

SOUTHERN ENERGY RENEWABLES TERMS OF SALE

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY, INCLUDING WITHOUT LIMITATION THE RISK DISCLOSURES ATTACHED HERETO AS SCHEDULE 1 ATTACHED HERETO. NOTE THAT SECTION 16 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase and use of \$SAF tokens (collectively, “\$SAF” or “Tokens”) from Southern Energy Renewables (“Company,” “we,” or “us”) during the Token sale (the “Token Sale”) period (the “Sale Period”) is subject to these Terms of Sale (“Terms”). These Terms are a legal contract between you and the Company that govern your purchase of the Tokens. Each of you and the Company is a “Party,” and together the “Parties.”

By purchasing Tokens from us and/or using \$SAF, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these terms, please contact us at info@southernenergyrenew.com

You and the Company agree as follows:

1. Purpose and Use of Tokens

No Interests in the Company. The \$SAF Token does not confer any interest in the Company whatsoever. \$SAF are primarily designed for community building, digital entertainment, and as a means of demonstrating general support for the importance of sustainable jet fuel in our collective futures. \$SAF are intended to function as an expression of support for, and engagement with, the beliefs and paradigms associated with sustainability and environmentalism associated with aviation. \$SAF are not intended to be, or to be the subject of, an investment opportunity, investment contract, or security of any kind.

No Economic Rights. The \$SAF Tokens do not confer any rights, express or implied. In particular, you understand and accept that the \$SAF Token does not represent or confer any ownership right or stake, share or security or equivalent rights, or any right to receive any distribution, revenue share, additional tokens, intellectual property rights or any other form of participation in or relating to the Company and its corporate affiliates, subject to limitations and conditions in these Terms and applicable Terms and Policies (as defined below).

The \$SAF Tokens are not intended to be a digital currency, security, derivative, transferable crypto asset or any other kind of financial instrument, but you should be aware that the application of legacy financial and other regulation to new technology like the Tokens is uncertain and carries risk, and may vary by jurisdiction. \$SAF are intrinsically valueless, purchasers of \$SAF should not expect that any person will work toward enhancing the value of \$SAF, and purchasers should reasonably expect that they could lose any value they use to purchase \$SAF.

2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase and use of \$SAF Tokens. The use of \$SAF Tokens will be governed by the [Terms of Use, Privacy Policy, Anti-Money Laundering

Policies, and other applicable terms and policies] available at <https://southernenergyrenew.com/> (collectively, the “**Terms and Policies**”). Any additional Terms and Policies we promulgate will be available at <https://southernenergyrenew.com/> or related sites. We may add terms or policies to the Terms and Policies at our sole discretion and may update each of the Terms and Policies from time to time according to modification procedures set forth therein. To the extent of any conflict with these Terms, the Terms and Policies shall control with respect to any issues relating to the use of Tokens.

3. Eligibility

Eligibility Requirements. In order to be eligible to participate in the Token Sale, you must provide all information as required by the Company or its agents as part of its screening process to seek to ensure that no specially designated nationals or other persons sanctioned by FinCen are permitted to purchase \$SAF. Persons from restricted jurisdictions are not permitted to purchase \$SAF tokens.

Technical Requirements. In order to be eligible to purchase the Tokens and receive any purchased Tokens, you must also control a software application or hardware device that securely manages your public and private keys related to a blockchain address (a “**Wallet**”) that supports Solana native tokens on the Solana Blockchain and provide the public key for your Wallet (the “**Token Receipt Address**”) if requested. We reserve the right to prescribe additional guidance regarding specific requirements with respect to a storage mechanism for the Tokens. You must have the ability to send [USDC or USDT] to the address that we provide (the “**Token Deposit Address**”) using the Solana Blockchain.

We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or any other issues arising from your failing to provide a Token Receipt Address or providing an inaccurate or incomplete Token Receipt Address.

The Company prohibits any and all sales to users domiciled or located in a country or territory it deems as restricted from any Token sale activities or are subject to other regulatory requirements, including but not limited to Afghanistan, Congo-Brazzaville, Congo-Kinshasa, Cuba, Iran, Iraq, Libya, North Korea, Syria and Tajikistan. The Company may cancel any sales to users domiciled or located in any such country and may seek to block such users from purchasing Tokens.

