

**RKEY Token**  
**EARLY CONTRIBUTION SALE AGREEMENT**

This Early Contribution Sale Agreement (the “Agreement”) governs the sale of the RKEY Token during the Public sale, initiated by **RKEY** (the “Project”).

Pursuant to the terms and conditions of this Agreement, the Project hereby issues the RKEY Tokens at the time of the Project’s Public Sale, and the undersigned **user of rkey.rent and purchaser of RKEY tokens** (the “Purchaser”), agrees to purchase the RKEY Tokens in exchange for payment.

If the Purchaser does not agree with the terms and conditions of this Agreement, the Purchaser must not purchase the RKEY Tokens.

**Definitions**

In addition to the capitalised terms defined above or elsewhere in the Agreement:

**Agreement** – the Early Contribution Sale Agreement;

**Blockchain** – a digitized, decentralized, public ledger of all DLT Asset transactions;

**Bitcoin** – an open Blockchain platform available at <https://bitcoin.org/>;

**BTC** – the short name for the DLT asset ‘bitcoin’ used within Bitcoin;

**Contribution** – the act of contributing Funds towards the Project in return for RKEYs

**Distributed Ledger or DLT**– means a database system in which information is recorded, consensually shared, and synchronized across a network of multiple nodes;

**DLT Asset** – a virtual token, VFA, electronic money or financial instrument, that is intrinsically dependent on or utilises DLT;

**ERC777** – a technical standard used for smart contracts on the Ethereum blockchain for implementing tokens;

**ETH** – the DLT Asset ‘Ether’ used within Ethereum;

**Ethereum** – the Ethereum Blockchain platform available at <https://www.ethereum.org/>;

**RKEY** –RKEY is Real Estate asset acquisition platform which tokenises real estate in its holdings;

**Funds** – means USDC, USDT and/or SOL;

**Initial VFA Offering** – the VFA Offering involving the creation and issuance of RKEY Tokens via a Smart Contract;

**Offering Information** – the White Paper, Website, deal sheets, technical papers, diagrams or any other document, information or collateral prepared by the Project or its related entities relating to the Tokens or the Public Sale;

**Services** – any services provided by the Project and/or its affiliates, including the services available to registered Purchasers via the Website;

---

**Smart Contract** – a computer protocol that facilitates, verifies, or enforces the negotiation or performance of a contract, that can be executed on the Ethereum or on any other Blockchain that is compatible with smart contract programming language;

**Public Sale** – the open public sale of Tokens, for which the Agreement applies;

**Token Sale** – the limited period of sale of the Token via the Website;

**RKEY Token or Token** – the virtual financial asset which will be offered by the Project during the Initial VFA Offering;

**Virtual Financial Asset** - "virtual financial asset" or "VFA" means any form of digital medium recordation that is used as a digital medium of exchange, unit of account, or store of value and that is not electronic money, a financial instrument or a virtual token.

**Wallet** – any type of wallet used for storage of cryptocurrencies, tokens or other cryptographic assets;

**Website** – [www.RKEY.rent](http://www.RKEY.rent);

### **Public Sale Terms & Conditions**

This is a legally binding Agreement entered into by the Project and the Purchaser. It governs the use of the Website, and the Public Sale organized by the Project.

The Project reserves the right to make changes to the Agreement at any time without notice. Any such changes will become effective upon the posting of the revised Agreement on the Website and Purchaser is solely responsible for reviewing any such notice and the corresponding changes to the Agreement. The Purchaser's continued use of the Website and/or the Services following any such revisions to the Agreement will constitute Purchaser's acceptance of such changes.

The Project shall have the right to change or remove the Website (temporarily or permanently) at any time without indicating the reasons for such changes or removal and Purchaser agrees that the Project shall not be liable for any such change or removal.

The use of the Website and/or the Services is limited to parties that are eighteen (18) years of age or older (if individuals) and who can lawfully enter and formulate contracts under the applicable law.

