

Terms and Conditions

2021

USING THIS WEBSITE

This website with web URL: www.alumna.eu (“Website” and a “Crowd-Sale Website”) is made available and owned by Alumna (Pty) Ltd. Any reference to us includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers;

We may provide information, and offer products and Alumna Services, via an Alumna partner Crowd-Sale Website (together with our Website, the “Crowd Sale Website”), from time to time;

We may publish encrypted information on Block-chain. Based on such information, our Smart Contracts may calculate and effect Consumer Rental collection, effect Alumna Rental payment, and otherwise take such automated Project management actions, as we may determine from time to time;

These Terms apply to all Persons (“Users”, “you”) that access, view, or download any information made available by us on the Crowd-Sale Website or the Block-chain Information, for any purpose. The Terms also apply to all Registered Users, all Account Holders, all Owners, and all Student stake Lessors (hereinafter “Parties” to these Terms);

You signify that you have read, understood, accept, and agree to enter into a legally binding agreement with Alumna upon these Terms, in your individual capacity and for and on behalf of any entity for which you use the Crowd-Sale Website or access Block-chain Information. You represent and warrant that you have the authority, and are legally competent, to enter into such agreement;

We may modify these Terms without prior notice to you, in our sole and absolute discretion, and any revisions to the Terms will be effective when posted on our Website and/or on Block-chain, or as we otherwise indicate via email. If you continue to use the Website or Block-chain Information, or continue to be a Party as defined herein, you signify your consent to the amended or updated Terms;

Alumna grants each Party a non-transferable, limited and revocable license to access and use the Website and Block-chain Information in accordance with all applicable agreements, laws and regulations that may apply to such access and use, on the basis of, and subject to, his acceptance of these Terms. Alumna may terminate your access to all or any part of this Website, and your Account, at any time for any reason without notice, and may change, suspend or discontinue all or any part of its online services at any time without notice. If Alumna terminates your access to this Website or suspends your Account for any reason other than a breach of these Terms or as a result of criminal activity, we will endeavor to return any funds that belong to you within thirty (60) days;

If you do not agree with any part of these Terms, any documents or information incorporated by reference, or any subsequent amendments, you must cease using our Website, the relevant portions of Crowd-Sale Website, and Block-chain Information, and notify us in writing of your decision;

Such notification by an Account Holder will cause us to close his Account and Return any Account Balances;

Such notification by a student stake Lessor will also signify cancellation with respect to all deployed student stake digital assets;

We take care to ensure the accuracy of the information contained in this Website, each Product Information document, each Owner Lease, and all related Definitive Agreements. We represent and warrant that no information, exhibit, report, statement, certificate or other document furnished by Alumna in connection with a Project's Product Information document or Owner Lease contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not materially misleading in light of the circumstances under which they were made at the time such statements were made (other than any Third Party Information provided to us prior to the the relevant Effective Date). As of the Effective Date, there is no fact known to Alumna which has had a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect which has not been disclosed in writing to the other party prior to the Effective Date in connection with the transactions contemplated hereby;

The Website, Crowd-Sale Website, Block-chain Information, Product Information document, and Definitive Agreements contain Third Party Information. This may include financial, operational and other information of Consumers; information related to O&M and other Third Parties associated with our Projects.

Our estimates of Projects' yields and internal rates of return rely on Third Party Information, and therefore do not benefit from our representation and warranty in the previous clause.

We encourage our partners to communicate information provided by us with no misstatement or omission of material facts. However, we do not extend the representation and warranty to Third Parties' communications, including their Crowd-Sale Website;

Each Crowd-Sale Website, or any information contained therein, shall not be regarded as constituting, and does not constitute, an endorsement of the quality or suitability of any student stakes, Project, Consumer, or Owner Lease for any Party. If you have any doubts as to the suitability of these for you, including consideration of regulatory and taxation matters applicable to you, please consult a qualified financial advisor;

Our Privacy Policy also forms part of these Terms. By agreeing to these Terms you also agree to the way we use and protect your Personal Information. With regard to credit card processing information, Alumna will store your Personal Information separately from card details that are entered by the client on Credit Card Processors' secure websites. Alumna shall take all reasonable steps to protect the Personal Information of Users, as detailed in the United States Federal Trade Commission Act (15 U.S.C. §§41-58).

