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# Export Trade Financing Syndicate Agreement – AGL15 (Operational Fund)

**Date:** 16 February 2026

**Fund:** AGL15 – Mixed-use operational fund (no cacao on ledger at inception)

*Source: Shipment Ledger Listing – Operational fund for cacao procurement, production, freighting, domestic USA shipping, and vehicle gasoline for USA retailers consignment network expansion.*

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## EXPORT TRADE FINANCING SYNDICATE AGREEMENT – OPERATIONAL FUND

Date: 16th February 2026

To: Syndicate Members

RE: EXPORT TRADE FINANCING SYNDICATE AGREEMENT – AGL15 (OPERATIONAL FUND)

We are pleased to present this Export Trade Financing Syndicate Agreement (the "Agreement") to raise funds for an operational fund to support TrueSight DAO / Agroverse supply chain and retail operations. This Agreement is entered into by and between TrueTech Inc, acting on behalf of TrueSight DAO, and the Syndicate Members collectively referred to as the "Parties."

1. PURPOSE The purpose of this Agreement is to establish a syndicate for the financing of operational expenses and investments in other AGLs (shipment financing contracts), specifically to provide TrueTech Inc, acting on behalf of TrueSight DAO, with funds for:
  - Investment in other AGLs that deal with cacao
  - Cacao procurement
  - Production
  - Freighting (international and domestic)

- Domestic USA shipping
- Vehicle gasoline for USA retailers consignment network expansion

This is a mixed-use operational fund. At inception, there is no cacao on ledger. Capital may be used to invest in other AGLs, which already charge the 20% DAO fund management fee. Proceeds returned to AGL15 from those investments (after the underlying AGLs have applied their fee) shall be distributed to Syndicate Members without an additional 20% fee at the AGL15 level.

2. SYNDICATE MEMBERS AND CONTRIBUTIONS
  - 2.1 The Syndicate Members agree to contribute the funds specified in Exhibit A to this Agreement, which represents their respective proportional share in the total financing amount required for the operational fund.
  - 2.2 Each Syndicate Member's contribution is subject to be held in escrow pending the successful completion of the financing and the fulfillment of all conditions precedent outlined in this Agreement.
3. TERMS AND CONDITIONS
  - 3.1 Financing Amount: The total financing amount for the operational fund is as specified in Exhibit A. Additional financing requirements may arise as operations proceed, and these will be reported and managed in accordance with section 3.10.

#### Cost Schedule (Operational Categories)

Description	Amount
Cacao procurement	(To be allocated as expenses arise)
Production	(To be allocated as expenses arise)
Freighting (international and domestic)	(To be allocated as expenses arise)
Domestic USA shipping	(To be allocated as expenses arise)
Vehicle gasoline for USA retailers consignment network	(To be allocated as expenses arise)

3.2 Profit-Based Repayment: This is an **operational fund** that invests in other AGLs (shipment financing contracts). Those underlying AGLs already charge the DAO's 20% fund management fee on their proceeds. To avoid double-charging, this Agreement does **not** impose an additional 20% fee on proceeds returned to AGL15. TrueTech Inc, acting on behalf of TrueSight DAO, shall distribute to Syndicate Members their proportional share of capital and returns from operations financed by this fund (including returns from

investments in other AGLs, after those AGLs have retained their 20% management fee). No additional DAO fee is retained at the AGL15 level. In the event that total returns do not cover the initial financing capital, any shortfall between the capital injected and the USD returned will be compensated at an exchange rate of 1 USD to 1 TDG. This rate is based on the prevailing net asset value per TDG token at the time of drafting the contract.

**3.3 Security:** This operational fund does not have physical cacao collateral at inception. The fund is secured by DAO governance, ledger transparency, and the commitment of TrueTech Inc, acting on behalf of TrueSight DAO, to apply fund capital to the stated operational purposes. All transactions will be recorded on the AGL15 ledger for audit and transparency.

