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Executive Summary | PFP Villas by Ocean Capital

Project Overview: The project “PFP Villas” is administered by Ocean Capital, a registered entity in Indonesia, operating under the corporate identity BALI TKC INVESTMENTS (NPWP: 39.988.715.5-903.000, NIB: 1508230019886). Ocean Capital's registered office is situated at Jalan Bedugul, Number 35, Sidakarya, Denpasar. The endeavor proffers an exceptional investment opportunity, denoting the development of four luxury villas in the Uluwatu region, conveniently located a mere 10-minute distance from the renowned Balangan Beach. The precise geospatial coordinates are indicated at 54WP+92W, Jimbaran, Badung Regency, Bali. Each of these sumptuous villas boasts an approximate 150-square-meter expanse, inclusive of a private pool and dedicated parking facilities, all elegantly designed in accordance with the Balinese architectural style.

Purpose of the Whitepaper: This whitepaper, in its essence, serves as a comprehensive compendium of information. Its paramount purpose is to instill confidence by providing a meticulously detailed insight into the project. By furnishing all pertinent legal and commercial particulars, it endeavors to establish credibility and transparency for prospective investors.

Token Offering Objective: The fundamental objective of this token issuance is conceptually akin to the provision of a financial loan to underwrite a segment of the developmental enterprise. We aspire to secure a total investment of \$80,000 through this token issuance. Those astute investors who acquire project-specific tokens will be rewarded with a 15% return on their investment over the span of a 12-month term, with the added flexibility to effect early withdrawal should the company attain its commercial objectives ahead of schedule.

Property Ownership: The meticulous acquisition of a 704-square-meter land parcel for this project underscores our commitment to stability and long-term vision. This property is held under a 25-year lease agreement, with a provision for subsequent renewal.

Commercial Objective: The central commercial objective of this project revolves around the wholesale divestiture of the entire development to discerning individuals or corporations with a strategic interest in real estate investment for rental income. Purchasers of our villas will be accorded a 25-year extension on their contractual obligations, thereby enabling a lucrative avenue for property rental income.

Token Acquisition: Our tokens are exclusively procurable through our designated platform, oceancapital.me. This streamlined approach is designed to confer a secure and expedient mechanism for investors to partake in this captivating real estate venture.

Responsibility for Whitepaper Content

Ocean Capital (hereinafter referred to as the "Issuer" or the "Company") assumes responsibility for the content of this document and declares that, to the best of its knowledge and understanding, the information contained in this document is accurate, and no relevant data has been omitted. In the event of any discrepancies or errors in translation, the memorandum published in English shall serve as the reference document, alongside the publication of the same in other languages.

The Issuer further declares that, in preparing this document, it has taken all reasonable precautions to ensure that, to the best of its understanding, the information contained in the document is correct and does not omit any facts that may affect the statements made in the document.

Issuer's Data

Ocean Capital - Promoter, Owner, and Project Responsible Party

Ocean Capital is the promoter, owner, and responsible entity for the project. The company is registered as BALI TKC INVESTMENTS, with its registered office located at Jalan Bedugul, Number 35, Sidakarya, Denpasar, Indonesia.

Land Acquisition

The land associated with this project was acquired under the name of the Director of Ocean Capital. This acquisition was made prior to the formal legal establishment of the company.

Ocean Capital's Mission and Background

Ocean Capital was established to offer investment alternatives through the tokenization of real estate properties, beginning with proprietary developments. The overarching mission of Ocean Capital is to evolve into a prominent platform where diverse

developers can tokenize and fund their projects. This visionary mission underpins the raison d'être of Ocean Capital.

Founded in 2023 by Martin Pilosof, the CEO of Itesa Innovation Company LLC, a technology firm specializing in creating Minimum Viable Products (MVPs) for startups. Martin Pilosof, with a background in personal real estate investments in Bali, embarked on the creation of Ocean Capital to facilitate the tokenization of impactful real estate developments. Presently, Ocean Capital is under the dynamic leadership of Martin Pilosof, who serves as the prominent figure representing the PFP Villas project.