Whilst all reasonable endeavours will be made to ensure the maintenance and availability of this Website, Alumna does not accept liability arising from any interruptions of service or delays that may occur in connection with this Website and any Crowd-Sale Website. There may be times when our online services are unavailable due to planned maintenance. We will try to inform you in advance of any such suspension through a general notice on this Website, but this may not always be practicable.

The Website may contain links to websites of other organizations. The links are provided for your convenience only. Alumna does not approve or endorse any Third Party or its website and takes no responsibility for the content or security of such websites. Alumna accepts no liability for any direct, indirect or consequential loss you may suffer as a result of the use of websites owned or operated by Third Parties. Alumna will not be party to or in any way responsible for any agreement or transaction concluded between you and any Third Party website owner or operator;

While Alumna makes all reasonable attempts to exclude viruses from this Website, we do not accept responsibility for any loss, disruption or damage to your data or your computer system that may occur whilst using this Website. You are strongly recommended to take all appropriate safeguards before using this Website;

All materials on this Website are owned by and subject to the copyright of Alumna, affiliated Projects or Third Parties;

No part of this Website, including information, images, photos, logos, names or icons may be copied, republished, posted, or reproduced in any form whatsoever without the prior written permission of the copyright holder. You are, however, permitted to access, copy and reproduce materials for your personal non-commercial use only;

You retain copyright and any other rights you already hold in content that you submit, post or display on or through this Website. By submitting, posting or displaying the content you give Alumna a continuous, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, publicly display and distribute any content which you submit to the Website, unless otherwise agreed in writing between you and Alumna;

You agree to use this Website only for lawful purposes and in a manner that does not infringe the rights or restrict or inhibit the use and enjoyment of the site by any third party. You are responsible for ensuring that all information, data and files are free of viruses and do not interfere with any system or data prior to being submitted to this Website. You must not under any circumstances seek to undermine the security of the Website or any information submitted to or available through it;

You acknowledge that you are responsible for all information and activity on this Website and in your Account by anyone using your username and password. A breach of security or unauthorized use of username, password or security information must be reported to Alumna immediately. You are responsible for ensuring that all Persons who access this Website through your internet connection are aware of these Terms, and that they comply with them;

You must ensure that all information supplied by you is true, accurate, and up-to-date at all times. You hereby agree that any content posted by you on the Website will not:

- be misleading;
- break any law or encourage an illegal act
- be defamatory, abusive or offensive;
- infringe the copyright, privacy, confidentiality or other right of any third party;
- contain software viruses or any other computer code, files or programs designed to affect the use of any computer software or hardware or telecommunications network; and/or
- bring Alumna or the Alumna Website into disrepute.

You agree to indemnify us and keep us indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from misuse by you of this Website;

Users of this Website should be aware of, and observe, all applicable legal requirements in their jurisdictions. In particular, Users should ensure that they are able to use this Website without contravention of legal restrictions in the jurisdiction in which they reside;

Alumna reserves the right not to act on your instructions if it reasonably decides that the Person logged in using your Personal Information or Account on the Website is not you, or it suspects unauthorized use or fraudulent activity;

There is no minimum age requirement for registering to use this Website;

Users wishing to become a Registered User to access portions of this Website and receive notifications from Alumna will be required to create a username and password, and provide certain confidential Personal Information such as email address;

Users wishing to consider Projects for student stake acquisition and/or Owner Lease, must request Alumna to create an Account. Alumna may honor such requests in its sole and absolute discretion, after reviewing

Personal Information, Standing Instructions, and other information relevant to the request. We will keep any Personal Information we collect from any Person confidential;

As of the Effective Date, Purchases may only be made via (CREDIT CARD) or in Ethereum (ETH). Prior to entering an Order for student stakes, all Account Holders must specify their CREDIT CARD or ETH Standing Instructions.