**3.4 Syndicate Lead:** Zhiwen Teh shall be appointed as the Syndicate Lead, responsible for overseeing the financing, ensuring compliance with the terms of this Agreement, and facilitating communications between TrueTech Inc, acting on behalf of TrueSight DAO, and the Syndicate Members. Logs of transactions performed on the fund will be maintained at: <https://agroverse.shop/agl15>.

**3.5 Covenants:** TrueTech Inc, acting on behalf of TrueSight DAO, shall provide timely updates on the use of fund capital, including allocation to procurement, production, freighting, domestic shipping, and consignment network expansion. Updates will be provided in both: • TrueSight DAO WhatsApp channel TownHall (restricted to TDG token holders) • Thereafter on the AGL15 ledger (publicly available): <https://agroverse.shop/agl15>

**3.6 Additional Provisions:** Clauses 3.6 (Offer to Purchase), 3.7 (Withdrawal of Cacao Stake), and 3.8 (Transfer of Cacao Ownership) of the standard cacao shipment agreement do not apply to this operational fund, as there is no specific cacao inventory assigned to this fund at inception. If and when this fund invests in other AGLs, distribution of returns to Syndicate Members shall follow section 3.2 (no additional 20% fee at AGL15 level).

**3.9 Provisions for Losses:** If total returns from operations fall short of the originally financed amount, USDT/USD will be distributed based on ownership share. Any shortfall will be compensated with TDG at an exchange rate of 1 USD = 1 TDG.

**3.10 Additional Financing for Expenses and Profit Distribution:** TrueTech Inc, acting on behalf of TrueSight DAO, shall report any additional financing required for expenses not covered under the initial financing agreement in the TownHall channel, accessible to TDG token holders. These reports shall be subsequently updated on the AGL15 ledger, ensuring transparency and accountability for all Syndicate Members. In the event that additional financing is required to cover expenses or operating needs, additional financiers may participate by injecting capital. The proceeds from operations financed by the fund shall be distributed proportionately to the total amount of capital injected by each financier, including both initial Syndicate Members and additional financiers. The profit distribution will be calculated based on each financier's proportional share of the total capital contributed, ensuring fairness and transparency. This clause acknowledges that the syndicate financing is open-ended, allowing additional financiers to contribute as needs

arise. The distribution of proceeds will be proportional to the amount financed by each participant, ensuring equitable returns based on capital contributions.

4. TERM AND TERMINATION 4.1 This Agreement shall become effective upon the execution where the initial required amount has been financed by Syndicate Members and remain in force until the successful fulfillment of all obligations under this Agreement. 4.2 This Agreement may be terminated by written agreement between TrueTech Inc, acting on behalf of TrueSight DAO, and the Syndicate Members or terminated automatically upon the completion of repayment of the financed amount in accordance with the terms agreed upon.
5. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States.
6. CONFIDENTIALITY All Parties shall maintain the confidentiality of any non-public information shared during the negotiation and execution of this Agreement unless required by law or with prior written consent from the relevant Parties.
7. FINANCING 7.1 Financing Terms Within US: For syndicate members within the United States, please use Venmo for financing. Transfer predetermined USD amount directly to our Venmo account @garyjob. 7.2 Financing Deadline: Financing should be completed within 5 business days of the financing call. Failure to complete financing within this timeframe will result in the release of the financing slot for other potential financiers.

IN WITNESS WHEREOF The Parties have caused this Export Trade Financing Syndicate Agreement to be duly executed as of the date mentioned above.

Signatures TrueTech Inc (on behalf of TrueSight DAO): Zhiwen Teh, President, TrueTech Inc Syndicate Members: Zhiwen Teh, Syndicate Lead, Investment Syndicate

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Exhibit A: Syndicate Members Financing Roster Amount to be financed: (To be filled)

Syndicate Financier Name	Financed Amount (USD)	Financier Initial
(To be filled)	Tracked in AGL15 as expenses are included	—

Location of AGL15: <https://agroverse.shop/agl15>