

# MEMBERSHIP AGREEMENT

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**INHABIT FOUNDATION**

NIT: 901859693-1

Santa Marta-Colombia

[www.inhabit.one](http://www.inhabit.one)  
[fundacion@inhabit.one](mailto:fundacion@inhabit.one)

By means of this Contract, the Parties, understood as **INHABIT FOUNDATION** (hereinafter, the “**Foundation**”) and **MEMBER the GUARDIAN BY DELEGATED POWER** (hereinafter, “**Members**”), agree to the terms and conditions to acquire and regulate Membership and the relationship with the Biocultural hubs (hereinafter, “**Biocultural hubs**” or “**BCH**”) according to the following considerations that will be an integral part of this Contract.

## **CONSIDERATIONS**

1. That the **INHABIT FOUNDATION** is a non-profit organization, whose legal and administrative structure has been specially created with the purpose of acting as a vehicle for the legal framework of land tenure for the Biocultural hubs, it bases its action and work on the [Universal Declaration of the Rights of Mother Earth](#) and the [Charter of Biocultural Principles, Regeneration and Land Stewardship](#) as recognition of the rights of nature and the guardians of the Earth, a framework for regenerative action and responsibility for the exercise of ecological restoration processes in the territories and the establishment of Bio-cultural hubs. The Foundation work focuses on supporting ecological restoration processes and facilitating the constitution of the biocultural hub corridor by channeling the resources and support necessary for it.
2. That THE MEMBER is a natural or legal person, who accepts the provisions [Universal Declaration of the Rights of Mother Earth](#) and the [Charter of Biocultural Principles, Regeneration and Land Stewardship](#) and that therefore they freely and voluntarily have the intention to act as guarantors of the rights of nature, support the maintenance and development of the biocultural hubs for the development of ecological restoration processes in the territories as well as access the benefits and rights provided by the project through this contract.
3. That due to the foregoing, the Parties have agreed to enter into this Membership Agreement (hereinafter the “**Contract**”), in order to agree

on the scope of the Membership, the benefits, rights and responsibilities that THE MEMBER acquires and contracts respectively, through this Contract, which will be governed by the following clauses:

## I. DEFINITIONS

- a. [Universal Declaration of the Rights of Mother Earth](#): It is the axiological framework and responsibilities with Nature recognized by each member of the system as a being in itself, with intrinsic value, which has a series of rights before which both members, the foundation and the guardians act as guarantors.
- b. [Charter of Biocultural Principles, Regeneration and Land Stewardship](#): It is an axiological instrument that enunciates the values that encompass the entire system and are assumed by all actors as their framework of action and relationship. Its objective is to recognize Nature as a being with intrinsic value, through the manifestation of its rights for its guarantee and protection. It expresses the ethical foundations and principles of the inherent relationship between ancestral culture and ecosystems for the processes of ecological regeneration, which involves personal, social, and ecosystemic regeneration for the recovery of biological conditions, as well as the significance of land stewardship and its restoration. This document is the basis for all documents and instruments of the system, and it frames all the relationships of the actors, placing Nature at the center.
- c. **Inhabit Land Tenure Model**: All lands acquired through Inhabit campaigns permanently convert their legal status and management under the INHABIT Land Tenure Framework for bio-cultural hubs. This legally and effectively exercises a system of guaranteeing and promoting the Rights of Nature, the rights of the custodians/guardians/stewards of the land and other stakeholders involved in the protection and growth of the bio-cultural value associated with the land. For more information on the Legal Framework, read the [LightPaper](#)

- d. **Blockchain:** Decentralized system of digital records that guarantees the security, transparency and immutability of transactions, used as a technological basis for the creation and exchange of NFTs through smart contracts. ensures that rights are granted to the parties in accordance with the protocol and contract established (encrypted/recorded) in the NFT smart contract. All legal instruments (contracts, titles, legal framework) are encrypted as blockchain metadata in the NFT.
- e. **NFT o Non Fungible Token:** Unique digital asset that uses blockchain technology to certify its authenticity and ownership. In the context of this contract, it refers to the INHABIT Stewardship NFT, with the conditions determined in clause **III** of this contract. They will be called NFT or Non Fungible Token interchangeably.
- f. **NFT Holder:** Person or legal entity that holds an INHABIT Stewardship NFT in their digital wallet, as defined in the **clause. IV d.** of this contract.
- g. **Minteo of a Token or NFT:** Technical process by which a token or NFT is created and registered in a blockchain, granting it a unique digital existence, transfer conditions, and ensuring its connection with the rights or benefits agreed in the contract.
- h. **Burning a Token or NFT:** Irreversible process by which a token or NFT is removed from circulation, digitally destroying it so that it cannot be used again. This process is described in the case of updating versions of the INHABIT Stewardship NFT (see **Clause V. 4.**).
- i. **Token:** Digital representation of an asset or right on the blockchain, which can be exchanged or transferred between users. In this contract, the INHABIT Stewardship NFT is a non-fungible token linked to a specific property to become a Biocultural hub (see **Clause III**) that grants the benefits determined in clause V of this contract.
- j. **Wallet:** Digital wallet used to store, send and receive cryptoassets, such as INHABIT Stewardship NFTs, managed through cryptographic keys.
- k. **Steward or Guardian:** person or people who carry out actions and strategies for the custody of a specific property with their own vision of the territory based on the exercise of habitat, care and community fabric in the biocultural hub.