In the case of CREDIT CARD, Standing Instructions must be a complete and correct beneficiary name, bank account number and branch code at a regulated financial institution.

In the case of ETH, Standing Instructions must be a valid Ethereum wallet address.

From the time of each Sale End and thereafter unless otherwise notified by Alumna student stake Lessors must maintain valid Standing Instructions for the receipt of Alumna Rental payments in CREDIT CARD, or the equivalent in ETH, as the case may require. For the avoidance of doubt, student stake Lessors without a valid CREDIT CARD account must provide a Ethereum wallet address as their Standing Instructions.

Accounts are for the purpose of Ordering, Purchasing, and selling digital asset student stakes; entering into Owner Leases; receiving Alumna Rental; requesting Returns; and performing other related activities;

We may reasonably decline any application to create an Account, in our sole and absolute discretion;

With the creation of an Account, Alumna grants each Account Holder a non-transferable, limited and revocable license to (a) access Product Information documents and other information on the Crowd-Sale Website, (b) make Orders for, Purchases of, and Sales of, one or multiple student stakes in such Projects, and (c) for each student stake, opt for Deployment into the Project and entering the Owner Lease;

If a Person purchases a student stake through means other than a Crowd-Sale Website and/or prior to creating an Account, and such Person desires to enter the related Owner Lease and become a digital asset Lessor, he must (a) create an Account, (b) agree he has read and understands the relevant Product Information document, (c) enter into the relevant Project Owner Lease, and (d) agree that he is bound by these Terms;

An Account Holder may terminate his Account at any time, with written notice to Alumna. Upon, we will take the steps described above. Account Holders that terminate accounts may continue to be subject to certain surviving provisions of the Owner Leases they have entered;

Account Holders may maintain fiat and digital currency Account Balances with us, which we will maintain in a trust account at the Escrow Bank, for the purpose of entering the commercial transactions contemplated on the Crowd-Sale Website and Block-chain, in these Terms and in the Definitive Agreements;

We will establish a Pre-Payment Escrow Account, Rental Escrow Account, and Reserve Escrow Account for each Project, at Escrow Banks that we select in our sole and absolute discretion, subject to our Rating Requirement;

Account Holders may request Return of Account Balances at any time, with prior notification to Alumna, and we will arrange for Payment Processing, net of Transaction Expenses. We will make arrangement payment in a reasonable time period, not to exceed thirty (30) days, subject to these Terms. Alumna may, at its option, decline or defer a request for payment, if the requested Return amount is less than the equivalent of USD 5.00 in Project Currency, net of Transaction Fees;

It is a requirement that a digital asset Lessor also be an Account Holder;

Alumna reserves the right to suspend Accounts with no transaction history for a continuous period of two (2) years. Alumna will make all reasonable endeavors to notify the Account Holder prior to the suspension of an account in the following ways: 1) a notification email two years after the account's last transaction; 2) a second notification email fourteen (14) days after the first notification email is sent; 3) a final notification email fourteen (14) days after the second notification email. If the account remains inactive within thirty (30) days after the final notification email is sent, it will be suspended. The Account Holder will forfeit sums held in the account and they will not be Returned. Alumna reserves the right to transfer the forfeited sums to a charitable organization of its choice.

SUMMARY OF PRODUCTS AND SERVICES PROVIDED BY Alumna

We provide an online commercial transaction and lease arrangement platform through which Account Holders may Order, Purchase, and Sell student stakes. In addition, at each Owner's option, for each Project and for each student stake individually, we facilitate Owner Leases between student stake Owners and us, for the purpose of deploying the digital asset student stakes,

We conduct an analysis of each potential Project to determine its suitability to be featured as a product on Crowd-Sale Website, utilizing all reasonable care and due diligence based on our own investigations and Third Party Information. We announce our reasonable estimates of each Project's potential performance, including the digital asset yield and the effective lease IRR for the full term of the Owner Lease;

We conduct a summary financial and operational analysis of each potential Project Consumer. Exercising reasonable care and due diligence, we estimate if the Consumer possesses the operational and financial capacity to meet his obligations under our standard Alumna Lease and the Definitive Agreements;

Once we have determined a Project's suitability, we make accessible on the Website an Product Information document, which includes information we provide and Third Party Information relevant to such Project, in a Crowd-Sale;

Alumna Services may also include additional services relating to the origination, engineering, and operating maintenance of new Projects, and additional services for Parties in relation to Accounts and Crowd-Sales, as required.

