

## **PUBLIC INVESTMENT OFFER AGREEMENT**

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**Operator:** UAB «Budivnika» (Lithuania)

This document is an official offer by **UAB «Budivnika»** (hereinafter referred to as the "Operator") to conclude an Investment Agreement under the terms set forth below.

### **1. TERMS AND DEFINITIONS**

**1.1. Project** — the aggregate of actions for the development, certification, production, and commercialization of aircraft of the **AD** and **Binom** families under the Aeromagija brand. The essence of the projects, their stage, and the Project development strategy have been preliminary studied and acknowledged by the Investor prior to the acceptance of this agreement; the Investor understands and accepts the Operator's conditions and policies regarding the Project.

**1.2. BINOM token (BINOM coin)** — a digital instrument confirming the Investor's right to a share of the profit from joint activities within the Project. The token holder is equalized in their rights to receive a share of profit with the company's shareholders according to the principle: "**equal profit for equal capital.**" Token holders have a **priority right** to receive their due share of the Project's profit in relation to the company's shareholders.

**1.3. Joint Venture Fund Capital** — includes: intellectual property objects, diagrams, drawings, brands, domains, technologies, know-how, and other types of intellectual property created by the Operator in the process of joint activity, as well as financial resources contributed by all Investors of the Project.

**1.4. Operator's Share** in the Joint Venture is 83%; the share of the Investor(s) is determined based on the proportion: 17% in the capital for 1,200,000 paid BINOM tokens.

**1.5. Board (Board of Directors)** — the collegial management body of the Project. The Board consists of:

- The Director of the Operator — as the Secretary of the Board;
- Shareholders of the Operator with a share in the Joint Venture, with a number of votes proportional to their share in the Joint Venture capital;
- Investors or their representatives who directly own more than **50,000 (fifty thousand) BINOM tokens** of the first emission, with a number of votes proportional to their share in the Joint Venture capital.

**1.6. Decision-making procedure.** Decisions by the Board are made by a simple majority of votes. Voting is conducted on the principle: the number of votes equals the Board member's share in the joint venture capital. The Board is responsible for setting product prices and making all key management decisions for the Project unless they are delegated to the Operator by its decision.

**1.7. Special Partner** — the status of an Investor ensuring continuous holding of at least **50,000** of their BINOM tokens in one wallet for more than 24 consecutive months.

**1.8. Intellectual Property** — the Operator is the legal owner of all results of intellectual activity (R&D, drawings, software code) created within the framework of the Joint Venture and possesses the exclusive right to use the domain name **aeromagija.com** and the commercial designation **Aeromagija** in its business activities.

## **2. ACCEPTANCE PROCEDURE AND ELECTRONIC DOCUMENT INTERCHANGE**

**2.1.** This Offer is considered accepted by the Investor from the moment of performing the aggregate of (both) following actions:

- Registration of the Investor in the Project's information system (personal account) on the website **aeromagija.com**;
- Actual transfer of investment funds to the current account or authorized cryptographic wallet of the Operator.

**2.2.** Only the fulfillment of both above-mentioned conditions in aggregate is recognized by the Parties as full and unconditional acceptance of the terms of this Offer.

**2.3.** The Parties recognize the legal force of electronic messages and actions within the platform interface, equating them to documents signed on paper.

## **3. INVESTMENT PROCEDURE AND DIFFERENTIATED COST**

**3.1.** The emission of the 1st round is 1,200,000 BINOM tokens, which in aggregate is equivalent to the right to receive 17% (seventeen percent) of the net profit from the Project implementation. The nominal value of 1 token is 1 €.

**3.2. The acquisition price of the BINOM Token** is determined based on the amount of a single payment according to the following scale:

<b>Nº</b>	<b>Single Investment Amount (€)</b>	<b>Price per 1 BINOM coin (€)</b>
1	from 1,200,000 (entire round)	1.00 €

Nº	Single Investment Amount (€)	Price per 1 BINOM coin (€)
2	800,001 – 1,199,999	1.01 €
3	600,001 – 800,000	1.03 €
4	400,001 – 600,000	1.05 €
5	200,001 – 400,000	1.08 €
6	100,001 – 200,000	1.10 €
7	50,001 – 100,000	1.15 €
8	25,001 – 50,000	1.22 €
9	10,001 – 25,000	1.28 €
10	up to 10,000	1.35 €

**3.3.** Tokens are credited to the Investor's wallet after confirmation of payment and completion of identification procedures.

#### **4. INVESTOR RIGHTS AND LOYALTY PROGRAM**

**4.1.** The Investor has the right to receive a part of the net profit from the commercial realization of the AD and Binom family products proportional to the number of BINOM Tokens on their balance within the allocated share (cl. 3.1).

**4.2.** Profit distribution is carried out by the decision of the Board.

**4.3. Status Assignment:** An Investor ensuring continuous storage of at least **50,000** BINOM tokens in one wallet for 24 months or more acquires the status of a **Special Partner**. In exceptional cases, this status may be assigned by the decision of the Board upon deviation from the specified conditions.

**4.4.** Special Partner status grants the right of an exclusive dealer in a certain geographic territory, as agreed with the Operator, and the right to receive a **3% discount** from the prices approved by the Board for the purchase of Project products.

#### **5. IDENTIFICATION (KYC) AND TAXATION**

**5.1.** Profit payments, dealer status, and Special Partner discounts are provided strictly after the Investor undergoes the identification procedure (KYC/AML) and ensuring the Investor meets security requirements in accordance with the rules of Lithuania and the EU.

**5.2.** The Investor is solely responsible for the payment of taxes on income received under this Agreement in accordance with the laws of their country of residence.

## **6. WARRANTIES AND LIMITATION OF LIABILITY**

**6.1.** The Operator guarantees the use of attracted funds exclusively for the purposes of the Project implementation (R&D, production, marketing, certification, etc.).

**6.2.** The Investor realizes that the development of aviation technology is associated with high technical risks and regulatory barriers. The Operator does not guarantee a fixed return.

**6.3.** Investment within the framework of this Offer **does not grant the right to direct ownership** of the intellectual property of the Project.

## **7. FORCE MAJEURE AND DISPUTE RESOLUTION**

**7.1.** The Parties are released from liability upon the occurrence of force majeure circumstances (military actions, embargoes, global network failures).

**7.2.** All disputes are subject to resolution in the courts at the place of the Operator's registration (**Vilnius, Lithuania**) in accordance with the law of the Republic of Lithuania.

## **8. OPERATOR DETAILS**

**UAB «Budivnika»** Legal entity code: 303584855

VAT (PVM): LT100013984517

**Legal address:** Vilnius, Skrobly str. 25-118, Lithuania, LT-03141

**Physical address (production):** Geležinkelio 41b, Baltoji Voke m., LT17235

**Bank:** Swedbank, AB

**IBAN:** LT31 7300 0101 5452 2826

**Director:** Oleksandr Murahovsky