Agustin Fregossi - Chief Technology Officer (CTO) [LinkedIn](#)

Agustin Fregossi, a seasoned professional in blockchain technology and a dedicated tech lead at Itesa Innovation Company, joins the Ocean Capital team as the Chief Technology Officer (CTO). His expertise and leadership in blockchain development will drive the technical aspects of the project, ensuring its successful implementation.

Max Blumenthal and Ryan Kalish - Real Estate Developers [LinkedIn Max](#) [LinkedIn Ryan](#)

While not official members of the Ocean Capital team, Max Blumenthal and Ryan Kalish, real estate developers, have been contracted to spearhead the local management and execution of the real estate development project. Their extensive experience in real estate development adds substantial value to the project's successful realization, under the oversight of Ocean Capital.

Project Design and Construction

The project's design and construction phases are executed by the contracted company **PT. EXSPACE KONTRUKSI INDONESIA**, which maintains its registered office at Jl. Gn. Tangkuban Perahu, Padangsambian Klod, Kec. Denpasar Barat Kota, Denpasar Bali 80361.

PFP Villas Business Plan

I. Project Financing

In March 2023, Ocean Capital secured a substantial investment of \$220,000 from private angel investors. This investment was earmarked to facilitate the acquisition of the land, project design, and initial construction expenses.

II. Land Acquisition and Development

In April 2023, the process of land acquisition for a 700-square-meter plot in Uluwatu, with its address at 54WP+92W, Jimbaran, Badung Regency, Bali, was initiated. The objective of this acquisition was to enable the construction of four 150-square-meter villas, intended for the lucrative tourism sector.

III. Construction Timeline

Construction activities commenced in September 2023, with an estimated completion timeframe of 10 months.

IV. Market Opportunity

Bali, particularly the Uluwatu region, presents compelling opportunities for those interested in the vacation rental market. The profitability of the PFP Villas project, and the funds to fulfill the 15% interest to token holders, are derived from the sale of these villas to buyers seeking to engage in vacation rental enterprises with these properties.

V. Project Profitability

The estimated average profitability, accounting for low, medium, and high-season scenarios for villa buyers, ranges between 20% and 30% annually. This profitability allows buyers to recoup their investment within an estimated period of 5 to 6 years, contingent on the purchase price of the villas.

VI. Villa Pricing Strategy

PFP Villas are initially marketed at \$235,000 each as of September 2023. It is intended to incrementally increase the prices on a monthly basis, taking into account the project's progress.

VII. Sales Forecast

It is projected that the entire project could potentially be sold within six months of construction commencement. This estimation is derived from data provided by Bali real estate agencies and the Director of Ocean Capital's prior experiences. As a result, the

smart contract is structured to allow for the withdrawal of funds before the 12-month period in the event the project attains its commercial goals ahead of schedule.

In our commitment to transparency and providing comprehensive information to our prospective villa buyers, we have meticulously prepared a detailed financial projection table. This table offers an insight into the anticipated economic performance of the PFP Villas investment under a broad spectrum of scenarios. We have factored in various elements, including an assumed average occupancy rate of 70%, to provide you with a clear picture of your potential earnings and expenditures as a villa owner. This financial projection serves as a valuable tool to help you make informed investment decisions. It is included in the whitepaper to underscore the high potential for success in our business. As the evidence clearly demonstrates, villa buyers are poised to enter a highly profitable venture, making this investment an attractive opportunity. Please find the attached Excel table for a comprehensive breakdown of projected income and expenses in the vacation rental market.



