

CSB Developers

Security Token Purchase Agreement

Date: December 16, 2023

Number:2135593

This Security Token Purchase Agreement (hereinafter - the “Agreement” or “STPA”) contains the terms and conditions that govern your purchase of the BNORE Security Tokens, a ERC-20 blockchain asset that is programmed using a smart contract that is compatible with the Polygon blockchain (the “Token”, “Tokens” or BNORE Security Token, BNORE Security Tokens or “securities”) and it defines your rights and obligations concerning the purchased Tokens. BNORE Security Tokens are represented in the form of Common shares class B. This is an agreement between you (“Purchaser”) and CSB developers, Inc. having its registered Unit 1411, 14/Floor, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong. (the “Company”). Purchaser and the Company are herein referred to individually as a “Party” and collectively as the “Parties” agrees on the following.

1. DEFINITIONS

“**Company IP**” – means all tangible and intangible intellectual property rights which the Company holds concerning its goods and services provided under this Agreement or in the course of any other agreement. The full scope of all possible intellectual property rights under applicable law and all valid international treaties relates to the following objects but is not limited to them: trademarks, copyrights, patents for inventions, utility models, industrial designs, and know-how.

“**Effective Date**” – date of execution of this Agreement.

“**Date of offering**” - the date from which the period for raising Fundraising target should be counted.

“**Sale period**” – a period which is expected to have of 3 rounds, during which the Company will enter into this Agreement with selected Purchasers identified by the Company.

“**Fundraising target**” - the minimum amount in a specific round which needs to be raised for the Company to deploy funds.

Round 1

Sale Period:	Start Date: 01.01.2024
	End Date: 01.03.2024
Fundraising target:	€342 000

Round 2

Sale Period:	Start Date: 01.02.2024
	End Date: 01.05.2024

Fundraising target: €988 290

Round 3

Sale Period: Start Date: 01.05.2024

End Date: 01.07.2024

Fundraising target: €13 912 750

“Total Fundraising Amount” - the largest amount of €15 243 040 that is supposed to be taken for the project. Upon reaching this amount the STO is completed.

“Lock-up period” - a 3-month period during which the Tokens will be entirely non-transferrable or re-sellable.

"Offering Memorandum" - means a legal document describing a company's securities that have been put on sale.

"Token Transfer" means the transfer of the Tokens from the Company's wallet address to the Purchaser's Polygon wallet address.

“Wallet” - as described further herein.

“Token Receipt Address” - as described further herein.

“Token Deposit Address” - as described further herein.

2. DISCLAIMERS

THE HOLDER OF ANY TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TOKENS CONCERNING APPLICABLE LEGAL REGULATIONS IN THEIR COUNTRY OF RESIDENCE.

PARTICIPANTS CANNOT PURCHASE THE TOKENS IF THERE ARE APPLICABLE LEGAL RESTRICTIONS IN THEIR COUNTRY OF RESIDENCE. PARTICIPANTS MAY BE RESTRICTED BY THEIR JURISDICTIONS FROM PARTICIPATING IN THE TOKEN SALES. THE TOKEN ARE ONLY INTENDED FOR SALE TO PARTICIPANTS WHO MAY LAWFULLY OFFER THE TOKEN FOR SALE. THE COMPANY DOES NOT OFFER THE TOKEN FOR SALE TO ANY CITIZENS AND/OR RESIDENTS OF TERRITORIES WHERE PARTICIPATION IN THE TOKEN SALES IS FORBIDDEN AND CITIZENS AND/OR RESIDENTS FROM ANY UNSANCTIONED COUNTRIES, INTER ALIA, COUNTRIES WHICH ARE GRAY AND BLACK-LISTED BY FATF.

THE COMPANY DOES NOT ACCEPT ANY PARTICIPANTS WHO ARE BELOW THE AGE OF MAJORITY TO ENTER INTO AGREEMENTS (AT LEAST 18 YEARS OF AGE). TO PARTICIPATE IN THE TOKEN SALE OR THE PRIVATE SALE YOU SHOULD BE A PERSON AT THE AGE OF FULL LEGAL CAPACITY (UNDER THE REQUIREMENTS OF THE LAW OF YOUR JURISDICTION).

