

OPENVPP LABS LIMITED

NETWORK PARTICIPATION & MAINTENANCE PROGRAM TERMS OF USE

Last Revised: April 17, 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 **Network Participation & Maintenance Program** (“Program,” or “Service”), including staking, incentives, points program 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:

- 3.1. **"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.
- 3.2. **"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.
- 3.3. **"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.
- 3.4. **"Governmental Authority"** means any court, tribunal, arbitrator, authority, agency, commission, official, or other instrumentality of the BVI or any state, county, city, or other political subdivision or similar governing entity.
- 3.5. **"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.
- 3.6. **"Person"** means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.
- 3.7. **"Points Program & Device Participation"** (as per Annex A hereto). This program enables \$OVPP rewards for electric vehicles, future devices, and platform actions through "Proof of Physical Work." Participants contribute by connecting hardware, sharing real-time energy data, and participating in managed charging events. Performance is tracked via off-chain points and converted into token rewards based on verified device activity and grid contributions.
- 3.8. **"Protocol Incentives" (or "Rewards")** means the programmatic distributions of \$OVPP tokens generated by the Network's immutable smart contract logic. These Rewards are strictly provided as a non-discretionary incentive to Participants in exchange for verified technical contributions, including but not limited to: maintaining hardware connectivity, providing accurate energy data telemetry, and securing the grid through token bonding. Rewards do not represent a share of Company profits, a return on investment, or a passive dividend, but are instead a measurement of the User's operational contribution to the OpenVPP Ecosystem.
- 3.9. **"Token"** means the "\$OVPP" cryptographic token created by Company for use with the OpenVPP Ecosystem.
- 3.10. **"Staking Service"** as a part of the Network Participation & Maintenance Program. This program focuses on securing the network through token bonding. Participants commit \$OVPP tokens to the protocol's smart contracts to support infrastructure stability and network integrity. In exchange for this technical commitment, users receive programmatic protocol incentives based on the duration and volume of their staked assets.
- 3.11. **"Smart Contract"** means a program hosted on a Blockchain, consisting of code specifying predetermined conditions that, when met, trigger self-executing outcomes.
- 3.12. **"User" or "Participant"** means any individual, legal entity, or authorized agent who accesses the Website, utilizes the Program's technical services, connects energy-contributing hardware to the

Network, or cryptographically signs an agreement to be bound by these Terms; provided, however, that a person shall cease to be a User only upon the complete discontinuation of their use of the Program, the fulfillment of all outstanding protocol obligations (including the expiration of any applicable un-bonding or cool-down periods), and the severance of all hardware connectivity to the Network.

- 3.13. **“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 Network Participation & Maintenance Program is designed to support the OpenVPP network, which connects devices, enables control, and facilitates energy-related transactions.

Participants may:

- 5.1. Contribute to network activity and operation by maintaining active device connectivity and data accuracy.
- 5.2. Participate in governance decisions to help steer the protocol’s decentralized evolution.
- 5.3. Accrue Protocol Incentives based on network participation, security commitment, and verified device performance.

Participation is entirely voluntary.

6. NO FINANCIAL ADVICE

Nothing in the Program or these Terms constitutes: Investment, financial, legal, or tax advice. Participants acknowledge that network participation involves inherent technical and market risks. The Participant is solely responsible for:

- 6.1. **Evaluating Suitability:** Assessing the appropriateness of network participation based on their own technical capabilities and objectives.
- 6.2. **Market Dynamics:** Understanding that the value and utility of protocol incentives are subject to independent market demand and network conditions.
- 6.3. **Operational Risk:** Accepting full responsibility for managing digital keys, hardware connectivity, and the inherent volatility associated with decentralized energy markets.

7. PROTOCOL-BASED INCENTIVES & EMISSIONS

- 7.1. **No Guarantee of Incentives:** The accrual of protocol incentives is not guaranteed.
- 7.2. **Algorithmic Adjustments:** Emission rates are determined by the underlying smart contract logic and are subject to programmatic changes based on network parameters.

- 7.3. **Variable Distributions:** Incentive accrual may be reduced, delayed, or suspended entirely due to network-level conditions or protocol upgrades.
- 7.4. **Adjustment of Parameters:** The Company (or, where applicable, Protocol Governance) reserves the right to adjust parameters to maintain network stability.
- 7.5. **Technical Dependencies:** Participation does not guarantee the accrual of any incentives, regardless of the amount of \$OVPP committed. All distributions are strictly dependent on:
 - Smart Contract Execution: The immutable logic of the protocol.
 - Network Parameters: System configuration and total participation levels.
 - Hardware Performance: Real-world device contribution and grid-balancing verification.

