

TERMS AND CONDITIONS OF CONTRACTOR PRE-QUALIFICATION AND STAKING

This TERMS AND CONDITIONS OF CONTRACTOR PRE-QUALIFICATION AND STAKING (the “Terms and Conditions” or “Terms”) is a legally binding agreement between Solve.Care Foundation OÜ, a company incorporated and acting under the laws of Estonia, having its registered office at Narva mnt 5, Tallinn City, Harju County, 10117, Estonia (hereinafter referred to as “Solve.Care”) and persons interested in accessing, bidding, and participating in projects published on the Solve.Care Project Portal (such persons being referred to herein as “You”, “Your” and/or “Contractor”).

BY TAPPING THE “ACCEPT” BUTTON AT THE END OF THESE TERMS, CONTRACTOR AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF CONTRACTOR PRE-QUALIFICATION AND STAKING (THE “ACCEPTANCE” HEREIN). PLEASE READ THESE TERMS IN THEIR ENTIRETY CAREFULLY BEFORE TAPPING AND ACCEPTING.

You hereby agree to the following:

1. PRE-QUALIFICATION.

- 1.1 It is the goal of Solve.Care to build an established community of capable developers, partners, resellers, and SOLVE Token holders (the “Solve.Care Community”) to continually assist in expanding the Solve.Care Platform (the “Platform”) and to apply their collective knowledge and experience in a manner that aligns their respective interests and serves to mutually benefit both Solve.Care and the Solve.Care Community. In furtherance of this goal, Solve.Care will allow Contractors who are members of the Solve.Care Community to be granted exclusive access to review and bid on Platform related projects appearing from time to time on the Solve.Care Project Portal (the “Pre-qualification Program”), in accordance with these Terms, including but not limited to the Staking requirements for SOLVE Tokens outlined below.
- 1.2 The Pre-qualification Program is not intended to assess a Contractor’s technical and managerial competency, financial soundness, legal and regulatory compliance, and other factors relating to a particular contract. These elements are considered during the actual procurement process.
- 1.3 The Pre-qualification Program does not provide You with any preferred status in the procurement process or in any way assure or guarantee that You will be awarded a Solve.Care Project contract.

2. STAKING.

- 2.1 Pre-qualification for bidding on published Solve.Care projects, participation in the procurement process, and, if awarded, execution and performance under a Solve.Care project contract are conditioned upon Your deposit of SOLVE Tokens (the “Staked SOLVE Tokens”), into a SOLVE Token Wallet which You have either previously established or which is now being registered by You, either to Your account as Contractor or in Your capacity as an authorized representative of the Contractor’s contracting entity.

- 2.2 When You have identified a particular Solve.Care project that You intend to bid on, the program will confirm that You have the required number of SOLVE Tokens in Your wallet and these tokens will be “locked” (the “Staked SOLVE Tokens” herein). Your Staked SOLVE Tokens shall not be subject to forfeiture or converted in any way to Solve.Care’s use but they will remain locked and will not be released except as follows upon the earlier of:
- 2.3.1 To all bidding Contractors within seventy-two (72) hours of Solve.Care’s withdrawal of a project from the Solve.Care Project Portal and/or Solve.Care’s termination of the bidding process.
 - 2.3.2 To a Contractor within seventy-two (72) hours of the Contractor’s written cancellation of its bid.
 - 2.3.2 To unsuccessful bidding contractors within one (1) week of the published bid closing date.
 - 2.3.3 To successful bidding Contractors concurrent with their receipt of agreed contract consideration payable by Solve.Care upon: (i) project completion and satisfactory performance of Contractor’s obligations under the Solve.Care project contract; and (ii) Solve.Care’s acceptance of the required Contractor deliverables under the project contract. In the event of a dispute among the parties that precludes final contract resolution in this manner the Staked SOLVE Tokens shall remain locked until the underlying issues are resolved either by mutual agreement of the parties or in accordance with the requirements for binding arbitration set forth in Section 7 below.
- 2.4 The required number of Staked SOLVE Tokens will be specified in each published Solve.Care project statement and will vary based upon the contract value of the underlying Solve.Care project.

3. RESERVED RIGHTS. Solve.Care reserves the right, in its sole and absolute discretion, for any reason, or no reason whatsoever, to do any of the following (the “Reserved Rights”):

- 3.1 To add or remove projects from, and to withhold any of its projects from inclusion in, the Solve.Care Project Portal;
- 3.2 Without Your prior approval or consent, to make changes to these Terms, and
- 3.3 To otherwise adjust, suspend or terminate the Pre-qualification Program.