- l. **Stewardship:** It generally refers to the exercise in territory of responsible restoration, regeneration and conservation strategies of degraded ecosystems and their related cultures in a biocultural hub. In this case it particularly refers to the *stewardship* or guardianship and custody of a biocultural center, by a **Steward or guardian**.
- m. **Member:** Person who assumes the role of Guardian by power delegated to the local guardians in the territory or Steward of an environment or natural resource in restoration under the principles of bioculture and regeneration, actively participating in its protection and maintenance, as well as in the benefits of the processes. of its regeneration. In this contract, a Steward is the one who acquires an INHABIT Stewardship NFT (**see Clause IV**). They are also called, interchangeably and with the same meaning, as **"NFT Holder"**. The terms: **"Steward"** the **"Guardian"**.
- n. **Know Your Customer:** User identity verification process that is required before a member can acquire an INHABIT Stewardship NFT and access those granted by membership.
- o. **Smart Contract:** executable or self-executing contract programmed on a blockchain, the terms and conditions of which are automatically executed when predefined conditions are met.
- p. **Hub, Biocultural Center or BCH (from English, Bio-cultural HUB):** They are defined in the terms of the **Clause II** of this contract.
- q. **Inhabit Biocultural Corridor:** It is a network of Biocultural hubs that connects various natural areas in the process of restoration along a physical global corridor. Promotes the conservation of biodiversity and cultural diversity through key biodiversity points and spaces for knowledge exchange. Its objective is to generate connectivity between these hubs to facilitate restoration and sustainability in each region, as well as the movement of living knowledge between the points and the participation of everyone in this mission. (see **Clause II**, definition of Biocultural Center and Biocultural Corridor).

## II. BIO CULTURAL HUBS

Biocultural Hubs (BCH) are an innovative model of nature reserves where humans and nature collaborate to create thriving ecosystems on



properties or lands where ecosystems have been degraded through biological and cultural regeneration. Located in various bio-regions, they act as 'biodiversity points' and 'living seed and knowledge banks', preserving and sharing biological resources and knowledge along the INHABIT corridor.

The BCH are areas in the process of restoration from the approach of ecosystem and cultural regeneration as interdependent dimensions that recognize and protect both the biotic elements, as well as the actions and processes supported by the ancestral knowledge system and typical of the local communities, they are located in various bio-regions and climates.

The different BCHs seek to preserve natural systems and structures and share biological elements and experience with other BCHs, generating an “exchange and knowledge corridor” made up of the different BCHs. BCHs also function as incubators and training settings for future land stewards, offering education in rural social innovation, biodiversity conservation and community-driven ecological regeneration, while providing access to key resources essential for long-term land stewardship. Each BCH is tasked with expanding the corridor to connect with other BCHs through collaborative work with key restoration projects and engagement with communities within their bioregion.

The different BCH are protected by the Foundation through the INHABIT legal framework for land ownership, and comply with the [Universal Declaration of the Rights of Mother Earth](#) and the [Charter of Biocultural Principles, Regeneration and Land Stewardship](#)

### **III. INHABIT STEWARDSHIP NFT:**

The INHABIT Stewardship NFT is a Non Fungible Token associated with a specific parcel of land, identified by its geolocation that will be purchased and protected to establish a specific BCH.

The NFT Smart Contract through the base URL (*baseTokenURI*) will contain all relevant metadata related to the plot and the associated project, as well as this membership contract, guaranteeing the traceability and authenticity of the token. The base URL can be updated, ensuring its

relevance and validity. Likewise, it is stipulated that certain critical functionalities of the smart contract may be temporarily paused in case of emergency, in order to mitigate risks and preserve the integrity of the system.

It is issued exclusively by the project administrators, who assign it to specific wallet addresses. Guaranteeing precise control over the issuance and distribution of tokens.

Initially, the NFT issued to the user against making the contribution to obtain the compliant membership will only contain the membership contract and the legal framework - in IPFS format, as well as all the attributes for the purpose of becoming a digital twin that is will be associated with a specific plot of land based on geolocation. Once the INHABIT Foundation raises enough funds to acquire the land that will become the Biocultural hub, which will be the one specified in the LightPaper or some other smaller one, according to the **Clause IX**, the NFT will be populated with the metadata of that land. Subsequently, the NFT will digitally represent a parcel of land determined by its geolocation, among other attributes, with each NFT being unique and infungible among each other. The NFT will never represent ownership or rights over the land, but is linked exclusively to digital aspects related to said plot. The NFT will grant the rights determined in this contract over the BCH, including those of experiences and governance over certain aspects.

#### **IV. MEMBERSHIPS:**

NFT holders receive permanent fractional custody and utility rights to the land through a membership agreement for the designated BCH, subject to the limits set forth in this agreement. By purchasing the Stewardship NFT, the person becomes a member and guardian of a BCH within the Major Corridor of Inhabit

A limited number of memberships will be issued for each BCH, and different types of memberships that offer various associated values and benefits. The membership contract will be the same for each one, and will vary depending on the land or BCH to which it refers and the benefits associated with each case.

1. **Common Aim.** Members actively contribute to restoring and safeguarding vital ecosystems and regenerating natural systems with an impact on the health of the planet. Members participate in the development and activation of biocultural hubs by guaranteeing the rights of nature, and receive various rights and benefits, both material and intangible, for their participation as described in the **clause V** of this contract.
2. **Types of Memberships.** On the platform, the MEMBER is allowed to decide freely, and according to their specific desires, the Faros and the type of membership they wish to sponsor during the validity of their Membership.
3. **Inhabit Stewardship NFT.** The Membership offered by the INHABIT FOUNDATION has been structured as a Non Fungible Token (NFT), making use of Blockchain technology, it is called "INHABIT Stewardship NFT" and has the characteristics determined in the **Clause IV** of this contract.
4. **Member.** It is the natural or legal person who acquires a certain INHABIT Stewardship NFT and holds it in their digital wallet. In all cases, the acquisition of the NFT is subject to the prior completion of the "Know Your Customer" (KYC) process on the platform and the acceptance of this contract. Otherwise you will not be able to enjoy the benefits of membership. The Member will be a Guardian or Steward of the BCH represented by the NFT, exercising this position exclusively through the right of governance and voting granted in accordance with the limits of this agreement, without having any right of ownership, possession, usufruct, or any other real right over land