ORDERS AND PURCHASE OF student stakes IN PROSPECTIVE PROJECTS

From time to time, Alumna will arrange Crowd-Sales for Prospective Projects, making accessible to Account Holders on the Crowd-Sale Website the Product Information documents, Owner Leases and other information for their consideration;

The Crowd-Sale Website will indicate the digital asset Amount and the Price Per Digital asset. At our option, we may also indicate a Target Amount. We will frequently calculate and communicate the Ordered Digital assets Amount, and the number of digital asset stakes remaining to be purchased;

After an Account Holder has read the Product Information document and related information, and decided to Order, he will then submit an amount in an Eligible Currency;

During the Order period, the Account Holder may also Elect cancellation for any number of student stakes from the aggregate number of student stakes purchased, the number for cancellation will be allocated first, and the remainder will be Deployed. If no Elected Delivery is specified, the Account Holder will automatically deploy all digital asset stakes they Purchases into the Project;

To validate a Order, a Pre-Payment must then be transferred to the appropriate Pre-Paymet Escrow Account indicated on the Crowd-Sale Website for that Eligible Currency and proof of payment emailed

to payments@alumna.eu . Account Holders may use their preferred Payment Processing method from those indicated on the Crowd-Sale Website

;

Prior to Crowd-Sale End, Account Holders cannot cancel Orders and Pre-Payments will not be returned, except in the case of manifest error. During this time, Pre-Payments will be held for the benefit of the Account Holder denominated in the Eligible Currency in the relevant Pre-Payment Escrow Account;

Upon making a valid Order, each Account Holder agrees to enter and be bound by the terms of the Owner Lease for all student stakes to be Deployed, which will become effective upon Crowd-Sale End;

When Target stakes Amount (and Target Amount, if relevant) is achieved, net of any student stakes for cancellation, we will cease accepting Orders on the Crowd-Sale Website. We may communicate this suddenly and without prior notice;

With respect to the Pre-Payments, we will arrange for the sale of Other Currencies and the purchase of the Project Currency, sufficient for each Account Holder to Purchase an integer number of student stakes, net of Transaction Expenses (“Converted Pre-Payments”). The foreign exchange rates we use, and Transaction Expenses, will be reasonably determined in our sole and absolute discretion. In the event that aggregate Pre-Payments enables the Purchase of greater than the Target Digital assets Amount, we will allocate student stakes to Account Holders in our sole and absolute discretion, giving preference to earlier Orders, and considering other factors as required;

All or a portion of a Pre-Payment not thus converted to the Project Currency will remain in each Pre-Payment Escrow Account as Excess Pre-Payments; these will be Returned to the relevant Account Holders;

Upon successful completion of transactions, we will announce the Crowd-Sale End

Thereafter, we will apply Converted Pre-Payments in respect of the relevant Project in terms of the Purchase Waterfall as follows:

- first, to Alumna, a fee for services in arranging the Crowd-Sale;
- fees, costs and expenses associated with the engineering, procurement and installation of the Project;
- purchase price of digital asset student stakes will become the property of the relevant Owners, and the remainder will be granted to Alumna;
- purchase price of the digital assets, which the Owners grant to Alumna;
- third, for the payment of any initial taxes due and any required licensing fees;
- fourth, to the Insurance Providers, if applicable, for insurance policy premiums; and
- fifth, if applicable, for deposit to a segregated Reserve Escrow Account at an Escrow Bank for the Project, to be allocated to Project repairs and replacement of infrastructure as may be necessary..

