

**OPTION AND PURCHASE AGREEMENT
SAVIMBO, INC. "CARBON CREDITS PROGRAM"**

This Option and Purchase Agreement ("Agreement") is entered into as of the date outlined in the signature block to this Agreement ("Effective Date") between Savimbo, Inc. ("Savimbo") and the Grower listed in the signature block of this Agreement ("Grower" or "Landowner"), each located at the address outlined in the signature block to this Agreement.

Background and Purpose

The Carbon Credits Program

- Savimbo runs a program that identifies standards for land and landowners to participate in its Carbon Credits Program.
- The program is designed to enable Savimbo to make carbon credits available for sale. These credits are sold based on carbon sequestered by land that is maintained (as verified under the Program) with plantings and conservation that generate certified credits. The program is designed to make micropayments to landowners for maintaining naturally forested or replanted lands against clearcutting and against the selective harvesting of mature trees.
- Landowners (also called "Growers" in this Agreement), who own qualifying land, may apply to participate in the program by submitting a Program Application.
- If accepted to the Program, Growers are eligible to receive payments by verifying that they have maintained land accepted into the Carbon Credits Program according to the program rules for their region.
- Payments are made electronically into a bank account designated by the landowner(s), or (when, where, and as available under the program) by cryptocurrency into a wallet designated by the Grower.
- Growers are also eligible to receive additional payments if Savimbo re-sells the Carbon Credits generated by their land.
- Growers who fall out of compliance with the program's requirements will no longer be eligible to receive payments and the land will no longer be included in the Carbon Credits Program. Where a violation can be remediated, Savimbo may offer Grower an opportunity to rejoin the Program after returning to compliance, for lower micropayments.

The Purpose of This Agreement

- Grower owns land that Grower and Savimbo believe may qualify for the Program
- Grower wants to participate in the Program and, if accepted, agrees to adhere to the Program requirements and to the terms of this Agreement.
- If Grower meets the Program requirements, and maintains the land as required, Grower can receive micropayments for generating Carbon Credits as described in this Agreement and in the Program materials, and a percentage of any resale by Savimbo of those Carbon Credits.

Definitions

The following terms are used in this Agreement and are defined below.

- "Carbon Credits" means carbon credits (based on industry-standard measurements) generated by participation in the Program. And may include biodiversity, conservation, and/or reforestation work.
- "Land Condition Requirements" means the condition of land subject to payments under the Program and the requirements listed by Savimbo to qualify for payment.
- "Program" means the Carbon Credits Program offered by Savimbo to Qualified Landowners
- "Qualified Landowners" are landowners who meet the current requirements to participate in the Program, including owning land and, after being accepted into the Program, maintaining land according to the Land Condition Requirements.
- "Resale Payment" means the payment to Grower based on Savimbo's percentage of revenue from the

resale of Carbon Credits generated by Grower's participation in the Program. The Resale Payment is based on the percentage of revenue specified in the Savimbo Carbon Credits Program at the time of annual contract signature (and, in the event of a contract renewal, at the date of renewal), and is capped at 10 times the micropayments made to the Grower for the resold Carbon Credits, minus the micropayments already made to Grower.

- "Savimbo Rating System" or "SRS" (available online at www.savimbo.com/program) means the pricing system (based on geographic norms and ecological data) for current micropayments offered by Savimbo as Carbon Credits to landowners in the Program.
- "Savimbo Planting Schema" means Savimbo's program for replanting land, which is separate from this Agreement which is for the purchase of carbon captured by existing land conditions, as specified by the Land Condition Requirements.
- "Savimbo Trading Schema" means Savimbo's program for re-selling Carbon Credits. If a Carbon Credit generated by Grower is re-sold by Savimbo, Grower will receive a Resale Payment.
- "Start Date" means 30 days after the first Carbon Credits purchased under this Agreement are captured by Savimbo when the land meets Land Condition Requirements and the minimum Carbon Credits Program requirements.

AGREEMENT

1. Program Participation

1.1. Program Application

- 1.1.1. Applications must be Truthful and Complete. Grower understands that participation in the Program requires an application and acceptance by Savimbo. Grower agrees that any information submitted in the Program Application is truthful and complete.
- 1.1.2. Responsibility to Update. Grower also agrees to update Savimbo in writing promptly if any information contain in an application changes (for example, if Grower offers to sell all or part of the land referenced in the application).