3. THE PARTIES AGREE AS FOLLOWS:

3.1. THE TOKENS MAY HAVE NO RIGHTS, USES, OR ATTRIBUTES OUTSIDE OF THE COMPANY'S ECOSYSTEM.

3.2. THE TOKENS MAY HAVE NO VALUE OUTSIDE OF THE COMPANY'S ECOSYSTEM.

3.3. THE TOKENS OFFERING WILL LAST UNTIL REACHING THE TOTAL FUNDRAISING AMOUNT OR THE END OF THE SALE PERIOD.

3.4. THE COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL THE TOKEN PURCHASE REQUESTS AT ANY TIME AT ITS DISCRETION.

3.5. THE PURCHASER ACKNOWLEDGES THAT HE IS FULLY AWARE THAT HE WILL NOT BE ENTITLED TO CLAIM ANY FULL OR PARTIAL REIMBURSEMENT UNDER ANY CIRCUMSTANCES WHATSOEVER, EXCEPT IN THE CASE THAT THE COMPANY DO NOT MEET THE HARD CAP OR OTHER CASES UNDER THE BVI LAW RELATED TO RIGHTS OF INVESTORS.

3.6. THE PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE PROCEEDS FROM THE SALE OF THE TOKENS WILL BE UTILIZED BY THE COMPANY AT ITS DISCRETION.

3.7. THE COMPANY HAS PREPARED THE OFFERING MEMORANDUM, AS MAY BE AMENDED FROM TIME TO TIME UPON THE COMPANY'S SOLE DISCRETION.

THE PURCHASER HAS READ AND UNDERSTANDS THE OFFERING MEMORANDUM AND ITS CONTENTS.

3.8. THE PURCHASER CAREFULLY READS ALL RISKS OUTLINED IN SECTION 8 AND AGREES TO UNDERTAKE ALL THESE RISKS.

4. ELIGIBILITY

4.1. To be eligible to participate in the Token purchase, you have to provide personal information as requested during the registration and identity verification process on [the link will be provided later].

4.2. You must also have a wallet or other storage mechanism (“Wallet”) that supports the token ERC-20 standard to receive any Tokens you purchase from us and provide the address for your Wallet (the “Token Receipt Address”). We reserve the right to prescribe additional guidance regarding specific requirements concerning a storage mechanism for the Tokens. You must have the ability to send tokens to the address that we provide (the “Token Deposit Address”).

5. TOKENS

5.1. Characteristics of Tokens:

- Common equity shares class B in the form of security tokens.
- No voting rights attached to the Tokens.
- Holders are entitled to dividends.

5.2. In connection with and before the transfer of Tokens by the Company to the Purchaser:

5.2.1 Purchaser will execute and deliver to the Company any other transaction documents related to this STPA as are reasonably requested by the Company; and

5.2.2. Purchaser will provide the Company a ERC-20 wallet address to which Purchaser’s Tokens will be allocated.

5.3. Terms and Conditions. This Agreement shall be effective and binding on the Company and Purchaser when Purchaser receives the Tokens on Purchaser’s ERC-20 Wallet address.

5.4. Restrictions on Transferability. All Tokens acquired according to this STPA will be subject to the restrictions on transferability and resale described in the Offering Memorandum, which respective section is incorporated herein by reference.

5.5. Withdrawal Rights. Purchaser will have the rights outlined in the Offering Memorandum, which relevant section is incorporated herein by reference.

5.6. Termination. This STPA will expire and terminate upon either:

- where the Offering Memorandum expires;
- where the Offering Memorandum withdrew;
- where the Total Fundraising Amount is reached;

· where the 3 month period expires and the Company enables token transfer.

In case of termination caused by the expiry of the Offering Memorandum or withdrawal thereof, all funds received in connection with the Offering from such purchasers will be promptly returned to the respective purchasers. Such refund will be paid in the same currency and the same amount with the exclusion of transaction fees and any other applicable fees. In case the Offering lasts till the end of the sale period and meets the Total Fundraising Amount, all funds received in connection with the Offering from such purchasers will be promptly returned to the respective purchasers as described in the Offering Memorandum.