PURCHASE OF digital asset stakes IN PRE-BUILT PROJECTS

From time to time, Alumna will arrange Crowd-Sales for Pre-Built Projects, making accessible to Account Holders on the Crowd-Sale Website the Product Information documents, Owner Leases and other information for their consideration;

The Crowd-Sale Website will indicate the number of student stakes offered and the Price. We will frequently calculate and communicate on our Website the number of student stakes Purchased, and the number of stakes remaining to be purchased;

After an Account Holder has read the Product Information document and related information, and decided to Purchase, he will then submit on the Crowd-Sale Website an Order in an amount of Eligible Currency;

When requesting a Purchase, the Account Holder may also cancellation for any number of student stakes. From the aggregate number of student stakes Purchased, the number for Elected Delivery will be allocated first, and the remainder will be Deployed. If no cancellation is specified, the Account Holder will automatically deploy all student stakes he Purchases into the Project;

To validate a Purchase, a Pre-Payment must then be transferred to the appropriate Pre-Payment Escrow Account indicated on the Crowd-Sale Website for that Eligible Currency. Account Holders may use their preferred Payment Processing method from those indicated on the Crowd-Sale Website;

After an Order has been submitted, it is final and cannot be changed, except in the case of manifest error. Until Alumna executes an Account Holder's Order, his Pre-Payments will be held in the Eligible Currency in the relevant Pre-Paymet Escrow Account;

Each Account Holder agrees to enter and be bound by the terms of the Owner Lease for all student stakes to be Deployed, which will become effective upon the later of COD and our Confirmation of Purchase;

Thereafter, with respect to the Pre-Payments, we will arrange for the sale of Other Currencies and the purchase of the Project Currency, to create Converted Pre-Payments. The foreign exchange rates we use, and Transaction Expenses, will be reasonably determined in our sole and absolute discretion. All Converted Pre-Payments in respect of the relevant Project will then be paid to Alumna for its benefit;

All or a portion of Pre-Payments not thus transacted will remain in each Pre-Payment Escrow Account as Excess Pre-Payments; these may be Returned upon the Account Holder's request;

When all available student stakes are sold, net of any digital asset stake for cancellation, we will cease accepting requests for Purchase on the Crowd-Sale Website and announce Crowd-Sale End. We may communicate this suddenly and without prior notice;

In the case of Pre-Built Projects for which the COD is prior to the date of Confirmation, Alumna Rental will accrue beginning on the Confirmation date. For all other Projects, Alumna Rental will accrue beginning on the COD.

TERMS APPLYING TO ALL PROJECTS

Funds in Escrow Accounts will not accrue interest for the benefit of Account Holders. We may use interest earned on Escrow Account balances to pay costs and expenses related to the Project, in our sole and absolute discretion;

Alumna Rental will not accrue prior to the COD;

Alumna Rental will not accrue to students stakes that are not Deployed;

We may reasonably refuse to process a Order, deposit of Order Funds, Order, or request for Sale, for any reason, in our sole and absolute discretion;

No Owner may pledge any portion of his interest in a digital asset as security or collateral for any debt obligation

Purchase of student stakes is subject to availability; receipt of payment; and the deployment. In cases of unavailability, Alumna will refund the client in full within thirty (60) calendar days;

Payment Processing may be arranged through any Eligible Currency including Ethereum and (CREDIT CARD), and through any means including Visa, MasterCard, Diners, paypal or American Express Cards or by bank transfer, the details of which will be provided for each Crowd-Sale

Alumna takes responsibility for all aspects relating to the transactions including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods

Owners terminating their lease agreements with Alumna to reclaim possession of their digital asset will be charged for all costs incurred in removing his digital asset from the installation including access infrastructure and labor costs. An Owner wishing to reclaim possession must request this in writing and Alumna will provide them with a cost for reclamation, which will include a 5% facilitation fee, and all fees must be paid up-front. The Owner is responsible for collecting the digital asset from the project location.

