SQMU Investor Agreement

Clause 1. Declarations

1.1 SQMU declares that its objective is to simplify real estate ownership through the acquisition, management, and preparation of properties for tokenisation.
1.2 By this Agreement, SQMU undertakes to enable investors to hold verifiable and fractionalised interests in real property.

Clause 2. Subject of Agreement

2.1 The Investor agrees to purchase SQMU tokens which represent digital records linked to real property.
2.2 Each SQMU token corresponds to **one square metre of the property** acquired by SQMU.
2.3 Tokens represent:

- (a) the Investor's **economic participation** in the property, including entitlement to net rental income; and
- (b) the Investor's **future ownership rights**, to be fully recognised once tokenisation is formally completed.

2.4 Tokens issued remain valid before and after regulatory approval. No swaps, exchanges, or migrations will be required.

Clause 3. Consideration and Payment

3.1 Payment for tokens shall be made exclusively in **USDC/USDT** via the SQMU platform.
3.2 Upon receipt of payment, SQMU shall transfer the tokens securely to the Investor's designated wallet.
3.3 SQMU shall collect rental income from the property, deduct operating and maintenance expenses, and calculate net rental income.
3.4 The Investor's share shall be distributed quarterly in USDC/USDT directly to the Investor's wallet in proportion to the number of SQMU tokens held.

Clause 4. Obligations of SQMU

4.1 While tokenisation is pending, SQMU shall retain legal title to the property as custodian on behalf of token holders.
4.2 SQMU shall:

- Maintain the property in good condition;
- Manage tenants and collect rents;
- Deduct legitimate expenses;

- Distribute net rental income proportionally; and
- Maintain clear and auditable records of token balances, income, and distributions.

4.3 SQMU undertakes to preserve property value, maintain operational standards, and provide transparent reporting.

Clause 5. Obligations of the Investor

5.1 The Investor declares and agrees that:

- They possess legal capacity and authority to participate in this Agreement;
- They will provide any requested identity verification information; and
- They acknowledge that tokenisation remains subject to regulatory approval and may be delayed.

Clause 6. Regulatory Caveats

6.1 Tokens issued under this Agreement constitute **beneficial interests** until regulatory approval is obtained.
6.2 Full recognition of ownership rights, including any registry acknowledgements, shall occur only after regulatory approval.
6.3 SQMU shall notify token holders promptly in case of material delays or changes.

Clause 7. Risk Disclosures

7.1 The Investor accepts the following risks:

- Rental income fluctuations due to vacancies or market conditions;
- Impact of maintenance and service costs on income;
- Delays in regulatory approval processes; and
- Restrictions on resale or transferability of tokens until compliance is achieved.

7.2 SQMU makes no guarantee of fixed returns, future appreciation, or liquidity.

Clause 8. Dispute Resolution

8.1 In case of disagreement, disputes shall be resolved under established principles of common law.
8.2 The language of arbitration shall be English.
8.3 Arbitration shall be the exclusive forum for dispute resolution between SQMU and the Investor.

Clause 9. Force Majeure

9.1 Events outside SQMU's control — including regulatory changes, government action, or unforeseen events — may affect timelines for tokenisation or distribution.

9.2 Such events shall not constitute a breach of this Agreement.

9.3 SQMU will take reasonable steps to mitigate the effects of such events and keep Investors informed.

Clause 10. Acceptance

10.1 By purchasing SQMU tokens, clicking "I Agree," and completing the transaction, the Investor acknowledges and accepts the terms of this Agreement.

10.2 A copy of this Agreement shall be delivered to the Investor electronically for record-keeping.

10.3 By clicking "I Agree" and completing the token purchase, even if not accompanied by an email address and a consequent email receipt including the copy of this Agreement, the wallet address (Externally Owned Account, EOA) used for the purchase shall be deemed to have accepted this Agreement at the date and time of the transaction. Such acceptance shall be binding for all future purchases of tokens relating to any properties on the SQMU platform.

10.4 Furthermore, by holding an SQMU token, whether purchased directly through the SQMU platform, acquired via peer-to-peer transactions within the SQMU platform, or received through transfer of an EOA containing SQMU tokens (whether or not such transfer occurs outside the SQMU platform), the holder of the token shall be deemed to have accepted and agreed to the terms of this Agreement.