4. Cancellation; Refusal of Purchase Requests

No Refund. Your purchase of Tokens from us is final, and there are no refunds or cancellations except as may be required by applicable law.

- **Company Right to Cancel Purchases.** If required or applicable, the [USDC or USDT, or other cryptocurrency] sent by you to purchase Tokens may be returned and the purchase and sale of the Tokens may be considered void and rescinded without further recourse against the Company. We reserve the right to refuse or cancel Token purchase requests at any time at our sole and absolute discretion and to stop the Token Sale entirely for any reason, or no reason. To the extent that we refuse or reject a payment, we will exercise reasonable endeavors to secure that the payment is returned to the Wallet from which it was made to the extent permitted by applicable law. However, we do not warrant, represent, or offer any assurances that we will be able to successfully recover and/or return such payments, and, in any event,

you accept that any return of your payment will be net of any fees applied at the time the payment is made and thereafter until returned (if so returned).

5. [Sale Procedures and Specifications

Commencement and Duration of Token Sale. The commencement of the Sale Period will be advertised on the Company's website at <https://southernenergyrenew.com/>. The Token Sale will continue until either (i) the remaining supply of \$SAF available for sale are sold, or (ii) the Company discloses a completion date on our website at <https://southernenergyrenew.com/>.

\$SAF Price. During the Sale Period, one \$SAF token can be purchased at the \$USD price set for the Token. All payments shall be made in USDC or USDT. The Company intends to initially sell all the Tokens in the Token Sale at a single price, but reserves the right to change the Token Sale price at any time. As a result, if you participate in the Token Sale, subsequent purchasers could purchase the token at a higher or lower price, and there will be no refunds.

Procedures for Purchasing \$SAF. In order to purchase \$SAF during the Sale Period, and to receive the \$SAF you purchase, you must have a third party Wallet that supports Solana native tokens on the Solana Blockchain. The Company reserves the right to prescribe additional wallet requirements.

To initiate a purchase of \$SAF during the Sale Period, you must send an amount of USDC, USDT, or other allowed cryptocurrency to the Token Deposit Address specified to you after you agree to these Terms through the acceptance process described on our website. USDC, USDT, or other allowed cryptocurrency must be sent to the correctly advertised Token Deposit Address using the smart contract on the site. Do not attempt to send tokens to the Token Deposit Address except through the smart contract accessible through the site. We are not responsible for any purchase attempts of \$SAF tokens that revert or are not completed or fail to be written to the Solana Blockchain. \$SAF Tokens will be distributed upon purchase, after a delivery not exceeding seven (7) calendar days. The Tokens, as delivered, shall be fully functional upon delivery, and no additional functionality of the Tokens will be delivered or guaranteed.

The Token claim process may automatically deliver the corresponding amount of \$SAF to either (i) the Wallet address from which the USDC, USDT, or other allowed cryptocurrency was sent, or (ii) your registered Token Receipt Address, provided that such wallet has been verified. Sending USDC, USDT, or other allowed cryptocurrency to any other address may result in loss of USDC, USDT, or other cryptocurrency.]

6. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing, holding and using Tokens, including, without limitation, these disclosed and explained in the Risk Disclosures set forth in Schedule 1 attached hereto. If you have any questions regarding these risks, please contact us at info@southernenergyrenew.com.

BY ACCEPTING THESE TERMS AND PURCHASING TOKENS, YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME ALL OF THE RISKS SET FORTH IN

SCHEDULE 1 ATTACHED HERETO. ALL RISK OF LOSS TRANSFERS TO YOU UPON PURCHASE OF THE TOKENS.

7. Security

You are responsible for implementing reasonable measures for securing the Wallet, Solana Blockchain externally owned account, ledger, hardware device, vault or other storage mechanisms you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. If your private key is compromised, you may lose access to your Tokens. Even if we refer you to third-party wallet solutions, we are not responsible for the adequacy of their services or software, or for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant Solana address or your Tokens and (iii) your username, password and any other login or identifying credentials, including those used by \$SAF service providers.