## V. MEMBERSHIP BENEFITS

By signing this Contract, the MEMBER declares to understand that the Membership and the benefits acquired through this agreement are subject to compliance at all times by the MEMBER and the INHABIT FOUNDATION with the guidelines provided in the [Universal Declaration of the Rights of Mother Earth](#) and the [Charter of Biocultural Principles, Regeneration and Land Stewardship](#)

**A. General Benefits:** Membership grants the following General Benefits, without practical or materializable implications:

In compliance with the Declaration of the Rights of Nature and Biocultural principles, members join the system of guarantees for respect for the rights of nature, contributing to improving the health of the planet and living conditions. This includes support for Natural Cycles, connectivity, self-regulation and self-regeneration, impacting the well-being of all beings in the Ecosphere. In addition, support is provided in assisted regeneration processes in various territories, promoting Biocultural principles and the creation of common goods based on multiple values. Thus, the MEMBER becomes part of the trust mechanisms of biocultural hubs, promoting ecological and cultural regeneration

**B. Specific Benefits.** THE MEMBER, upon signing this Contract, will be granted the right to access the following specific rights and benefits, useful and materializable, depending on the type of BCH, type of membership, and under the conditions and procedure determined in Annex 1 , and others that will be communicated on the INHABIT platform or other official channels.

**1. Rights of Use and Enjoyment:**

- a.** Presence and Use for days in a BCH: The MEMBER will be able to inhabit the BCH for a season, where he or she will be able to directly access and about and the ecological and cultural restoration and conservation actions that are developed there, as a direct experience in the territory.
- b. Events.** They will be able to access biocultural experiences, events, and workshops at the different biocultural hubs or points in the corridor. The characteristics, dates, details and conditions will be communicated on each occasion on the Platform or another official channel.

- c. Educational.** Access to educational content, whether online or in person, related to the corridor, as well as the ways and knowledge of how to inhabit the territories.

## **2. Governance and Communication Rights:**

- a. Right to Vote.** The holders of NFTs linked to the project of a specific hub will have the right to participate in the governance votes related to it. As guarantors of the land, they are given governance rights over project-specific issues. Such powers include, but are not limited to: (i) deciding on changes in land use; (ii) participate in making decisions related to changes in the administration of the hub; (iii) have interference in the definition or alteration of the relationship with those in charge of custody of the land
- b. defense of the land.** Members have the possibility of monitoring the BCH restoration process and are empowered to defend the rights of nature if they are violated. Under the BCH framework, these rights include, among others, the right to land to be regenerated and the right to an increase in biodiversity. Members constitute themselves as guardians of the land, the corridor and its biodiversity hotspots. Likewise, they have the right to exercise advocacy actions and support the foundation and the Stewards in the event of a change in land use or impact due to external action on the ecological regeneration processes carried out in situ.
- c. Communication.** All relevant information about the Biocultural hub, events, workshops, talks, as well as all other benefits that currently exist or in the future, will be accessible through the INHABIT platform, allowing members to be informed and actively participate, all linked to your NFT-based membership.
- d. Impact Monitoring:** The MEMBER will have the right to receive regular impact reports detailing progress on aspects such as

tree planting, increasing biodiversity and impact on local communities, among others. These reports will be based on specific biocultural indicators and will reflect the actions taken as the land is transformed into a bio-cultural hub. They will be able to track this progress through real-time data, geolocation narratives, visual mapping and key performance indicators (KPIs)

### **3. Other rights:**

- a. Right to new memberships or additional tokens:** Members are entitled to receive future versions of the NFT for free, which will include additional rights and benefits as the project evolves.
- b. Future benefits.** New benefits, both general and specific, may be incorporated in the future. These benefits will not undermine, in any case, the rights and benefits described in this contract. Any modification or addition of benefits will be duly communicated by the INHABIT FOUNDATION to the MEMBER in a timely manner.
- c. Limitation of Rights and Benefits.** The rights and benefits acquired by the MEMBER are limited exclusively to those expressly detailed in this contract or to those that, in the future, the INHABIT Foundation grants explicitly and in writing, prior formal acceptance by the MEMBER. The MEMBER acknowledges that his/her link with the Biocultural hub, as well as with the plot of land represented by the NFT, is established under the role of Guardian per podesta, according to the limits established in this contract. This link is symbolic and enunciative in nature, and does not grant the MEMBER any right over ownership, tenure, possession, usufruct, economic rights, or any other real or patrimonial right with respect to the land or real assets managed by FUNDACIÓN INHABIT. The MEMBER also recognizes that the ownership of the NFT does not confer any participation in the ownership of the plot, nor rights of exploitation, alteration or administration over it. Any

activity linked to the land or the Biocultural hub will be managed exclusively by FUNDACIÓN INHABIT, by virtue of its exclusive power and right for the protection, development and maintenance of the Biocultural hub.

## **VI. SYSTEM TO ACCESS MEMBERSHIP:**

Membership acquisition can be accessed through the INHABIT platform, available at [www.inhabit.one](http://www.inhabit.one)

NFT Holders will have access to the information about their rights and benefits through the INHABIT platform, where they will be able to monitor the project through interactive maps, visually track key performance indicators (KPIs) and geolocated narratives. Additionally, They will participate in the governance mechanism through voting on decisions involving changes in land use and support for guardians in the territory, view dates and details of events and workshops, and stay informed.

## **VII. FORM OF CONTRIBUTION TO OBTAIN MEMBERSHIP:**

After having successfully passed the KYC process and registered on the platform, the contributions to obtain Membership must be paid in advance by THE MEMBER, either in cash, with a debit card, credit card or through payment methods, virtual tokens available through CELO or ERC20 tokens approved on the platform.

Before making the payment, and after completing the KYC process, the membership contract will be made available to the MEMBER for review and acceptance. This step is mandatory and represents THE MEMBER's agreement with the terms of the contract.

Upon completion of the payment, the corresponding previously minted NFT will be automatically transferred by the administrators to the MEMBER's wallet without interruptions or delays.

By signing this Contract, THE MEMBER declares under oath that the funds used to cancel any value derived from the signing of this Contract come from a legal economic activity, and are not using funds from money

laundering and/or activities focused on supporting terrorism and/or related activities.

THE INHABIT FOUNDATION may unilaterally and immediately terminate this Contract in the event that THE MEMBER becomes: included in lists for the control of money laundering and financing of terrorism administered by any national or foreign authority, such as the list of the Office of Foreign Assets Control – OFAC issued by the Treasury Office of the United States of America, the list of the United Nations Organization, as well as any other public list related to the issue of money laundering and financing of terrorism, (ii) convicted by the competent authorities in any type of judicial process related to the commission of the above crimes in any jurisdiction, or (iii) When the INHABIT FOUNDATION finds falsehoods in the documentation and information provided by the MEMBER for the celebration and/or execution of this Contract. In that sense, THE MEMBER irrevocably authorizes the INHABIT FOUNDATION to consult such information in said lists and/or similar lists, and to carry out the necessary confirmations and verifications, and may retain said information indefinitely. In the event of unilateral termination of the Contract by the INHABIT FOUNDATION, in the events described above, THE MEMBER will not have the right to any financial recognition for compensation, penalties, refunds, fines, etc. For its part, the INHABIT FOUNDATION may collect the damages it demonstrates and may initiate the appropriate legal actions.

## **VIII. USE OF CONTRIBUTIONS**

Contributions for the acquisition of membership will be arranged by THE INHABIT FOUNDATION for the following purposes:

- A. The acquisition of land that will form the Biocultural hub and its protection in perpetuity, in accordance with the Legal Framework of Land Tenure for Bio-cultural hubs of INHABIT.
- B. Financing long-term ecological restoration activities, based on the responsible stewardship of said lands.
- C. The financing of own productive strategies in accordance with the use of the land for the development of income-generating activities

with social and environmental impact, linked to the land, that support long-term restoration efforts in perpetuity.

- D. Part of the funds, although on a less priority basis, will be allocated to the development of an improved and more valuable version of the first NFT. This update aims to encourage greater global participation in land use change and provide more benefits to members. Additionally, funds raised from NFT sales will be used to strengthen the legal framework and related methodologies.

## IX. MINIMUM FINANCING AND REFUND

There will be different types of membership depending on the Biocultural HUB to which they are associated. For each bio-cultural HUB, a determined number of INHABIT NFTs will be issued.

For each bio-cultural HUB, a **Minimum Amount** to be raised will be established from the beginning, through the acquisition of INHABIT NFTs by future members, necessary for the viability of that HUB. The Minimum Amount is defined in **Annex 1, Point VI**.

The Foundation will have a period of twelve (12) months to complete the Minimum Amount from the launch of the campaign to facilitate the acquisition of the corresponding land, minus any incurred expenses. If the INHABIT FOUNDATION and its collaborators do not manage to raise the required Minimum Amount for the acquisition of the land that would constitute the given Biocultural HUB, the INHABIT FOUNDATION has the right to acquire another land and finance the establishment of a smaller Biocultural HUB with the raised funds. Alternatively, the INHABIT FOUNDATION could also decide to use this money to finance activities at already established Biocultural HUBs and issue memberships linked to those existing Biocultural HUB.

If the amount raised is not enough to finance a smaller project or/and support activities at already established Biocultural HUBs, the INHABIT FOUNDATION will propose a full refund of the funds, either in fiat currency or cryptocurrencies, as appropriate.

In the case that the INHABIT Foundation chooses to change the land that will receive the funds, or decides to finance activities in existing hubs, it will have a period of six (6) months to acquire the new land or finance activities in existing hubs, making this decision at its sole discretion and judgment, without members having the right to issue binding opinions on the selection of the new land. If the acquisition of the new land is not feasible within the stipulated six (6) month period, the Foundation must refund the members' contributions, either in fiat currency or cryptocurrencies, as appropriate. The refund must be made within thirty (30) days from the expiration of the period.

INHABIT commits to inform contributors in a timely manner about the status of the financing and decisions made regarding the use of the funds.

The refund will be made in the same amount and form of fiat currency or cryptocurrency used by the Member to acquire their INHABIT NFT. The INHABIT Foundation guarantees the refund in the same amount and form, but will not assume any responsibility for fluctuations in the value of the cryptocurrency or currency used.

The Member acknowledges and accepts that, particularly in the case of cryptocurrencies, these are subject to high levels of price volatility. Therefore, they assume the risk that the value of the cryptocurrency at the time of the refund may be higher or lower than the original amount paid in fiat currency (FIAT).

Additionally, any expenses, fees, or costs that must be incurred to carry out the refund, whether in fiat currency or cryptocurrency, will be fully borne by the Member. Therefore, any refund provided will be the total of the contributions made, either in fiat currency or crypto assets as appropriate, minus expenses. This will include KYC expenses, conversion fees, transfer fees, commissions, ArtWorks, administration fees.

In the case that smaller plots are acquired instead of the original plot intended to be a Biocultural HUB, the new NFTs will retain the same value and rights as the original NFT. Any modification to the rights or benefits associated with the NFT will be notified to the holders in advance. Regardless of the size of the acquired plot, the commitment to



conservation, ecological regeneration, and biodiversity protection will remain the same, ensuring that the original objectives of the project remain intact.

The Member expressly authorizes the INHABIT Foundation without limitation, to update the metadata of the NFT so that it matches the land finally acquired with the funds raised. The INHABIT Foundation may update the NFT metadata to reflect, among other things and not limited to, the public deed in IPFS, the NFT attributes such as geolocation and land size, NFT image, etc.

## **X. VALIDITY:**

The Membership selected by THE MEMBER will have a permanent validity from the date of the contribution corresponding to the type of Membership chosen, unless the Parties expressly agree on a different duration or special situations of termination arise. Such situations include, but are not limited to, early termination or the circumstances set forth in Clause IX, Clause XI, Clause XII, Clause XII and Clause XIV contemplate the termination of Membership.