The Agreement prevails over all other Offering Information as from their date of entry into force. Any Offering Information is given solely for information purposes and shall not constitute a contractual document in relation to the Public Sale or the Tokens. By entering into the Agreement, the Purchaser acknowledges that he has not relied on any document other than the Agreement and that the Project will not be liable in respect of any information in any other Offering Information. The Project may withdraw or modify such Offering Information, without incurring any liability or entitling the Purchaser to any compensation.

---

## 2. RKEY Tokens

- 2.1. The sale of RKEY Tokens constitutes the subject matter of the Agreement.
- 2.2. The RKEY Tokens will enable the Purchaser to access RKEY and the Services, once these have been designed, developed, and deployed by the Project.
- 2.3. RKEY Tokens will NOT entitle the Purchasers to:
  - A right of ownership in the assets of the Project;
  - Rights to dividends of the Project;
  - Participate and vote any decision within the Project;
  - Benefit from the Project's benefits/profit;
  - Benefit from any economical right, gain, asset or economical equivalent claim against the Project;
  - Any future rights or participation in the Project;
  - The management and control of the Project that has run the Initial Offering.
- 2.4. The Project does not guarantee the future use or value of the RKEY Tokens, which may be zero. The Project does not guarantee any indemnification/profit/pecuniary result in relation to the RKEY Tokens once publicly listed. The Project does not assume any risk and cannot be held liable for the price volatility of the RKEY Tokens, whereas the Purchaser, fully aware of and acknowledging the cryptocurrency market trading, liquidity, and performance risks, assumes full performance of the RKEY Tokens once publicly listed. This Agreement only governs the assignment of RKEY Tokens by the Project and no performance in relation to these.

## 3. Token Sale

- 3.1. RKEY Tokens will be issued by the Project through its Website that will be recorded on Solana, being an open source I.T. protocol over which the Project has no rights or liability in terms of its development and its operation.
  - 3.2. The distribution mechanism of RKEY Tokens will be controlled by a Smart Contract. The Project intends that RKEY Tokens will meet the protocol standard and will be subject, *inter alia*, to the operating conditions of the Internet computer network and the Solana.
-

- 3.3. The Project has no control, rights or liability in respect of the operation of the protocol and the Solana. The Project has no control over and may not take any action against the underlying technology, the Solana and the protocol, nor the Smart Contract and its code in performance mode. Therefore, the Project may not be held liable in any way for any feature that might affect the RKEY Tokens passing scheme or ownership thereof, or that might hamper the Purchaser's ability to use RKEY Tokens, including the display of RKEY Tokens in an electronic wallet compatible with the Solana token standard, or the assignment transfer or resale of RKEY Tokens to a third party.
- 3.4. RKEY Tokens will be issued and distributed by the Project, which shall operate the Token Sale from the Website.
- 3.5. Upon sale, RKEY Tokens will be subject to Vesting and a Lock- up Provision. Smart Contracts will be used to enforce the Lock-up Provision. The period of any Lock-up Provision will be enforced following the Token Sale and the RKEY Tokens will be locked.
- 3.6. After the expiration of the Lock-up provision, RKEY Purchasers may freely assign, transfer or resell RKEY Tokens to third parties, in whole or in part, at his/her own initiative, in return for payment or free of charge. However, the Purchaser shall be solely and fully liable for the conditions and consequences of such an assignment, transfer or resale of RKEY Tokens in their possession. In particular, given that the Project will have no control over such transactions, the Purchaser and their assignees may not make a claim against the Project for any loss of their RKEY Tokens due to any error of any kind that may occur during the transfer, assignment or resale.
- 3.7. The issuance of RKEY Tokens is not guaranteed against any loss by any person.