1.2. Program Rules

- 1.2.1. Complete Program Rules. If accepted into the Program, Grower agrees at all times when in the Program to follow all Program rules. Complete Program rules will be made available to Grower at the time of application and after acceptance. Additional Rules are contained in this Agreement.
- 1.2.2. Right to Withhold Payment or End Participation. If Grower does not follow Program Rules, Savimbo may withhold payments to Grower under the Program or end Grower's participation in the Program.

1.3. Program Participation

- 1.3.1. Approval Required. Applications and participation must be approved by Savimbo in order for Grower to participate in the Program.
- 1.3.2. Length of Participation. Participation requires Grower to comply with Program rules and recruitments at all times. The minimum participation commitment by Grower is 12 months.

2. Payments and Ownership

- 2.1. Micropayments. Savimbo offers micropayments after the Start Date to Growers in the Program who retain land and establish Carbon Credits that Savimbo may resell. Micropayments are made in monthly installments, at the rate determined by the Savimbo Rating System, which is posted online and is available to Grower.
- 2.2. Resale Payments. If Savimbo successfully re-sells a Carbon Credit generated by Grower through the Program, Savimbo shall make a payment to Grower equal to the current Repayment Percentage at the time of sale, based on the revenues generated, if any, from Savimbo's resale of Grower's Carbon Offset Credits.
- 2.3. Form of Payments. Payments are made only by direct deposit into a verified bank account or crypto wallet specified by Grower. Payments are made in cash unless the Grower requests payment in cryptocurrency. Cryptocurrency payments are at the discretion of Savimbo.

- 2.4. Ownership. Once a micropayment is initiated by Savimbo for a prior month's Carbon Credit, Savimbo owns the offset and Grower agrees not to offer such credit for resale. If Savimbo resells such credit, Grower shall receive additional payment(s) as specified in this Agreement.
- 2.5. Payment Timing. Savimbo controls when it makes payments, but not when Growers receive payments. Savimbo is not responsible for delays caused by banking restrictions, holds, or errors in the information provided by Grower. Savimbo makes payments to Grower according to the following payment schedule:
- 2.5.1. Monthly Micropayments. Micropayments are made within 60-days after a Grower has established a valid bank account and informed Savimbo that they have received the test payment.
- 2.5.2. Resale Payments. After 12 months of successful predication in the Program and 1-year of Carbon Credits generated through Grower's land, Savimbo will pay Grower Twenty-Percent (20%) of the revenues generated, if any, from Savimbo's resale of Grower's Carbon Credits. Resale Payments are made 60-days following receipt of such payments by Savimbo from a Carbon Credit purchaser. Resales may continue until the retirement of the Carbon Offset Credit under the Savimbo Trading Schema.
- 2.6. Payment Requirements. Savimbo is not required to make payments to the Grower if Grower violates the terms of this Agreement (including Land Condition Requirements) or Grower voluntarily leaves the program.

3. Program and Land Requirements

- 3.1. Sale of Land. Carbon Credit ownership does not impact Grower's ownership of the land. Grower is free at any time to sell all or a part of Grower's land in the Program. Grower understands that only a landowner can receive payments under the Program, and that once the land is sold only the new owner is entitled to payments. Grower agrees to inform Savimbo in writing if Grower intends to sell or does sell any land in the Program.
- 3.2. Compliance with Land Condition Requirements. Grower agrees to comply with the Land Condition Requirements at all times during the Term of this Agreement for any Grower land in the Program. Grower agrees to notify Savimbo in writing and in advance of any changes to the Land that may impact the land's classification or compliance with the Land Condition Requirements. Changes to the land may not disqualify the land from Program participation, but may change the micropayments available to Grower.

4. Other Terms

4.1. Term (Duration) and Termination of Agreement

- 4.1.1. Term of Agreement. This Agreement shall be in effect from the Effective Date through twelve (12) months after the Start Date (the "Initial Term"), and thereafter shall renew for successive twelve (12) month terms (each a "Renewal Term"), unless earlier canceled by either Party under the terms of this Agreement.
- 4.1.2. Termination of Agreement. Savimbo reserves the right to terminate a Grower's participation in the Program at any time and for any reason. Reasons for termination may include a breach of the Land Condition Requirements. Savimbo does not pay to clear any land of a Grower for any reason, including for program participation termination. In the event Savimbo terminates this agreement other than for a violation of this Agreement by Grower, Savimbo shall make any payments due to Grower under this Agreement within 90 days of termination.

