

OFFER TO PURCHASE INVESTMENT CERTIFICATES WITH COLLATERAL FTMC TOKENS

Entered into by and between:

Fintechme LLC,

Registered at: Republic of Georgia, Tbilisi, Samgori District, 1 Police Lane, Building 5, Floor 2, Apt. 4a,

Represented by the CEO, Inna Vasilyevna Khatkova,
Hereinafter referred to as the "Seller,"

and

The Client (client information),
Hereinafter referred to as the "Buyer."

The Seller and the Buyer are hereinafter collectively referred to as the "Parties."

DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement, the following terms and expressions shall have the meanings as specified, unless the context indicates otherwise:

- **Platform:** The ETF-AI.com website, owned by the Seller, which provides access to information on certificate prices, purchasing terms, and investment strategies using AI-based algorithmic management.
- **Investment Certificate (hereinafter referred to as the "Certificate"):** A digital equity instrument acquired by the Buyer to participate in investment strategies on the Platform.
- **Seller:** Fintechme LLC, which provides Certificates and guarantees obligations under the Agreement using FTMC collateral tokens.
- **Buyer:** An individual or legal entity entering into this Agreement to purchase Certificates under this Offer.
- **Collateral FTMC Tokens:** Digital assets provided by the Seller to the Buyer as collateral for the Agreement's duration, guaranteeing the Seller's obligation to return funds.
- **Seller's Cryptocurrency Address:** The unique blockchain address provided on the Platform where the Buyer transfers funds when paying for Certificates in cryptocurrency (e.g., USDC).
- **Collateral Token Address:** The Ethereum address provided by the Buyer, to which the Seller transfers FTMC tokens as collateral.
- **Certificate Price:** The price of one Certificate in U.S. dollars (USD), set at the time of purchase on the Platform. The price is fixed for each purchase and is not subject to change during the term of this Agreement.

- **Payment Method:** The payment form used by the Buyer, including USD or USDC payments. If payment is not made in USD, the Platform's exchange rate at the time of transfer applies.
 - **Purchase Amount:** The total value of all Certificates acquired, based on the number of Certificates and their price.
 - **Lock-Up Period:** The period during which the Buyer agrees not to sell, transfer, or use FTMC collateral tokens for any operations, including trading or participating in other transactions, until the funds are returned and the transaction is completed. During the Lock-Up Period, any actions with FTMC tokens are prohibited except for returning them to the Seller under the terms of this Agreement.
 - **Offer:** A legally binding proposal made by the Seller on the terms of this Agreement, which becomes accepted when the Buyer accepts the terms and pays for the Certificates.
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1. SUBJECT OF THE AGREEMENT

1.1 This Agreement governs the purchase of investment certificates by the Buyer on the ETF-AI.com platform (hereinafter referred to as the "Platform") at the price listed at the time of purchase. The Certificates grant the Buyer the right to participate in algorithmic investment strategies implemented on the Platform.

1.2 The price of one investment certificate is set by the Seller and displayed on the Platform at the time of purchase.

1.3 The Buyer shall pay for the purchased Certificates by transferring funds to the Seller's cryptocurrency address specified on the Platform. Payment may be made in USD or USDC. The Buyer is also responsible for all transaction fees, including network fees ("gas") when paying in cryptocurrency. Upon payment receipt, the Seller shall notify the Buyer via the Platform in their account.

1.4 As collateral for the obligations, the Seller shall provide the Buyer with FTMC tokens. These tokens serve as a guarantee of the Seller's fulfillment of the Agreement terms and are transferred to a personal custodial wallet on the Polygon network after payment is confirmed. Throughout the Agreement's duration, the Buyer agrees not to transfer, sell, or encumber FTMC tokens until they are returned to the Seller.

1.5 When the Buyer sells the Certificates on the Platform and receives funds, they are obligated to return the collateral FTMC tokens to the corporate wallet of the company registered on the Platform. The transaction is considered complete when the Seller confirms receipt of the FTMC tokens and returns the funds to the Buyer.

1.6 The Buyer agrees that for the entire duration of this Agreement, the FTMC collateral tokens are not to be transferred, sold, traded, or used as collateral in other transactions. These tokens cannot be traded, transferred to third parties, or used in any other operations except for returning them to the Seller per this Agreement's terms.

2. TERMS OF PURCHASING INVESTMENT CERTIFICATES

2.1 Certificate Price:

The price of one investment certificate is listed on the Platform and determined at the time of the Buyer's purchase. The price is displayed in USD and may change based on market conditions, with the price indicated at the time of purchase being final for the transaction.

2.2 Payment Procedure:

2.2.1 The Buyer shall make payment by transferring funds to the Seller's cryptocurrency address specified on the Platform in one of the supported currencies — USD or USDC.