#### **4. Rules Governing Public Sale**

- 4.1. The Project will issue a total amount of one billion (1,000,000,000) RKEY Tokens.
- 4.2. During the Public Sale, the Project will only accept contributions by Purchasers making payment in: **USDC, USDT and SOL.**

#### **5. Purchaser Rights and Obligations**

5.1. The Purchaser understands and accepts that when purchasing the RKEY Tokens he is contributing into the Public Sale for developing the platform, infrastructure costs, engineering and integrations, legal, sales, marketing and operational costs.

- 5.2. Purchasing RKEY Tokens does not confer automatic access to RKEY at the time of the Agreement. RKEY Tokens may not be made use of by the Purchasers before RKEY has been effectively designed, developed, and deployed by the Project.
- 5.3. The Project will not reimburse the Purchaser if RKEY is not ultimately deployed or does not operate on a permanent basis or does not offer services and functionalities exactly equivalent to those described in the Offering Information. The Purchaser accepts such a risk and agrees that there will be no redemption or refund of RKEY Tokens and by the Project, under any circumstance.

- 5.4. In connection with and prior to the issuance of RKEY Tokens by the Project to the Purchaser, the Purchaser will:

Execute and deliver to the Project any and all other transaction documents related to the Agreement or otherwise required by the Project;

Deliver to the Project the Purchase Amount to the Project's wallet address.

Provide to the Project a public Solana address to which the Project may deliver RKEY Tokens to the Purchaser.

5.5. The Purchaser acknowledges and accepts that RKEY Tokens are not being purchased for speculation purposes.

## **6. Purchaser Information and Understanding**

- 6.1. By entering into the Agreement, the Purchaser expressly acknowledges and confirms that it has been thoroughly and comprehensively informed about the Public Sale and has sought and obtained all technical, professional, or financial advice that it requires in respect of the Public Sale, the RKEY Tokens and RKEY.
- 6.2. The Purchaser acknowledges and confirms that it is fully aware of all the legal norms and technical constraints relating to the purchase, possession and use of cryptocurrencies and tokens based on Blockchain technologies, and understands the nature, scope, and limitations of the services to be offered by the Project on RKEY.
- 6.3. The Purchaser should only purchase the RKEY Tokens if it is able to bear the risk of the entire loss of their purchase and have no need for immediate liquidity in such purchase.
- 6.4. The Purchaser acknowledges that it has a complete understanding of the contents of the Agreement.
- 6.5. The Purchaser is solely liable for determining the legal, accounting, financial and fiscal conditions, of whichever nature, applicable to them and to which it is required to comply to participate in the Public Sale.

### **Eligibility of the Purchaser**

The Project is not liable for the Purchaser's filing obligations of any kind in the country in which the Purchaser is domiciled (or any other country). The same applies to any tax or charge that would be payable by the Purchaser, in relation to the purchase, ownership, use or passing of RKEY Tokens.

The Purchaser, prior to purchasing RKEY Tokens, shall take into consideration Excluded Jurisdictions listed on the Project website.

### **Risk Factors**

Any participation in the Public Sale involves a high degree of risk. The particular risks of the Public Sale are outlined in detail in the sections hereunder.

The Purchaser hereby acknowledges that RKEY Tokens have the following Token Risks:

#### (a) Prospectus Exemption and Tax Treatment

i. RKEY Tokens do not qualify as and are not assimilated to transferable securities. Consequently, the Public Sale is not tantamount to an offering of securities to the public under European Union investment services legislation and therefore, no prospectus has been or is required to be filed.

ii. Due to the prospectus exemption of RKEY Tokens, Purchasers will be restricted from making use of the civil remedies available under the applicable securities legislation and any other prescribed safeguards and rights. Moreover, the Project is also not bound by the obligations which would otherwise apply under such legislation.

iii. The tax treatment of RKEY Tokens is currently uncertain and there may be adverse tax consequences for Purchasers upon certain future events. Each Purchaser should seek its own tax advice in connection with the purchase of the RKEY Tokens.

