TOKEN PURCHASE AGREEMENT (PRIVATE PLACEMENT)

for the FlyANGT / Crown Aero Project

Limassol, Republic of Cyprus, [____] __________ 202[_]

Crown Aero Group Ltd — a limited liability company incorporated under the laws of the Republic of Cyprus, registration number [________], with its registered address at: [________________], represented by [title, name], hereinafter referred to as the "Company", on the one part, and

[Full name / Legal entity name] — [for individual: passport / ID: _______, issued ______; for legal entity: registration number ______, jurisdiction ______], address: [________________], hereinafter referred to as the "Investor", on the other part,

hereinafter collectively referred to as the "Parties", and each individually as a "Party", have entered into this agreement (the "Agreement") as follows.

RECITALS

A. The Company is implementing a project under the working name FlyANGT in the field of private aviation, tokenization of aviation assets and related digital and financial infrastructure (the "Project").

B. Within the Project, a digital token (the "Token") has been issued and is in circulation on the market. Information about the Project, the parameters of the Token (standard, total supply, network, smart contract address) and related documentation are available to the Investor on the official page of the Project at https://flyangt.com/tokenization, as well as on the blockchain.

C. The Company is raising financing for the Project by way of private placement of the Tokens among interested persons.

D. The Investor is interested in acquiring the Tokens on the terms of this Agreement.

1. SUBJECT OF THE AGREEMENT

1.1. The Company transfers the Tokens to the Investor on the terms of this Agreement, and the Investor pays for the Tokens in the manner and on the terms set out in this Agreement.

1.2. The acquisition of the Tokens is made on the terms of a private placement. This Agreement does not constitute a public offering of securities and does not constitute an offer to enter into a loan agreement.

2. QUANTITY AND PRICE OF THE TOKENS

2.1. The purchase amount of Tokens by the Investor is [___________] USD. Payment is made in the manner set out in Section 3 of this Agreement.

2.2. The purchase price of one Token is determined as the market price of the Token on the date of payment, less the Discount set out in clause 2.3 of this Agreement.

2.3. The Discount from the market price of the Token is determined by the purchase amount of the Investor according to the following scale:

Purchase amount (USD)	Discount
up to 50,000 (inclusive)	10%
over 50,000 up to 100,000 (inclusive)	15%
over 100,000 up to 200,000 (inclusive)	20%
over 200,000	25%

2.4. The market price of the Token is the on-chain spot price from the ANGT/USDT liquidity pool (Uniswap V3) on the Polygon network, read automatically by the sale smart contract (OtcSale) at the moment the on-chain purchase transaction is executed. This price is recorded on the blockchain and is available to the Investor for verification.

2.5. The number of Tokens transferred to the Investor is calculated by dividing the payment amount by the purchase price of one Token, determined in accordance with clauses 2.2–2.3 of this Agreement. The minimum purchase amount is 1,000 (one thousand) USD.

2.6. The value of the Token in circulation is formed by market factors. The Investor acknowledges that the acquisition of the Tokens is linked to the market dynamics of digital assets.

3. PAYMENT

3.1. Payment for the Tokens is made by the Investor by one of the following methods, at the Investor’s choice:

3.1.1. by transfer of digital assets USDT or USDC on the Polygon network to the Company’s crypto wallet;

3.1.2. by bank transfer in US dollars (USD) to the Company’s bank account.

3.2. Payment details (the Company’s crypto wallet or bank account) are communicated by the Company to the Investor separately.

3.3. Payment is made by the Investor within [___] days from the date of signing of this Agreement.

3.4. Payment is deemed made:

3.4.1. in case of payment in digital assets — upon confirmation of the corresponding blockchain transaction on the Polygon network;

3.4.2. in case of bank transfer — upon crediting of the funds to the Company’s bank account.

3.5. Polygon network fees, bank fees, conversion fees and other transaction costs related to the payment are borne by the Investor.

3.6. In case of payment by bank transfer in another currency as agreed by the Parties, the payment amount is calculated at the conversion rate on the date of crediting of the funds to the Company’s account.

4. TOKEN DELIVERY AND VESTING

4.1. The Tokens are transferred to the Investor to the wallet address specified by the Investor in the details of this Agreement.

4.2. The Tokens are transferred to the Investor with continuous (daily) linear unlocking over 1,080 (one thousand and eighty) days — that is, 36 (thirty-six) months — from the vesting start date recorded on the blockchain, releasing 1/1,080 of the total number of purchased Tokens per day (approximately 1/36, i.e. about 2.78% per month).

4.3. The Investor independently disposes of the unlocked portion of the Tokens from the moment of its unlocking.

4.4. The technical parameters of vesting implementation (vesting smart contract address, start date of unlocking) are recorded on the blockchain and available to the Investor for verification.

5. USE OF FUNDS

5.1. The funds received by the Company from the Investor under this Agreement are directed to the Project treasury for the purposes of its development and operational activities.

5.2. The Company independently and at its own discretion determines the areas of use of funds within the framework of the development of the Project.

6. TERMS OF THE INVESTOR’S PARTICIPATION IN THE PROJECT

6.1. The Investor acquires the Tokens with a Discount from the market price of the Token on the terms set out in Section 2 of this Agreement.

6.2. From the moment of unlocking of the corresponding portion of the Tokens, the Investor freely disposes of them within the framework of applicable law.

6.3. The rights of the Investor as a holder of the Tokens are realised on the general terms applicable to all holders of Tokens of the same class. The Company does not impose on the Investor any restrictions not applicable to other holders of the Tokens, and does not grant the Investor privileges that worsen the position of other holders of the Tokens.