6. TERMS OF PAYMENT

6.1. In consideration of the grant of the Right by the Company to the Purchaser, the Purchaser will pay the Purchase Price to the Company under the STPA and/or Offering Memorandum. An amount of the Purchase Price equal to €8 in Round 1, €10 in Round 2 and Round 3, or equivalent in USD, EUR, USDT, USDC or other applicable currency, as defined below, multiplied by the Token Amount shall be deemed a prepayment for the transfer of the token according to the terms of this STPA.

6.2. The Company will accept payment in USD, EUR or USDT, USDC. Other currencies may be available on the date of execution of this Agreement. Notwithstanding the foregoing, the Purchase Price will be deemed to be in EUR, whether the Purchaser pays in any other applicable currency, valued under this STPA and/or Offering Memorandum.

6.3. In case of the payment via wire transfer:

6.3.1. After the Purchaser selects and confirms the purchase amount, the Company will issue a respective invoice which must be settled by the Purchaser within 5 (five) business days of its receipt. In case of failure to settle the invoice within the mentioned period, the transaction will be dismissed and the Purchaser will need to set up his order for purchase again.

6.3.2. After the Purchaser settles the respective invoice the Company transfers an equivalent amount of Tokens to the Purchaser's Polygon wallet address.

6.4. In the case of payment using cryptocurrency:

6.4.1. After the Purchaser selects and confirms the purchase amount on the appropriate web page of the Company's digital securities dashboard (hereinafter - the "DS Dashboard") he/she will be asked to insert his/her whitelisted cryptocurrency wallet address and click the confirmation button. Upon this, the funds in the set amount equal to the amount in appropriate fiat currency will be transferred to the Company's cryptocurrency wallet address and the Company will transfer the required amount of Tokens to your indicated cryptocurrency wallet address.

7. COMPANY REPRESENTATIONS AND WARRANTIES

7.1. The Company represents and warrants to Purchaser, as of the Effective Date, as follows:

The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation.

7.2. The execution, delivery, and performance by the Company of this STPA is within the power of the Company and, other than concerning the actions to be taken when Tokens are to be authorized and transferred to Purchaser, has been duly authorized by all necessary actions on the part of the Company. This STPA constitutes a legal, valid, and binding obligation of the Company, enforceable against the Company following its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

7.3. To the knowledge of the Company, the performance and consummation of the transactions contemplated by this STPA do not and will not: (i) violate any material judgment, statute, rule, or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

7.4. To the knowledge of the Company, no consents or approvals are required in connection with the performance of this STPA, other than (i) the Company's corporate approvals.

7.5. The Company makes no warranty whatsoever with respect to the tokens, including any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; or (iii) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage of trade, or otherwise.

8. ADDITIONAL REPRESENTATIONS AND WARRANTIES REGARDING ANTI-MONEY LAUNDERING & ANTI-BRIBERY

8.1. By transacting in Tokens and accessing our Services, you agree that no payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to:

8.1.1. the government of any country designated by the European Securities and Markets Authority as a country supporting international terrorism;

8.1.2. the government of any country that has been designated as a non-cooperative country or designated by the European Securities and Markets Authority as a money laundering; or

8.1.3. directly or indirectly supporting any other illegal activities.

8.2. By transacting in Tokens and accessing our Services, you further agree that all payments or other transfers of value to the Company by you will be made through an account located in a jurisdiction that does not appear on the FATF gray and blacklist of boycotted countries published by the Financial Action Task Force or EU REGULATION 2016/1675 identifying high-risk third countries as in effect at the time of the payment or other transfer of value.