ROI Projections

Monthly Income Projection

Conversion: 1 USD=15000 IDR

OCEAN CAPITAL

MONTHS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
No days of month	31	28	31	30	31	30	31	31	30	31	30	31	365
No months	01	01	01	01	01	01	01	01	01	01	01	01	12
Total units per months	31	28	31	30	31	30	31	31	30	31	30	31	365
Occupancy	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	1
Total units sold	22	20	22	21	22	21	22	22	21	22	21	22	256
Average Daily Rate	300	300	300	300	300	300	300	300	300	300	300	300	300
Total sales	6510	5880	6510	6300	6510	6300	6510	6300	6510	6300	6510	6300	76650
COST OF GOODS SALES													
Bathroom Supplies Room	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5	78
Cleaning Supplies	4	4	4	4	4	4	4	4	4	4	4	4	48
General Supplies	9	9	9	9	9	9	9	9	9	9	9	9	108
Guest Supplies	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	30
Kitchen Supplies	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	31.2
Kitchen Water	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6	31.2
Laundry	52	52	52	52	52	52	52	52	52	52	52	52	624
Total Cost of Good Sales	79.2	79.2	79.2	79.2	79.2	79.2	79.2	79.2	79.2	79.2	79.2	79.2	950.4
Gross Profit Margin	6430	5800	6430	6220	6430	6220	6430	6220	6430	6220	6430	6220	75700
EXPENSES													
Electricity	100	100	100	100	100	100	100	100	100	100	100	100	1200
Garbage	3	3	3	3	3	3	3	3	3	3	3	3	36
Property management fee %	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	
Property management fee \$	651	588	651	630	651	630	651	651	630	651	630	651	7665
Client Promo Gift	10	10	10	10	10	10	10	10	10	10	10	10	120
Cleaner Salary	100	100	100	100	100	100	100	100	100	100	100	100	1200
Poolman Salary	40	40	40	40	40	40	40	40	40	40	40	40	480
Airbnb fee %	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	3.33%	
Airbnb Fee	144.522	130.536	144.522	139.86	144.522	139.86	144.522	144.522	139.86	144.522	139.86	144.522	1701.63
Total Expenses	1048.522	971.536	1048.522	1022.86	1048.522	1022.86	1048.522	1048.522	1022.86	1048.522	1022.86	1048.522	12402.63
Operational Profit	4984	4470	4984	4813	4984	4813	4984	4813	4984	4813	4984	4813	58613
TAX													
Taxes on rentals %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Taxes on rentals \$	434	392	434	420	434	420	434	434	420	434	420	434	5110
EAT	4333	3881	4333	4183	4333	4183	4333	4183	4333	4183	4333	4183	50948

X: 32,08 in
Y: 21,26 in

Use of Funds

The funds raised through this token issuance are earmarked exclusively for the purpose of covering costs directly associated with the construction and development of the PFP Villas project. These funds are dedicated to financing various project-related expenditures, including land acquisition, architectural design, construction materials, labor costs, project management, regulatory compliance, and any additional construction-related expenses.

This transparent allocation of funds ensures that every contribution from our valued investors will be channeled directly into the realization of the project. Ocean Capital is firmly committed to the responsible and efficient utilization of these funds, with a steadfast focus on delivering the PFP Villas project to its fullest potential. This

dedication to the prudent management of funds underscores our commitment to the success of our endeavor and the interests of our token holders.

Token Economic Rights

Token Information:

- A total of 80,000 tokens, denoted as OCT, will be issued at a value of one USD per token.
- The minimum investment is set at 500 OCT (or USD), with the maximum investment being the remaining available quantity.

Profitability and Staking Structure:

- Token holders are guaranteed a 15% return on their investment after one year. This structure entails a return of the invested capital plus 15% interest over a 12-month period.
- In the event that Ocean Capital achieves its objectives before the 12-month period, the withdrawal of funds becomes available starting from the 6th month. The 15% profit is achieved through 12 months of staking, and in cases where early withdrawals are permitted, the interest will be proportional to the duration of the investment.
- The minimum staking period is 6 months, and tokens cannot be withdrawn before this period, irrespective of commercial objectives.
- The maximum staking period is 12 months. Tokens held beyond this period will not accrue additional interest or profits for the token holder.

Illustrative Profit Scenarios:

Scenario 1: A participant purchases 1,000 OCT tokens and stakes them for 16 months. The profit in this scenario would be 150 OCT, calculated at a rate of 15% over a full 12-month staking period.

Scenario 2: A participant acquires 1,000 OCT tokens. Ocean Capital allows withdrawals after 8 months, and the participant chooses to withdraw at the 8th month. The profit in this scenario is calculated proportionally to the 12-month staking period. Therefore, the profit in this case would be 100 OCT.

