

AGREEMENT ON FUTURE PURCHASE AGREEMENT (BUYBACK OPTION CONTRACT) NO. XXX/2023

....., date of birth

permanent resident at

account number:, at

IBAN: BIC/SWIFT:

e-mail:

as the **Future Seller**, as the first party,

and

company **APF AGRICULTURAL INVESTMENT LTD., ID No.: 13810721**

with its registered office at Enterprise House 2, Pass Street, Oldham, Manchester, OL9 6HZ, United Kingdom
represented by Mrs. Andrea Mičulková, Director

registered in the Registrar of Companies for England and Wales

IBAN: CZ20 2010 0000 0023 0213 4097 BIC/SWIFT: FIOBCZPPXXX

e-mail: info@apfdigitalagrifund.com

as the **Future Buyer**, as the second party,

the "Future Seller" or the "Future Buyer" shall hereinafter be referred to individually as the "**Party**" and collectively as the "**Contracting Parties or Parties**", unless a specific designation of each is required,

enter, on the date, month and year indicated below within the meaning of Section 1785 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter the "**Civil Code**"), into this

Agreement on Future Purchase Agreement (hereinafter the "**Option Agreement**")

Article I.

Declaration of the Future Seller

1. The Future Seller declares that they are the sole owner of the **APF Coin (APFC)** cryptocurrency in the number of **XX.XXX units**, which is stored in a digital wallet with Mitilena s.r.o. (hereinafter Mitilena) (www.mitilena.com).

(hereinafter collectively as the "**Subject of the Transfer**").

Article II.

Obligation to conclude the Purchase Agreement

1. The Contracting Parties agree that the Purchase Agreement shall be concluded **by DD.MM.2027 at the latest, but not earlier than DD.MM.2024**. The Contracting Parties agree to conclude the Purchase Agreement, according to which the Future Seller undertakes to hand over to the Future Buyer the Subject of the Transfer and to allow the Future Buyer to acquire ownership of the Subject of the Transfer, and the Future Buyer undertakes to take over the Subject of the Transfer and to pay the Future Seller **the future purchase price agreed in Article II. par. 4** of this Agreement below (hereinafter the "**Purchase Agreement**").
2. The Contracting Parties undertake to conclude the Purchase Agreement **within 30 (thirty) days** from the date on which they receive a notice from the other Contracting Party to conclude the Purchase Agreement (but not earlier than **DD.MM.2024**), subject to the following conditions:

- a) no third-party rights, in particular liens, encumbrances, restrictions on transferability, or any executions, seals or information about pending proceedings of any kind, (including any related entries and notes) (hereinafter the “**Legal Defect**”) shall be attached to the Subject of the Transfer.
3. The Contracting Parties agree that the exchange value for determining the future purchase price is the exchange rate of 1 APFC (one APF Coin) to USD 0.225 (22,5 cents USD). The total future purchase price is determined by the total amount of APFC exercised at the conclusion of the Option Agreement multiplied by USD 0.225 (e.g., 10.000 APFC * USD 0.225 = USD 2250). The Future Seller has provided credible evidence of ownership of the APFC prior to the conclusion of this Option Agreement (account statement from Mitilena, screen shot of balance and wallet owner’s name).
4. **The future purchase price of the Subject of the Transfer is set at XX.XXX APFC * USD 0.225, which represents the total amount of USD XX,XXX. Future Buyer guarantees a minimum gross return of 25% p.a.**
5. In the event that the actual Purchase Agreement is not concluded within the time limit set out in paragraph 1 of this Article of this Agreement for reasons on the part of the Future Buyer, the Future Buyer is obliged to pay the Future Seller a contractual penalty of 50% of the future purchase price.

Article III.

Remuneration for concluding the Option Agreement

1. The Future Seller undertakes to pay the Future Buyer a remuneration of **5%** (five percent) of the future purchase price, which amounts to **USD X,XXX**.
2. The remuneration shall be paid by the Future Seller within 5 working days after the conclusion of this Agreement to the current account of the Future Buyer, IBAN: CZ20 2010 0000 0023 0213 4097, BIC/SWIFT: FIOBCZPPXXX, payment reference XXX2023.
3. In the event of default by the Future Seller in the payment of the remuneration within the term specified in paragraph 2. of this Article of the Agreement, the Future Buyer is entitled to unilaterally withdraw from this Agreement.

Article IV.

Miscellaneous

1. The Contracting Parties mutually declare that they are entitled to conclude the respective purchase agreements for the subject of the Option Agreement without limitation.
2. The Future Buyer undertakes to conclude the Purchase Agreement for the subject of the Option Agreement within 30 calendar days after a written request from the Future Seller in accordance with Article II. par. 2. The written request shall be sent electronically to the e-mail address of the Future Buyer: info@apfdigitalagrifund.com.
3. The obligation to conclude the Purchase Agreement applies exclusively to the Future Buyer.
4. The Future Seller is not obliged to exercise the right to conclude the Purchase Agreement for the subject of the Option Agreement. In such a case, the Future Seller shall also be entitled to **unilaterally withdraw** from this Agreement at any time.
5. Upon the expiration of the period referred to in Article II. par. 1, this Agreement shall automatically **terminate without further claims of the Contracting Parties**. The Future Buyer shall retain the remuneration paid.
6. Withdrawal from this Agreement by the Future Seller **does not terminate** the Future Buyer’s right to remuneration under this Agreement. The Future Buyer shall retain the remuneration paid.

Article V.

Final provisions

1. This Agreement becomes valid and comes into force on the date of its signing by all Parties. The Contracting Parties declare that this Agreement corresponds to their true and free will and sign it with their own hands as proof of their agreement with its wording.

- 2. Any changes or additions to this Agreement may only be made by written amendments signed by both Contracting Parties, which shall form an integral part of this Agreement.
- 3. This Agreement is executed in 2 counterparts with the validity of the original, one counterpart for the Future Seller and one counterpart for the Future Buyer.
- 4. In accordance with Act No. 253/2008 Coll., as amended, the Future Seller declares that by providing the financial benefit under this Agreement they do not seek to conceal its illegal origin, acquisition or financing of terrorism, that they are not a politically exposed person or a person close to them and that they are the true owner of the funds. In accordance with Act No. 253/2008 Coll., as amended, the Future Seller declares that they are not a politically exposed person or a person close to them, that they are the beneficial owner of the funds, and that the funds do not originate from the proceeds of crime and terrorist financing.

In on

In on

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APF AGRICULTURAL INVESTMENT LTD.
Future Buyer

.....
Client
Future Seller