

## Token Sale Rules

PLEASE READ THESE RULES AND CONDITIONS OF TOKEN SALE RULES CAREFULLY. PLEASE NOTE THIS DOCUMENT CONTAINS MANDATORY LEGAL PROVISIONS AND A CLASS ACTION WAIVER THAT MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TOKEN SALE RULES, DO NOT PURCHASE TOKENS.

Your purchase of tokens ("**Tokens**") through the online platform using <https://stockenn.com> (the "**Platform**") operated by the Stockenn LLC, a company incorporated under the laws of Wyoming, USA, with Filing ID: 2025-001728021, having its legal and business address at 30 N Gould St #47571, Sheridan, WY 82801 (hereinafter referred to as the "**Company**" or "**Stockenn**"). Each of you and the Company is a ("**Party**"), and together (the "**Parties**").

By purchasing Tokens from us during the Sale Period and/or using the Platform you will be bound by these Rules. If you have any questions about these Rules, please contact us at support@stockenn.com.

## Important Notice

These Token Sale Rules (the "**Rules**") govern participation in the token offering (the "**Offering**") of tokens issued by STKN-PL-KRK-1 DAO LLC a decentralized autonomous organization incorporated in the State of Wyoming, United States (the "**DAO**"). These Rules summarize the business logic of the structure, roles of the entities, anticipated flow of funds, and regulatory considerations. This document is not a prospectus, not investment advice, and not an offer of securities.

## 1. Definitions

**Platform Operator** – Stockenn LLC, the operator of the online Platform where tokens are sold and traded. Enables Users to register, access services and participate in activities.

**Users** - all registered and verified participants who access and use the Platform operated by the Company, including those who purchase and hold Tokens issued by the DAO and receive economic participation in distributions made by the DAO, except for U.S. Persons, who are not eligible to purchase or hold Tokens or otherwise participate in the economic activities of the DAO. Users are required to comply with Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures, these Rules, and all applicable laws in their jurisdiction.

## **2. Token Description**

2.1. The digital tokens issued by the DAO. Tokens are created and recorded on a public blockchain in accordance with generally recognised token standards. Each DAO Token is indivisible and transferable only within the official Platform operated by the Platform Operator.

2.2. Payments may be made in USDC or in fiat currencies (EUR, USD, PLN) as specified on the Platform. The equivalent number of tokens issued will be determined at the time of settlement based on the confirmed subscription amount.

2.3. Rights of Token Holders:

a) By holding Tokens, each user is entitled to participate in the economic flows generated by the DAO. In particular, Token holders are entitled to receive USDC distributions made by the DAO in proportion to the number of Tokens they hold.

b) Token holders are also entitled to transfer their Tokens exclusively on the secondary market operating on the Platform, in accordance with the Platform's rules and subject to any applicable transfer fees. Off-platform transfers are invalid and will not be recognised by the DAO.

c) Token holders are entitled to participate in the governance of the DAO, including submitting and voting on proposals in accordance with the procedures, thresholds, and rules established in the DAO's Operating Agreement and Governance Framework.

d) Token holders are entitled to receive transparent information through the Platform, including reporting on distributions, governance decisions, and their individual entitlements.

2.4. Supply and Future Issuance:

a) The total number of Tokens issued in connection with the current Offering is strictly linked to the specific asset base acquired or held by the DAO. To preserve the economic balance of the Offering, the DAO will not issue additional Tokens against this same asset base.

b) If the DAO decides to participate in a further acquisition of additional assets or expand its asset base, such acquisition will be structured through a new and separate DAO with its own token issuance. This mechanism ensures that current DAO Token holders are protected from dilution and that each DAO corresponds transparently to a clearly defined economic interest.

2.5. Tokens may be traded between Users only through the official Platform. Any off-platform transfer or attempt to transfer Tokens will not be recognised by the DAO and will not confer any rights on the purported transferee. The Platform Operator may introduce a transfer commission fee for peer-to-peer transactions, which will be disclosed on the Platform.

