

## PUBLIC OFFER

This document is a formal offer (Public Offer) of **SolarGroup Ltd.** (Company No. 15658), hereinafter referred to as the "Platform", acting on the basis of the international brokerage and clearing license L15658/SG dated 01.03.2024, this public offer offers "Investors" (an unlimited number of individuals and legal entities that have agreed with the terms and conditions of this public offer, cooperation on the terms and conditions set out in the Offer. Acceptance of this public Offer in one of the ways specified in clause 1.1.6. of the Offer. The Offer shall be deemed equivalent to the conclusion of the Agreement on the terms and conditions set forth in the Offer. The Platform requests to take into account that the above actions are a full and unconditional agreement with (Acceptance of) this Offer, therefore the Investor is recommended to carefully read the text of this Offer (including amendments made over time) posted on the Website, and in case of disagreement with the terms and conditions at any time to leave the Website and not to use the services of the Platform. The Offer shall become effective from the moment of its posting on the Internet at: <https://reg.solargroup.pro/user/home>, and shall remain in force until revoked by the Platform. The Platform has the right to change the terms and conditions of the Agreement unilaterally, and they will not apply to already concluded agreements. The Investor acknowledges that any consent confirmed by it technically during the procedures announced on the Website shall be deemed to have been concluded and shall not require any additional or other documentary evidence on the part of the Investor.

### 1. TERMS AND DEFINITIONS

1.1. For the purposes of this Offer, the following terms and definitions shall be used with the following meaning:

1.1.1 "**Website**" means a collection of linked web pages located on the Internet at a unique address (URL): <https://reg.solargroup.pro>, including subdomains.

1.1.2 "**Platform**" means SolarGroup Ltd. receiving investments for realization of the Investment Project.

1.1.3. "**Investor**" means any individual or legal entity that has concluded an Investment Agreement (hereinafter referred to as the Agreement) with the Platform on the terms and conditions contained in this Public Offer, providing investments to the Platform for realization of the Investment Project.

1.1.4 "**Investments**" means own, borrowed and/or attracted funds invested by the Investor. In accordance with the Agreement, investments are funds of target financing and may not be used for purposes other than those for which they are provided under the Agreement.

1.1.5 "**Investment project**" means a set of investment objects, the purpose of which is monetization of ready-made technical solutions. And also, creating new technical solutions and monetizing them.

1.1.6. "**Investor's Personal Data**" means any information of personal nature that allows to identify the Investor, such as: full name; passport or other data allowing to identify the client; contact phone number; e-mail address; content of correspondence between the Investor and the Platform; information about the Investor's visits to the Website; Investor's answers in any surveys or questionnaires; information that the Platform may request from the Investor in response to his/her request.

1.1.7 "**Acceptance**" means full and unconditional acceptance by the Investor of the terms and conditions of this Offer. Acceptance of this Offer is a combination of the following legal facts:

- familiarization of the Investor with the terms and conditions of the Offer;
- payment of Investments in the amount according to the Tariff Plan;

1.1.8. **"Offer"** means a public offer of the Platform published on the Website, addressed to any individual or legal entity to conclude a contract with it on the existing terms and conditions contained in the Offer, including all its attachments.

1.1.9. **"Registration Form"** means a html form, which the Investor fills in with his/her personal data on the Website, in order to gain access to his/her personal account and to be able to pay for Investments and use the Platform services.

1.1.10. **"Content and materials"** means any intellectual property objects of the Platform placed on the Website or contained in the mailing list in the form of texts, images, drawings, photos, graphs, videos, programs, sounds, interfaces, logos, trademarks, computer codes, which are the content of the Website, and/or placed on the Website, with the consent of the Platform, as well as the aggregate of information materials sent to Investors by e-mail.

1.1.11 **"Tariff Plan"** means an ordered list of prices valid in the company, taking into account the application of discounts, as well as other (special) terms and conditions. And applicable for different categories of Investors, including the amount and number of Shares (Share Packages).

1.1.12 **"Personal Account "** means a virtual personal account of the Investor located on the servers of the Investment Recipient and located at <https://reg.solargroup.pro>, which is accessed after authorization (entering a login and password known only to the Investor).

1.1.13 **"Investment Activity Result"** means achievement of the objectives for the sake of which the Investments are provided and/or obtaining other useful effect, including obtaining shares of the Investment Project.

