EGX TOKEN TERMS AND CONDITIONS

Last Updated: 17 March 2024

ENEGRA EGX TOKENS (each an "**EGX Token**" or "**Token**" and collectively, the "**EGX Tokens**" or "**Tokens**") are issued by **ENEGRA GROUP LTD** (Company No. LL15959), a company incorporated in the Federal Territory of Labuan, Malaysia (the "**Company**"), and entitle the Token Holder (as defined below) to receive the beneficial interests, rights and benefits of the ordinary shares issued by the Company (the "**Shares**"), subject to the terms and conditions hereof being agreed to by the Token Holder (the "**Terms**").

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms, unless the context otherwise requires:

(a) **Company** means Enegra Group Ltd (Company No. LL15959), a company incorporated in the Federal Territory of Labuan, Malaysia, and having its registered address at Level 12F/1, Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000 Labuan, Malaysia.

(b) **Company Website** means https://www.enegragroup.com and includes any other associated webpages as determined by the Company.

(c) **KYC and AML Verifications** means the Know Your Customer and Anti-Money Laundering verifications and due diligence specified on the Company Website at the time the prospective Token Holder accesses these Terms or via any authorised nominee, party or service provider to be appointed by the Company.

(d) **ONCHAINID** means the network address validating the Token Holder's information and data for the purposes of KYC and AML Verifications and the Token Holder's authorisation to hold the Tokens.

(e) **Parties** means the Company and the Token Holder, and Party means either one of them.

(f) **Security Token** means a digital representation of an asset recorded on a distributed ledger using private or public blockchain technology whether cryptographically-secured or otherwise.

(g) **Shares** means all the issued and paid up ordinary shares in the Company, and Share means an issued and paid up ordinary share in the Company.

(h) **Token** means the ERC-3643 standards compliant Security Token with the symbol EGX found at address 0xA8C557c7ac1626EacAa0e80fAc7b6997346306E8 on Polygon, Avalanche, Ethereum, and other EVM compliant blockchains, representing the Shares in the Company including all beneficial interests, rights and benefits attaching to the Shares.

(i) **Token Holder** means a person that is issued a Token and/or retains ownership of the Token at any given time, and has the private key and/or other sufficient and

acceptable proof of ownership of the Token, assigning such person the beneficial interests, rights and benefits of the Share.

(j) **Wallet** means the Ethereum-compatible digital asset wallet used by the Token Holder to manage its private keys.

1.2. Clause headings are inserted for convenience only and shall not be read and construed as essential parts nor shall they affect the construction or interpretation of these Terms.

1.3. In these Terms, unless the text otherwise requires:

(a) References to the singular include the plural, and vice versa.

(b) References to persons include individuals, bodies corporate, associations, partnerships, unincorporated entities, statutory authorities and bodies politic.

(c) References to any party or person shall mean and include a reference to that party or person, its heirs, personal representatives, successors in title and permitted assigns, as the case may be.

(d) References to this or any other document include the document as modified, amended or superseded in the manner specified therein and notwithstanding any change in the identity of the parties.

(e) References to Parties, Clauses and Schedules are references to the Parties to these Terms and to the Clauses, and Schedules of these Terms.

(f) References to the word “including” means “including, but not limited to” and other forms of the words “include” or “including” are used and shall be interpreted accordingly.

(g) References to an act, statute or law shall include any and all regulations, rules, by-laws, rulings, decrees, judgements or orders made under the applicable laws of Malaysia and a reference to an act, statute or law shall include any amendment, re-enactment, variation or extension thereof or provision substituted therefor.

(h) Unless prohibited by law, no rule of construction applies to the disadvantage of the Party responsible for the preparation of these Terms.

2. QUALIFICATION

2.1. A prospective Token Holder is unable to have the Token transferred to its Wallet without having a network address for its Wallet being verified and qualified by the Company.

2.2. Prior to having the network address for its Wallet qualified, the prospective Token Holder shall submit its information and data for the KYC and AML Verifications as determined by the Company to be necessary, to verify the identity of the prospective Token Holder and its source of wealth. The Company shall be satisfied as to the outcome or result of such KYC and AML Verifications, and the Company reserves all rights to conduct extended KYC and AML Verifications. If the Company is not satisfied with the KYC and AML Verifications, this may result in circumstances - including but not limited to a withdrawal, cancellation or

suspension of the prospective Token Holder's rights to hold the Token.

2.3. After the prospective Token Holder has passed the KYC and AML Verifications, it shall be issued an ONCHAINID validating the Token Holder's KYC and AML information and data and its authorisation to hold the Token, and the network address for its Wallet shall be qualified, such that the prospective Token Holder is now able to have the Token transferred to its Wallet.

3. RIGHTS OF TOKEN HOLDERS

3.1. The beneficial interests, rights and benefits of the Tokens attaching to the Shares are transferable pursuant to the change of possession of the Token where each and every movement or change of possession of the Token would be recorded via distributed ledger technology utilised or hosted by the Company for the Token where such chain of possession shall be irrevocably deemed as proof of ownership of the Token Holder of such Token until and unless the subsequent change of possession.

3.2. As long as the Token Holder is in valid possession of the Token, the Token Holder is entitled to possess and enjoy all the interests, rights and benefits attaching to the Shares including but not limited to voting, to attending shareholders' meetings or receiving dividends, if any, and the Token Holder will be construed as an ordinary shareholder of the Company by virtue of these Terms, the Memorandum and Articles of Association of the Company and relevant statutory documents of the Company, if any. All votes by the Token Holder shall be by way of electronic poll and each Token shall be considered as one vote. For avoidance of doubt, the Polygon network address provided to the Token Holder to hold, store or possess the Token corresponding with the record and/or log recorded by using the distributed ledger technology shall be construed and deemed as final proof or evidence to prove, show or demonstrate that the Token Holder is entitled to such entitlements as stipulated in these Terms by virtue of possessing the Token.

3.3. The Token is developed and issued by utilising the ERC-3643 standard on the Polygon blockchain where the record and/or activity or transaction log recorded onto the distributed ledger shall be final and conclusive proof of evidence among others for the ownership of the Token corresponding with the Polygon network address of the Token Holder, whereby the identity of the Token Holder had been verified by the KYC and AML Verifications and validated by the issuance of the ONCHAINID. Any entity seeking to rebut such final and conclusive proof of evidence bears the burden of proof to disprove.

4. STATUTORY OBLIGATIONS

4.1. Upon written request by the Company from time to time, the Token Holder shall provide and furnish any information or documents of the Token Holder pertaining to the following statutory obligations, including but not limited to:

(a) the relevant legislations, orders, guidelines and/or policies pertaining to anti-money laundering and counter terrorism financing or similar nature;

(b) the relevant legislations, orders, guidelines and/or policies pertaining to know your

client and/or extended know your client or similar nature; and

(c) the relevant legislations, orders, guidelines and/or policies pertaining to personal data protection or privacy or similar nature.

4.2. The Token Holder hereby undertakes to adhere to any applicable tax law governing the Company and the contents of the Directive on Accounts and Record-Keeping Requirement for Labuan Entities made effective on 6 June 2012 (and any related Directive/Circular as may be issued by the Labuan Financial Services Authority from time to time). Applicable tax law shall include (but is not limited to) the Income Tax Act 1967 and/or the Labuan Business Activity Tax Act 1990.

5. INTELLECTUAL PROPERTY

5.1. The Company retains all rights, title and interest in and to all of the Company's intellectual property, whether or not patentable, copyrightable or protectable in trademark and any trademarks, copyrights or patents therein or relating thereto ("**Intellectual Property Rights**"). The Token Holder agrees not to use any of the Company's Intellectual Property Rights for any reason whatsoever, save and except with the Company's express prior written consent.

5.2. Further, the Company retains all intellectual property rights over the source code and other technical information relating to the Token. The holding of the Token does not confer any right or interest upon the Token Holder to the Company's intellectual property beyond the limited right to a perpetual, non-exclusive, transferable, revocable licence to access and utilise the Token.

5.3. The Token Holder may use the Token strictly in accordance with these Terms and any other associated materials including but not limited to the information available on the Company Website. The Token Holder warrants to the Company that it will not use the Token and other associated materials or information for any purpose that is unlawful or prohibited by these Terms.

5.4. All contents included on the Company Website including the Tokens and other associated products and services including but not limited to text, graphics, logos, images, source code and any compilation or combination thereof, and any software used on the Company Website is the sole property of the Company and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights regardless by way of registration or common law or otherwise.

6. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

6.1. The Token Holder represents and warrants that:

(a) it is not domiciled or a tax resident in any of the prohibited countries listed under the Foreign Account Tax Compliance Act and/or by Bank Negara Malaysia and/or the United Nations Security Council Resolutions Sanctions List for Terrorism, as listed in Schedule A of these Terms;

(b) if it is domiciled or a tax resident in any of the high-risk countries listed by the Financial Action Task Force and/or Bank Negara and/or the Labuan Financial Services Authority, as listed in Schedule B of these Terms, it understands that it will be subject to enhanced due diligence and KYC/AML checks, and will be qualified as a token holder at the sole discretion of the Company;

(c) it has read and understood these Terms, including each of the obligations, representations, warranties and acknowledgments and all the relevant information and materials related or pertaining to the issuance of the Token;

(d) it has the right to lawfully enter into, perform and comply with the obligations under these Terms and to carry out the transactions contemplated by these Terms;

(e) it is acting for its own account and it is not purchasing any Token on behalf of any other person, and it will strictly be the sole and beneficial owner of the Token;

(f) it has made every reasonable effort and undertaken due diligence, including by seeking professional and independent advice from its advisers as to the nature, effect and extent of these Terms, and to determine that (i) it is legal for it to purchase and hold the Token in the jurisdiction where it is domiciled or located, or where its principal office and/or principal place of business is located, or where its assets are located; and (ii) the risks and material factors in its investment in purchasing and holding the Token;

(g) it has adequate knowledge and experience in digital asset trading and sale and purchase of Shares to the extent that it is capable of self-evaluating the merits and risks of purchasing or holding the Token;

(h) it has not relied upon any representations, warranties or communication whether written or oral by or on behalf of the Company, and it expressly disclaims any such reliance including as to the accuracy or completeness of any information provided by or on behalf of the Company, it being understood that such information, representations, warranties and communication pertaining to the Token and these Terms shall not be regarded or deemed as an investment advice or as a recommendation to make an investment. No further communication whether written or oral received from the Company shall be deemed to be an assurance or guarantee as to the expected results of any investment;

(i) the funds or consideration in any form whatsoever that it uses to purchase the Token are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorism financing activities and it shall not use and is strictly prohibited from using the Token to finance, engage in or otherwise support any unlawful activities or activities which are immoral or against public policy;

(j) if so requested, it will provide all documentation or proof required by the Company for the purpose of complying with corresponding legislations pertaining to anti-money laundering and counter terrorism financing, orders, guidelines and/or policies including any obligations of the Company to report or retain any information for

submission to the relevant authority governing the incorporation and business activity of the Company; and

(k) in the event the Company undertakes any corporate restructuring exercise, which includes but is not limited to capital reduction, share buy back, bonus issue, mergers and acquisition, amalgamation or management buy out, the price of the Token may increase or decrease as a result of such corporate restructuring exercise and it further acknowledges and agrees that it shall not have any recourse against the Company if the price of the Token is decreased as a consequence of such corporate restructuring exercise.

6.2. The Company warrants and represents that:

(a) it has the right to lawfully enter into, perform and comply with its obligations under these Terms and to carry out the transactions contemplated by these Terms;

(b) to the best of its knowledge, it has complied with the necessary legislations governing its incorporation and is not in violation of any material indenture or contract to which the Company is a party or any material order, judgment, decree of any court, governmental agency or regulatory body, legislation or regulation applicable to the Company;

(c) it shall let the Token Holder access and/or use the Company's customer support system and/or the Company's platform provided by the Company to the Token Holder for internal access or usage on matters pertaining to the Token;

(d) as far as practicable to do so, it will provide the relevant or necessary information pertaining to the Token to the Token Holder on or before the end of every quarter; and

(e) it will provide the Token Holder with reasonable forms of assistance which would be necessary to perform its duties and discharge its responsibilities under these Terms such as the Company's customer support system.

7. LIMITATION OF LIABILITY

7.1. The Token Holder agrees that to the extent permitted by law: (i) all terms, conditions, obligations, representations, warranties and acknowledgments regardless whether made in express, implied, written, oral, collateral, statutory manner or otherwise which are not expressly set out in these Terms are excluded and, to the extent that they cannot be excluded, the Company disclaims all liability in relation to them; and (ii) the Token Holder relinquishes its rights to make any claim under or in connection with its token holdings unless it is based solely on and limited to the express provisions as stipulated in these Terms.

7.2. To the extent permitted by the applicable laws, the Company will have no liability to the Token Holder, however arising and under any cause of action or liability, in respect of special, incidental, indirect or consequential damages, loss of profit (whether direct or indirect), loss of use, loss of business opportunity or loss of goodwill arising out of or in

connection with its token holdings.

8. TAXATION

The Token Holder is solely liable for any taxation, levies or duties payable including but not limited to any interest and penalties on the sale and purchase and transfer of the Token including any further or subsequent sale and purchase and transfer of the Token thereafter, if any.

9. PERSONAL DATA PROTECTION

9.1. The Company collects, holds and uses personal information of the Token Holder in order to service the Token Holder's needs, provides facilities and services upon the Token Holder's requests or those that are connected with the Token Holder's interests in the Token and carries out appropriate procedure or administration in collecting and processing such personal information.

9.2. The Token Holder agrees that the Company may use or disclose the Token Holder's personal information that the Company collects and processes to persons including any governmental authority when disclosure of such personal information is necessary and authorised by or under any law or by an order of court.

10. AMENDMENT

These Terms may be amended from time to time by the Company as necessary in order for the Company and the Token Holder to comply with the applicable laws and such amendments shall be made available to the Token Holder.

11. INDEMNITY

11.1. Without prejudice to the Company's rights as set out in these Terms, the Parties shall be wholly responsible for and shall fully indemnify and keep the other Party, its officers, servants, agents, successors-in-title and assigns fully and effectually indemnified against all actions, proceedings, claims, demands, losses, damages, prosecutions, fines, penalties, liabilities, losses, costs and expenses whatsoever which may be instituted or imposed by the relevant authorities or any persons or third party and may have suffered or incurred howsoever while the Token Holder holds the Token, from any one or more of the following:

(a) all loss and/or damage howsoever caused or occasioned to either Party as a result of the Token, or injury to any person or property by any act, omission, default, misconduct, carelessness, negligence or error of any Party, its personnel, servants, agents, employees, invitees, contractors or licensees; and

(b) all loss and/or damage howsoever caused or occasioned to any party via the sale and purchase of Token or any injury to any person or property as a consequence of any breach, non-observance or non-performance of any terms, conditions, obligations, representations, warranties, agreements and stipulations herein contained in these Terms by any Party, its personnel, servants, agents, employees,

invitees, contractors, or licensees or any other persons claiming through or under these Terms.

11.2. The Token Holder shall at all times hereafter keep indemnified Beyond International Trust Ltd, its officers, directors, and employees (together in this clause included in the term "the **Nominee**"), its successors-in-title and permitted assigns against all liabilities which the Nominee, its successors-in-title and permitted assigns may incur arising out of these Terms and in particular, shall punctually pay all calls and other demands which the Nominee, its successors-in-title and permitted assigns may be or become liable to pay in respect of any of the Shares or Tokens and all costs and expenses incurred by the Nominee, its successors-in-title and permitted assigns in ensuring the successful registration of the Nominee's name in the register of members.

11.3. The Nominee shall also be indemnified against any claims, future claims, summons or lawsuits whatsoever made against the Company and/or Token Holders. This shall apply whether the claims, future claims, summons or lawsuits whatsoever are made under the jurisdiction of Malaysia or any other competent authority.

12. FORCE MAJEURE

12.1. In the event that the performance of these Terms by either Party is prevented, hindered or delayed by fire, flood, lightning, storm, tempest, natural disasters, acts of war, national emergency, pandemics, epidemics, accident, electrical power failure, riots, strikes, lock-outs or other industrial disputes, acts of local government and parliamentary authority, change of law (including laws and regulations that render the Token Holder to become a person domiciled or a tax resident in a restricted country), shortage of supplies, components, materials, breakdown or shortage of equipment and labour and any act of God which are not reasonably within the control or reasonably foreseeable avoidance of that Party ("**Force Majeure Event**"), then that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby during the continuance of any such cause or circumstance and the affected provisions of these Terms shall be suspended for so long as and to the extent that any such cause or circumstance prevents, hinders or delays the performance of such affected provisions of these Terms.

12.2. A Party suffering a Force Majeure Event shall promptly notify the other Party of the nature and extent of the Force Majeure Event and its impact on the performance of these Terms by the suffering Party.

12.3. If the Force Majeure Event or its effects continue to be present for more than two (2) months, the Company shall have the right to vary, suspend or terminate these Terms accordingly without any further liability to the Company.

13. CONFIDENTIALITY

13.1. Each Party (the "**Receiving Party**") agrees to keep any information of a confidential nature communicated by the other Party (the "**Disclosing Party**") either preparatory to, or as a result of, these Terms to the extent such material remains confidential (the "**Confidential**

Information") and shall not use or disclose the Confidential Information or any part of it to any person (other than their directors, officers, employees, representatives and agents, their professional representatives or advisers on a need-to-know basis and provided they agree to be bound by confidentiality obligations no less onerous than this Clause, or as may be required by law or any legal or government authority) without the prior written consent of the Disclosing Party.

13.2. Without prejudice to the generality of Clause 13.1, each Party shall ensure that all Confidential Information generated or obtained in pursuance of these Terms shall not be used for any purpose other than the fulfilment of its obligations herein. Each Party shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information.

13.3. Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that the Disclosing Party shall, without proof of special damage, be entitled to bring an action for an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Clause, in addition to any damages or other remedy to which it may be entitled.

13.4. The obligations of the Parties contained in this Clause shall continue in force notwithstanding the expiry or termination of these Terms for a period of one (1) year after such expiry or termination.

14. GOVERNING LAW AND JURISDICTION

14.1. These Terms shall be governed by and construed in accordance with the laws of Malaysia. The Token Holder hereby agrees that any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Courts of Malaysia.

15. ADDITIONAL DOCUMENTS

15.1. The Token Holder will cause to execute and deliver such additional documents, instruments or assurances and take such further actions as may be reasonably requested by the Company to carry out the provisions of these Terms, including but not limited to enable the Company to comply with the applicable laws governing the Company.

16. GENERAL PROVISIONS

16.1. Time whenever mentioned in these Terms shall be of the essence.

16.2. No delay or failure by the Company to exercise or enforce at any time any right or provision of these Terms shall be considered a waiver thereof, unless made in writing. For the avoidance of doubt, no single waiver shall constitute a continuing or subsequent waiver.

16.3. If any one or more of the provisions or part thereof contained in these Terms should be or become invalid, illegal or unenforceable due to whatever reason or reasons, this shall not in any way affect or impair the validity or enforceability of the remaining provisions.

16.4. Nothing contained or implied in these Terms shall constitute or be deemed to constitute a

partnership or principal and agent relationship between the Parties and none of the Parties shall have any authority to bind or commit the other.

16.5. The Schedules shall form part of these Terms and shall be read, taken and construed as an essential part of these Terms.

16.6. These Terms and the Schedules, shall constitute the entire agreement between the Parties relating to the subject matter contained in these Terms and supersede all prior or contemporaneous negotiations, commitment and understanding of the Parties whether oral, written or otherwise.

16.7. Agreement to these Terms by the Token Holder may be executed in any number of counterparts, each of which when executed and delivered (whether in original or by electronic means) shall be deemed to be an original, but all the counterparts taken together shall constitute one and the same instrument and the execution by a party of any of such counterparts shall constitute execution by that party of all such counterparts.

[End of Clauses]

SCHEDULE A - PROHIBITED COUNTRIES

1. Afghanistan
2. Albania
3. Bahamas
4. Barbados
5. Bosnia & Herzegovina
6. Botswana
7. Cambodia
8. Democratic People’s Republic of Korea (DPRK)
9. Democratic Republic of Congo
10. Eritrea
11. Ethiopia
12. Ghana
13. Iceland
14. Iran
15. Iraq
16. Israel
17. Ivory Coast
18. Jamaica
19. Lebanon
20. Liberia
21. Libya
22. Mauritius
23. Mongolia
24. Myanmar
25. Nicaragua
26. Pakistan
27. Panama
28. Russian Federation
29. Rwanda
30. Serbia
31. Somalia
32. South Sudan
33. Sri Lanka
34. Syria
35. Trinidad & Tobago
36. Tunisia
37. Uganda
38. Vanuatu
39. Yemen
40. Zimbabwe
41. Any other countries as declared by relevant authorities from time to time

SCHEDULE B - HIGH-RISK COUNTRIES

1. Burkina Faso
2. Cayman Islands
3. Gibraltar
4. Haiti
5. Jordan
6. Mali
7. Morocco
8. Mozambique
9. Philippines
10. Senegal
11. Tanzania
12. Turkey
13. United Arab Emirates
14. Selected Central America countries including (but not limited to) Honduras and El Savador.
15. Selected South America Countries including (but not limited to) Columbia, Peru, Venezuela, Chile, Ecuador, Bolivia, Paraguay, Guyana, and Suriname.
16. Any other countries as declared by relevant authorities from time to time