### **3. Token Sale Mechanics**

3.1. All initial purchases of Tokens, as well as all subsequent secondary transfers, shall be carried out exclusively through the official Platform, which is managed by the Platform Operator and available at <https://stockenn.com>. The Platform is the only authorized environment for participating in the placement of Tokens, conducting KYC and AML checks, processing applications, settlements, and delivery of Tokens.

3.2. To purchase Tokens, the Buyer must: connect or create and connect a wallet to the Platform; complete the mandatory KYC and AML procedures; submit a purchase application specifying the number of Tokens; pay the subscription price using one of the methods available on the Platform.

3.3. After successful receipt and confirmation of full payment by the Seller, an Agreement for the purchase of Tokens is concluded between the Parties. From the moment of conclusion of this Agreement, the obligation to deliver Tokens becomes binding on both Parties.

3.4. After the proper signing of the Agreement and verification of compliance with all requirements, the Seller transfers the Tokens to the specified address of the Buyer's wallet on the Platform. The transfer is considered complete when the transaction is irreversible.

3.5. The number of Tokens accrued to the User is calculated at the time of settlement based on the official exchange rate displayed on the Platform. The minimum purchase amount is 1.0 Token. Users may acquire fractional portions of Tokens above this threshold (e.g., 1.1; 3.45945; etc.) as supported by the Platform's technical functionality. All costs associated with transactions, including blockchain gas fees, network fees, and bank fees, are borne solely by the User and are non-refundable under any circumstances.

3.6. Purchased tokens grant rights to participate in the governance of the DAO, including the right to vote and submit proposals in accordance with the Operating Agreement and Governance Framework, and may grant the right to receive distributions of profits or other economic benefits if and when such distributions are declared by the DAO within its discretionary powers.

3.7. Purchased tokens may not be offered, sold, resold, assigned, or otherwise transferred to any U.S. Person or within the United States. Any future permitted sale or transfer of Tokens shall be conducted exclusively through the Platform, in compliance with applicable law and the Platform's internal rules.

3.8. Upon completion of each subscription or transfer, the User will receive confirmation via the Platform dashboard. Token balances and transaction history will be available for Users to review at any time through the Platform. The DAO will maintain an official record of token holders on the Platform, which will serve as the authoritative register for determining distributions.

## 4. Eligibility and Compliance

### 4.1. General Eligibility:

a) Participants must be of legal age and have full legal capacity (or, for entities, duly incorporated and properly represented).

b) Participation must be on own account (no undisclosed nominees), unless expressly approved following enhanced due diligence.

c) Participants are solely responsible for ensuring their participation is lawful under their local laws (securities, tax, FX, etc.).

### 4.2. Exclusion of U.S. Persons (Regulation S):

a) Tokens have not been and will not be registered under the U.S. Securities Act of 1933, as amended (15 U.S.C. § 77a et seq.) or any state securities laws of the United States. The Tokens may not be offered, sold or otherwise transferred in the United States or to any “U.S. person” as defined in Rule 902(k) of Regulation S under the U.S. Securities Act (17 C.F.R. § 230.902).

b) The Offering will not be sold, advertised or otherwise directed into the United States. By participating, each Users represents and warrants that it is not a U.S. person, is not acting on behalf of or at the behest of a U.S. person, and will not resell Tokens to any U.S. person.

### 4.3. EU Prospectus Regulation Exemption:

a) The offer of Tokens in the European Union is carried out under the exemptions provided by Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the “Prospectus Regulation”). In particular, pursuant to Article 1(3) of the Prospectus Regulation, no prospectus is required as long as the aggregate consideration of the Offering in the Union does not exceed EUR 1,000,000 within any 12-month period. Accordingly, no prospectus has been filed with or approved by any EU authority. The Offering may therefore be conducted throughout the EU, provided this threshold is respected. In Poland, two national exemption options apply under the Polish Public Offering Act of 29 July 2005, allowing offerings to be conducted without the obligation to publish a prospectus:

- where the aggregate gross proceeds of the offering within the European Union, calculated over a rolling twelve (12)-month period, do not exceed EUR 1,000,000, the offering shall rely on Article 37a, which exempts offers in the range of EUR 100,000 to EUR 1,000,000.
- where the aggregate gross proceeds exceed EUR 1,000,000 but remain below EUR 5,000,000, the offering shall rely on Article 37b, which exempts such offers from the prospectus requirement.

b) In accordance with Article 1(4 a-d) of Regulation (EU) 2017/1129, an Offer may be made without the preparation of a prospectus where it is addressed exclusively to qualified Users; or where it is addressed to fewer than 150 natural or legal persons per Member State other than qualified Users; (i) or where the minimum consideration per User or the minimum subscription amount is at least EUR 100,000; (ii) or where the denomination of a single token is at least EUR 100,000. The DAO

reserves the right to rely on one or more of the above exemptions depending on the jurisdiction and category of User, and each User acknowledges and agrees that the Offer is made on the basis of these exemptions and that no prospectus will be prepared.

#### 4.4. AML and KYC

a) All Participants must successfully complete a KYC and AML verification before purchasing Tokens. Such verification shall include, at a minimum, the provision of identification documents and proof of address, as well as information on the source of funds and source of wealth. In the case of legal entities, the verification shall also require the provision of constituent documents and information on the ultimate beneficial owner.

b) The DAO and the Platform Operator reserve the right to request any additional information they deem necessary, to refuse or cancel a subscription, to suspend or freeze transactions, and to report any suspicious activity to the competent authorities in accordance with applicable law.

c) AML and KYC procedures are carried out in accordance with the DAO's AML and Counter-Terrorist Financing Notice (the "**AML Notice**"), which forms an integral part of the compliance framework. Participants are deemed to have reviewed and accepted the AML Notice, available at: [LINK](#).

#### 4.5. Restricted and Sanctioned Jurisdictions

a) Residents or citizens of jurisdictions that are subject to comprehensive sanctions imposed by the United Nations, the European Union, or the United States, as well as jurisdictions included on the Financial Action Task Force (**FATF**) list of high-risk or non-cooperative countries, or any jurisdiction where participation in the Offering would be unlawful, are strictly prohibited from acquiring Tokens.

b) The DAO and the Platform Operator reserve the right to update the list of restricted jurisdictions at any time, to cancel the participation of affected Users, and to suspend or withhold distributions where required by applicable law or regulatory authority.

#### 4.6. User Acknowledgements

a) By acquiring Tokens, each User expressly represents, warrants, and acknowledges that they are not a U.S. Person and are not acting for or on behalf of a U.S. Person; that they are not a resident or citizen of any restricted or sanctioned jurisdiction; and that they have successfully completed all required KYC and AML procedures.

b) Users confirm that they assume full responsibility for compliance with all applicable tax and regulatory obligations in their jurisdiction of residence or incorporation.

### 5. Distributions and Record Date

5.1. Distributions of profits, if and when declared by the DAO, shall be made in favor of Token holders in accordance with the DAO LLC Operating Agreement and

the provisions of the Smart Contract. The DAO may, at its sole discretion, convert the profits subject to distribution and determine the frequency, timing and manner of distribution, including on-chain or off-chain mechanisms.

5.2. All distributions shall be made in proportion to the number of Tokens owned by each holder, in accordance with the official register maintained by the Platform.

5.3. The DAO does not guarantee the making of any distributions, their amount or timing. Distributions shall be made only taking into account the financial condition of the DAO, the requirements of applicable law, as well as the successful completion of KYC and AML procedures by Token holders. The DAO may suspend, postpone or withhold distributions of funds if required by law or if there are restrictions until the relevant issue is resolved.

## **6. Secondary Market and Transfer Restrictions**

6.1. A Registered User wishing to sell Tokens must create a Sell Order on the Platform, specifying the number of Tokens, the selling price per Token. Once submitted, the Tokens offered for sale are automatically blocked by a smart contract until the order is executed or canceled.

6.2. The Platform will display active Sell Orders in real time. A Registered and Verified User may place a Buy Order specifying the amount of Tokens, the total price, applicable fees.

6.3. Before executing a transaction, the Platform conducts an automated compliance check of both the Seller and the Buyer, including: verification of valid KYC/AML status; verification of compliance with international sanctions lists; residency and eligibility checks to ensure that neither party is a "U.S. Person" or a resident or citizen of a restricted or sanctioned jurisdiction. If any issue is found, the transaction will be suspended or rejected until the compliance issue is resolved.

6.4. Upon successful completion of the compliance checks, the smart contract automatically initiates an atomic exchange mechanism, through which Tokens are transferred from the Seller's wallet to the Buyer's wallet, and payment is simultaneously transferred to the Seller. The smart contract records the transaction on the blockchain as immutable proof of ownership transfer.

6.5. Upon successful settlement, the Platform will send both parties a transaction confirmation via the Platform's control panel and by email, and will update the token balance and transaction history of each User on the network. The updated ownership data will automatically be reflected in the official token owner registry maintained by the Platform and recognized by the DAO.

6.6. The Platform Operator may charge a transaction fee on the secondary market, the amount and method of calculation of which are displayed before execution. Such fee is automatically deducted from the transaction proceeds.

6.7. Transactions executed in accordance with this procedure are considered valid, final and legally binding. Any attempt to sell, assign or transfer tokens outside the Platform will be void, will not be recognized by the DAO and will not grant any rights to the prospective transferee.

## **7. Fees & Taxes**

7.1. The Platform Operator may apply a platform fee to the relevant transaction amount in respect of both primary subscriptions and secondary transfers of Tokens, with the applicable fee level disclosed on the Platform from time to time. In addition, Users acknowledge that network-related charges such as blockchain gas fees, as well as any exchange fees associated with the conversion of dividends from PLN into USDC or other supported currencies, may be incurred. Such costs will either be borne directly by the DAO or deducted from the aggregate amounts available for distribution to token holders.

7.2. Each User remains solely responsible for the payment of any taxes, duties, or similar charges that may arise from the acquisition, holding, transfer, or disposal of Tokens, or from the receipt of distributions under the DAO Token model, and neither the DAO nor the Platform Operator shall bear responsibility for such liabilities.

## **8. Risks and Disclaimers**

8.1. Participation in the Offering and holding Tokens involves significant risks. Users should carefully consider the following before making any purchase decision. By subscribing for Tokens, Users expressly acknowledge and accept these risks.

### **8.2. Regulatory and Legal Risks:**

a) Certain jurisdictions may prohibit, restrict, or impose licensing requirements on the purchase, sale, or holding of tokens. Users are responsible for ensuring compliance with their local laws.

b) New legislation or regulatory guidance (in the EU, USA, or other jurisdictions) may negatively affect the DAO, the Platform, or the value and transferability of Tokens.

c) Regulatory investigations or enforcement measures against the DAO, the Platform Operator, or Users could result in suspension of distributions, penalties, or loss of rights.

### **8.3. Financial and Economic Risks:**

a) The DAO does not guarantee any minimum return, yield, or frequency of distributions.

b) Rental income or other revenues generated by the underlying assets of the DAO may fluctuate due to market conditions, vacancies, regulatory changes, or unforeseen expenses. Such fluctuations will directly affect the level of distributable income and, consequently, the payouts to Users.

c) The DAO receives dividends from a Polish company that generates revenue in PLN and, after converting the amounts into USD, transfers them to the DAO. The DAO, in turn, distributes these funds to token holders in USDC. Exchange rate fluctuations, banking fees, and conversion costs may reduce the final distributable amount received by Members.

d) Secondary transfers are limited to the Platform. There is no guarantee that buyers will be available at any time or at desired prices. Tokens may be illiquid.

e) Users should be prepared to lose the entire value of their investment in Tokens.