2.2.2 The Buyer agrees to cover all additional transaction-related expenses, including network fees ("gas") for cryptocurrency payments.

2.2.3 Upon funds receipt, the Seller shall notify the Buyer of payment receipt through the account on the Platform.

2.3 Transfer of FTMC Collateral Tokens:

Upon confirming payment receipt, the Seller shall transfer FTMC collateral tokens to the Buyer's personal custodial wallet on the Polygon network. These FTMC tokens serve as collateral, and for the Agreement's term, the Buyer agrees not to transfer or use them in other transactions until they are returned to the Seller.

3. PRIMARY TERMS

3.1 Number of Certificates:

The number of investment certificates purchased is determined by the Buyer at the time of purchase and is fixed on the Platform after payment completion. The Seller agrees to provide the Buyer with the purchased Certificates in full, as indicated in the relevant transaction.

3.2 Certificate Unit Price:

The price of one investment certificate is determined and set by the Seller. The price is displayed on the Platform at the time of purchase and is specified in U.S. dollars (USD). The Seller reserves the right to change the price based on market conditions, with the price at the time of purchase being final for that transaction.

3.3 Payment Method:

The Buyer shall pay for investment certificates by transferring funds to the Seller's cryptocurrency address specified on the Platform. Payment may be made in USD or USDC. If the Buyer selects USDC or another supported cryptocurrency, the current exchange rate set by the Platform at the time of transfer is used. The Buyer agrees to cover all transaction-related fees, including network fees ("gas") if applicable.

3.4 Purchase Amount:

The total purchase amount is calculated based on the number of Certificates purchased and the price listed on the Platform at the time of purchase. The Buyer agrees to pay in full and in the specified currency according to the Platform's calculations.

3.5 Cryptocurrency Collection Address:

The Seller provides a unique cryptocurrency address on the Platform (the "Collection Address") for funds transfer, which the Buyer uses for payment. The Collection Address is the sole official address for payment, and the Seller is not responsible for transfers made to other addresses not specified on the Platform.

3.6 Custodial Wallet for FTMC Tokens:

Collateral FTMC tokens are transferred to the Buyer's personal custodial wallet on the Polygon network after payment receipt and confirmation. The custodial wallet is provided for storing FTMC tokens for the Agreement's duration, and the Buyer agrees to use this wallet exclusively for storing FTMC collateral tokens related to fulfilling the obligations of this Agreement.

3.7 Lock-Up Period:

The FTMC collateral tokens provided to the Buyer as security are subject to a lock-up for the Agreement's term. During this lock-up period, the Buyer agrees not to sell, transfer, encumber, or use FTMC tokens in other transactions or operations. The collateral tokens can be used only for returning to the Seller per the Agreement's conditions.

4. RETURN AND COMPLETION PROCEDURE

4.1 Certificate Return Conditions:

The Buyer may sell investment certificates on the Platform, initiating the refund and transaction completion procedure. Certificate sale is conducted at the current price on the Platform at the time of sale.

4.2 Return of FTMC Collateral Tokens:

Upon certificate sale and transaction completion, the Buyer shall return the FTMC collateral tokens to the corporate wallet registered on the Platform. The Seller shall notify the Buyer of receiving the collateral tokens through the personal account.

4.3 Transaction Completion:

The transaction is considered complete when the Seller confirms receipt of the FTMC tokens and returns the funds to the Buyer, with applicable fees deducted.

4.4 Procedure in Case of Return Condition Violation:

If the Buyer fails to return the FTMC collateral tokens on time, the Seller may delay the refund until receiving the collateral tokens.

5. WARRANTIES AND LIABILITY OF THE PARTIES

5.1 Seller's Warranties:

5.1.1 The Seller warrants that the investment certificates provided to the Buyer comply with the terms stated on the Platform and grant the right to participate in investment strategies.

5.1.2 The Seller agrees to transfer the FTMC collateral tokens to the Buyer's designated custodial wallet after payment confirmation, provided all terms of this Agreement are met.

5.1.3 The Seller guarantees the confidentiality and protection of the Buyer's data in the performance of this Agreement, in accordance with applicable data protection regulations.

5.2 Buyer's Warranties:

5.2.1 The Buyer warrants that the information provided during purchase and Platform registration is accurate and up-to-date.

5.2.2 The Buyer confirms that certificates are purchased solely for participation in the investment strategies listed on the Platform and will not be used for other purposes.

5.2.3 The Buyer agrees not to transfer the FTMC collateral tokens to third parties or encumber them until transaction completion as outlined in this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations:

6.1.1 The Seller represents that they are the lawful owner of the ETF-AI.com platform and have the right to provide investment certificates and FTMC collateral tokens under this Agreement.