1.1.14 **"Investment Share"** means a unit of measurement of investment participation in the project. An electronic copy of the share is displayed in the Investor's Personal Account.

1.1.15 **"Conversion"** means the process of **converting** Investment Shares into shares in a directly proportional equivalent. The number of Investment Shares convertible into one share is determined by the following formula:

$$V_{Inv.Sh.} = \frac{P_{shares}}{P_{Inv.Sh.}}, \text{ where}$$

$V_{Inv.Sh.}$  - Number of investment shares

$P_{shares}$  - Nominal value per share

$P_{Inv.Sh.}$  - Nominal value of investment share

1.1.16 **"Rules for Investment and Discount on Shares"** means the aggregate of the Tariff Plan and the terms and conditions stipulated in the Investment Agreement.

1.2.1. If terms not specified in clause 1.1 are used in this Offer, they shall be used and interpreted in accordance with the current legislation and business customs established in the Internet.

1.2.2. By accepting the Offer, the Investor guarantees that he/she is familiarized with, agrees fully and unconditionally with, accepts all the terms and conditions set forth in the text of the Offer.

1.2.3. The Offer does not require signing and sealing by the Parties, while remaining legally valid.

## 0. SUBJECT OF THE OFFER

2.1. The Platform assumes obligations on realization of the Investment Project specified in clause 1.1.5 of this Offer, and the Investor, in its turn, carries out target financing of the Platform by providing investments in the amount according to the Tariff Plan

2.2. The Investor shall invest funds in the Projects by paying for the Tariff Plan through the payment system chosen by the Investor.

2.3. The Platform, upon receipt of funds from the Investor, undertakes to transfer to the ownership of the Investor the Investment Shares free of encumbrances and not subject to third party claims. The number of shares transferred to the Investor is determined by the Tariff Plan chosen by the Investor.

2.4. The Investment Activity Result shall be achieved through the implementation of the Investment Project. The Investment Activity Result is recognized as the transfer of shares of the Investment Project.

2.4.1 The Investor may receive shares after the moment of reorganization of the Investment Project into a joint stock company.

2.4.2 The term of transfer of shares shall be counted from the moment of reorganization of the Investment Project into a joint stock company and may not exceed 3 (three) years from the moment of such reorganization.

2.4.3. The number of shares to be transferred to the Investor shall be calculated taking into account the Conversion.

2.5. The Platform shall independently determine the necessity to perform certain actions for the purpose of realization of the Investment Project.

2.6. From the moment of receipt of funds as Investments to the Platform account, this Agreement shall be deemed concluded between the Investor and the Platform.

2.7. Acceptance implies that the Investor is familiarized with the terms and conditions of the Investment Agreement, as well as recognizes the unconditional suitability of the payment system offered by the Platform for the payment of Investments and profits.

2.8. The Platform reserves the right to change the terms and conditions of the Offer and, accordingly, of this Agreement unilaterally without prior agreement with the Investor, such changes being effective from the moment of their publication on the Website. Therefore, the Platform recommends the Investor to regularly check the terms and conditions of this Agreement for amendments and/or additions. The current version is permanently posted on the Website.

2.9. The Investor agrees that amendments and additions to this Agreement shall entail amendments and additions to the Agreement already concluded by Acceptance and in force between the Platform and the Investor, and they shall enter into force simultaneously with such amendments to this Agreement. At the same time, the Investor who had paid for the Investments before the change in the terms and conditions of the Agreement shall not be subject to the changes made.

2.10. All existing (actually functioning) at the moment functions of the Website and Platform Services, as well as any subsequent modifications and additional functions and services appearing in the future, fall under the scope of this Offer.

## **0. RIGHTS AND OBLIGATIONS OF THE PLATFORM**

3.1. The Platform commits to:

3.1.1. Perform organizational, administrative, marketing, production and other functions necessary for the implementation of the Investment Project.

3.1.2. Use the provided Investments only for the realization of the Investment Project.

3.1.3. Transfer the shares of the Investment Project to the Investor upon occurrence of certain conditions specified in clause 2.4 of this Offer

3.1.4. Indicate on the Website the current price of the Tariff Plans.

3.1.5. Resolve disputable situations with the help of correspondence when the Investor contacts the Website support service. If any matter is not governed by this Offer, the Platform shall decide how to deal with that particular situation.