8. RISK OF LOSS

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

- 8.1. **Smart Contract & Technical Risk:** Potential loss of \$OVPP due to unforeseen vulnerabilities, logic errors, or exploits within the protocol's smart contracts.
- 8.2. **Adverse Network Events:** Total or partial loss resulting from malicious attacks, 51% attacks, or fundamental failures of the underlying blockchain network.
- 8.3. **Calculation & Oracle Risk:** Errors in the automated recording of energy data or the programmatic distribution of protocol incentives.
- 8.4. **Irreversibility of Transactions:** The User accepts that transactions on the blockchain are final. As the Company does not have access to or backup of User private keys, the loss of keys or incorrect wallet entries will result in a 100% permanent loss of assets.
- 8.5. **Variable Protocol Parameters:** Committed tokens may be subject to partial loss (slashing) as a programmatic penalty if network participation requirements or security benchmarks are not met.

Participants acknowledge that participation in an early-stage energy protocol and decentralized networks involves a high degree of risk, including the potential for 100% loss of committed digital assets.

9. TECHNOLOGY & INFRASTRUCTURE DISCLAIMER

The Program operates via decentralized smart contracts and blockchain infrastructure. These underlying systems are subject to the following inherent conditions:

- 9.1. **Technical Vulnerabilities:** Systems may contain latent bugs, logic errors, or unforeseen vulnerabilities and remain susceptible to failure, exploits, or unexpected programmatic behavior.
- 9.2. **Protocol Evolution:** To ensure security and network integrity, the underlying smart contracts may be upgraded, modified, or transitioned.
- 9.3. **Operational Status:** Access to the Program may be paused, suspended, or terminated as required by protocol governance or emergency security necessity.
- 9.4. **No Warranties:** The Company provides the Program on an "as-is" and "as-available" basis. Specifically, the Company makes no representations or guarantees regarding the Security, Reliability, Availability, or Accuracy of the smart contracts or the data recorded therein.

10. PROGRAM CHANGES AND TERMINATION

To ensure the security, stability, and continued evolution of the OpenVPP network, the Company (or, where applicable, Protocol Governance) reserves the right to:

- 1) **Adjust Parameters:** Modify incentive structures, emission schedules, or participation rules to align with network health and energy-market dynamics.
- 2) **Operational Status:** Pause or suspend the Program for emergency security necessity, technical upgrades, or regulatory compliance.
- 3) **Technical Migration:** Upgrade or replace smart contracts to enhance functionality, mitigate vulnerabilities, or migrate to successor blockchain networks.
- 4) **Program Lifecycle:** Terminate the Program entirely upon reasonable notice to the community or via decentralized governance resolution.

In the event of Program termination or transition:

- 1) **Incentive Accrual:** Accrual of protocol incentives may cease immediately.
- 2) **Distribution Adjustments:** Mechanisms for final distributions may be modified to ensure a secure and orderly wind-down.
- 3) **User Action Required:** Participants may be required to take specific actions (such as manual unstaking or token migration) to recover their committed \$OVPP digital assets.
- 4) **No Perpetual Obligation:** The Company is under no obligation to continue the Program or maintain the Service indefinitely.

11. NO LIABILITY

To the fullest extent permitted by law, the Company and its affiliates are not liable for any losses, including: Loss of digital assets, accrued protocol incentives, profits, or expected returns; Technical failures; Smart contract vulnerabilities; Network outages or disruptions; Errors in calculations or distributions; 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 the commitment of assets and protocol incentives work;
- Complying with applicable laws and regulations;
- Your digital assets are not derived from unlawful activity.

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:

- Supporting network participation and additional platform access;
- Enabling device connectivity and control;
- Facilitating ecosystem functionality and access to governance.

No Investment Intent. The Program is not an investment contract, security, or financial instrument. Participation in the Program:

No Ownership: Does not represent an equity stake, debt obligation, or ownership interest in the Company or its Affiliates.

No Passive Rights: Does not grant rights to dividends, revenue sharing, or any form of profit-sharing.

Market-Driven Value: Does not create an expectation of profit based on the managerial efforts of the Company. Any fluctuation in the market value of \$OVPP is determined by independent market supply and demand within the decentralized energy sector.

Jurisdictional Disclaimer. Regulatory treatment of digital assets is evolving and varies by jurisdiction. The Company makes no guarantees regarding the legal classification of \$OVPP under any specific local laws.

Market Disclaimer: The Company does not provide liquidity or fiat exchange services. Any market value of \$OVPP is determined solely by independent secondary markets.

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: Merchantability; Fitness for a particular purpose; Non-infringement.

No guarantees are made regarding: Uptime; Performance; Protocol Incentive outcomes; 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 & GEOGRAPHIC RESTRICTIONS

19.1 Staking Program Eligibility

RESTRICTED ACCESS: The Staking and Network Bonding Program is strictly unavailable to any U.S. Person (as defined in Regulation S of the U.S. Securities Act of 1933) or residents of prohibited jurisdictions, including China, Canada, and sanctioned regions.

User Certification: By participating in Staking, the User confirms they are:

- Non-U.S. Person:** Not a U.S. citizen, resident, or green card holder.
- Geographically Compliant:** Not accessing the Service from within the United States or its territories.
- Technical Integrity:** Not utilizing a VPN or proxy to circumvent jurisdictional "geo-blocking."