8. Personal Information

We may determine, at our sole discretion, that it is necessary to obtain certain information about you required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any KYC or AML requirements and policies, in connection with selling Tokens to you. You agree to provide us, or our nominee, such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.

We may use aggregate statistical information about your activity, including your activity on the Company Site and logins to various websites, for marketing or any other purpose at our sole discretion, in accordance with our Privacy Policy or any other Terms and Policies. We may use your internet protocol address to verify your purchase of Tokens. However, we will not release your personally-identifying information to any third party without your consent, except as not prohibited by law or as set forth in these Terms, our Privacy Policy or any other Terms and Policies, all of which you have agreed to by consenting to these Terms and purchasing the Tokens and/or using \$SAF.

9. Taxes

The Purchase Price that you pay for Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of Tokens. You agree not to hold the Company or any Company Parties (as defined below in Section 11) liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens, or any other action or transaction related to the Tokens.

10. Representations and Warranties

By purchasing Tokens, you represent and warrant that:

1. **Legal Competency.** If you are a natural person, you are over the age of 18 (or if higher, you are over the age of majority in your country of residence, and you are legally able to own or use the Token);
2. **Due Authorization.** If you are purchasing Tokens on behalf of a legal entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
3. **Acknowledgment of Terms and Risks.** You have read and understand these Terms, the Risk Disclosures, and the other available Terms and Policies and understand the risks, responsibilities and implications of purchasing the Tokens;
4. **Non-Sanctioned Person.** You are not (i) a citizen or resident of a geographic area in which your purchase of the Tokens or use of the Tokens for their stated functionality is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on BIS's Denied Persons, Unverified, or Entity Lists, or OFAC's List of Specially Designated Nationals, Foreign Sanctions Evaders, or List of Consolidated Sanctions, or DDTC's Debarred Parties List;
5. **No Investment.** You are not purchasing Tokens for any investment, speculative, or other financial purposes and you understand that the Tokens have no utility at this time.
6. **Sole Control of Wallet.** The Wallet address you supplied is controlled by you and you alone.
7. **Sufficient Understanding.** You have such knowledge and experience in blockchain technology, cryptographic tokens, token storage mechanisms (such as token wallets), and distributed ledger technology and financial and business matters that you can be presumed capable of evaluating the merits and risks of acquiring the Tokens. In evaluating the merits and risks of purchasing and using the Tokens, you have and will rely upon the advice of your own technical advisors, legal counsel, tax advisors, and/or other advisors.
8. **Adequate Information and Non-Reliance.** You have obtained sufficient information about the Tokens to make an informed decision to purchase and use the Tokens and ask any questions, and you have not relied on any representations or warranties made by, or information provided by, the Company, Company Parties, or any party outside of these Terms and the other Terms and Policies, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper.
9. **Acquiring for Own Use.** You are acquiring the Tokens for your own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and you have no present intention of selling, granting any participation in, or otherwise distributing the same or any part thereof. You further represent that you do not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to these Terms or the Tokens.

If you are acquiring the Tokens on behalf of an entity, the entity has not been formed for the specific purpose of acquiring the Tokens.

10. **No Registration with Any Authority.** You acknowledge that (i) the Tokens have not been registered under the Securities Act or any state or foreign law securities laws, and that the Company has no plans to register the Tokens under any such laws, and (ii) there is substantial uncertainty as to the application of securities, financial, tax and other laws to new technologies, including blockchain technology and tokens, and that the interpretation of existing laws or new laws may affect the regulatory status of the Tokens, the offer or sale of the Tokens, and the use of the Token;
11. **No Unauthorized Use.** You agree not to allow anyone to use your Wallet or share your credentials with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If you do share your credentials with anyone, we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Token Sale through the use of your credentials. We reserve the right to suspend or block your access to the Token Sale upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your credentials;
12. **Responsibility for Compliance with Applicable Law.** The Tokens are not intended to be offered and sold or used in any jurisdiction where not permitted by applicable law. You represent that your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to; (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with us and to receive software and participate in the use of the Tokens, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained. You understand that you bear the sole responsibility to determine whether your purchase, ownership or use of the Tokens, change in value of the Tokens, the sale and purchase of the Tokens and/or any other action or transaction related to the Tokens may have legal, including tax, implications.
13. **Responsibility for Complying with Tax Obligations.** You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, use, sale, or transfer of the Tokens; further, by obtaining, holding or using the Tokens, and to the extent permitted by law, you agree not to hold any third party (e.g., developers, auditors, contractors, or founders) liable for any legal, including tax, liability associated with or arising from the ownership or use of the Tokens or any other action or transaction related to the Tokens;
14. **Class Action Waiver.** You waive the right to proceed on a class, representative, or collective basis, or arbitrate or litigate any dispute in a representative capacity, against any entity or individual involved with the creation of the Tokens, as discussed more fully in Section 16;
15. **No Rights.** You understand that the purchase of Tokens does not involve the purchase of shares, security, or any equivalent in the Company or any existing or future public or private company, corporation or other entity in any jurisdiction;
16. **No Refund.** You understand that you have no right against any other party to request any refund of contributions submitted for the purchase of Tokens under any circumstance;

17. **Agreement to Provide Information.** You agree to promptly provide to the Company or its nominee, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to KYC and AML legislation, regulations or guidance, antiterrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and/or tax information reporting or withholding legislation, regulations or guidance;
18. **Disclosure of Information.** You understand and acknowledge that the Company may be required to, or may voluntarily, report any action that the Company suspects or has reason to suspect is unusual or indicative of criminal behavior or any failure to comply with the information requests. You further understand and acknowledge that the Company may disclose the information regarding you, and if applicable, your directors, employees or agents and its direct and indirect beneficial owners to governmental authorities, self-regulatory organizations and financial institutions, in certain circumstances without notifying you that the information has been so provided; and
19. **Voluntary Provision of Information.** You understand and agree that, even if the Company is not obligated to comply with any U.S. or other KYC and AML requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. You agree to cooperate with the Company as may be required in the reasonable view of the Company in connection with such compliance.

11. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, employees, officers, agents and contractors of contractors, attorneys, accountants, consultants, equity holders, suppliers, vendors, promoters, endorsers, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by Company Parties or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively "**Claims**") arising from or relating to (i) your acquisition or use of Tokens, (ii) the performance or nonperformance of your responsibilities or obligations under these Terms and other Terms and Policies, (iii) your breach or violation of these Terms and other Terms and Policies, (iv) any inaccuracy in any representation or warranty made by you, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Company Parties under applicable law. The Company reserves the right to exercise sole control over the defense, at

your expense, of any claim subject to indemnification under this Section. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

12. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE TOKENS (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE, CURRENT, ERROR-FREE, OR DEFECTFREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED ANY OF THE INFORMATION SET FORTH IN THESE TERMS OR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN UNDER THE LAWS, REGULATORY REQUIREMENTS, OR RULES OF ANY JURISDICTION.

NEITHER THESE TERMS NOR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY CONSTITUTES A PROSPECTUS OR OFFERING DOCUMENT AND IS NEITHER AN OFFER TO SELL NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section may not apply to you.

13. Conditions to Token Delivery

In connection with, as a condition to, and prior to delivery of Tokens to you:

1. You will execute and deliver to the Company any and all other transaction documents related to these Terms and the delivery of the Tokens, as are reasonably requested by the Company, including documentation to verify the Purchaser’s status as an eligible purchaser;
2. You will complete and deliver any and all AML and KYC forms meaning any and all forms, documents, processes and procedures, including, for the avoidance of doubt, any electronic verification system or process, which the Company determines are reasonably necessary for

the Company to comply with applicable money laundering laws requested by the Company from time to time, including after the date of the Token Sale; and

3. You shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the restrictions in this Section and/or as shall be requested to comply with then applicable laws and regulations and/or as requested by a digital asset exchange, if applicable, in connection with the listing of the Token.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE AND PURCHASE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS OR OTHER TERMS AND POLICIES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

15. Release

To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, losses, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties.

16. Dispute Resolution; Arbitration

PLEASE READ THIS SECTION CAREFULLY: IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Binding Arbitration. Except for any disputes, controversies, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company’s respective rights to have any and all Disputes between the Parties, and (ii) waive your and the Company’s respective rights to a jury trial. Instead, ANY AND ALL DISPUTES BETWEEN YOU AND THE COMPANY MUST BE RESOLVED THROUGH BINDING ARBITRATION (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court). Disputes subject to this provision include, without limitation, those arising from or related to (a) these Terms or the breach, termination or invalidity thereof; (b) any and all products or services sold, distributed or provided by the Company; and (c) any and all interactions or transactions between the Parties, whether heretofore or hereafter arising.

Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises or becomes known, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at [<https://southern-energy.com/contact/>]. Notice to you shall be by email to the then-current email address registered with the Company. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, (iii) the date of any purchase, transaction or interaction at issue, as well as relevant documentation or screen captures if available, and (iv) the specific relief that you are seeking. For a period of sixty (60) days from the date of receipt of notice by the other party, the Parties agree to negotiate in good faith and in a timely manner about the Dispute, including through a minimum of one (1) telephonic dispute resolution conference. Dispute resolution conferences shall be individualized such that multiple individuals initiating claims cannot participate in the same conference, absent mutual agreement by the Parties. If either Party is represented by counsel, that Party’s counsel may participate in the dispute resolution conference, but the Party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing a formal dispute resolution proceeding. The Parties agree that any relevant limitations periods and arbitral fee(s) or other deadlines will be tolled during the sixty (60) day informal dispute resolution period. If you and the Company cannot agree how to resolve the Dispute within this period and after participating in the mandatory dispute resolution conference, then either you or the Company may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for in this Section, file a claim in court.

Arbitration Process.

Except as otherwise provided in this Section for disputes concerning the use of intellectual property and those eligible to be heard in small claims court, any and all Disputes between the Parties, including without limitation those arising out of or relating to these Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the American Arbitration Association (AAA) under its Commercial Arbitration Rules then in effect. The number of arbitrators shall be one. The place of arbitration shall be [Dover, Delaware,] unless the Parties agree otherwise. The arbitrator shall apply substantive law consistent with those of the state of [Delaware]. The language of the arbitration shall be English. The arbitrator(s) shall have experience adjudicating matters involving Internet technology, software applications, financial transactions and, ideally, blockchain technology. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" subsection of these Terms as to the types and amounts of damages for which a party may be held liable. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. To the extent permitted by applicable law, the Parties shall each be responsible for their own attorneys' fees and costs associated with the arbitration.

No Class Arbitrations, Class Actions, or Representative or Collective Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative or collective proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative or collective action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Consolidated Arbitrations. The parties agree that two or more arbitral proceedings may be consolidated where (a) the proceedings present a common question of law or fact, (b) the rights to relief claimed in those proceedings are in respect of, or arise from, the same transactions or series of transactions, or (c) consolidation is efficient and desirable for any other reason.

Mass Arbitrations. In the event that 25 or more individual claims are filed by the same or coordinated counsel or are otherwise coordinated, counsel for the claimants and counsel for the respondent shall each select five (5) cases (per side) to proceed in individual arbitral proceedings as part of a batching process. The remaining cases shall be stayed until they are selected to proceed to individual arbitral proceedings pursuant to this provision. During the batching process, a single arbitrator shall preside over each batch of cases. After decisions have been rendered in the first ten (10) cases, the Company and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first batch of cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed to individual arbitral proceedings as part of a second batching process. The parties may, but are not required to, agree in writing to modify the number of cases to be included at each stage of the batching process. After decisions have been rendered in this second batch of cases, the Company and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first two (2) batches of cases. If the parties have not resolved the remaining disputes at the close of the second global mediation, the Company or any individual claimant(s) whose claim has not been adjudicated may elect to opt out of arbitration by providing notice to the other Party, and if the claimant or the Company wishes to proceed with the claim they