CONFIRMATIONS

Following successful Purchase or Sale of a student stake on a Crowd-Sale Website, Owners will be able to view a Confirmation on a private password-protected part of our Website or on the Block-chain.

Owners are fully responsible for the maintenance of passwords and control of access to Confirmations.

PROJECT PERFORMANCE DISCLOSURE

Following successful Purchase, all student stake Lessors associated with each Project will be given access to that part of our Website or the Block-chain that allows monitoring the operational and financial performance of that Project in which their student stakes have been deployed. To the extent operationally feasible, we will also disclose the performance of each individual student stake, listed solely by ID, on the same part of our Website;

We reserve the right to disclose such operation and financial performance publicly, via our Website or Block-chain

OWNER LEASES AND Alumna RENTAL

Each nation and jurisdiction has its own laws and regulations governing the offering of financial and other products that enable a purchaser to earn income over time. In the event Alumna reasonably determines that the sale of student stake digital assets and subsequent payment of lease rental to a student stake digital asset Owner in excess of the original purchase price would require Alumna to register the sale as a securities offering, or obtain an exemption under securities laws or regulations in the student stake digital asset Owner's jurisdiction, Alumna has the option to not pay the Owner rental income in excess of the original student stake digital assets purchase price, and instead donate only those excess rental amounts received from the project to a charity selected by the student stake digital asset Owner.

Student stake Digital asset Lessors will enter and be bound by the terms of the relevant Owner Lease, which will be made available to all Account Holders on our Website or on the Block-chain, prior to a Crowd-Sale End, and thereafter for the duration of the Owner Lease. Student stake digital asset Lessors are also bound by these Terms of Service, as amended from time to time;

Although Alumna takes certain reasonable steps to determine suitability of Projects and Consumers, by becoming a Student stake Digital asset Lessor you fully accept all risks associated with Deployment of the student stake digital assets, including the risk that a Student stake Digital asset fails to generate the amount of our projected Alumna Rental, and also the risk that the student stake digital asset purchase price is completely lost. Alumna as party to any Owner Lease and/or Alumna Lease has no control over the installation schedule or performance of the referenced Project, and will not be held responsible for any operational or financial

performance failure, delay, payment delinquency, payment default, failure to realize insurance claims, theft, or other event leading to loss of Alumna Rental or the purchase price of the student stake digital asset;

Subject to the terms and conditions of each Owner Lease, Alumna Rental for each individual Project shall only be due and payable to Student stake Digital asset Lessors to the extent sufficient funds are available from funds received by Alumna from such Project, after deduction of taxes, fees, costs, expenses, insurance policy deductibles, Transaction Expenses, and scheduled deposits to maintenance reserves. Funds received in respect to other Projects will not be available to pay Alumna Rental;

On each Calculation Date and with respect to each Calculation Period set forth in Schedule A, Alumna shall calculate the Alumna Rental in Project Currency as follows:

Alumna shall calculate Base Rental in consideration of the Student stake Yield and Price, according to the terms in the Owner Lease;

Alumna shall calculate the Available Rental, which shall be (a) the balance of the Consumer Consumer Rental Escrow Account, or (b) the Base Rental, whichever is lesser;

Alumna shall calculate due and payable Project Expenses as of the end of the Calculation Period. Project Expenses shall include all scheduled and unscheduled costs, expenses and fees associated with Project operation and maintenance. For the avoidance of doubt, Project Expenses may include insurance premiums; taxes; legal and other costs associated with the Alumna Lease; and maintenance of the Real Property Interest, including but not limited to Impositions, legal fees and transaction costs;

Alumna shall calculate the Alumna Rental as (a) Available Rental less Project Expenses, or (b) zero, whichever is greater. However, the Alumna Rental shall be zero prior to the Commercial Operation Date. For the avoidance of doubt, in any Calculation Period, the amount of Alumna Rental due is limited by the conditions of Section 10.3 above;

To the extent some or all of Project Expenses remain unpaid after calculation and payment of Alumna Rental, the amount may be carried forward to subsequent Calculation Periods.