8.3. In the event that you or the source of the funds for the Tokens, receives deposits from, makes payments to or conducts transactions relating to a non-EU banking institution (a “Non-EU Banks”) in connection with the acquisition of Tokens, the Non-EU Banks:

8.3.1. has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities;

8.3.2. employs one or more individuals on a full-time basis;

8.3.3. maintains operating records related to its banking activities;

8.3.4. is subject to inspection by the banking authority that licensed it to conduct banking activities; and

8.3.5. does not provide banking services to any other Non-EU/Non-smart contracts issued on the Ethereum blockchain network Banks that do not have a physical presence in any country and that is not a registered affiliate.

8.4. You acknowledge that pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire a Tokens before, and from time to time after, the date of this Agreement. You further agree that no payment or other transfer of value to the Company and no payment or other transfer of value to you shall cause the Company to be in violation of applicable EU or state or non-EU laws or regulations, including, without limitation, anti-money laundering, anti-bribery or anti-boycott laws or regulations.

9. PURCHASER REPRESENTATIONS AND WARRANTIES

9. 1. In addition to the eligibility criteria set forth herein, Purchaser represents and warrants to the Company, as of the Effective Date and the date of the Token transfer, as follows:

9.1.1. Purchaser has full legal capacity, power, and authority to execute and deliver this STPA and to perform his, her, or its obligations hereunder. This STPA constitutes the valid and binding obligation of the Purchaser, enforceable under its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

9.1.2. Purchaser is acting for his, her or own account, and Purchaser has made independent decisions regarding his, her or its investment and to whether the investment is appropriate or

proper for him, her or it based solely upon his, her or its judgment and upon advice from such advisors as Purchaser has deemed necessary. Purchaser is not relying on any communication (written or oral) from the Company as investment advice or as a recommendation to invest, it is understood that the Offering Memorandum and this STPA and any explanations related to the Offering Memorandum and this STPA will not be considered investment advice or a recommendation to make an invest. No communication (written or oral) received from the Company will be deemed to be an assurance or guarantee as to the expected results of the investment.

9.1.3. Purchaser has made his, or her investigation and evaluation of this STPA and the Tokens, including the risks involved in an investment in this STPA and the Tokens. In making such investigation and evaluation, Purchaser has been provided with, and has carefully reviewed, the Offering Memorandum and has consulted with his, her or its own legal, financial, and tax advisors as to the merits and risks of an investment under this STPA.

9.1.4. Other than as outlined in the Offering Memorandum and this STPA as having been authorized by the Company, Purchaser has not relied on any statements concerning the Company, this STPA, or the Tokens.

9.1.5. Purchaser has read each of the representations, warranties, acknowledgments, confirmations, and agreements contained herein and understands, and agrees, that Purchaser is deemed to have made such representations, warranties, acknowledgments, confirmations, and agreements for the benefit of the Company under this STPA.

9.1.6. Purchaser has been advised that tokens under the STPA may be transferred under the terms outlined in the Offering Memorandum. Purchaser is purchasing this Tokens its account for investment, and not with a view to, or for resale in connection with, the distribution thereof, and Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.

9.1.7. Purchaser has knowledge and experience in financial and business matters such that Purchaser is capable of evaluating the merits and risks of such investment, can incur a complete loss of such investment without impairing Purchaser's financial condition, and can bear the economic risk of such investment for an indefinite period.

Except as expressly outlined in this STPA, the purchaser acknowledges that it has not relied upon any representation or warranty and disclaims any reliance (including as to the accuracy or completeness of any information provided by or on behalf of the company) on any statement made, or any information provided, by the company, or any other person on the company's behalf.

10. LIMITATIONS OF LIABILITY

10.1. The Company's aggregate liability arising out of or related to this STPA, whether arising out of or related to breach of contract, tort, or otherwise, will not exceed the total of the amounts paid to the Company under this STPA.

10.2. The Company is not responsible for any delays, losses, costs, non-delivery of refunds or tokens, or other issues arising from your failure to provide a token receipt address or providing an inaccurate or incomplete token receipt address.

10.3. Neither the Company nor its directors, officers, employees, or agents shall be liable for any special, exemplary, punitive, incidental, indirect, or consequential damages or lost revenues, lost profits or diminution in value, or any other similar damages or losses, in each case arising out of, relating to or resulting from this STPA.