Except in the cases expressly determined in this Contract, in no other case will the INHABIT FOUNDATION be obliged to refund money to the MEMBER for values already cancelled, nor for the acquisition of Memberships, nor for benefits not redeemed within the initial term. of the corresponding Membership.

## **XI. FUTURE UPDATES TO THE INHABIT NFT & ASSOCIATED TOKENS**

INHABIT holders NFTs (NFT stewards) will have the right to receive future versions of their NFT for free, which will include additional rights and benefits as the project evolves, as well as access to new tokens associated with them.

The INHABIT FOUNDATION is authorized, without any other limitation beyond those established in points c and d of the clause VIII, to make



changes to the NFTs (Stewardship NFTs) and replace old versions with new ones, ensuring that holders always have the most up-to-date version of the NFT, as well as being able to issue or issue new tokens associated with the INHABIT NFT.

In the event that an NFT must be replaced with another updated version of the same, the INHABIT Foundation or whoever it determines at its sole discretion will notify the Members that they must connect to the platform to exchange the old NFT for the new version of the same. .

In the event that an associated token is issued in the future, the same will be notified and they must connect to withdraw it. In both cases, a period of six (6) months will be given to carry out this action, under penalty that after this period, the foundation will have the right to cancel the membership contract with the holders of the original NFTs who have not changed or withdrawn the new membership. In no case will the new NFT give fewer rights than its previous version did. In the event that the new version grants different rights to the existing ones, the INHABIT FOUNDATION will make it up to the MEMBER to decide whether they wish to replace it or refund the funds and cancel their subscription.

Likewise, any expenses, fees or costs that must be incurred to carry out the replacement, whether in fiat currency or cryptocurrency, will be fully assumed by the Member.

Once the MEMBER returns their original NFT to receive the new one, the Foundation will cancel (or burn) the original NFT. In the event that the Foundation issues an additional token to members, they will hold two INHABIT tokens that will have different attributes, uses and benefits.

## **XII. NFT TRANSFER AND ASSIGNMENT OF MEMBERSHIP**

This Contract is concluded in consideration of the specific characteristics of the MEMBER. Consequently, both the NFT and the Membership are intrinsically linked and cannot be transferred independently. The assignment or transfer of one automatically implies the transfer or assignment of the other.

Authorization for transfer will only be granted once the new owner of the NFT has satisfactorily completed the Know Your Customer (KYC) procedure on the INHABIT platform and this contract has been accepted.

In the event that the NFT is transferred without compliance these requirements, the new holder of the NFT will not be able to use any benefits associated with the Membership until the KYC procedure has been carried out and approved and this contract has been accepted. During this period, the rights and benefits of the MEMBER will be suspended until due regularization.

The valid transfer of the NFT implies the joint and indivisible transfer of the Membership, whereby the previous owner is no longer the beneficiary, and the new owner of the NFT assumes all associated rights and responsibilities.

### **XIII. ILLEGAL AND/OR NOT PERMITTED USES:**

THE MEMBER declares to understand and accept that as a condition for the use of the services and benefits offered by the INHABIT FOUNDATION, as well as for the exercise of the Membership acquired, he/she will not use the services in any way that may contradict the conditions agreed upon through this Contract, and Declaration Universal Rights of Mother Earth and the Charter of Biocultural Principles, Regeneration and Land Stewardship. THE MEMBER may not use the Biocultural hubs articulated by the INHABIT FOUNDATION to damage or deteriorate any property, right and/or service owned by the INHABIT FOUNDATION and/or the other Members or guardians, or in any way that interferes with the efficient and peaceful of them.

Additionally, THE MEMBER will refrain directly or through an intermediary from accessing without authorization any of the benefits, accounts, computer systems or networks connected to the services object of this Contract, through “hacking” and/or any other fraudulent means. .

#### **XIV. SPECIAL AGREEMENTS ON ACCESS TO BENEFITS**

In addition to what is contained in the Universal Declaration of the Rights of Mother Earth and the Charter of Biocultural, Regeneration and Land Stewardship Principles, Annex to this Contract, by signing it, THE MEMBER declares that it will refrain from the following:

1. Use the information contained in the Blockchain and the networks of the INHABIT FOUNDATION in relation to contests, pyramid schemes, chain letters, junk email or any duplicate or unsolicited message (of a commercial nature and/or of any other nature for individual benefit). ) with an intention contrary to the approach of the Biocultural hubs or the Charter of Rights of Mother Earth and Biocultural Principles
2. Violate fundamental rights, such as the rights of privacy and good name of stewards and third parties;
3. Publish, upload, distribute, and/or disseminate any content that is considered profane, inappropriate, obscene or indecent, through the INHABIT FOUNDATION communication network;
4. Distribute and/or upload material or information that is protected by intellectual or industrial property laws, is subject to confidentiality obligations, or is considered a commercial and/or industrial secret, unless THE MEMBER is the owner of the corresponding rights on said material or information, or that the respective owner has granted the corresponding authorization;
5. Upload files that contain viruses, Trojan horses, worms, time bombs, "cancel bots", corrupt files, or any other similar software or programs that may damage the proper functioning of computers, property owned by FUNDACIÓN INHABIT and/or third parties. ;.
6. Download any file that is reasonably understood to not be legally reproduced, displayed, and/or distributed in such manner;
7. Restrict or inhibit other Members from being able to use and enjoy the benefits offered by FUNDACIÓN INHABIT;
8. Collect information about third parties, including email addresses, without the respective authorization or consent of the owner of said information;
9. Violate any applicable law and/or regulation;
10. Create a false identity for the purpose of defrauding third parties.