The amount of Available Rental less Project Expenses calculated in 1.7.4 above, to the extent less than zero, may not be carried forward to subsequent Calculation Periods.

For the duration of the Alumna Lease, Consumer Rental received in the Rental Escrow Account with respect to each individual Project shall be applied automatically:

- to pay any taxes, license fees to utilities, or other government fees required to legally operate the Project;
- towards the payment of Insurance premiums to insure the Project;
- to pay Alumna's expenses incurred in connection with the execution of Alumna Lease and Owner Lease, but excluding Alumna's own fees;
- to deposit funds into the reserve accounts established for regular or extraordinary O&M services;
- *pro rata* to their ownership of the student stake digital assets applied on the particular Project, and subject to any maximum rental amount specified in the relevant Owner Lease, to Student stake Digital asset Lessors for the rental of the student stake digital assets;
- to pay fees to Alumna

In the event a foreign exchange Disruption Event occurs such that Alumna Rental cannot be paid in the Project Currency, Alumna will endeavour to have Alumna Rental obligations settle with a Non-Deliverable Substitute currency.

AUTHORIZED Alumna ACTIONS

You authorize Alumna to sublease student stake digital assets to be deployed to the Consumer, together with the Student stake assets granted to Alumna;

You authorize Alumna enter into Definitive Agreements for associated Projects, including but not limited to Alumna Leases, agreements, O&M agreements, student stake energy site lease agreements, student stake energy easement agreements, insurance agreements, and other agreements as may become necessary to design, construct, install, test, operate and repair such Project over the term of the Owner Lease;

You authorize Alumna to enter into insurance agreements, in Alumna's sole and absolute discretion, such that Projects are reasonably insured against theft, fire and other damages, and against liabilities to third parties resulting from each Project's existence and operation;

You authorize Alumna to make all endeavors required by applicable law and standard practices for an organization of its nature receiving funds from Third Parties, to avoid any person or entity failing to satisfy Onboarding Compliance to become Owners of student stake digital assets. If Alumna becomes aware that an Owner is blacklisted or in breach of the restrictions contemplated, Alumna will cancel such Owner's Accounts and refund and refinance their student stake digital assets with immediate effect without any interruption to the Alumna Lease;

You authorize Alumna to make all reasonable endeavors to ensure the Projects remain available for lease under the Alumna Lease for the duration of each Alumna Lease Agreement;

You authorize Alumna to automatically apply Consumer Rentals to make the payments in accordance with the cash-flow waterfall as contemplated in clause 10.4;

You authorize Alumna to conclude a Deed of Assignment in respect of each Agreement and O&M Agreement with the O&M and the Consumer;

You authorize Alumna to initiate and continue with any legal claims for damages or recovery, petitions for bankruptcy or liquidation, or other proceedings, whether through arbitration or a court system, on behalf of the Alumna and the student stake digital asset Lessors;

You authorize Alumna to initiate and continue with any claims under manufacturer warranties, insurance policies or reinsurance polices related to the Project;

You authorize Alumna to pay taxes, O&M and other expenses, repair costs, insurance premiums, deposits to reserves, Transaction Expenses and other costs as the case may require, for the purpose of keeping the Project operating securely and at a satisfactory performance level. You agree that such costs will be deducted from Consumer Rental received by Alumna prior to distribution of Alumna Rental to student stake digital asset Lessors;

You authorize Alumna to facilitate physical and virtual general meetings of student stake digital asset Lessors to discuss events having Material Adverse Effect on the Project, and arrange proxy voting, as required;

You authorize Alumna to monitor and maintain performance data for Deployed student stake digital assets, and to make available to the general public such data on its Website or as Block-chain Information, subject to Alumna no information regarding the Owners' identities;

You authorize Alumna to calculate and agree with Consumers the required amount and timing for payment of Consumer Rental. Alumna will endeavor to have all Consumers maintain a minimum balance equivalent to fourteen (14) operating days' forward estimated Consumer Rental amounts;

You authorize Alumna Parties to install smart billing meters, Internet-of-Things data loggers, software on the Block-chain, and other software to facilitate and transparency and automation of Projects' operational and financial processes, including Consumer Rental collection; the payment of taxes, fees and expenses; and the distribution of Alumna Rental payments to Student stake Digital asset Lessors.