10.4. The Tokens may be utilized on various third-party platforms, e.g. the exchanges where transaction fees apply. Note, that you may lose part of your Tokens on such a transaction, therefore, you may lose part of your investments.

11. TAXES

11.1. The Purchase Price that Purchaser pays for Tokens is exclusive of all applicable taxes. Purchaser is solely responsible for determining what, if any, taxes apply to its transaction, including, for example, sales, use, value added, and similar taxes. It is also the Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar taxes arising from Purchaser's purchase of Tokens.

11.2. Purchaser agrees not to hold the Company or any of its affiliates liable for any tax liability associated with or arising from the obtaining of Tokens, or any other action or transaction related to utilization of the Company's services in this regard.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. We retain all rights, titles, and interest in all of our intellectual property (the "Company IP"), including inventions, designs, discoveries, processes, marks, methods, compositions, formulae, techniques, knowhow, information, and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon, and we retain all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future, as well as all applications, extensions, and renewals concerning such rights. You may not use any of the Company IP for any reason, except with our express, prior, written consent which may be revoked by us, and you are not entitled, for any purpose, to any of the Company IP.

12.2. We shall at all times retain ownership, including all rights, title, and interests in and to the Company IP, and you understand and accept that by obtaining Tokens according to this Agreement, you shall not:

12.3. Acquire or otherwise be entitled to any Company IP;

12.3.1. Claim in respect of any Company IP or any other equivalent rights; or

12.3.2. Use, attempt to use, copy, imitate, or modify (whether in whole or in part) any Company IP, except with our prior written consent.

13. MISCELLANEOUS

13.1. This STPA sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings, and agreements, whether oral or written, between them.

13.2. Any provisions of this STPA may be amended or modified only upon the written consent of the Parties and shall be executed in a separate annex or additional agreement.

13.3. Any waiver at any time by any Party under this STPA, or concerning any other matters arising in connection with this STPA, will not be deemed to be a waiver concerning any subsequent matter. Any waiver under this STPA must be in writing. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this STPA will operate or shall be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.4. Any notice required or permitted by this STPA will be deemed to have been delivered when sent by email to the relevant address listed on the signature page, which address may be subsequently modified by email notice.

13.5. Purchaser is not entitled, as a holder of our security tokens, to vote on the annual or special meetings of the shareholders of the Company.

13.6. Purchaser will have no legal or equitable rights, interests, or claims in or to any specific property or assets of the Company as a result of this STPA. To the extent that the Purchaser acquires a right to receive any payment from the Company in connection with this STPA, such right shall be no greater than the right of compensation for the purchase of the token outlined in the Offering Memorandum.

13.7. Neither this STPA nor the rights contained herein may be assigned, by operation of law or otherwise, by either Party without the prior written consent of the other Party, except that the

Company may assign this STPA, without the consent of Purchaser, in connection with a reincorporation by merger, conversion, domestication or otherwise to change the Company's domicile. Any assignment in contravention of the provisions of this Section will be null and void.

13.8. In the event any one or more of the provisions of this STPA is for any reason held to be invalid, illegal, or unenforceable, in whole or in part or any respect, or the event that any one or more of the provisions of this STPA operate or would prospectively operate to invalidate this STPA, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this STPA and the remaining provisions of this STPA will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

13.9. All rights and obligations hereunder will be governed by the laws of the VBI. The courts located in the VBI will have exclusive jurisdiction over any dispute arising out of this STPA or the transactions contemplated hereunder, and the Parties hereby submit to the personal jurisdiction of such courts.

13.10. Each of the parties hereby irrevocably waives any right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this STPA or the transactions contemplated hereunder.

13.11. Purchaser will and will cause its affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably requested by the Company to carry out the provisions of this STPA and give effect to the transactions contemplated by this STPA, including, without limitation, to enable the Company or the transactions contemplated by this STPA to comply with applicable laws.

IN WITNESS WHEREOF, the undersigned has caused this STPA to be duly executed and delivered after typing the Purchaser's First and Last Name in the form provided at the end of this STPA.