4.2. Data Collection and Use

- 4.2.1. Collection of Data. Savimbo uses data to verify that Carbon Credits are being created under the Program. Program participation requires Growers to allow Savimbo (including through its agents and partners), to collect data to verify Land Condition Requirements and the location of specific land generating the Carbon Credits. If a Grower does not permit the collection of this data, the Grower cannot participate or continue to participate in the Program. Data verification may require access to Grower's land under the Program.
- 4.2.2. Use of Data. Grower understands and agrees that Savimbo has the right to collect and use data to verify the Carbon Credits and related land, including to monitor compliance with the Program and verifying the generation of Carbon Credits. Data collected under the Program is subject to terms and conditions of with Savimbo's mobile application and/or partner technologies, including Garmin Ltd.

4.3. Use of Grower Photo, Name, and other Information

- 4.3.1. Public Promotions. Savimbo uses information about Growers to promote the Program and in connection with efforts to re-sell the Carbon Credits. Connecting the Program with real people and information helps establish credibility. We only share Grower information with permission. By participating the Program you agree to let us use your name, photograph, and other information for promotional and marketing purposes. You may opt-out of this at any time and let us know you do not wish for your information to be shared. If you opt-out, we will not use your information for this purpose and will not use it at any time after you opt-out (prior permitted use may continue).

4.4. General Terms

- 4.4.1. Modifications. Any changes to this Agreement must be in writing, and agreed to by all Parties and signed by all Parties.
- 4.4.2. Compliance with Laws. Grower shall comply with all applicable laws concerning its activities in performance of this Agreement.
- 4.4.3. Assignment. Grower may not assign this Agreement or any responsibilities under this Agreement. Grower may assign this Agreement, in whole or in part, provided that the party this Agreement is assigned to agrees that the terms of this Agreement shall be binding on them.
- 4.4.4. Confidentiality. Grower agrees to keep confidential any information shared with Grower by Savimbo regarding the Program that is not publicly available on the Savimbo website or in the Program Materials that Savimbo makes publicly available.
- 4.4.5. Limitation of Liability. The maximum liability of Savimbo to Grower under this Agreement will be the amounts actually owed to Savimbo to Grower under this agreement and the related Program terms.
- 4.4.6. Governing Law; Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, United States of America. In the event of a dispute, the Parties agree to work together in good faith to resolve any dispute for at least 30 days before filing any legal action related to this Agreement. If the Parties cannot resolve a dispute, any disagreement will be subject to binding arbitration to be conducted virtually in English before a single arbitrator in the United States. Judgment on any award in arbitration may be entered in any court of competent jurisdiction. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief.
- A copy of this Agreement was translated into Spanish. For clarity, the English language version of this Agreement shall control in the event of any dispute.
- 4.4.7. Force Majeure. Each party's obligations under this Agreement will be excused or the time to comply with the obligations will be extended as is reasonably necessary if a party is prevented from performing its obligations in whole or in part by riots, fire, flood, earthquake, explosion, epidemics, war, terrorist attack, strike or labor disputes, embargo, civil or military authority, act of God, or other causes beyond its reasonable control, provided that such delay could not have been prevented by reasonable precautions.]
- 4.4.8. No Other Beneficiaries. This Agreement does not grant any rights or benefits to any person or party other than the Parties to this Agreement.
- 4.4.9. Notices. Grower agrees to communicate with Savimbo by email or "Message Service" (SMS/Test Message/WhatsApp or other messaging system supported by Savimbo for notice), and maintain a valid and active e-mail address and/or Message Service address during the term of this Agreement, as specified under Grower's signature to this Agreement. Grower may update this information at any time by sending an email or SMS/Text to the information under Savimbo's signature to this Agreement. Any information or notice sent by to either party's last updated contact information shall be valid. Communications are effective the first business day after they are sent.
- 4.4.10. Miscellaneous. If any provision of this Agreement is unenforceable or invalid under law or judicial ruling, the rest of this Agreement shall survive and remain in full force and effect. This Agreement, together with any Program application materials, requirements, terms and other related documents, constitute the entire agreement between the parties and replaces any prior agreements, promises, proposals, representations, understanding and negotiations.

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Signature Page to:

SAVIMBO CARBON CREDIT PROGRAM PURCHASE AGREEMENT

Agreed to and accepted by each Party.

Effective Date:

SAVIMBO, INC.

GROWER

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: Land Owner / Grower

Email and SMS for Notice

Email and SMS for Notice

Email: _____

Email: _____

SMS: _____

SMS: _____

Land Location and Description:

