to be completed]

For LTD: \_\_\_\_\_ Investor: \_\_\_\_\_

Karel Mičulka, attorney-in-fact under the General Power of Attorney dated 19 October 2026  
[name or authorised representative]