6.1.2 The Seller represents that all terms on the Platform regarding certificates and FTMC tokens are accurate and will be fully honored.

6.2 Buyer's Representations:

6.2.1 The Buyer states and warrants that, upon registration and Platform use, they have provided full and accurate data necessary to fulfill the terms of this Agreement.

6.2.2 The Buyer confirms that they have reviewed and fully accept the Platform, certificate, and FTMC token usage terms.

6.2.3 The Buyer states that the custodial wallet on the Polygon network, created on the Platform, will be used solely for storing FTMC collateral tokens under this

Agreement. The Buyer agrees to follow security requirements when accessing the wallet and use it in accordance with Platform terms.

6.3 Risk Awareness Representations:

The Parties acknowledge that they are aware of potential risks associated with market condition changes, digital asset value fluctuations, and possible access limitations to the Platform for technical or other reasons. The Seller cannot guarantee that certificate value will remain unchanged or yield income.

7. RIGHTS RELATED TO CERTIFICATE USAGE

7.1 Use of Certificates for Investment Strategy Participation:

The Buyer acquires the right to use investment certificates solely to participate in the investment strategies listed on the ETF-AI.com Platform. Certificates grant access to AI-developed algorithmic asset management services.

7.2 Certificate Transfer Restrictions:

The Buyer agrees not to transfer, sell, or exchange the acquired certificates to third parties until they are returned as part of transaction completion. Certificates are for personal use only and cannot be transferred or assigned without the Seller's prior consent.

7.3 Restrictions on Certificate Usage Outside the Platform:

Certificates may only be used on the Platform and are not intended for trading on third-party platforms or markets.

8. OTHER TERMS

8.1 Changes to Terms:

All modifications and additions to this Agreement are valid only if made in writing and signed by both Parties.

8.2 Waiver of Appeal Rights:

The Buyer, who is not a consumer, agrees that any actions or omissions by the Seller under this Agreement do not constitute grounds for appealing the Agreement's terms unless mandatory legal provisions have been violated.

8.3 Prohibition on Transfer of Rights:

The Buyer may not assign their rights and obligations under this Agreement to third parties without the Seller's prior written consent.

8.4 Notifications:

All notifications, messages, and requests related to this Agreement's performance must be sent through the Buyer's account on the Platform or to the email address provided by the Buyer upon registration.

8.5 Governing Law and Dispute Resolution:

This Agreement is governed by the laws of the Republic of Georgia. All disputes and disagreements arising in connection with the Agreement's terms shall be resolved by a competent court at the Seller's place of registration.

9. RIGHTS RELATED TO PLATFORM USAGE

9.1 Platform Access:

The Buyer receives the right to access the ETF-AI.com Platform to manage purchased certificates and interact with investment strategies. Access is granted solely under this Agreement and within the functional capabilities available to the Buyer when using the Platform.

9.2 Usage Requirements:

The Buyer agrees to use the Platform in compliance with this Agreement's terms, without infringing third-party rights or taking actions that could damage the Platform or disrupt its normal operation.

9.3 Access Restriction and Suspension:

The Seller reserves the right to restrict or suspend the Buyer's access to the Platform in case of Agreement violation or actions that threaten Platform security and its users. The Seller shall notify the Buyer of the reasons for access suspension and the conditions for reinstatement.

9.4 Data Confidentiality:

The Buyer consents to data processing necessary for Platform use and Agreement performance. The Seller agrees to maintain the confidentiality of the Buyer's data in accordance with applicable standards.

10. FINAL PROVISIONS

10.1 Legal Status of Certificates:

The investment certificates purchased by the Buyer are not securities and are not subject to registration under securities laws. The Seller cannot guarantee fixed returns on certificates, as their value depends on market conditions and factors.

10.2 Right to Modify Platform Terms:

The Seller reserves the right to change Platform functionality and terms of use, as well as rules for acquiring and managing certificates, if necessary to improve service quality or comply with legal changes. The Seller agrees to notify the Buyer of any changes through the Platform.

10.3 Severability:

If any provision of this Agreement is deemed invalid or unenforceable, this shall not affect

the validity of the remaining provisions. The Parties agree to replace such a provision with one that closely reflects the original provision's intent.

11. OFFER ACCEPTANCE PROCEDURE

11.1 This Offer becomes effective upon its posting on the ETF-AI.com platform and remains in effect until it is withdrawn by the Seller or its terms are amended.

11.2 By accepting this Offer, i.e., by fully fulfilling the terms of this Offer through Platform registration and payment for the selected certificates, the Buyer confirms full agreement with the terms of this Agreement.

11.3 The Buyer's acceptance of this Offer is equivalent to entering into a bilateral contract on the terms outlined in this Offer.