may file an individual (non-class, non-representative) action in court. If the Company or any claimant(s) do not opt out, those remaining claims will proceed in arbitration in continued batches of one-hundred (100) claimants per batch (to the extent there are fewer than one-hundred (100) claimants outstanding, a final batch will consist of the remaining claimants). This batching process shall in no way be interpreted as authorizing class or representative arbitration or litigation of any kind. In order to increase the efficiency of the administration and resolution of arbitrations, and if consistent with the relevant rules and procedures, the arbitral tribunal shall: (i) designate a single arbitrator for each batch; (ii) provide for a single filing fee due per side per batch; and (iii) allow joint conferences and joint hearings, and such other coordinated procedures as the arbitrator deems appropriate. The applicable limitations period(s) and filing fee deadlines shall be tolled for each claim subject to this Section from the time that the arbitral filing requirements are satisfied with respect to that claim.

Severability of Dispute Resolution; Arbitration. If any term, clause or provision of this Section is held invalid or unenforceable, it will be held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth in Section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

17. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the state of [Delaware], without regard to conflict of law rules or principles (whether of [Delaware] or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved and filed only in the courts of [Delaware]. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

18. Severability

If any term, clause, or provision of these Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in these Terms, which will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to affect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect.

19. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your purchase and use of Tokens from us. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at <https://southernenergyrenew.com/> and include the date of the update. We may also attempt to notify you through other communications channels. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

SCHEDULE 1 – RISK DISCLOSURES

You should read each of these Risk Disclosures carefully before deciding to purchase or use the Tokens.

Risks Related to \$SAF Tokens

1. **Risk of Losing Access to \$SAF Due to Wallet Incompatibility:** A valid Solana address from an SRC native token compatible wallet is required to receive your \$SAF. Noncompatible wallet addresses will not be accepted. In addition, the Solana address used must not be associated with a third-party exchange or service that has custody over the private key. You must own the private key if your address is an exchange address.
2. **Risks Associated with the Solana Blockchain:** \$SAF operates on the Solana blockchain. As such, any malfunction, unintended function, unexpected functioning of or attack on the Solana blockchain may cause \$SAF to malfunction or function in an unexpected or unintended manner. Solana may be the target of malicious attacks seeking to identify and exploit weaknesses in the software, which may result in the loss or theft of \$SAF. For example, if \$SAF or Solana are subject to unknown and/or known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), such attacks may materially and adversely affect the \$SAF Token.
3. **Risks Associated with Purchaser Credentials:** Any third party that gains access to or learns of your wallet credentials or private keys may be able to control your \$SAF. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct token receipt address to send you your \$SAF. If you give us the incorrect token receipt address to send your \$SAF to, we are not responsible for any loss of \$SAF that may occur.
4. **The Tokens Provide No Rights No Other Rights.** Token holders have no rights, including no economic or other rights with respect to the Company. Accordingly, you should have no expectation to profit as a result of any proposed or future rights or features of the Tokens, the Company, or the success or failure of the Tokens, the Company.
5. **Risks and Uncertainty of Classification of Digital Assets.** Regulation of tokens (including the Tokens), token offerings, or token purchases, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges is not yet mature and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions, and is subject to

significant uncertainty and varying interpretations. Various legislative and executive bodies in the United States and in other countries may in the future adopt laws, regulations, guidance, or other actions, which may severely impact the adoption and utility of the Tokens. The classification of digital assets and transactions involving digital assets has implications for how existing laws apply to those assets and transactions. For example, if the Tokens were deemed securities in the United States, sales and resales of the Tokens and how they may be sold or resold may be subject to transfer restrictions, and other restrictions may apply. It is possible that any such developments could impact the ability to use the Tokens.