Scenario 3: A participant buys 1,000 OCT tokens. Ocean Capital permits withdrawals at the 12th month, and the participant opts to withdraw at the 12th month. The profit in this scenario would be 150 OCT, calculated based on the 15% interest over the full 12-month staking period.

Formula: Profit = (Principal Amount) x (Interest Rate) x (Number of Months Staked / 12)

Receiving Funds as a Token Holder

When a token holder decides to withdraw their OCT tokens, the funds will be disbursed to their designated wallet in USDT (Tether), a stablecoin commonly used for its price stability and compatibility with various cryptocurrency exchanges and platforms. This method ensures that the withdrawal process is straightforward and efficient, allowing token holders to conveniently access the value they have earned from their investment. Ocean Capital is committed to facilitating a seamless and secure process for token holders to receive their funds.

Technical Details of the Token

The OCT token is an ERC-20 token operating on the Binance Smart Chain (BSC). It has 18 decimal places, which allows for precise and flexible token transfers.

The smart contract for the OCT token can be verified on the Binance Smart Chain (BSC) explorer through the following link: [OCT Token Smart Contract](#).

The contract address for the OCT token is:
0x341aCc9dd0FEf735515A87747f260F3eD1841460.

These technical specifications ensure that the OCT token is compatible with the Binance Smart Chain and follows the widely recognized ERC-20 token standard, making it secure and easily transferable on various platforms and wallets.

Smart Contract Audits

Ocean Capital understands the importance of transparency and security in the blockchain space. To ensure the utmost safety for our investors, we have undergone

rigorous smart contract audits. You can assess the security and risk level of our smart contract by visiting [this link](#).

We encourage our investors to utilize this resource to measure the risk and security associated with Ocean Capital's smart contract, reinforcing our commitment to transparency and safety in our investment processes.

Token Wallet Creation

Ocean Capital. (hereinafter "the Issuer") operates a user-centric platform wherein a dedicated wallet is generated for each user to securely house their tokens. This personalized approach is designed to provide enhanced security and transparency throughout the token subscription process.

Control and Access

The Issuer's interaction with these wallets is strictly limited to engaging with the underlying Smart Contract and, under specific circumstances, for overseeing select financial transactions. It's important to note that our access to these wallets is solely to facilitate the functionalities and services offered in relation to the token issuance and subscription.

Private Key Security

To ensure the highest level of security for our users, the Issuer employs robust encryption measures. For each user's wallet, a JSON file is generated and encrypted using web3 technologies, specifically designed to safeguard private keys. This meticulous approach guarantees the protection of your private key, a critical element in maintaining the security and control of your digital assets.

This combination of a personalized wallet system, limited and controlled access, and advanced encryption techniques is geared towards providing users with a safe and reliable environment for managing their tokens.

Ocean Capital's Investor Portal

At Ocean Capital, we value transparency and accessibility for our token holders. We have established an Investor Portal on our corporate website, www.oceancapital.me, where token holders can conveniently access information pertaining to their investments. Within this portal, you'll find detailed records of your investments, accrued

interests, and pertinent information regarding the real estate development. This information can also be readily shared through various communication channels, including social media.

Furthermore, our website hosts a repository of additional resources and documentation that might be of relevance to our token holders. We are committed to ensuring that you have all the necessary information at your fingertips to make informed decisions and to stay up-to-date with the progress of our projects. Ocean Capital aims to provide a comprehensive platform that empowers our valued investors with the knowledge and insights they need.

Investment Risks and Guarantees

Risks:

Risks associated with delays or difficulties in selling the project can stem from uncontrollable events, such as natural disasters or global catastrophes like the pandemic. These unforeseeable occurrences are beyond Ocean Capital's control and can disrupt the typical development and sales process.

Such risks may impact construction timelines and the project's sales schedule, potentially affecting the timeframe for interest repayment.

Guarantees:

In the event that 12 months elapse and the PFP Villas project has not generated any income, investors will be provided with the option to withdraw their funds. This guarantee ensures that if, for any reason, the project does not yield returns within the specified timeframe, investors will have an exit strategy in place to protect their investment.

Visibility and Transparency

Ocean Capital places the highest priority on ensuring token holders experience a level of visibility and transparency that reflects the company's commitment to their investment journey. Ocean Capital acknowledges the critical nature of keeping investors well-informed and engaged throughout the investment process.