## **XV. AUTHORIZATION:**

THE MEMBER, with the authorization of this Contract, expressly authorizes the INHABIT FOUNDATION to collect, save, have, maintain, manage, process, use, update, transfer, transmit, and share their personal data for the lawful purposes of INHABIT FOUNDATION, to know: exercise the corporate purpose of FUNDACIÓN INHABIT, established in its statutes and in the law, develop the purpose of this Contract, fulfill its responsibilities regarding the management, articulation, ownership and management of biocultural hubs, blockchain or NFTs, according to the Universal Declaration of the Rights of Mother Earth and the Charter of Biocultural Principles, regeneration and Land Stewardship, without any limitations other than those established in the Political Constitution, the Law 1581 of 2012, Decree 1377 of 2013 and any other legal provision related to this topic, and in accordance with the principles established therein.

This authorization does not include the collection and processing of sensitive data, understanding this type of information as any data that may negatively affect the privacy of its owner or may generate any type of negative discrimination against them.

THE MEMBER declares that he has been informed about his rights and obligations regarding the protection of his personal data and that this authorization has been freely provided, without prejudice to the fact that it may be revoked by the MEMBER through a formal request, when he considers it necessary convenient. THE MEMBER declares that he or she understands and is aware of the procedures and privacy policy of FUNDACIÓN INHABIT as it relates to the processing and security of personal data.

## **XVI. INFORMATION AND DOCUMENTATION MANAGEMENT**

THE MEMBER recognizes and accepts that during the execution of the Membership, as well as during his participation in accessing the benefits covered by this Agreement, he may have access to confidential information. For the purposes of this Contract, “Confidential Information” will be understood in part or in whole, any information that is made known

by FUNDACIÓN INHABIT, and/or by any Member, or other parties that intervene in the model of business, information that is not public and that must be understood as confidential in nature, despite the fact that the condition of confidentiality of the disclosed information is not expressly provided.

By signing this Contract, THE MEMBER undertakes to:

1. Use the Confidential Information only for the purposes authorized by FUNDACIÓN INHABIT and/or the Member who discloses it;
2. Do not use the Confidential Information commercially, if it has not been authorized by the owner thereof in advance, expressly and in writing for such purposes
3. Do not disclose, do not publish, do not distribute to third parties the Confidential Information provided by the INHABIT FOUNDATION;
4. Do not copy, reproduce, make extracts, notes or records, partial or total, identical or similar, or in any form of the Confidential Information, without prior written authorization from the owner of said information;
5. Guarantee the integrity of Confidential Information and keep it in restricted places and files, with confidentiality warnings;
6. In the event that within the Confidential Information received from the INHABIT FOUNDATION, THE MEMBER identifies any data and/or information that can be classified as personal, THE MEMBER undertakes to faithfully comply with the provisions of Law 1581 of 2012 of Colombia, the Decree 1377 of 2013 of Colombia and the corresponding provisions, as well as the others related to the matter and that are of applicability in the Colombian jurisdiction.

All Confidential Information is the exclusive management of FUNDACIÓN INHABIT or of the information manager that FUNDACIÓN INHABIT authorizes or of the respective Member that discloses it. THE MEMBER recognices and accepts that this agreement and the terms of use do not grant him or her in any way, permissions or authorizations related to the Confidential Information, intellectual property, patents, or copyrights belonging to the INHABIT FOUNDATION and/or any Member.

Without prejudice to the limitations on the transmission and transfer of Confidential Information by the MEMBER, established in this Agreement, all the terms established in this Agreement have application throughout the territory of the Republic of Colombia, as well as in any territory to which that the Confidential Information of FUNDACIÓN INHABIT, or of any Member, is transmitted and/or transferred, either through prior and express authorization by the owner of the Confidential Information, or in violation of the provisions of this Agreement.

## **XVII. EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES**

To the maximum extent permitted by applicable law, under no circumstances will FUNDACIÓN INHABIT, its affiliates, subsidiaries, present or future officers, direct guardians, shareholders, members, representatives, employees, successors and assigns, jointly or individually, be liable for any direct, special, incidental, consequential, indirect, punitive, consequential, lost profits, or other damages, including, but not limited to, damages arising from: loss of profits, income, revenues, loss of confidential or other information, interruption or hindrance of business, personal injury, loss of privacy or breach of any obligation that arises or may arise from the use of or the inability to access the benefits subject of this Agreement.

## **XVIII. CAUSES OF TERMINATION**

This Contract may be terminated in the following cases: a) By mutual agreement between INHABIT FOUNDATION and THE MEMBER; b) In case of non-compliance with any obligation, term and/or condition derived from this Contract and its Annexes by the MEMBER, especially regarding the framework of the Universal Declaration of the Rights of Mother Earth and the Charter of Biocultural Principles, of regeneration and Land Custody. Said termination will operate immediately when the INHABIT FOUNDATION becomes aware of said non-compliance by the MEMBER and will be informed in writing to the non-compliant MEMBER; c) By unilateral decision of the MEMBER, which must be informed in writing to the INHABIT FOUNDATION within three (3) business days prior to the effective date of termination. d) INHABIT FOUNDATION states that as a

person who respects current regulations, he knows and abides by the Colombian Penal Code and other national regulations that are related to the prevention of criminal activities and especially Money Laundering, Illicit Enrichment and the Financing of Terrorism. In this sense, THE MEMBER may at any time cross-reference the information of the INHABIT FOUNDATION with the binding lists for Colombia, international and local public lists of people investigated for Money Laundering or Terrorist Financing, or with information related to Asset Forfeiture processes. Whenever the investigation yields positive results or there is an investigation initiated by the competent authorities for this reason, with respect to the INHABIT FOUNDATION, its partners, its subordinate or linked companies for any reason, its administrators or any natural or legal person with whom the INHABIT FOUNDATION has had a relationship of any kind, THE MEMBER will proceed to make the pertinent decisions taking into account its internal policies, current regulations and may even terminate this contract immediately without any compensation in favor of FUNDACIÓN INHABIT.