4. CONTRACTOR WARRANTIES AND ACKNOWLEDGMENTS. You warrant, acknowledge and agree to the following:

- 4.1 You represent and warrant that You possess the requisite authority to accept, and hereby do accept and commit to act in all material respects in accordance with these Terms, either as an individual Contractor or as the authorized representative of the Contractor’s legally established contracting entity, whichever is applicable.
- 4.2 Your Staked SOLVE Tokens will be “locked” as part of the staking process and WILL NOT be available to You for trading purposes during this time (the “Staking Period”). You acknowledge that that there is a very real risk that the value of Your Staked SOLVE Tokens may decrease in value during the Staking Period. However, You represent that You have carefully weighed this risk against the potential benefits of participating in the Pre-qualification Program as a member of the Solve.Care Community and that You fully assume

any and all risks associated with the locking and staking of Your SOLVE Tokens during the Staking Period and hold Solve.Care harmless therefrom.

- 4.3 You represent and warrant that all information and documents submitted, or to be submitted by You to Solve.Care are and will be accurate and correct and neither You nor any other party have concealed or misrepresented any material fact(s) in the information provided to Solve.Care.
- 4.4 You agree to comply with all laws and regulations that apply to You in any place in which You purchase, offer or sell any SOLVE Tokens. You also warrant that You shall obtain any consents, permission or approvals that You need in order to purchase, offer or sell any SOLVE Tokens under the laws and regulations in force in any jurisdiction to which You are subject or in which You make such purchases, offer or sales.

5. INDEMNIFICATION, RELEASE AND HOLD HARMLESS. Contractor agrees to indemnify and hold harmless Solve.Care and its partners, affiliates, employees, agents, representative, independent contractors, successors and assigns from any and all losses, costs, damages, liabilities and expenses (including without limitation reasonable legal fees and expenses) arising from or in connections with Contractor's breach of any of these Terms, specifically including, but not limited to breach of the Contractor Warranties and Acknowledgments contained in Section 4. Contractor further releases and holds Solve.Care harmless from the exercise of its Reserved Rights hereunder.

6. GOVERNING LAW AND JURISDICTION.

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of Estonia, without regard to its choice of law principles.
- 6.2 The parties consent to exclusive jurisdiction and venue in the courts sitting in Estonia.

7. RESOLUTION OF DISPUTES.

- 7.1 In the interest of resolving disputes between You and Solve.Care in the most expedient and cost-effective manner, You agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Your agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND THAT, BY ENTERING INTO THE TERMS, YOU ARE AGREEING TO AND WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 7.2 The venue for arbitration shall be Estonia.
- 7.3 The language used in Arbitration shall be English, and the award of the arbitration shall be binding on both, You and Solve.Care.

8. GENERAL PROVISIONS.

- 8.1 Publicity. Without the prior written approval of Solve.Care, You shall not release or publish any news release, advertising or other public announcement relating to Your status as a Pre-qualified Contractor or to the transactions contemplated herein, including the award of a Solve.Care project contract. Notwithstanding the foregoing, Solve.Care may, without seeking Your prior approval, state publicly or list in advertising, announcements, presentations, or other marketing materials the fact that You are: (i) a Pre-qualified Contractor, (ii) providing services to Solve.Care under an awarded project contract, and/or (iii) are a member of the Solve.Care Community, together with related details of the nature and extent of Your involvement. Either party may make such disclosures as are required by legal, accounting, or regulatory requirements after making reasonable efforts to consult in advance with the other party.
- 8.2 Assignment. These Terms and the obligations relating thereto are not assignable by you, whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of Solve.Care and any such assignment shall be null and void. Solve.Care may assign or otherwise transfer its rights and obligations under these Terms without Your consent.
- 8.3 Survival. The provisions of Section 3 (Reserved Rights), Section 4 (Contractor Warranties and Acknowledgements), Section 5 (Indemnification, Release and Hold Harmless), Section 6 (Governing Law and Jurisdiction), Section 7 (Resolution of Disputes), and Subsection 8.1 (Publicity) shall survive any revocation of the Acceptance by Contractor, and/or the completion or termination of Contractor's involvement in the a Pre-qualification Program or any related procurement activities or contracted relationships with Solve.Care.