SMARTOCULE LTD

PRIVATE PLACEMENT · HE 458217

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Subscription Terms and Risk Disclosure

Ref. SMC-RSK-2026-01 · Effective 30 August 2026 · English text prevails

These terms govern any acquisition of shares or share packages of Smartocule Ltd (the Company) through the investor cabinet at smartocule.com. By creating an account, confirming an email address, topping up a balance, or submitting a purchase, you accept this document in full.

> **No guarantee.** Nothing on the website, in the cabinet, or in any package description is a promise of profit, dividend, buy-back, listing, or return of capital. You may lose all money transferred.

1. Nature of the placement. This is a private placement of shares in a pre-seed company. It is not a public offer of securities, not a prospectus, and not investment advice. You act for your own account.

2. Product status. The Smartocule device is a planned prototype (target: Q1 2028). Specifications, timelines, and design may change or fail. There is no assurance that a product will ship or that the Company will continue operations.

3. Risks. You acknowledge, without limitation: total or partial loss of the amount paid; illiquidity (shares may never be transferred or sold); dilution in later rounds; technology, regulatory, supply, and key-person risk; currency, payment-rail, and blockchain (USDT/TON) risk, including delayed or failed credits; SBP, card, and other rails may be unavailable or remain pending without completion.

4. No reliance / no claims. You confirm that you have not relied on any oral or marketing statement as a guarantee. To the fullest extent permitted by applicable law you waive claims against the Company, its directors, officers, and agents arising from: (a) loss of capital; (b) delay or failure of a payment method; (c) change of product roadmap; (d) inability to exit the investment. Statutory rights that cannot be excluded remain.

5. Payments. USDT on TON is credited only after a matching on-chain transfer with the correct memo. Other methods may be displayed for convenience and may not complete. You are responsible for sending the exact amount and memo. Network and bank fees are yours.

6. KYC. The Company may request identity documents and may freeze, refuse, or reverse access if verification is not satisfactory.

7. Law. These terms are governed by the laws of the Republic of Cyprus. Courts of Limassol have exclusive jurisdiction, except where a mandatory rule says otherwise.

8. Language. The English text prevails. A cabinet interface in Russian is a convenience translation only.

K Mercer

K. Mercer, Managing Director
For and on behalf of Smartocule Ltd

Investor acceptance is recorded by use of the cabinet and by any purchase or top-up.

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