6.4. All operations with the Investor’s Tokens are recorded on the blockchain and are available to the Investor for verification through public network explorers.

6.5. The Company may introduce programmes and opportunities for holders of the Tokens as part of the development of the Project. The terms of such programmes and the procedure for participation in them are determined by the Company separately.

7. NATURE OF THE TOKEN AND CHARACTER OF PARTICIPATION

7.1. The Token is a digital asset and does not constitute a security, a share in the authorised capital of the Company, a loan agreement or any other financial instrument requiring separate regulatory authorisation.

7.2. The acquisition of the Tokens does not give rise to any corporate, management or other rights of the Investor in respect of the Company.

7.3. The Investor confirms that it understands and accepts the risks associated with the acquisition and holding of digital assets, including market, technological and regulatory risks.

7.4. The Investor makes the decision to acquire the Tokens on the basis of its own assessment. The Company provides the Investor with access to information about the Project and the Token necessary for making such a decision.

8. REPRESENTATIONS AND WARRANTIES

8.1. The Company represents and warrants to the Investor that, as of the date of signing of this Agreement:

8.1.1. the Company has all the necessary rights and powers to enter into and perform this Agreement, including the right to dispose of the Tokens;

8.1.2. the conclusion and performance of this Agreement does not contravene the constitutional documents of the Company or any obligations assumed by it towards third parties.

8.2. The Investor represents and warrants to the Company that, as of the date of signing of this Agreement:

8.2.1. the Investor has all the necessary rights and powers to enter into and perform this Agreement;

8.2.2. the funds directed by the Investor for the payment of the Tokens have been obtained by the Investor on lawful grounds;

8.2.3. the Investor is not a person in respect of whom international sanctions restrictions apply preventing the conclusion of this Agreement;

8.2.4. the acquisition of the Tokens does not contravene the laws of the jurisdiction of the Investor’s tax residence.

9. TAXATION

9.1. Each Party is independently responsible for the fulfilment of its tax obligations arising in connection with this Agreement, in accordance with the applicable tax laws of its jurisdiction.

9.2. The Investor independently declares and pays taxes related to the acquisition, holding and disposal of the Tokens in the jurisdiction of its tax residence.

10. CONFIDENTIALITY

10.1. The Parties undertake to keep confidential the terms of this Agreement and information obtained in connection with its conclusion and performance.

10.2. Disclosure of confidential information is permitted: (i) with the prior written consent of the other Party; (ii) to consultants, lawyers and auditors of a Party, provided that they assume equivalent confidentiality obligations; (iii) upon a mandatory request of state authorities in the manner prescribed by law.

11. FORCE MAJEURE

11.1. The Parties are released from liability for the non-performance of obligations if such non-performance results from circumstances of force majeure which the Party could not foresee and prevent by reasonable measures, including military actions, acts of terrorism, natural disasters, epidemics, acts of state authorities materially impeding the performance of the Agreement, as well as material changes in the regulation of crypto-assets that render the performance impossible.

11.2. The Party for which such circumstances have arisen shall notify the other Party within 14 (fourteen) calendar days from the moment of their occurrence.

12. TERM AND TERMINATION OF THE AGREEMENT

12.1. This Agreement enters into force on the date of its signing and remains in force until the full performance by the Parties of all obligations, and in the part relating to vesting — until the end of the unlocking period of the Tokens.

12.2. The Tokens transferred to the Investor are the property of the Investor and are not subject to revocation. Termination of this Agreement does not affect the Investor’s rights to already unlocked Tokens.

13. DISPUTE RESOLUTION

13.1. The Parties shall use good faith efforts to resolve all disputes and disagreements arising out of or in connection with this Agreement through negotiations.

13.2. If a dispute cannot be resolved through negotiations within 30 (thirty) calendar days, the dispute shall be referred to the competent court at the location of the defendant Party.

14. FINAL PROVISIONS

14.1. Entire agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior arrangements of the Parties on this subject matter.

14.2. Amendments. Any amendments and additions to this Agreement are valid only if made in writing and signed by both Parties.

14.3. Notices. All notices shall be made in writing and sent to the addresses and email addresses specified in the details of the Parties, and are deemed received on the day of delivery by courier or on the day of sending by email subject to confirmation of delivery.

14.4. Severability. The finding of an individual provision of the Agreement to be invalid does not entail the invalidity of the remaining provisions.

14.5. Counterparts. The Agreement is made and signed in two counterparts of equal legal force, one for each Party. Signing via an electronic signature system (DocuSign, Adobe Sign and similar means) is equivalent to signing the original.

14.6. Good faith of the Parties. The Parties confirm that this Agreement represents the voluntary expression of will of the Parties, is accepted by them with full understanding of its terms, and does not contain provisions that violate the principles of good faith, reasonableness and fairness.

DETAILS AND SIGNATURES OF THE PARTIES

Company Full name: Crown Aero Group Ltd Jurisdiction: Republic of Cyprus Registration number: ______________ Registered address: ________________ Tax number (TIN/VAT): _____________ Bank details: ______________________ Crypto wallet (Polygon): __________ Contact: __________________________ For and on behalf of the Company: ________________________ Name: ___________________ Title: ___________________ Date: ___________________	Investor Full name / Entity name: ___________ ID document / Reg. number: _________ Jurisdiction of residence: __________ Address: ___________________________ Phone: _____________________________ E-mail: ____________________________ Polygon wallet address for receiving Tokens: ___________________________ Investor: ________________________ Name: ___________________ Date: ___________________