To uphold this commitment, Ocean Capital maintains an active presence on Instagram at <https://www.instagram.com/oceancapital.me/>, where regular updates are shared concerning the progression of our projects. These updates provide a visual representation of Ocean Capital's dedication to the success of your investments.

In addition to these online updates, token holders will receive email invitations upon purchase, extending a warm welcome to join an exclusive Telegram or WhatsApp chat group. In this forum, investors gain access to essential information concerning their investments, including detailed income projections and other relevant insights. Ocean Capital firmly believes that this direct communication channel is pivotal in ensuring that token holders remain well-informed and confident in their investments with the company. The peace of mind and trust of our valued investors are paramount to Ocean Capital.

Legal Documentation and Reports

Ocean Capital is committed to providing comprehensive and transparent documentation regarding the construction process, ensuring that our investors have access to all pertinent information.

Soil Studies: Prior to commencing construction, Ocean Capital conducted a thorough analysis of the soil. The results of these studies, which are essential for understanding the soil's composition and suitability for construction, can be found in the following report: [Soil Studies Report](#).

Land Measurements: We understand the importance of guaranteeing the accuracy of every square meter purchased. To this end, we conducted precise measurements of the entire property. The report, detailing these measurements and ensuring that each square meter is accounted for, is available here: [Land Measurements Report](#).

Architectural Plans and Renders: To provide investors with a clear vision of our project, we engaged a professional architectural firm to create detailed plans and renders. These documents offer insight into the layout and design of the development. You can view these architectural plans and renders by following this link: [Architectural Plans and Renders](#).

Land Purchase Agreement: Ocean Capital has secured the land for the PFP Villas project through a formal purchase agreement. The details of this agreement, which emphasize the legal basis for our property ownership, are accessible through this link: [Land Purchase Agreement](#).

Ocean Capital is committed to upholding the highest standards of transparency and due diligence in all aspects of our projects. We believe that access to these crucial legal documents will provide our investors with confidence in their investment with Ocean Capital.

Transparency in Property Selling

Property Listings for Enhanced Transparency

Ocean Capital demonstrates unwavering commitment to transparency, providing esteemed investors with seamless access to comprehensive property listings. The company prominently showcases its opulent villas on renowned real estate agency websites, ensuring that meticulous details about the properties are readily available:

- **Bali Home Immo Listing:** Ocean Capital has thoughtfully featured one of its villa listings on the prestigious Bali Home Immo website. This listing offers an opulent wealth of property particulars, encompassing meticulous specifications and pricing. Discerning individuals keen on exploring this listing may do so by following this link: [Bali Home Immo Listing](#).
- **Propertiabali Listing:** A further villa listing from Ocean Capital can be graciously observed on the renowned Propertiabali website. This particular listing presents invaluable insights into the villa's distinguishing features and pricing structures. Individuals of discernment and sophistication can access this exquisite listing through the following link: [Propertiabali Listing](#).
- **Suasa Real Estate Listing:** In a grand culmination of the transparent offerings, Ocean Capital is honored to present another property listing, now prominently featured on the prestigious Suasa Real Estate website. This listing reveals comprehensive insights into the villa's distinguished attributes and other indispensable particulars. Esteemed individuals who wish to partake in this extraordinary offering are cordially invited to visit the following link: [Suasa Real Estate Listing](#).

These meticulously presented listings empower investors with the esteemed privilege to discern and meticulously evaluate the splendid property offerings through well-regarded conduits within the esteemed realm of real estate. This further underscores Ocean Capital's unwavering dedication to transparency, aligning seamlessly with the discerning expectations of its esteemed clientele.

Property Sales Brochure

Ocean Capital is delighted to present the Property Sales Brochure for our exquisite villas located in the picturesque area of Uluwatu, Bali. This brochure offers an in-depth look at the unique and luxurious properties that we are proud to present to you.

