

OPENVPP LABS LIMITED
REWARDS PROGRAM TERMS OF USE

Last Revised: April 8th, 2026

The website located at <https://openvpp.energy> (the “Website”) is published, owned, and operated on behalf of OpenVPP Labs Limited, a British Virgin Islands company (“Company”), its Affiliates, and related entities. These Terms of Use (the “Terms,” or “Agreement”) govern the user’s (“User,” or “Participant”) access to and participation in the Rewards Program (“Program,” or “Service”), including staking, rewards, and related features involving digital assets or tokens whether accessed via computer, mobile device, or otherwise.

By accessing or using the Program, the User agrees to these Terms.

1. ACCEPTANCE OF AGREEMENT

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN USER’S USE OF THE PROGRAM AND ALL RELATED TOOLS, MOBILE APPLICATIONS, WEB APPLICATIONS, DECENTRALIZED APPLICATIONS, SMART CONTRACTS, AND APPLICATION PROGRAMMING INTERFACES (“APIS”) LOCATED AT ANY COMPANY WEBSITE INCLUDING WITHOUT LIMITATION, SUCCESSOR WEBSITE(S) OR APPLICATION(S) THERETO. THESE TERMS SET OUT USER’S RIGHTS AND RESPONSIBILITIES WITH RESPECT TO USER’S USE OF THE WEBSITE FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO CLAIMING OR PURCHASING DIGITAL ASSETS, INCLUDING TOKENS. BY USING THE WEBSITE IN ANY MANNER, USER ACCEPTS AND AGREES TO BE BOUND AND ABIDE BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. BY AGREEING TO THESE TERMS, USER HEREBY CERTIFIES THAT USER IS AT LEAST 18 YEARS OF AGE. IF USER DOES NOT AGREE TO THESE TERMS, USER MAY NOT ACCESS OR USE THE WEBSITE.

PLEASE BE AWARE THAT THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 13.5) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO USER IN THE EVENT OF A DISPUTE.

By accessing, browsing, submitting information to, and/or using the Website, User accepts and agrees to be bound and abide by these terms and the Company’s [Privacy Policy](#) and [Terms of Use](#), incorporated herein by reference, and to comply with all Applicable Laws. Accordingly, under Article 6 of the General Data Protection Regulation, or “GDPR,” Users in the European Union acknowledge and consent to Company’s processing of personal data as necessary for the performance of these Terms, any applicable agreements, and use of the Website. If User does not agree to the Terms, please do not use the Website or participate in the Program.

2. AMENDMENTS

Company reserves the right to amend this Agreement and/or Company’s Privacy Policy described in Section 4 below, at any time with or without notice, as determined by Company in its sole discretion. Company will post any amendment on the Website. User should check this Agreement and Company’s Privacy Policy regularly for updates. By continuing to use the Website after such amendment is made, User accepts and agrees to such amendment. If User does not agree to any amendment to any of these agreements, User must stop using the Website. If User has any questions about the terms and conditions in this Agreement or Company’s Privacy Policy, please contact Company at hello@openvpp.energy.

3. DEFINITIONS AND INTERPRETATION

Capitalized terms not otherwise defined in these Terms will have the following meanings:

- (a) “Affiliate” means, with respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with such party.

(b) “Applicable Law” means all laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of any Governmental Authority, including the British Virgin Islands.

(c) “Blockchain” generally means a peer-to-peer distributed and public immutable ledger that maintains a record of all transactions occurring on such ledger, through a growing list of records (blocks) that are securely linked together via cryptographic hashes. Each block contains a cryptographic hash of the previous block, a timestamp, and transaction data.

(d) “Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, official, or other instrumentality of the United States or any state, county, city, or other political subdivision or similar governing entity.

(e) “OpenVPP Ecosystem” means Company, the Tokens, the protocol used in connection with the Tokens, and the community of users and developers that facilitate and support the same.

(f) “Person” means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.

(g) “Token” means the \$OVPP token cryptographic token created by Company for use with the OpenVPP Ecosystem.

(h) “Smart Contract” means a program hosted on a Blockchain, consisting of code specifying predetermined conditions that, when met, trigger self-executing outcomes.

(i) “Wallet” means a secure digital wallet, created through a combination of private and public cryptographic keys, that enables users to interact with, and transact on, blockchain networks including but not limited to cryptographically signing smart contracts, and sending, receiving, and monitoring cryptocurrencies and other digital tokens.

4. PRIVACY

By using the Website or the Service, User agrees to, and is bound by, the terms of Company’s Privacy Policy, which is incorporated by reference into this Agreement as if it were set forth herein in its entirety. The Privacy Policy describes how Company collects, uses, and discloses information provided by User.

5. OVERVIEW OF THE PROGRAM

The OpenVPP Rewards Program is designed to support the OpenVPP network, which connects devices, enables control, and facilitates energy-related transactions.

Participants may:

- (a) Contribute to network activity and operation
- (b) Participate in governance decisions
- (c) Earn rewards through staking and other platform activities

Participation is entirely voluntary.

6. NO FINANCIAL ADVICE

Nothing in the Program or these Terms constitutes: Investment, financial, legal, or tax advice.

The Participant is solely responsible for evaluating the risks of participation.

7. NO GUARANTEE OF REWARDS

Rewards are not guaranteed.

- (a) Reward rates may change at any time
- (b) Rewards may be reduced, delayed, or eliminated
- (c) You may receive no rewards at all, even if you stake tokens

All rewards are dependent on: Smart contract logic, system configuration, network conditions, and participation levels which are expected to change at times.

8. RISK OF LOSS

By participating, the User acknowledges and accept all risks, including but not limited to:

- (a) Loss of tokens due to smart contract bugs or vulnerabilities
- (b) Loss of tokens due to hacks, exploits, or malicious attacks
- (c) Failure or malfunction of the blockchain network
- (d) Errors in reward calculations or distributions
- (e) Total or partial loss of staked tokens

You understand that you could lose 100% of your tokens.

9. SMART CONTRACT AND TECHNOLOGY RISKS

The Program relies on smart contracts and blockchain infrastructure.

These systems may: contain bugs or vulnerabilities, be subject to failure, exploits, or unexpected behavior, or be upgraded, modified, paused, or terminated at any time.

The Company makes no guarantees regarding:

- (a) Security
- (b) Reliability
- (c) Availability
- (d) Accuracy

10. PROGRAM CHANGES AND TERMINATION

The Company reserves the right, at any time and for any reason, to:

- (a) Modify reward structures, emissions, or rules
- (b) Pause or suspend the Program
- (c) Terminate the Program entirely
- (d) Upgrade or replace smart contracts

In the event of termination:

- (e) Rewards may stop immediately
- (f) Distribution mechanisms may change
- (g) Users may be required to take action to recover tokens

There is no obligation to continue the Program.

11. NO LIABILITY

To the fullest extent permitted by law, the Company and its affiliates are not liable for any losses, including:

- (a) Loss of tokens, rewards, profits, or expected returns
- (b) Technical failures
- (c) Smart contract vulnerabilities
- (d) Network outages or disruptions
- (e) Errors in calculations or distributions
- (f) User errors

This includes cases of:

- Negligence
- System failure
- Third-party actions

The Participant's use of the Program is entirely at their own risk.

12. USER RESPONSIBILITY

You are solely responsible for:

- Managing your wallet and private keys
- Verifying all transactions before confirming
- Understanding how staking, unstaking, and rewards work
- Complying with applicable laws and regulations

Lost private keys or incorrect transactions cannot be recovered.

13. NO CUSTODY

The Company does not:

- Take custody of your assets
- Control your wallet

- Act as a broker, dealer, or intermediary

All interactions occur via smart contracts and user-controlled wallets.

14. NOT A SECURITY

The \$OVPP token and the Program are intended for utility purposes only, including:

- (a) Supporting network participation and additional platform access
- (b) Enabling device connectivity and control
- (c) Facilitating ecosystem functionality and access to governance

The Program is not intended to be an investment contract or security.

Participation:

- Does not represent ownership in the Company
- Does not grant equity, dividends, or profit-sharing rights
- Does not create any expectation of profit based on the efforts of others

However, regulatory treatment may vary by jurisdiction, and no guarantees are made regarding classification.

15. REGULATORY UNCERTAINTY

Laws and regulations regarding digital assets are evolving.

You are responsible for ensuring that your participation:

- Is legal in your jurisdiction
- Complies with all applicable laws

The Company is not responsible for regulatory consequences.

16. THIRD-PARTY DEPENDENCIES

The Program may rely on third-party systems, including but not limited to:

- Blockchain networks
- Wallet providers
- Infrastructure services

Failures or issues with these services are outside the Company's control.

17. NO WARRANTIES

The Program is provided "as is" and "as available", without warranties of any kind, including:

- (a) Merchantability
- (b) Fitness for a particular purpose

- (c) Non-infringement

No guarantees are made regarding:

- (d) Uptime
- (e) Performance
- (f) Reward outcomes
- (g) User access

18. INDEMNIFICATION

User agrees to release, indemnify, and hold harmless Company and its Affiliates and licensors, and their respective officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to: (a) User's access to, use of, or inability to use the Website or the Program; (b) User's breach of this Agreement; (c) User's violation of any rights of a third party; (d) User's violation of any Applicable Law; and (e) any and all financial losses User may suffer, or cause others to suffer, due to utilizing or transferring cryptocurrency or any other digital assets, (f) Use of the program.

19. ELIGIBILITY

By participating, the User confirms that they are:

- Legally able to enter into these Terms
- Not located in a restricted jurisdiction
- Not participating on behalf of a prohibited entity

20. UPDATES TO TERMS

These Terms may be updated at any time.

Continued participation constitutes acceptance of the updated Terms.