#### (b) Liquidity of RKEY Tokens

i. There is a risk that RKEY Tokens could be considered as not being liquid and consequently difficult to sell due to a lack of volume of RKEY Token transactions on the respective secondary market DLT Asset exchanges on which the RKEY Tokens will be listed. The Project does not intend to guarantee the liquidity of RKEY Tokens.

ii. The Project has no intention of acting as a broker, dealer, or exchange, directly or indirectly, in relation to any transaction involving RKEY Tokens.

iii. There is absolutely no guarantee that Purchasers will be able to sell RKEY Tokens.

iv. Purchasers should only purchase RKEY Tokens if they are able to bear the risk of the entire loss of their purchase and have no need for immediate liquidity in such purchase

#### (c) Less than FullAmount Pre-sold

i. The Project intends to distribute up to seventy five million (75,000,000) RKEY Tokens during the Public Sale.

ii. The Project cannot guarantee that more than the minimum amount will be pre-sold during the Public Sale. In that case, less than the maximum necessary funds will be available to the Project and, consequently, the development of RKEY and its services could be adversely affected.

#### (d) Development on a Best Effort Basis

i. Purchasers understand and accept that while the individuals and entities assigned to this task, in particular the Project, will make reasonable efforts to develop and complete RKEY, it is possible that such development may, partially or fully, fail.

ii. Furthermore, RKEY Tokens may be rendered useless-and/or valueless due to technical, commercial, regulatory or any other reasons.

#### (e) Complete loss due to Commercial Risk

i. Purchasers are aware of the risk that, notwithstanding that all, or parts, of RKEY, are successfully developed and released, a lack of public interest in RKEY could still result in a full or partial abandonment of the project.

ii. Purchasers confirm that they understand and accept that purchase of RKEY Tokens carries significant financial and/or regulatory risks (including the complete loss of the contributed DLT Asset, or the loss of any value or functionality of allocated RKEY Tokens).

8.3. The Purchaser hereby acknowledges that RKEY Tokens have the following Business Risks:

(a) No Assurance of Profitability

i. The Project operates at a loss and there is no assurance that the Project will ever be profitable.

ii. No revenues have been recorded as of the date of the Agreement, and the revenue model of the Project is contingent on the transactions generated on RKEY.

(b) Additional capital may be required

i. The Project intends to continue to make investments to support the growth of its business and build RKEY. As such, it may require additional capital to pursue its business objectives and respond to business opportunities, challenges, or unforeseen circumstances, including increasing its marketing expenditures to improve its brand awareness, developing new products or services or further improving existing products or services, enhancing its operating infrastructure and acquiring complementary businesses and technologies. Accordingly, the Project may need to engage in equity or debt financings in addition to the Public Sale to secure additional funds.

ii. If the Project raises additional funds through issuances of equity or convertible debt securities, its existing shareholders could suffer significant dilution, and any new equity securities the Project issues could have rights, preferences, and privileges superior to those of holders of its common stock. If the Project is unable to obtain adequate financing or financing on terms satisfactory to the Project, when it requires, its ability to continue to pursue its business objectives and to respond to business opportunities, challenges or unforeseen circumstances could be significantly limited, and its business, operating results, financial conditions, and prospects could be adversely affected.

(c) Personal Data Breach

i. The Project stores customers' personal information and other sensitive data. Any accidental or willful security breaches or other unauthorized access could cause the theft and criminal use of this data. Security breaches or unauthorized access to confidential information could also expose the Project to liability related to the loss of the information, time-consuming and expensive litigation, and negative publicity. If security measures are breached because of third-party action, employee error, malfeasance or otherwise, or if design flaws in the Project's software are exposed and exploited, and, as a result, a third party obtains unauthorized access to any of its customers' data, the Project's relationships with its customers will be severely damaged, and the Project could incur significant liability.

ii. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and are generally not recognized until they are launched against a target, the Project may be unable to anticipate these techniques or to implement adequate preventative measures which are costly to implement. Any security breach, whether actual or perceived, may cause the Purchasers to lose

confidence in the effectiveness of its data security measures and would harm its reputation and the Project may lose Purchasers.