The Company reserves the right to terminate access and forfeit incentives for any User found in violation of these restrictions.

19.2 Device Participation Program Eligibility (as per activity mentioned in Annex A hereto)

GLOBAL AVAILABILITY: The Device Participation (Points) Program is available to participants worldwide, except sanctioned regions, provided they act solely as Active Network Contributors.

User Certification: By connecting a device, the User confirms they are:

- a) **Infrastructure Contributor:** Participating solely to provide technical services, hardware connectivity, and energy data to the OpenVPP Network.
- b) **Service-Based Accrual:** Acknowledging that \$OVPP incentives earned via this program are strictly compensatory for verified hardware performance.
- c) **No Financial Staking:** If the User is a U.S. Person, they agree NOT to attempt to access any restricted staking or bonding modules.
- d) **Sanctions Compliance:** Not a resident of a sanctioned region (e.g., North Korea, Iran) or listed on any international prohibited person list.

20. UPDATES TO TERMS

These Terms may be updated at any time as required for network security or protocol evolution. 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.

23. DISPUTE RESOLUTION

- 23.1. **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.
- 23.2. **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.
- 23.3. **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.
- 23.4. **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.
- 23.5. **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.

- 23.6. **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.
- 23.7. **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.
- 23.8. **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.
- 23.9. **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.
- 23.10. **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

- 23.11. **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.
- 23.12. **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.
- 23.13. **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.
- 23.14. **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.
- 23.15. **Company Contact Information.** Questions can be directed to Company at: hello@openvpp.energy.

ANNEX A:

POINTS PROGRAM & DEVICE PARTICIPATION

Last Updated: April 17th, 2026

This Annex A is incorporated into and forms a part of the OpenVPP Network Participation & Maintenance Program Terms of Use. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

A.1. PROGRAM OBJECTIVE

The Points Program is a performance-based incentive framework designed to compensate Participants for providing real-world energy data, grid-balancing capacity, and "Proof of Physical Work" to the OpenVPP Network.

A.2. NATURE OF POINTS

1. **Unit of Measurement:** "Points" are strictly off-chain accounting units used to measure the relative volume and quality of a Participant's technical contribution.
2. **Non-Asset Status:** Points are NOT digital assets, cryptocurrencies, or "Virtual Assets" under BVI law. They cannot be traded, sold, transferred, or redeemed for fiat currency.
3. **Epoch Reset:** All Points balances are for accounting purposes only and are reset to zero at the conclusion of each seven (7) day cycle ("Epoch").

A.3. ACCRUAL RULES (THE "WORK" LOGIC)

Participants accrue Points by performing the following "Network Actions" via a connected and compatible device (each a "Device"):

1. **Connectivity:** Maintaining an active, verified connection between the Device and the Protocol.
2. **Telemetry:** The continuous transmission of accurate energy data (e.g., kWh charging/discharging logs).
3. **Grid Flexibility:** Participating in "Managed Charging" or "Demand Response" events where the Protocol modulates device power states to stabilize the energy grid.
4. **Referrals:** Successful onboarding of new hardware participants who complete at least one full Epoch.

A.4. CONVERSION TO \$OVPP INCENTIVES

At the close of each Epoch, the Protocol settles the account by converting Points into \$OVPP incentives:

1. **Allocation:** The Protocol defines a fixed quantity of \$OVPP to be distributed for the Epoch.
2. **Pro-Rata Calculation:** A Participant's distribution is determined by their share of the total global Points accrued during that Epoch:

$$\left(\frac{UserPoints}{TotalNetworkPoints} \right).$$

3. **Settlement:** Distributions are made on-chain to the Participant's Wallet. The Company reserves the right to utilize a "Claim" mechanism via Merkle Proofs to ensure decentralized settlement.

A.5. MANAGED CHARGING & DEVICE CONTROL

By enrolling a Device in managed charging, the Participant grants the Protocol the limited, non-exclusive right to remotely start, stop, or modulate the Device's power consumption.

1. **Operational Override:** Participants may override Protocol controls at any time; however, manual overrides during a critical "Grid Event" will result in the forfeiture of all Points for that event.
2. **Liability Waiver:** The Company is not responsible for any impact on Device battery health, mechanical wear, or failure to reach a desired state of charge (e.g., EV not fully charged by a specific time) resulting from Protocol-managed charging.

A.6. CAPS AND ANTI-FRAUD MEASURES

1. **Maximum Cap:** To ensure network security, distributions are capped at 5,000 \$OVPP (or a value equivalent to \$100 USD, whichever is higher) per Participant, per Epoch.
2. **Verification:** Any attempt to spoof data, utilize "virtual" or simulated hardware, or register duplicate devices will result in an immediate permanent ban from the Program and the forfeiture of all accrued and staked assets.

A.7. AMENDMENTS TO RATES

Accrual rates (Points per kWh, etc.) are subject to change at any time to reflect energy market conditions or network requirements. Continued device connectivity following a rate change constitutes acceptance of the new parameters.