3.1.6. Not to disclose the Investor's Personal Data and not to provide access to this information to third parties, except for cases expressly provided for by the current legislation and the Confidentiality Policy.

3.1.7. Comply with the requirements of the legislation concerning the processing, transfer and protection of the Investor's Personal Data. It shall not be considered a breach of confidentiality of personal data if the Platform provides information to agents, counterparties and third parties acting on the basis of a contract with the Platform.

3.1.8 Transfer to the Investor the Investment Shares in the amount corresponding to the Tariff Plan selected and paid by the Investor.

3.2. The Platform shall be entitled to:

3.2.1. Independently determine the ways and methods of the Project implementation without prior agreement with the Investor.

3.2.2. At any time, without prior notice, an unlimited number of times, moderate and change the design of the Website, its sections, services, features and tools, at its discretion make any changes to the Website and its sections, services, features and tools, change their contents, delete, modify and post any results of intellectual activity with or without prior notice, including introducing additional restrictions in its use.

3.2.3. Send to the Investor messages of advertising and informational nature, as well as of other nature, according to the terms and conditions of the Confidentiality Policy. If the Investor does not wish to receive the Newsletter letters from the Platform, he/she can unsubscribe from it by clicking a special link, which is available in each received letter.

3.2.4. Change the terms and conditions of this Agreement at any time at its discretion by publishing the relevant changes on the Website.

## **0. RIGHTS AND OBLIGATIONS OF THE INVESTOR**

4.1. The Investor undertakes to:

4.1.1. Carefully study the information on the terms and conditions of the contract on the Website before accepting the offer.

4.1.2. For the purpose of realization of this Agreement, provide the Platform with true and complete data, including his/her Personal Data (name, e-mail address) and information necessary for execution of the Offer.

4.1.3. Pay for the Investment Shares according to the selected Tariff Plan.

4.1.4. Commits to ensure the normal functioning and availability of e-mail and/or contact phone number (timely replenish the balance of the phone number, monitor the possibility of receiving calls by the cell phone). The Investor is obliged to inform the Platform immediately if the contact telephone number and/or e-mail address cannot be restored to serviceability or availability.

4.1.5. Give consent to the Platform for automated, as well as non-automated processing of his/her personal data indicated on the Website by collecting, systematizing, accumulating, storing, clarifying and deleting for the purpose of sending by e-mail SMS-messages of materials from the Platform.

4.2. The Investor shall be entitled to:

4.2.1. Contact the Platform on all matters related to the Agreement by using the appropriate address posted on the Website.

## **0. COST AND PROCEDURE FOR MAKING INVESTMENTS**

5.1. Investments under this Agreement shall be defined in the monetary form, the main currency shall be US dollars (hereinafter referred to as USD). By agreement, the Parties may agree to provide investments in other currencies.

5.1.1 Investments under the Agreement may be received in another currency provided that such currency is converted equivalent to the USD exchange rate posted on the Website.

5.2. Investments shall be provided by the Investor in accordance with the terms and conditions of the Agreement by investing the desired amount into the Platform account. The amount of the Investment shall be specified in the Appendices to this Agreement.

5.3. The Investment Amount shall be displayed in the Investor's Personal Account within seven business days after the funds are credited to the Platform account.

5.4. After the amount of the Investment is actually deposited by the Investor and displayed in the Personal Account, the Investor has the right to choose a Tariff Plan on the Website.

5.5. Investments are provided by the Investor in accordance with the "Rules for Investment and Discount on Shares", which are an integral part of the Agreement. and receive Investment Shares in the amount specified in the Tariff Plan selected by the Investor.

5.6. The Investment Recipient reserves the right to unilaterally amend the "Rules for Investment and Discount on Shares" at any time for the most efficient implementation of the Investment Project. Such changes shall come into effect from the moment of posting the amended text in the Investor's Personal Account, unless other terms of changes coming into effect are determined additionally during such posting.

5.7. The method of transfer of the Investments under the Agreement is transfer of funds in US dollars or other currency agreed by the Parties by the Investor to the Investment Recipient's

account specified in the Investor's Personal Account. At the same time, the Investor's obligations in terms of payment under the Agreement shall be deemed fulfilled from the date of receipt of funds to the Investment Recipient's account, as well as selection of the desired shareholding in accordance with clause 5.5. hereof.