View the Brochure: [Property Sales Brochure](#)

Inside this brochure, you will discover:

- **Detailed Property Information:** Explore the specifications, features, and design of each villa, including the number of bedrooms, architectural layout, and high-quality amenities.
- **Stunning Visuals:** Immerse yourself in the beauty of these exceptional villas through captivating images that showcase the breathtaking surroundings, elegant interiors, and outdoor spaces.
- **Investment Opportunities:** Learn more about the investment potential and financial benefits of owning one of these villas, including rental income projections.
- **Location Highlights:** Discover the advantages of Uluwatu as a prime destination and why it's the perfect location for these luxurious villas.

Ocean Capital is dedicated to providing complete transparency in our offerings, and this Property Sales Brochure is a testament to our commitment. We invite you to explore the brochure to get a deeper understanding of the remarkable investment opportunities that await you in Bali's Uluwatu area.

Transparency: Documents for BALI TKC INVESTMENTS

At Ocean Capital, we are dedicated to ensuring complete transparency in all aspects of our projects, including our association with BALI TKC INVESTMENTS. We are pleased to provide access to the following legal documents related to BALI TKC INVESTMENTS:

Certificate of Domicile: This document certifies the official domicile of BALI TKC INVESTMENTS. You can review the Certificate of Domicile by following this link: [Certificate of Domicile](#).

Commercial License: BALI TKC INVESTMENTS holds a valid commercial license, and we are committed to upholding the highest legal standards. You can access the Commercial License by following this link: [Commercial License](#).

Credentials: We proudly present the credentials of BALI TKC INVESTMENTS, demonstrating our commitment to transparency and legal compliance. You can view the credentials here: [Credentials](#).

These documents provide a clear overview of the legal standing and legitimacy of BALI TKC INVESTMENTS, ensuring our investors have access to all relevant information. Ocean Capital believes that transparency is essential in building trust with our investors, and we are dedicated to upholding these standards.

OCT Token Subscription Agreement

BETWEEN: BALI TKC INVESTMENTS, S.L. (hereinafter referred to as the "Issuer"); and _____ (hereinafter referred to as the "Investor").

The Issuer and the Investor shall collectively be referred to as the "Parties" or, where the context requires, as the "Party".

PREAMBLE

BALI TKC INVESTMENTS, S.L. (hereinafter the "Issuer") is a company engaged in real estate promotion under a project known as "PFP Villas". More information about the Issuer can be found at the following link: <http://www.oceancapital.me/>. The information contained in the aforementioned link is purely descriptive and is not part of this Agreement.

The Issuer intends to carry out a subscription of securities, consisting of participative loans represented in cryptographic units called tokens (hereinafter, "Tokens"), based on blockchain technology, in order to raise the necessary capital to develop and market its products and services, as well as to finance other operating costs, particularly those related to the construction of the "PFP Villas" project.

In exchange for the contributions made by investors during the issuance period, they will receive Tokens (OCT) issued through a Smart Contract based on the Binance Smart Chain (BSC) blockchain technology.

The Investor is interested in participating in the issuance in exchange for receiving the aforementioned tokens under the terms of this Agreement and the Offering Document.

THE PARTIES HEREBY AGREE AS FOLLOWS (hereinafter the "Agreement" or "Investment Commitment"):

1. Acceptance of the Terms of this Agreement and the Offering Document

Participation in the Issuance is subject to the terms of this Agreement and the Offering Document. In the event of any discrepancies between the two documents, the provisions set forth in this Agreement shall prevail.

2. Operation of the Issuance and Contribution

The Issuer will make available to the Investor a Smart Contract based on the Binance Smart Chain (BSC) blockchain technology with the aim of generating and delivering cryptographic tokens as a result of the Investor's contribution.

3. Price

The price attributed to each Token during the issuance period shall be 1 USD each. The Investor agrees to transfer their contributions in USD or an equivalent amount in OCT tokens. The exchange rate for USD to OCT tokens shall be based on the rate provided by the Binance exchange at the time of the contribution.

The amount contributed by the Investor shall be considered non-refundable, except in the event the soft cap is not reached.

4. Receipt of Tokens

In order to receive the tokens, the Investor must have a Binance Smart Chain (BSC) address that is compatible with BEP-20 tokens. The Issuer reserves the right to modify the wallet requirements at any time.