6. **Risks from Taxation:** The tax characterization of \$SAF is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer (if applicable), and use of \$SAF, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements.
7. **Risk of Price Volatility.** \$SAF are not investment vehicles but may be subject to volatile market dynamics influenced by, among other things, social trends and community sentiment rather than intrinsic value or technological underpinnings. The price of \$SAF may fluctuate substantially, and purchasers of \$SAF should not expect that any individuals will work toward enhancing the value of \$SAF. The price of \$SAF may increase or decrease drastically in short periods of time, and such purchasers may lose any value they use to purchase \$SAF.
8. **“As is” Status of Tokens.** As the \$SAF token has already been developed, you should consider Token to be “as is” without further development, and the Company does not intend to use the proceeds from the Token Sale or other sources of revenues to develop or enhance the functionality of the Token.
9. **Risk of Theft and Hacking.** Hackers or other groups or organizations or countries may attempt to interfere with the availability of \$SAF in any number of ways, including service attacks, denial of service attacks, Sybil attacks, spoofing, smurfing malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known to steal \$SAF. Any such successful attacks could result in theft or loss of your payment of USDC, USDT, or other allowed cryptocurrency or your Tokens, adversely impacting the ability to use or access the Tokens.
10. **Risk of Weaknesses or Exploitable Breakthroughs in the Field of Cryptography:** Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to \$SAF by rendering ineffective the cryptographic consensus mechanism that underpins many blockchains, including the Solana blockchain. Smart contracts and their underlying software application are still in an early development stage and may be unproven. There is no warranty or assurance that the process for obtaining or using \$SAF will be uninterrupted or error-free, and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses, or bugs causing, inter alia, the complete loss of any USDC, USDT, or other allowed cryptocurrency you contribute, the theft or loss of your Tokens, or a reduction in the utility of your Tokens.
11. **Risk of Uninsured Losses:** In the event of any loss of your Token or your ability to access third party wallet applications, there is no public insurer, such as the Federal Deposit

Insurance Corporation, or private insurer, to offer recourse to the purchaser. You further acknowledge that any funds that you consider to be invested in \$SAF will not be protected, guaranteed, or reimbursed by any governmental, regulatory, or other entity.

12. **Risk of Company dissolution.** If the Company were to dissolve for any reason, it is possible that you could lose the continued functionality of \$SAF due to any number of reasons, including, but not limited to, (i) insufficient financial resources, (ii) a decrease in \$SAF utility due to (iii) negative adoption of the Tokens, (iv) an unfavorable fluctuation in the value of USDC, USDT, or other allowed cryptocurrency (or other cryptographic and fiat currencies), (v) the failure of commercial relationships, or (vi) intellectual property ownership challenges. If these or other events occur, the Company may no longer be viable to operate, and the project may dissolve, corresponding with a loss of Token functionality.
13. **Risk of Token Upgrades:** It is possible that the \$SAF could be updated or upgraded in the future. An upgrade to how \$SAF is used may be required or recommended, and, if you decide not to participate in such an upgrade, you may no longer be able to use your Tokens, and any non-upgraded \$SAF may lose its functionality in full.
14. **Risk of Additional Token Issuances.** The Company reserves the right to issue other tokens in the future which may have different features or functionality than the Token. Holders of the Token have no rights to any such future tokens.
15. **Unanticipated Risks:** Cryptographic tokens are a relatively new and untested technology. In addition to the risks discussed in these Terms, there are risks that we cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.
16. **Risk of Unknowable or Unfavorable Regulatory Development in One or More Jurisdictions.** Regulation of tokens (including the Tokens), token offerings, or token purchases, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges is not yet mature and likely to rapidly evolve; varies significantly among international, federal, state and local jurisdictions; and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future adopt laws, regulations, guidance, or other actions, which may severely impact the development the adoption and utility of the Tokens. As distributed ledger networks and distributed ledger assets have grown in popularity and in market size, federal and state agencies have begun to take an interest in and, in some cases, regulate their use and operation. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a distributed ledger network or asset, the Tokens may be materially and adversely affected. Distributed ledger networks also face an uncertain regulatory landscape in many jurisdictions such as the United States, the European Union, China, and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the Tokens. Such laws, regulations or directives may be in conflict with each other or may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Tokens. New or changing laws and regulations or

interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the structure, rights, and viability of the Tokens.