5.8. The Investor has the right to increase the number of Investment Shares by purchasing a Tariff Plan via the Website.

5.9. The valid purchase price of the Investment Shares is the price indicated on the Website in the Tariff Plan paid by the Investor.

## **0. REFUND**

6.1. The request for a refund of paid amounts of Investments by the Platform shall not be subject to satisfaction.

6.2. The amount deposited to the Investor's account via the Platform is an Investment and cannot be returned to the Investor until the realization of the Investment Project.

6.3. The Platform has the right to pay the amount to the Investor as part of internal promotions. The size of such amount shall be determined by the rules of the promotion.

## **0. LIABILITY OF THE PARTIES**

7.1. For failure to fulfill or improper fulfillment of their respective obligations under this Agreement, the Platform and the Investor shall bear financial liability in accordance with the terms and conditions of this Agreement and English common law.

7.2. The Platform shall be liable for damages incurred by the Investor as a result of the use or non-use of the Platform Services only if a direct culpable act or omission of the Platform is proven.

7.3. The Platform shall not be liable to the Investor for failure to transfer the Investment Activity Results to the Investor for reasons beyond the Platform's control, namely:

- Lack of necessary documents on the part of the Investor;
- Indication of incorrect information, including provision by the Investor of incorrect or forged documents that do not correspond to reality;
- Errors made by the Investment Project registrar when transferring shares to the Investor;
- Any instance of malfunction in telecommunication, computer, electrical and other related systems;
- For the correctness or incorrectness of the decisions made by the Investor regarding the Investments and project implementation;
- For non-fulfillment and/or improper fulfillment of obligations of third parties engaged by the Platform.

7.5. In no event shall the Platform be liable under this Agreement for:

- any acts and/or omissions resulting directly or indirectly from the acts/ omissions of any third parties;

- any indirect losses and/or lost profits of the Investor and/or third parties regardless of whether the Platform could have foreseen the possibility of such losses or not.

## **0. TERMINATION OF THE AGREEMENT**

8.1. This Agreement may be terminated only after the transfer of shares of the Investment Project to the Investor.

8.2. At the initiative of the Platform, this Agreement may be terminated ahead of schedule at any time, provided that the shares are transferred to the Investor at the time of termination.

8.3. The Platform shall have the right to terminate this Agreement unilaterally in accordance with Clause 12.6.1.

8.4. In cases of termination of this Agreement for reasons other than those listed above, the issues of recalculations and payments shall be resolved by agreement of the parties or in accordance with the procedure established by law. The claim procedure for dispute resolution is mandatory. The deadline for responding to the claim is 20 (Twenty) calendar days from the date of its receipt.

8.5. If disputes and disagreements cannot be settled through negotiations, they shall be referred to the court at the location of the Platform.

## **0. GUARANTEES**

9.1. The Investor guarantees that he/she realizes the risky nature and essence of the investment activity. Any investment of funds using the knowledge and information of the Platform obtained in the course of realization of the investment agreement shall be made by the Investor at his own risk on the basis of an independent decision.

9.2. Except for the guarantees expressly set forth in this Agreement, the Platform makes no other express or implied guarantees under this Agreement.

9.3 By agreeing to and accepting the terms and conditions of this Offer by accepting the Offer, the Investor represents and warrants to the Platform that:

- The investor has provided accurate information about himself/herself;
- The Investor concludes this Agreement voluntarily, whereby the Investor: has fully familiarized himself/herself with the terms and conditions of the Offer, fully understands the subject of the Offer and this Agreement, fully understands the meaning and consequences of his/her actions in relation to the conclusion and execution of this Agreement;
- The Investor has all rights and powers necessary for conclusion and execution of this Agreement;
- No information or advice given by the Platform (by a responsible employee of the Platform) can be considered as guarantees, as they are consultations of a recommendatory and/or informational nature.

## **0. CONFIDENTIALITY**

10.1. The Parties have agreed to keep confidential any information received by one Party with respect to the other in the course of fulfillment of their obligations under this Agreement.

10.2. Information recognized as confidential under this Agreement may not include information that is publicly available in accordance with legal requirements.

10.3. For violation of the confidentiality regime under this Agreement, the party that has committed such violation shall be obliged to compensate the other party for direct losses incurred by it in connection with this violation.

10.4. The provisions of this Article do not apply to cases where either party hereto is obliged to disclose confidential information to the competent authorities as required by law.

