

Token Purchase Agreement

Sustainable Digital Assets (SDA)

Version 1.2

Last updated: 19 January 2026

1. Legal Notice

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

US Investors: This offering is limited to accredited investors as defined under SEC Regulation D. US persons who do not meet accredited investor requirements should not participate.

EU/EEA Investors: SDA Token is offered under MiCA Title II (EU 2023/1114) as a utility token. Retail investor participation is permitted in Phase 1. Phase 2 security token status will require MiFID II compliance. The timeline and procedures are detailed in Section Legal & Regulatory Framework.

2. Token Nature and Rights

SDA Tokens are utility tokens intended to provide access to the SDA platform and community participation. They do not represent equity, debt, or any financial instrument and do not entitle holders to dividends, profit-sharing, interest, redemption, or reimbursement. Holders should not expect profits from holding SDA. Nothing in this Agreement should be construed as a promise or guarantee of future value or return.

3. 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.

4. 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.

5. Payment

For the Phase 1 utility token offering, payment must be made in approved currencies or cryptocurrencies per instructions provided. Purchase is completed upon confirmation of payment receipt. For any future security-token offering, payment methods (including whether SDA will be accepted as consideration) will be set out in the applicable prospectus.

6. 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
- For US purchasers: Is an accredited investor as defined under SEC Regulation D
- 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

7. Company Representations

Sustainable Digital Assets Inc. represents and warrants that:

- Sustainable Digital Assets Inc. (Corporation Number: C 61288, LEI: 89450058XEE8WCSCQ03) 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

8. Risk Acknowledgment

Purchasers acknowledge the potential risks including legal and regulatory uncertainties, platform underperformance, market volatility, and technological failures. Token value can fluctuate significantly and may become worthless.

EU/EEA purchasers have a 14-day withdrawal right from the date of purchase. SDA Tokens are not covered by any deposit-guarantee or investor-compensation scheme.

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.

9. 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 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.

Full KYC/KYB/AML checks will be mandatory for participation in any future security-token offering (SDA-RWA), and all SDA-RWA transactions will be limited to whitelisted addresses.

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 include: gambling; pornography and other adult content; arms trade; illegal drugs and other controlled substances; unlicensed money services; privacy coins.

10. 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.

11. 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. US participation is limited to accredited investors under SEC Regulation D. 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.

12. 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.

13. Future Security-Token Offering

SDA Tokens do not confer any right to convert to equity, receive dividends, or profit-sharing. Sustainable Digital Assets Inc. may launch a separate security token (SDA-RWA) subject to regulatory approval under MiFID II. SDA Token holders may be offered a preferred allocation during the subscription window for any such offering.

There is no contractual entitlement to purchase SDA-RWA. Details including price, allocation rules, payment methods, and KYC/AML requirements will be governed by the applicable prospectus and a separate purchase agreement. If SDA is accepted as payment during the subscription period, it will be at the offer price stated in the prospectus. This does not constitute an ongoing right to exchange SDA for SDA-RWA.

14. 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.

15. Entire Agreement

This document constitutes the entire agreement between the parties regarding token purchases. All communications, including marketing materials, are intended to be consistent with the official whitepaper. This Agreement has not been approved by any regulatory authority and does not constitute a prospectus.

16. Severability

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

17. 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.

Sustainable Digital Assets Inc.

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