(d) Protection of the Intellectual Property Rights

- i. The Project's ability to service its Purchasers will depend, in part, upon its intellectual property. It primarily relies on copyright, trade secret and trademark laws, trade secret protection and confidentiality or license agreements with its employees, customers and others to protect its intellectual property rights. However, the steps it takes to protect its intellectual property rights may be inadequate. The Project currently does not have any issued patents.
- ii. In order to protect its intellectual property rights, the Project may be required to spend significant resources to monitor and protect these rights. Litigation brought to protect and enforce its intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of its intellectual property. Furthermore, the Project's efforts to enforce its intellectual property rights may be met with defences, counterclaims and countersuits attacking the validity and enforceability of its intellectual property rights. The Project's failure to secure, protect and enforce its intellectual property rights could seriously harm its brand and adversely affect its business.

(e) Success of Marketing Efforts

- i. The Project believes that an important component of its growth will be continued market penetration through its direct marketing channel. To achieve this growth, the Project anticipates relying heavily on marketing and advertising to increase the visibility of the RKEY brand with potential Purchasers.
- ii. The goal of this marketing and advertising is to increase the strength, recognition, and trust in the RKEY brand, drive more unique visitors to submit applications on RKEY, and ultimately increase the number of customers with the Project or the number of trades made to the Purchasers.
- iii. If the Project is unable to recover its marketing costs through an increase in the number of trades carried out on RKEY, or if it discontinues its broad marketing campaigns, it could have a material adverse effect on its growth, results of operations and financial condition.

9.1. The Project will ensure that a satisfactory know your customer ("KYC") process will

be implemented to comply with all of its applicable legal and regulatory requirements.

9.2. Purchasers agree to send to the Project, prior to the conclusion of the Agreement, the following documentation/information:

- (a) If the Purchaser is an individual:
  - i. Certified true copy of passport/identification document;



- ii. Certified true copy of proof of address such as utility bill or bank statement (not older than three (3) months);
    - i. Proof of source of funds i.e. bank statement;
    - ii. Address of the wallet/account number to be used to either receive the RKEY
- Tokens purchased or to transfer funds to the Project as payment for the RKEY Tokens purchased through the Token sale.
- (b) If the Purchaser is a legal person:
  - i. Certificate of Registration;
  - ii. Certificate of Good Standing;

The Project believes its success has depended, and continues to depend, on the efforts and talents of its executives and employees. Its future success depends on its continuing ability to attract, develop, motivate and retain highly-qualified and skilled employees.

Qualified individuals are in high demand, and the Project may incur significant costs to attract and retain them. In addition, the loss of any of its senior management or key employees could materially adversely affect its ability to execute its business plan and strategy, and it may not be able to find adequate replacements on a timely basis, or at all.

### **Know Your Customer Process**

- iii. In case of a Project, a Project registry search, including confirmation that the Public Project has not been, and is not in the process of being dissolved, struck off, wound up or terminated;
- iv. A copy of most recent version of Memorandum and Articles of Association, or other constituting document such as deed of trust or similar legal agreement;
- v. Address of the wallet/account number to be used to either receive the RKEY Tokens purchased or to transfer funds to the Project as payment for the RKEY Tokens purchased through the Token sale.
- vi. The documentation listed if the Purchaser is an individual must be provided by a Purchaser which is a legal person for natural persons who ultimately own or control that body corporate or body of persons through the direct or indirect ownership of a 25% percentage of the shares, voting rights or ownership interest (beneficial ownership).
- 9.3. The Project reserves the right to request any supporting documents from the Purchasers as may deemed necessary to ensure the accuracy of the details they have supplied and the

compliance of the KYC process.