In none of the above events will THE MEMBER have the right to claim any compensation, nor return of money related to the unenjoyed term of the Membership, nor the benefits not redeemed at the date of termination of the Contract.

If this contract is terminated for any of the reasons established herein, the NFT will be returned to the INHABIT FOUNDATION, or failing that, the INHABIT FOUNDATION may proceed with its burning.

## **XIX. DISSOLUTION OF THE INHABIT FOUNDATION**

In the event that the dissolution of the INHABIT Foundation is necessary, the land assets of the foundation must be transferred to an organization that meets the following criteria:

**Non-profit status.** The recipient organization must be a non-profit entity, ensuring that assets are managed for the benefit of the community and the environment.

**Mission and Related Regulations.** The organization must share the same mission, be a guarantor of the rights of nature and be subject to

equivalent regulations regarding the management and use of land, thus guaranteeing the continuity of the original purpose and compliance with the legal framework for land ownership established by INHABIT.

**Integration of Tokenization and Membership Mechanisms.** The organization must accept the implementation of INHABIT's tokenization and membership mechanisms, including the assignment of tokens and membership contracts to the holders who hold the tokens at the time of transfer, ensuring the continuity of members' rights.

**Governance and Approval Process.** The foundation, in accordance with internal regulations, will propose a new owner who will be subject to a voting process within the governance system of the Inhabit NFTs members. For the approval of this decision, the support of at least 50% plus one of the votes cast by the holders of NFTs.

## **XX. MODIFICATIONS TO THIS AGREEMENT**

The Foundation has the ability to make changes to the membership contract, but all such changes must be made with respect and in accordance with the Universal Declaration of the Rights of Mother Earth and the Charter of Biocultural, Regeneration and Land Stewardship Principles, and the social objective described in its Article and Association. Any changes made will be notified to the member.

## **XXI. INDEPENDENCE OF THE PARTIES**

THE MEMBER is considered as a Guardian with power over the plot of land and if he decides to participate personally in the restoration processes, he will do so independently with full autonomy and will not be considered for any reason as an employee or dependent of the FOUNDATION. INHABIT.

Likewise, each Party declares with respect to the other that it is not a proxy, representative, partner, agent, or associated in joint accounts, nor that the party or the personnel linked to it may at any time be considered to be labor-related to the other part.

Consequently, each party will assume as its own all the responsibilities that the laws, agreements and its statutes impose on it in relation to itself, and with its own or affiliated personnel that it uses to develop its independent economic activity.

## **XXII. CAPACITY AND NON-CONSUMPTION RELATIONSHIP**

By signing this Contract, THE MEMBER represents and guarantees that it has full legal capacity and the necessary authority to enter into and fully comply with the terms and conditions described in this Contract, without any other representation or authorization other than its own being necessary. .

At the same time, THE MEMBER guarantees that the acceptance and execution of this Contract do not interfere in any way with any license, obligation or contract to which THE MEMBER is a party.

Likewise, by signing this document, THE MEMBER declares that the acquisition of the corresponding Membership, as well as access to the benefits object of this Contract, are acts intrinsically linked to the development of ecological restoration processes and biocultural principles that independently develops the INHABIT FOUNDATION, for which he/she declares that he/she understands and accepts that the relationship derived from this Contract between the Parties is in no way a consumer relationship, under the terms of the Law 1480 of 2011 of Colombia.

## **XXIII. CONTRACTUAL ADDRESS AND APPLICABLE LEGISLATION**

For all legal purposes, the Contracting Parties agree to set the city of Santa Marta D.T.C.H., Magdalena, Colombia as the contractual address. Likewise, they declare that they understand and accept that this Contract will be regulated by Colombian legislation applicable to the matter.

## **XXIV. ABSENCE OF IMPLIED WAIVERS**

The omission or delay of any of the Parties in demanding compliance with any term or condition of this Contract or requiring timely compliance thereof, will not be interpreted as a waiver of demanding compliance with said terms or conditions, nor will it affect the validity. of such terms and

conditions, nor the right of the Parties to demand compliance in the future with each and every one of said terms and conditions.

## **XXV. DISPUTE RESOLUTION**

Any controversy, difference or claim arising in relation to this Agreement, including its interpretation, execution, breach, termination or validity, that cannot be resolved amicably between the Parties, will be known to the Guardian Council, as its own governance mechanism, in the first instance and in case of non-agreement or non-acceptance of the decisions in equity of this one on the conflict, it must be submitted to an arbitration process in accordance with the rules of the Arbitration and Conciliation Center of the Bogotá Chamber of Commerce or the center agreed upon by both parties, which will be governed by Colombian law and will be carried out in Spanish. The arbitration award issued will be final and binding on the parties.

## **XXVI. TITLE OF CLAUSES**

The Parties clarify that the titles of the clauses of this Contract have been established for the purpose of having reference points that do not seek to define the terms of the Contract and accept that they will not be used in the interpretation of this Contract.

## **XXVII. INDIVIDUALITY**

The declaration of nullity, ineffectiveness and/or invalidity of one of the Clauses of the Contract will not entail the nullity, ineffectiveness and/or invalidity of the others, which will retain full validity and effectiveness, therefore if any part or parts of this Contract is (are) declared invalid (s) by the competent courts, the other parts thereof will not be affected or deleted for that reason.

## **XXVIII. WAIVER OF ANY CLAIMS**

The MEMBER expressly, irrevocably and absolutely waives any present or future right, claim or legal action against the INHABIT FOUNDATION, including, but not limited to, any claim over ownership, tenure, economic rights, usufruct, or any other right. related to land, property, assets or



projects managed, administered or linked to the Foundation. This waiver extends to any direct or indirect relationship with the biocultural assets, projects or initiatives developed by the INHABIT FOUNDATION, and covers any type of economic or patrimonial benefit that could be derived from them.

## **XXIX. IDENTIFICATION AND NOTIFICATIONS**

All notifications and notices that must be granted in accordance with this Contract must be made in writing, and the party making it must obtain evidence that the communication has been received by the other party.