21. ACKNOWLEDGMENT

By participating in the Program, you acknowledge that:

- You understand the risks
- You accept full responsibility for your actions
- You waive claims against the Company to the fullest extent permitted by law

22. GENERAL TERMS

22.1 General Terms. These Terms, together with the Privacy Policy and any other documents expressly incorporating these Terms by reference, are the entire and exclusive understanding and agreement between User and Company regarding User's use of the Service. User may not assign or transfer these Terms or its rights under these Terms, in whole or in part, by operation of law or otherwise, without Company's prior written consent. Company may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect Company's right to require performance at any other time after that, nor will a waiver by Company of

any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

22.2 Changes to these Terms of Use. Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Company. The effective date of any Terms will be reflected in the “Last Revised” entry at the top of these Terms. User’s continued use of the Website after any such change is communicated shall constitute User’s consent to such change(s).

22.3 Governing Law & Jurisdiction. These Terms are governed by the laws of the British Virgin Islands, without regard to its conflict of law principles. User hereby irrevocably consents to the exclusive jurisdiction and venue of the competent courts of the British Virgin Islands for all disputes arising out of or relating to the use of the Website or the Service not subject to the Arbitration Agreement outlined in Section 13.5.

22.4 Dispute Resolution

(a) Arbitration Agreement Generally. Please read the following arbitration agreement (“Arbitration Agreement”) carefully. It limits the manner in which User may seek relief from Company, is part of User’s contract with Company, and contains provisions concerning MANDATORY BINDING ARBITRATION AND WAIVER OF THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) Exceptions. Nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to seek injunctive relief in a court of law in aid of arbitration or to file suit in a court of law to address an intellectual property infringement claim.

(c) Applicability of Arbitration Agreement. In the interest of resolving disputes between Company and User in the most expedient and cost-effective manner, and except as set forth in Section 13.5(b), User and Company agree that every dispute arising in connection with these Terms that cannot be resolved informally, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including any unresolved dispute, claim, interpretation, controversy, or issues of public policy arising out of or relating to the Website, the Service, these Terms, and the determination of the scope or applicability of this Section 13.5 will be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to User and Company, and to any subsidiaries, Affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement. This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

(d) Arbitration Rules. Arbitration will be conducted and administered by the BVI International Arbitration Centre (the “IAC”) and its dispute resolution rules (the “IAC Rules”), as modified by these Terms. The IAC rules are available online at <https://www.bviiac.org/Arbitration/Arbitration-Rules>, or by contacting Company. A single arbitrator will be appointed unless otherwise required by the IAC rules.

(e) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the specific relief requested. A Notice to Company should be sent by reputable international carrier to:

OpenVPP Labs Limited
Attn: Disputes
Trinity Chambers

PO Box 4301
Road Town, Tortola
British Virgin Islands

User must send a courtesy copy of a Notice to Company at hello@openvpp.energy. Company may send User a Notice by electronic mail if User has provided Company with such an address. After the Notice is received, User and Company may attempt to resolve the claim or dispute informally. If User and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing.

(f) Fees; Location. Each party shall be responsible for the payment of its own fees and costs associated with an arbitration, except as otherwise required by the IAC Rules. Any arbitration hearing will take place in Road Town, British Virgin Islands, or another location mutually agreed upon by the parties; provided, however, notwithstanding the foregoing, the parties shall endeavor, where possible, to cause the arbitration proceeding to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a non-appearance-based telephone hearing or videoconference. If the arbitrator finds that either the substance of User's claim or the relief sought in User's arbitration demand is frivolous or brought for an improper purpose, in the arbitrator's reasonable discretion, then the payment of all arbitration fees will be governed by the IAC Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Notwithstanding anything herein to the contrary, each party will be responsible for their own attorneys' fees associated with an arbitration under these Terms, and in no event may the arbitrator award any party their attorneys' fees.

(g) Enforcement. The parties irrevocably submit to the exclusive jurisdiction of any court of competent jurisdiction with respect to this section to compel arbitration, to confirm an arbitration award or order, or to handle court functions permitted under the IAC Rules. The parties irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other proceeding. The parties may seek recognition and enforcement of any court judgment confirming an arbitration award or order in any court having jurisdiction with respect to recognition or enforcement of such judgment.

(h) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND/OR STATUTORY RIGHTS TO LITIGATE A DISPUTE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as otherwise set forth in Section 13.5(b). Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between User and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, USER AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(i) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(j) 30-Day Right to Opt Out. User has the right to opt out of the provisions of this Arbitration Agreement by sending written notice of its decision to opt out within thirty (30) days after first becoming subject to this Arbitration Agreement. User's notice must include its name and address, its Wallet address, and an unequivocal statement that User desires to opt out of this Arbitration Agreement. If User opts out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to User. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that User may currently have, or may enter in the future, with Company. Mail written notification by certified mail to:

OpenVPP Labs Limited
Attn: Disputes
Trinity Chambers
PO Box 4301
Road Town, Tortola
British Virgin Islands

(k) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(l) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

22.5 Third-Party Beneficiaries. This Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties and their successors and permitted assigns, any of the rights hereunder.

22.6 No Support or Maintenance. User acknowledges and agrees that Company will have no obligation to provide User with any support or maintenance in connection with the Website or the Service.

Company Contact Information. Questions can be directed to Company at: hello@openvpp.energy.