5. Risks

The Investor understands and accepts all risks as specified in the Offering Document when entering into this Agreement.

6. Responsibilities and Indemnifications

The Investor shall indemnify the Issuer, its employees, directors, contractors, consultants, partners, suppliers, parent and subsidiary companies, agents, and representatives (hereinafter the "Issuer's Affiliates") from and against all kinds of claims, legal actions, damages, losses, costs, and/or expenses (including reasonable professional and legal fees) that may arise in relation to:

- A. The acquisition or use by the Investor of the tokens under this Agreement;
- B. The Investor's breach of the responsibilities or obligations under this Agreement;
- C. The performance or breach of the responsibilities or obligations by the Investor under this Agreement;
- D. The Investor's infringement of any rights (including, among others, intellectual property rights) of any other person or entity.

Notwithstanding the above, the maximum total liability of the Issuer to the Investor under or in connection with this Agreement shall not exceed the contribution amount.

7. Confidential Information / Disclosure

The content of this Investment Commitment shall be considered confidential information (hereinafter, "Confidential Information"). Confidential Information of a Party shall not include information that:

- A. Becomes publicly known;
- B. Is legitimately in the possession of the other Party before disclosure and has not been obtained by the other Party directly or indirectly from the disclosing Party;
- C. Is disclosed to the other Party by a third party without a restriction on disclosure;
- D. Is independently developed by the other Party;

E. Must be disclosed by any judicial or governmental requirement (provided that the recipient gives timely notice to the disclosing Party of such requirement).

The Parties agree to maintain the confidentiality of the content of this Agreement for a period of 2 years from the date of this Agreement. The Parties agree that they will not use Confidential Information for any purpose other than the implementation of this Agreement. Each Party agrees to take all reasonable measures to ensure that Confidential Information is not disclosed or distributed by its employees or agents who breach this Agreement.

Without the prior written consent of the other Party, neither Party may make public announcements or issue any press release or advertising related to this Agreement. Neither Party shall use the trademarks, trade names, logos, or other intellectual property rights of the other Party without obtaining prior written consent.

8. Miscellaneous

This Agreement, including the Offering Document, constitutes the entire agreement between the Parties with respect to its subject matter and shall be read and interpreted as a single document. Furthermore, it supersedes and extinguishes all prior agreements, draft agreements, warranties, representations, or commitments of any nature made by or on behalf of the Parties, whether orally or in writing in connection with this subject matter.

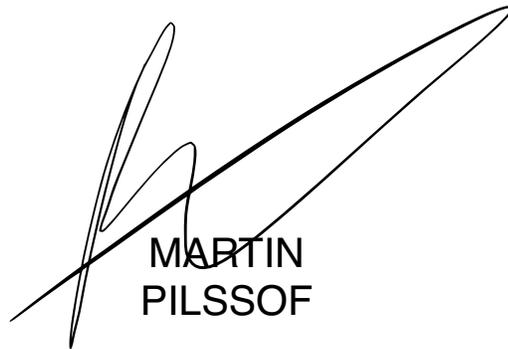
Each Party acknowledges that in entering into this Agreement, it has not relied on any pre-contractual statements, warranties, representations, or undertakings made by or on behalf of the other Party, except those set out in this Agreement or the Offering Document. Each Party hereby waives all rights and remedies that might otherwise be available in relation to such pre-contractual statements.

If any court or public authority determines that any provision of this Agreement or the Offering Document is invalid or unenforceable, any invalidity or unenforceability shall affect only that provision and shall not invalidate or make unenforceable any other provision of this Agreement or the Offering Document. In the event any provision is found to be invalid or unenforceable as stated above, such provision shall be modified or limited only to the extent necessary to make it valid and enforceable.

Nothing contained in this Agreement or the Offering Document shall render either Party a partner, joint venture, or employee of the other Party for any purpose.

This Agreement, the Offering Document, and any dispute or claim arising out of or in connection with them, their subject matter, or formation (including non-contractual disputes or claims), shall be governed and interpreted in accordance with Spanish law.

The Parties agree irrevocably that the Spanish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, the Offering Document, their subject matter, or formation (including non-contractual disputes or claims).



MARTIN
PILSSOF