For the above purposes and until new addresses are notified in the manner indicated above, all notifications made to the following addresses will be considered valid and binding:

### **THE MEMBER:**

For the purposes of this Contract, the email address indicated by the user at the time of carrying out the KYC (know your customer) process will be considered valid and binding. If the user changes said email, they must notify INHABIT FOUNDATION by the established means, being responsible for any consequences derived from the lack of said notification.

### **INHABIT FOUNDATION:**

NIT: 901859693-1

Address: Santa Marta – Colombia

Email: [fundacion@inhabit.one](mailto:fundacion@inhabit.one)

## **XXX. SIGN MEMBERSHIP AGREEMENT.**

In the event that either Party changes its address, it must notify the other in writing within 24 (twenty-four) hours after this happens, in accordance with the provisions of this Clause, otherwise, notifications made to The previous addresses will be considered valid, without the need for evidence of receipt.

### **INHABIT FOUNDATION**

NIT: 901859693-1

Santa Marta–Colombia

[www.inhabit.one](http://www.inhabit.one)  
[fundacion@inhabit.one](mailto:fundacion@inhabit.one)



The membership contract is issued through the token's smart contract, and the contract is automatically signed at the time of token purchase.

## ANNEX 1: SPECIAL CONDITIONS OF MEMBERSHIP

The purpose of this Annex 1 is to detail the particular conditions associated with the Membership selected by THE MEMBER, in accordance with the terms and provisions of the main contract. These conditions include the type of Membership, the characteristics of the biocultural hub to which it is associated, the identification of the linked NFT, the contribution made and the minimum amount required for the viability of the corresponding hub.

All information contained in this Annex is binding and constitutes an integral part of the contract. In the event of discrepancies, the provisions of the main contract and this Annex will be interpreted together to ensure compliance with the objectives of the agreement.

### I. TYPE OF MEMBERSHIP CHOSEN:

- Membership type: JAGUAR
- Benefits and associated rights

RIGHT TYPE	RIGHT DETAIL	MINIMUM FUNDRAISE	FULL FUNDRAISE
LAND RIGHT	<b>Life-long Membership &amp; Stewardship</b>  You gain lifelong stewardship and utility rights over a tokenized real-world land.	TRUE	TRUE
	<b>Legal Protector of the land</b>  You become part of the legal system of guarantee that recognizes Nature as a subject with rights on a specific land related to this membership, in line with the Declaration of the Rights of Nature and Biocultural principles.	TRUE	TRUE

<b>GOVERNANCE RIGHT</b>	<b>Inhabit DAO access</b>  You receive governance rights over specific matters as a land guarantor. You have a say in decisions regarding unexpected changes in land use, shifts in Hub management, or any unforeseen events that could alter the relationship between stakeholders and the land or threaten the Rights of Nature	TRUE	TRUE
<b>ART RIGHT</b>	<b>Badge of legal protector via exclusive ArtWork by <a href="#">Jeisson Castillo</a></b>  Each ArtPiece represents a Migratory Floating Garden from the HUB's ecosystem, featuring a native species vital to that habitat and tied to levels of care in Kogui ancestral thinking. The unique Art Badge symbolizes your legal stewardship connection to a specific piece of land, which you can use to travel and activate the corridor.	TRUE	TRUE
<b>MONITORING RIGHT</b>	<b>Impact Monitoring access</b>  Track the progress of the land you help protect through real-time data mapping and geolocation narratives <a href="#">MAP HERE</a> Follow the transformation of the land into a bio-cultural hub. You receive regular real-time data and impact reports, geolocation, visual mapping, and key performance indicators (KPIs) detailing progress in areas like tree planting, biodiversity increase, and local community impact.	TRUE	TRUE
<b>UTILITY RIGHTS</b>	<b>Free accommodation</b>	<b>3 days</b>	<b>4 days</b>

	<b>Free meals</b>	<b>3 days</b>	<b>4 days</b>
	<b>Accommodation discount</b>	<b>30%</b>	<b>35%</b>
	<b>Meal discount</b>	<b>30%</b>	<b>35%</b>
	<b>Discounted workshops</b>	<b>2 workshops + 1 personalized workshop</b>	<b>2 workshops + 2 personalized workshops</b>
<b>EDUCATION RIGHT</b>	<b>Access to educational contents</b> About inhabiting knowledge and techniques	FALSE	<b>Full contents</b>
<b>ASSET RIGHT</b>	<b>Future NFT upgrades</b> As early backer, you are entitled to receive future versions of the NFT for free, which will include additional rights and benefits as the project evolves in the NFT 2.0 (conditional on development).	TRUE	TRUE

## II. IDENTIFICATION OF THE BIOCULTURAL hub:

- Name of the Biocultural hub: **Ñuiyanzhi**

## III. MINIMUM AMOUNT FOR THE VIABILITY OF THE BIOCULTURAL hub:

- According to what is established in Clause IX of this agreement, a Minimum Collection Amount required for the development of the Biocultural Lighthouse is set, which will be **710 million Colombian Pesos (COP)**.

## **ANNEX 2: DOCUMENTS**

This Annex 2 brings together the fundamental documents that make up the legal and ethical system of the INHABIT Foundation.

These documents establish the values, principles and commitments that guide the actions of the Foundation and its Members in the preservation, regeneration and care of the biocultural environment.

The documents form an integral part of the Contract, have the same legal value as the main body, and constitute a framework of reference for all activities related to the Biocultural hubs. Its inclusion reflects the commitment of the INHABIT Foundation and the Members to biocultural regeneration and respect for fundamental ethical principles.

The documents are:

1. [Universal Declaration of the Rights of Mother Earth](#)
2. [Charter of Biocultural Principles, Regeneration and Land Stewardship](#)
3. [Foundation Statutes](#)

- o I have read and accept the terms and conditions of this Agreement