

# Token Sale Agreement

## 1. Introduction

This Token Sale Agreement ("Agreement") is entered into between Real Estate and Service AP GmbH, a company registered in Zug, Switzerland ("Issuer"), and the natural or legal person agreeing to these terms ("Participant"). This Agreement governs the sale of tokens ("Tokens") linked to the CannaGreen Project, an innovative medical cannabis cultivation initiative in Ukraine, as detailed in the CannaGreen Whitepaper (the "Whitepaper").

## 2. Definitions

- Token: A digital asset issued on the Ethereum blockchain (ERC-1400 standard), representing a digital right to interact with the CannaGreen Project's platform and participate in its utility and governance features.
- Project: The CannaGreen initiative, including cultivation facilities in Rusaniv, Ukraine, as described in the Whitepaper.
- Whitepaper: The document dated [Insert Date], outlining the Project's objectives, risks, and operational model, incorporated herein by reference.
- Smart Contract: Self-executing code on the Ethereum blockchain governing Token issuance, optional income distribution mechanisms, and compliance features.

## 3. Token Sale Terms

### 3.1 Token Price & Utility

- Price: 1 Token = 1 CHF (or equivalent in cryptocurrency/fiat).
- Utility: Tokens grant rights to:
  - Access to platform services related to the CannaGreen Project.
  - Participation in decision-making through decentralized governance.
  - Optionally, if enabled, participation in future income distributions as per company policy and financial results.

### 3.2 Payment & Issuance

- Payment: Via Smart Contract or designated bank account.
- Token Transfer: Within 48 hours of payment confirmation.

## 4. Participant Rights & Obligations

### 4.1 Rights

- Receive updates on the Whitepaper and operational progress.
- Participate in governance mechanisms and decisions, if eligible.
- Optionally trade Tokens on approved platforms post lock-up period, subject to compliance.

### 4.2 Obligations

- Complete AML/KYC verification (passport, proof of funds).
- Acknowledge risks (war, regulatory changes) via signed disclaimer.

4.3 All participants must pass KYC/AML screening before engaging in any platform activity that involves financial value exchange.

4.4 Prior to token buybacks, all participants will undergo a KYC re-verification process to comply with Swiss regulatory norms.

4.5 Institutional participants are subject to enhanced due diligence (EDD), including proof of funds and source of wealth verification in accordance with Swiss AML regulations.

4.6 Institutional participants holding over 5% of total issued tokens must commit to a minimum 18-month lock-up period before engaging in any secondary market transactions exceeding 50% of their holdings. This period is enforced via Smart Contract restrictions and applies equally to all categories of participants, unless otherwise authorized by the Issuer.

## 5. Issuer Responsibilities

### 5.1 Project Execution

- Operate the CannaGreen Project per the Whitepaper, including:
  - Maintaining energy autonomy (solar panels, diesel generators).
  - Complying with Ukrainian cultivation laws (License No. 667/23).

## 5.2 Financial Transparency

- Publish annual audited financial statements (Swiss auditor).
- Maintain a Reserve Fund (20% of revenues) for emergencies (war, market volatility).

5.3 In the event of a business acquisition, the new owner must either (a) offer to buy back all participant tokens at a fair market value or (b) assume responsibility for maintaining the existing token rights structure.

## 6. Risk Disclosures

- War in Ukraine: Potential infrastructure damage; assets insured via Insurance company (1.5M CHF coverage).
- Regulatory Risks: Changes in EU/Ukrainian cannabis laws.
- Market Risks: Token pricing may fluctuate based on demand and usage.

## 7. Compliance

- Swiss Law: This Agreement is governed by Swiss law; disputes resolved in Zug courts.
- Ukrainian Compliance: Adherence to cultivation License No. 667/23 and applicable export regulations.
- All secondary market transactions must pass KYC verification. Non-compliant wallets may be blacklisted.

## 8. Force Majeure

- Includes war, sanctions, and regulatory bans. Parties are exempt from liabilities if the Project is halted due to such events.

## 9. Amendments

- Changes to this Agreement require 51% approval by Token holders and a Swiss legal review.

## 10. Signatures

Issuer:

Real Estate and Service AP GmbH

By: \_\_\_\_\_

Name: Andrii Petrovitskyi

Title: Geschäftsführer

Date: \_\_\_\_\_

Participant:

Name/Entity \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Annexes:

1. CannaGreen Whitepaper (Version 1.1, dated March 25<sup>th</sup>, 2025).
2. AML/KYC Procedure Document.
3. Insurance Policy Summary.