#### 8.4. Operational Risks:

a) All token transactions and records of ownership are managed within the Platform. Any downtime, failure, or termination of the Platform may disrupt transfers, trading, or access to balances.

b) The DAO initially delegates operational functions to its manager. Inefficiency, errors, or misconduct by management could negatively affect operations and distributions.

c) The DAO relies on third-party service providers (e.g., exchanges, payment processors, custodians). Failures or insolvencies of such providers may delay or prevent distributions.

d) Payments may be suspended or withheld due to compliance requirements, sanctions, or unresolved KYC/AML issues.

#### 8.5. Technical Risks:

a) Tokens are recorded on blockchain infrastructure. Network congestion, bugs, or protocol changes could affect transferability, confirmation times, or permanence of transactions.

b) While smart contracts used by the DAO are intended to be secure, vulnerabilities or exploits may result in loss or theft of tokens.

c) Hacking, phishing, malware, or insider attacks could compromise the DAO's wallets, the Platform, or Users accounts.

d) Blockchain-based transactions are permanent. Erroneous or fraudulent transfers cannot be reversed by the DAO.

#### 8.6. Disclaimers:

a) Tokens are digital units of participation issued by the DAO to represent contractual and economic rights within the DAO structure. They are not corporate shares, registered securities or financial instruments and do not confer any rights on shareholders under company law. Token holders may be entitled to participate in profit distributions or other benefits if such distributions are declared by the DAO in accordance with its Operating Agreement.

b) No regulator has reviewed, approved, or authorized this Offering. Participation in the Offering is entirely at the risk of the Users, who must ensure compliance with applicable laws in their jurisdiction.



c) To the fullest extent permitted by law, the DAO and the Platform Operator disclaim all liability for losses, damages, or claims arising out of participation in the Offering, holding of Tokens, or use of the Platform.

## **9. Data Protection & Communications**

9.1. Personal data is processed in accordance with the Platform's Privacy Policy, available at [Privacy Policy LINK](#), including for KYC and AML and compliance purposes. Communications regarding the Offering may be provided via the Platform, email, or in-app notifications.

## **10. Amendments & Suspension**

10.1. The Platform Operator may amend, supplement or otherwise modify these Rules by publishing an updated version on the official Platform. Each updated version shall state the effective date and the date of the last revision. Continued use of the Platform or storage of Tokens after the publication of an updated version shall constitute acceptance by the User of the amended Rules.

10.2. For material changes, the Platform Operator shall provide Users with prior notice via the Platform and/or by email. The Platform Operator reserves the right to suspend or limit subscriptions, transfers or distributions if required by applicable law, for system maintenance or due to security or operational risks.

10.3. The DAO acts solely as an issuer of Tokens in the technical and legal environment provided by the Platform. Accordingly, DAO is not responsible for amending, maintaining, or enforcing these Rules. Such authority and responsibility rest solely with the Platform Operator.

## **11. Governing Law and Dispute Resolution**

11.1. These Rules are governed by and shall be construed in accordance with the laws of the State of Wyoming, United States of America, including the Wyoming Limited Liability Company Act and the Wyoming Decentralized Autonomous Organization Supplement, without regard to conflict of law principles.

11.2. Any dispute, controversy, or claim arising out of or in connection with these Rules shall first be subject to good faith efforts to resolve the matter amicably, including voluntary mediation if mutually agreed. If the dispute cannot be resolved within thirty (30) calendar days, it shall be submitted to the competent state or federal courts located in the State of Wyoming, which shall have exclusive jurisdiction. Proceedings in other jurisdictions shall not be permitted, except where necessary for the enforcement of a judgment of the Wyoming courts.

11.3. Nothing in these Rules prevents the right to seek urgent injunctive relief or interim measures before the competent courts of Wyoming, where such relief is necessary to protect rights or prevent irreparable harm.

11.4. To the fullest extent permitted by law, participation in class, collective, or representative actions is waived. To the extent permitted by law, the right to a jury trial is also waived

## **12. Contact**

12.1. For any questions, notices, or inquiries regarding these Rules or the operation of the Platform, please contact the Platform Operator at: support@stockenn.coml.

12.2. Registered Address of the Platform Operator: 30 N Gould St #47571 Sheridan, WY 82801

12.3. Platform Support: support@stockenn.com