

# SQMU Landlord Agreement

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## Clause 1. Declarations

1.1 SQMU declares that its objective is to enable property owners to convert their properties into tokenised assets.

1.2 SQMU undertakes to provide a platform where property owners may access investor participation, while continuing to retain clear ownership positions until formal tokenisation is complete.

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## Clause 2. Subject of Agreement

2.1 The Landlord agrees to onboard their property with SQMU for tokenisation.

2.2 The property shall be digitally represented through SQMU tokens, with investors able to acquire a majority share through the SQMU platform.

2.3 SQMU undertakes to manage rental income and distributions on behalf of all token holders, including the Landlord.

2.4 Legal ownership of the property shall remain with the Landlord until a formal transfer of title occurs under tokenisation.

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## Clause 3. Service Fees

3.1 SQMU charges service fees to cover technology, marketing, and facilitation.

3.2 Service fees are calculated as follows:

- **Initial Service Fee:** 0.2% of the property value, payable upon onboarding; and
- **Ongoing Service Fee:** 2% of all payments received from investor participation, shared between SQMU and any referring agent.

3.3 All fees shall be deducted transparently and agreed in advance.

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## Clause 4. Token Minting

4.1 At the time of onboarding, 100% of the property's square metres shall be minted as SQMU tokens.

4.2 All tokens shall be issued directly to the Landlord.

4.3 The Landlord may release up to 80% of tokens for investor purchase on the SQMU platform.

4.4 The Landlord shall retain the remaining 20% as their ownership stake, held in their designated wallet.

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## **Clause 5. Rental Income and Payments**

5.1 From issuance, rental income shall be managed and distributed proportionally to all SQMU token holders, including the Landlord.

5.2 Distributions shall be made quarterly in USDC/USDT, directly to the wallets holding the relevant tokens, including the Landlord's wallet for the retained 20%.

5.3 Platform service fees shall be deducted automatically prior to distributions.

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## **Clause 6. Ownership and Tokenisation Transition**

6.1 Until 80% of tokens are sold and formal tokenisation is complete, the Landlord shall remain the legal owner of record.

6.2 During this period, ownership shall be subject to this Agreement, and investor rights and income distributions shall be safeguarded.

6.3 At the commencement of tokenisation transfer, the Landlord shall elect either to:

- (a) sell the retained 20% of tokens; or
  - (b) continue to hold them as a long-term ownership position.
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## **Clause 7. Rights of the Landlord**

7.1 The Landlord retains legal title until formal registry transfer.

7.2 The Landlord maintains a 20% stake in SQMU tokens, which may be held indefinitely or divested at their discretion.

7.3 The Landlord shall receive reports on investor participation, rental performance, and progress toward tokenisation.

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## **Clause 8. Regulatory Caveats**

8.1 Property tokenisation remains subject to regulatory approval.

8.2 Until approval is finalised, SQMU tokens represent beneficial economic interests only.

8.3 This arrangement constitutes a managed participation framework and shall not be construed as a security issuance.

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## **Clause 9. Risk Disclosures**

9.1 The Landlord acknowledges the following risks:

- Market fluctuations may affect property valuations and rental income;
  - Regulatory approvals may be delayed; and
  - SQMU provides no guarantee of profit, liquidity, or resale outcomes.
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## **Clause 10. Dispute Resolution**

10.1 Disputes arising under this Agreement shall be resolved under common law principles.

10.2 Arbitration shall be conducted in English and shall constitute the exclusive forum for dispute resolution.

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## **Clause 11. Force Majeure**

11.1 Events beyond SQMU's control, including regulatory changes, government action, or unforeseen circumstances, may delay tokenisation or income distribution.

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

11.3 SQMU shall take reasonable steps to mitigate any adverse impact and keep the Landlord informed.

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## **Clause 12. Acceptance**

12.1 By onboarding the property with SQMU, clicking "I Agree," and completing the submission process, the Landlord acknowledges and accepts this Agreement.

12.2 A copy of this Agreement shall be delivered electronically for record-keeping.

12.3 By clicking "I Agree" and completing the onboarding process, even if not accompanied by an email address and consequent email receipt, the wallet address (Externally Owned Account, EOA) linked to the property tokens shall be deemed to have accepted this Agreement on the date and time of the transaction. Such acceptance shall bind the Landlord for all future onboardings of properties through the SQMU platform.

12.4 Furthermore, by holding SQMU tokens in their wallet, whether retained from onboarding, released through the SQMU platform, or transferred into another EOA (whether or not through the SQMU platform), the Landlord shall be deemed to have accepted and agreed to the terms of this Agreement.