## **0. FORCE MAJEURE CIRCUMSTANCES (FORCE MAJEURE)**

11.1. Each party shall be released from liability for partial or full failure to fulfill its obligations under this Agreement if it proves that it was a result of force majeure circumstances that arose after the conclusion of this Agreement as a result of extraordinary events, such as: fire, explosion, flood, earthquake, strike, hostilities, decrees of the Government or the President of the Russian Federation, federal and local authorities and other force majeure circumstances, which the party could not either foresee or prevent, nor take such circumstances into consideration when concluding this Agreement.

11.2. The exemption from liability applies only for the period during which these force majeure circumstances and their consequences exist.

11.3. The Platform is obliged to notify the Investor about the occurrence of such circumstances by posting information on the Website and/or to the electronic mailbox specified by the Investor when making the payment, and the Investor is obliged to send a letter to the Platform technical support via the Website.

11.4. The notice shall contain data on the nature of the circumstances, as well as official documents certifying the existence of these circumstances and, if possible, assessing their impact on the possibility of the party to fulfill its obligations under this Agreement, as well as the expected period of its fulfillment.

11.5. The existence of force majeure circumstances, their impact and duration shall be documented by an official of the competent authority or a representative of the party.

11.6. In the above-mentioned cases, the term of fulfillment of the Parties' obligations under this Agreement shall be increased commensurately with the time during which such circumstances and their consequences are in effect.

11.7. If the force majeure circumstances and their consequences continue to exist for more than two months, the parties shall conduct additional negotiations to identify acceptable alternative ways of fulfillment of this Agreement.

11.8. If the force majeure circumstances continue to exist for six or more months, each party shall have the right to refuse to fulfill its obligations under this Agreement.

## **0. FINAL PROVISIONS**

12.1. The period for making the Offer Acceptance is limited by the Offer being on the Website. This Offer shall become effective from the moment of its acceptance and shall remain in force until the Parties fulfill their obligations in full.



12.2. Recognition by the court of invalidity of any provision of this Offer, and as a consequence, of the Agreement concluded by its Acceptance, shall not entail invalidity of other provisions.

12.3. The Parties acknowledge that all notices, communications, agreements, documents and letters sent using the Investor's Personal Account shall be deemed to have been sent and signed by the Parties, unless such letters do not expressly state otherwise.

12.4. Authorized e-mail address for the Investor is recognized as: the e-mail address specified when filling in the Registration Form on the Website.

12.5. This Agreement constitutes the entire agreement between the Platform and the Investor. The Platform does not assume any terms and conditions and obligations other than those specified in this Agreement, unless such terms and conditions or obligations are fixed in writing and signed by authorized representatives of the Platform and the Investor. In the event that any terms and conditions of annexes or additional agreements to this Agreement conflict with the terms and conditions of this Agreement, the provisions of this Agreement will prevail.

12.6 By accepting this Public Offer, the Investor assures the company of the following:

- The Investor guarantees timely fulfillment of his/her/its obligations under this Agreement;
- The Investor guarantees that he/she is not a resident of the USA, Japan or any other country whose internal legislation directly or indirectly prohibits investments in other countries without proper status, that he/she is not a resident of countries with restricted investments, and that he/she is familiarized with the list of countries with restricted investments in the Investor's Personal Account. In case of non-compliance with this clause, the Investor undertakes to bear all costs related to this violation and its consequences;
- The Investor warrants that he/she/it is entering into this Agreement for its own benefit and not for the benefit of any third party resident in the United States, Japan or any other state whose domestic laws prohibit directly or indirectly investments in other countries without proper status;
- The Investor guarantees that he/she has sufficient knowledge and experience in financial and commercial matters, is able to evaluate the benefits and risks of such an investment without worsening his/her financial position;
- The Investor assures that all information indicated by him/her/it by providing it on the Company's Website and in this Agreement is true;
- Within the framework of this Agreement the Investor assures about inadmissibility of dissemination of inaccurate information defaming the honor and/or business reputation of the Company. Dissemination of information defaming honor and/or business reputation means bringing such information to the attention of third parties, by broadcasting such information in the media, radio communication, public speeches, publications on the Internet, in messengers and chat rooms, as well as other communication of such information to a third party or an indefinite number of persons.

12.6.1. In case the Investor violates one of the clauses specified in clause 12.6 of this Offer, such Agreement shall be considered null and void and its fulfillment by the Company shall be impossible

