

MARCH 2026

# TOKEN ALLOCATION AGREEMENT

DIJETS INC LIMITED

## **1. Parties**

This Token Allocation Agreement (“Agreement”) is made between:

Dijets Inc Limited, a company incorporated in England and Wales with registered office at Clockwise, Mountbatten House, 1 Grosvenor Square, Southampton SO15 2JU and

The undersigned Advisory Council Member (the “Member”).

This Agreement is supplemental to and must be read together with the Advisory Council Conduct and Expectations Policy (the “Policy”) and the Consolidated Governance Constitution (the “Constitution”).

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## **2. Definitions**

“Launch Date” means the date on which the Dijets mainnet becomes operational.

“Active Council Membership” has the meaning given in Clause 12.2a of the Policy.

“Staking Period” means the twelve (12) month period commencing on the start of the Advisory Council governance term as defined in the Constitution.

“Conditional Allocation” means tokens subject to the Staking Period and tenure requirement.

“Goodwill Tokens” means discretionary tokens transferred under Clause 12A of the Policy.

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## **3. Nature of Allocation**

3.1 Any token allocation is granted solely in connection with the Member’s advisory role.

3.2 Nothing in this Agreement creates:

- Employment
- Partnership

- Agency
- Joint venture
- Fiduciary status

3.3 Token allocations do not constitute salary, wages, or contractual remuneration.

3.4 The Member acknowledges that digital assets are volatile and that no representation or guarantee is made as to present or future token value.

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#### **4. Conditional Council Token Allocation**

4.1 The Member shall be eligible to receive the following Conditional Allocation:

25,000 DJT tokens

4.2 The Member must complete twelve (12) consecutive months of Active Council Membership commencing on the start of the Advisory Council governance term. The twelve (12) month period runs continuously and shall not be paused, reset, extended, or deferred due to delay in staking, inactivity, suspension, or removal.

4.3 If the Member ceases to maintain Active Council Membership before completion of the twelve (12) consecutive months commencing on the start of the Advisory Council governance term.:

- Any conditional unstaking rights automatically lapse;
- The Member shall have no entitlement to early unstaking;
- The Company may suspend, cancel, or reallocate such unstaking rights in accordance with the Policy and applicable governance documentation.

4.4 Prior to any forfeiture decision, the Company shall follow the written representation procedure described in Clause 12.3a of the Policy.

4.5 Upon successful completion of the Staking Period in accordance with Clause 4.2, the Member shall obtain full and unconditional unstaking rights in respect of the Conditional Allocation.

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## **5. Transfer and Custody**

5.1 Tokens shall be transferred to a digital asset wallet controlled exclusively by the Member.

5.2 The Member retains sole custody and control of private keys.

5.3 The Company shall not require access to private keys.

5.4 Once transferred, tokens remain under Member custody, subject only to staking mechanics and applicable protocol rules.

5.5 The Member acknowledges that blockchain transactions are irreversible and that the Company shall not be responsible for errors in wallet address information supplied by the Member.

5.6 Nothing in this Agreement creates a charge, trust, security interest, or beneficial ownership arrangement in favour of the Company over tokens once transferred, except as expressly provided under applicable staking mechanics.

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## **6. Goodwill Token Transfers (Non-Conditional)**

6.1 The Company may transfer Goodwill Tokens directly to the Member's personal wallet at its discretion.

6.2 Goodwill Tokens:

- Are not subject to staking;
- Are not subject to tenure requirements;
- Are not conditional upon continued membership;
- Shall not be clawed back;
- Remain the sole property of the Member once transferred.

6.3 Goodwill Tokens are separate from Conditional Allocations and are not governed by Clause 4 of this Agreement.

6.4 The quantity of Goodwill Tokens may vary between Members.

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## **7. Tax Responsibility**

7.1 The Member acknowledges that receipt, staking, holding, or disposal of tokens may give rise to tax liabilities.

7.2 The Member is solely responsible for:

- Determining tax treatment
- Reporting to relevant tax authorities
- Paying any taxes arising.

7.3 The Company makes no representation regarding tax consequences.

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## **8. Regulatory and Compliance Acknowledgment**

8.1 Nothing in this Agreement constitutes:

- An offer of securities
- A financial promotion
- Investment advice.

8.2 The Member acknowledges they are not authorised persons under the Financial Services and Markets Act 2000.

8.3 The Member confirms they are participating in their capacity as an Advisory Council Member and not in reliance on any expectation of profit derived from the efforts of others.

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## **9. Regulatory Change**

9.1 If changes in law or regulation materially affect legality or classification of the allocation, the Company may:

- Amend staking mechanics
- Substitute alternative structures
- Delay transfers
- Suspend or cancel allocations where legally required.

9.2 The Company shall act reasonably and in good faith.

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## **10. No Expectation of Ongoing Allocation**

10.1 Token allocations are discretionary.

10.2 No past allocation creates entitlement to future allocations.

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## **11. Termination of Council Membership**

11.1 Termination of Council membership shall not:

- Affect Goodwill Tokens already transferred
  
- Create entitlement to Conditional Allocation unless the Member has fully satisfied the twelve (12) consecutive month requirement set out in Clause 4.2.

11.2 Removal before completion of the Staking Period results in automatic lapse of unstaking rights.

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## **12. Limitation of Liability**

12.1 The Company shall not be liable for:

- Token price volatility
  
- Market performance
  
- Exchange availability
  
- Protocol-level issues beyond its reasonable control.

12.2 Nothing in this Agreement limits any liability which cannot lawfully be excluded under applicable law.

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### **13. Entire Agreement and Superseding**

13.1 This Agreement, together with the Advisory Council Conduct and Expectations Policy and the Consolidated Governance Constitution, constitutes the entire agreement between the parties in relation to the subject matter of token allocation and governance-linked incentives.

13.2 This Agreement supersedes and replaces any prior oral or written representations, discussions, communications, draft documents, indications of allocation, wallet assignments, incentive descriptions, or informal arrangements made to or with the Member relating to token allocations.

13.3 No prior statement, promise, representation, or allocation indication shall create any entitlement or expectation except as expressly set out in this Agreement.

13.4 In the event of any inconsistency between this Agreement and any prior communication, this Agreement shall prevail.

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### **14. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, and the remainder shall continue in full force and effect.

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### **15. No Waiver**

No failure or delay by the Company in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

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### **16. Governing Law**

This Agreement is governed by the laws of England and Wales.