DEFAULT OR TERMINATION OF A PROJECT OR LEASE

Should the Project fail or default for any reason, including but not limited to a Consumer's failure to honor his obligations, a Consumer's decision to terminate the Alumna Lease, or a change in Project State regulation or taxation affecting the Project, we will notify each Student stake Digital asset Lessor (the "Project Default Notice"). Thirty (30) days thereafter, each relevant Student stake Cll Lessor may (a) request Alumna to attempt relocation of the Student stake Digital asset to an alternative but similar Project, in the sole an absolute discretion of Alumna or (b) Elect Delivery. In the absence of response to Project Default Notice, Student stake Digital asset Lessors will be deemed to have Elected Delivery.

Alumna may initiate and continue with any legal claims for damages or recovery, petitions for bankruptcy or liquidation, or other proceedings, whether through arbitration or a court system, on behalf of the Alumna and the Student stake Digital asset Lessors;

We make every reasonable effort to ensure that the Project remains fully utilized as proposed, and that each Consumer honors his contractual obligations under the Definitive Agreements. However, for the avoidance of doubt, we cannot guarantee that the Consumer Rental and will be paid, and as a result, cannot guaranty that Alumna Rental will be paid, or that you will recover the original purchase price of your student stake digital assets;

Alumna reserves the right to cancel a Project profile and Return all associated Account Holder's payments at any time for any reason without notice.

TAXATION

Owners are individually responsible for all taxes assessed on Alumna Rental after payment by Alumna;

Aluma will pay Alumna Rental net of any taxes assessed by any Governmental Authority on the Project.

GOVERNING LAW AND SUBMISSION TO JURISDICTION

These Terms and any matter arising from these Terms shall be governed by and interpreted in accordance with the laws of the USA

hereby irrevocably submit to the jurisdiction of courts of the USA.

ARBITRATION

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and Alumna on any matter provided for in, or arising out of these Terms, and not resolved between yourself and us, then such a dispute shall be submitted to confidential arbitration in terms of the International Court of Arbitration.

WAIVER

Failure of either Party to insist upon strict performance of any provision of these Terms or further agreement, or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under these Terms or any

further agreement. No waiver of any of the provisions of these Terms or any other Agreement shall be effective unless it is expressly stated to be such and signed by the Parties affected by such waiver.

TERMINATION

All provisions of these Terms which either expressly or impliedly survive termination or expiry of these Terms shall survive termination or expiry, including but not limited to Terms regarding warranty disclaimers, indemnities and limitations of liability;

ENFORCEABILITY

These Terms are only intended to be enforceable by you and Alumna. A person who is not a party to these Terms has no right to enforce any of these Terms.

If any of these Terms are determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, then they shall be severed and deleted from these Terms without affecting the enforceability of the remaining provisions.

LEGAL DISCLAIMER

The role of Alumna is to provide a platform for selling student stake digital assets which buyers can then lease for use in a project. Neither Alumna nor any of its affiliates is offering or selling any securities, or arranging the offer or sale of any securities. Alumna is not advising you as to the merits of, or making a personal recommendation to you in relation to, purchasing or leasing student stake digital assets. You should consider carefully whether purchasing or leasing student stake digital assets in this Project is suitable for you in the light of your own personal, financial and tax circumstances. You should consider carefully all the information set out in this product information document, including the information set out in 'The Risks'.

Please refer to the Legal Disclaimer and Privacy Policy links on our Website for additional information

IMPERMISSIBLE ACTIVITIES

- Production or activities involving forced or child labor
- Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
- Trade in wildlife or wildlife products regulated under CITES (Convention on International Trade in Endangered Species or Wild Fauna and Flora).
- Cross-border trade in waste and waste products unless compliant to the Basel Convention and the underlying regulations.
- Drift net fishing in the marine environment using nets in excess of 2.5 km in length.