- 9.4. The Purchaser acknowledges and understands that the Project shall not issue the RKEY Tokens to the Purchaser unless it has identified and verified the Purchaser's true identity and its beneficial owners where applicable.

## 10.

### **Limitation of Liability**

10.1. Purchasers expressly acknowledge the uncertain nature of the RKEY project as presented in the White Paper and that this project, therefore, may not come to fruition or may have to be abandoned due to technical constraints, without RKEY Tokens being used.

10.2. Purchasers expressly acknowledge and accept, as an essential condition of the Agreement, that they will not be entitled to sue or bring any direct or indirect legal action before the courts, the arbitration bodies or any alternative dispute settlement body, against the Project, its directors, shareholders, employees and subcontractors in the event of the non-performance, non-deployment or non-implementation of the RKEY, even in cases where their RKEY Tokens have lost some or all of their value.

10.3. In addition, the Project may not be held liable for any of the following:

- i. Use of the Project's services that are not compliant with the terms of the contract;
- ii. Non-performance, failure, malfunction or unavailability of the services from RKEY due to a third party, the Purchaser of the RKEY Token, a third-party product, or the Purchaser's breach of its obligations;
- iii. Indirect damages such as business loss or disturbance, loss of orders, operating loss, infringement of the trade mark, loss of profits or Purchasers (e.g. improper disclosure of confidential information concerning said Purchaser due to failure or piracy of the system, third-party proceedings against the Purchaser, etc.);
- iv. Loss, disclosure or unlawful or fraudulent use of Purchaser sign-on by the Purchaser or third parties;
- v. Suspension of access or temporary or permanent suspension of the RKEY Tokens or of the Website (in particular, arising from a request issued by an appropriate administrative or judicial authority, or notification received from a third-party);
- vi. Loss, alteration or destruction of all or part of the content (information, data, applications, files or other items) hosted on the infrastructure, insofar as the Project is not responsible for managing the continuity of Purchaser activities, and data backups in particular;
- vii. Mismatch between the RKEY Tokens functionalities and services and the Purchaser's needs (in particular, with regard to the sensitivity of the relevant data);
- viii. Security incidents relating to use of the Internet, concerning in particular the loss, alteration, destruction, disclosure or unauthorised access to the Purchaser's data or details on or via the Internet;

ix. Any fluctuation on the values of RKEY Tokens or any other values on cryptocurrency market, any impact on the cryptocurrency market resulting from regulation updates or law enforcement or any disruption on the functionality of any platform where the RKEY Tokens shall be traded when listed.

## **11. Liability of Purchasers**

- 11.1. Purchasers acknowledge that they are solely liable for storage and use of the purchased RKEY Tokens under normal conditions of use, and in accordance both with current legislation and their profession's code of conduct, which they declare they are fully aware of.
- 11.2. Purchasers shall be deemed personally liable for any damaging consequences arising from the abnormal, non-compliant or unforeseeable storage, transfer or use of the RKEY Tokens.
- 11.3. Purchasers acknowledge that they have received all of the necessary details from the Project on the information and data they have communicated and are therefore solely liable for the purchased RKEY Tokens' suitability in terms of their specific planned use.
- 11.4. Purchasers agree to send the Project their correct and updated personal details at the time of creating their client account and each time they may modify the said account.
- 11.5. Purchasers will be solely and exclusively liable for the logins required to log into the Public Sale website. The Project shall not be held liable for any illegal or fraudulent use of the Purchaser's login. The provision of logins is deemed confidential. Any suspicion of intentional or unintentional disclosure of the login shall engage the Purchaser's sole liability, excluding that of the Project.
- 11.6. The Purchaser will assume full responsibility for the consequences of any theft or misuse of the RKEY Tokens purchased as a result of any use by the members of its staff or by any person to whom the Purchaser has provided their login(s). Similarly, the Purchaser will assume full responsibility for the consequences of the loss of the above- mentioned login(s).

Date: 29 March 2024