

NET PROFIT SHARING AGREEMENT

Between

4USFARMS LIMITED

and

AGRIC REAL WORLD ASSETS

Effective Date: 1st May 2026

PARTIES TO THIS AGREEMENT

This Net Profit Sharing Agreement ("**Agreement**") is entered into as of **1st May 2026** (the "**Effective Date**"), by and between:

PARTY 1: 4USFARMS LIMITED ("4USFarms")

4USFarms Limited, a company duly incorporated under the laws of the Republic of Ghana, with its principal place of business and farm operations located at Ave-Xevi, Akatsi North District, Volta Region, Ghana. 4USFarms is engaged in the commercial cultivation of Moringa across over **178 acres** of farmland, and operates a fully integrated agribusiness complex comprising a **Moringa Processing Centre, a Visitor Hostel, and an on-farm Restaurant**. 4USFarms produces and markets a range of Moringa-derived products including Moringa Seeds, Moringa Powder, Moringa Capsules, Moringa Oil, and Moringa Honey, distributed locally and internationally through 4usfarms.com. Represented herein by its Chief Executive Initiator (CEI), **Richmond Sodokpo**.

PARTY 2: AGRIC REAL WORLD ASSETS ("Agric RWAs")

Agric Real World Assets, a 100% decentralized, Ethereum-based agricultural real-world asset (RWA) platform operating at AgricRealWorldAssets.com, which tokenizes real-world agricultural assets as NFTs, enabling token holders to earn royalties derived from partner farm operations including 4USFarms. Represented herein by its Administrator, **Daniel Paapa Kusi**.

RECITALS

WHEREAS, 4USFarms Limited is an established moringa agribusiness enterprise operating over 178 acres of moringa cultivation in the Volta Region of Ghana, with an integrated processing centre, visitor hostel, and restaurant facilities on-site;

WHEREAS, 4USFarms produces and sells a range of commercially viable Moringa-derived products — including Moringa Seeds, Moringa Powder, Moringa Capsules, Moringa Oil, and Moringa Honey — generating revenue through its farm operations, processing activities, agri-tourism facilities, and product sales;

WHEREAS, Agric Real World Assets is a decentralized NFT platform that links digital token holders to the real-world revenues of agricultural enterprises such as 4USFarms, through its Royalties Sharing Program;

WHEREAS, the Parties desire to formalize the terms under which 4USFarms shall share a portion of its net profits with Agric RWAs, and the obligations of transparency and engagement owed by 4USFarms to Agric RWAs and its NFT holder community;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: BUSINESS OPERATIONS OF 4USFARMS

Section 1.1 — Core Agricultural Activity

4USFarms Limited is primarily engaged in the **commercial cultivation of Moringa oleifera** across a landholding of over **178 acres** located at Ave-Xevi, Akatsi North District, Volta Region, Ghana. The farm employs sustainable farming practices aimed at maximizing yield, product quality, and long-term land productivity.

Section 1.2 — Products

4USFarms produces and commercially distributes the following Moringa-derived products:

- Moringa Seeds
- Moringa Powder
- Moringa Capsules
- Moringa Oil
- Moringa Honey

Additional products may be added as 4USFarms expands its product line, subject to written notification to Agric RWAs. All revenue generated from the above products shall form part of the Gross Revenue as defined in Article 3.

Section 1.3 — Processing Centre

4USFarms operates an on-farm **Moringa Processing Centre** where harvested moringa is cleaned, processed, packaged, and prepared for commercial distribution. Revenue from processing operations forms part of the Gross Revenue of 4USFarms.

Section 1.4 — Agri-Tourism Facilities

4USFarms operates a **Visitor Hostel** and an **on-farm Restaurant** to support agri-tourism and educational farm visits. These facilities are open to investors, NFT holders, researchers, and members of the public. Revenue generated from hostel bookings, restaurant services, and farm tours shall form part of the Gross Revenue of 4USFarms.

ARTICLE 2: NET PROFIT SHARING

Section 2.1 — Profit Share Obligation

4USFarms hereby agrees to remit to Agric Real World Assets **Ten Percent (10%)** of its quarterly Net Profits (as defined in Article 3), generated from all its business operations including moringa cultivation, product sales, processing centre activities, hostel revenue, and restaurant revenue. This obligation shall take effect from the Effective Date and shall continue for so long as 4USFarms remains in operation.

Section 2.2 — Distribution to NFT Holders

Agric RWAs shall distribute the amounts received under Section 2.1 to its NFT holders in accordance with its **Royalties Sharing Program**, on a pro-rata basis proportional to the number of NFTs held by each holder. 4USFarms shall bear no responsibility for the internal distribution mechanics, smart contract operations, or token economics of Agric RWAs.

Section 2.3 — Currency of Payment

All payments made by 4USFarms to Agric RWAs under this Agreement shall be denominated and settled in **Ghana Cedis (GHS)**, unless both Parties agree otherwise in writing.

Section 2.4 — Reporting and Disbursement Schedule

4USFarms shall deliver a written **Quarterly Net Profit Report** to Agric RWAs covering each calendar quarter (Q1: January–March; Q2: April–June; Q3: July–September; Q4: October–December). The applicable 10% share shall be remitted to Agric RWAs within **Thirty (30) calendar days** following the close of each quarter. Agric RWAs shall have the right to request reasonable supporting documentation for any quarterly report.

Section 2.5 — No Distribution in Loss Periods

If 4USFarms records no Net Profit or sustains a net loss in any quarter, no payment obligation shall arise for that period. 4USFarms shall notify Agric RWAs in writing of any such outcome within the same thirty (30) day reporting window, together with a brief summary of the financial position.

Section 2.6 — No Partnership or Equity

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or equity ownership between the Parties. Agric RWAs acquires no voting rights, management authority, or control over 4USFarms' operations by virtue of this Agreement.

ARTICLE 3: DEFINITION OF NET PROFITS

For the purposes of this Agreement, "**Net Profits**" shall mean the net earnings of 4USFarms calculated in accordance with generally accepted accounting principles, after deducting all legitimate expenses, costs, taxes, and liabilities incurred in the ordinary course of business. Net Profits shall be computed as follows:

(a) **Gross Revenue:** All revenue generated by 4USFarms from moringa cultivation, product sales (seeds, powder, capsules, oil, honey), processing centre operations, hostel bookings, restaurant services, farm tours, and any other ancillary revenue streams.

(b) **Total Expenses:** All costs including but not limited to farm labor, land maintenance, moringa seedlings and inputs, processing and packaging costs, equipment, logistics, utilities, administrative expenses, staff salaries, and applicable taxes and levies under Ghanaian law.

(c) **Net Profits Formula:** $\text{Net Profits} = \text{Gross Revenue} \text{ minus Total Expenses.}$

Net Profit figures shall be certified and reported quarterly to Agric RWAs as provided in Section 2.4.

ARTICLE 4: ANNUAL TRANSPARENCY MEETINGS

Section 4.1 — Annual Zoom Meeting Obligation

4USFarms shall host at least one (1) virtual meeting per calendar year via Zoom or an equivalent video-conferencing platform. These meetings shall serve as transparency and progress update sessions for the benefit of Agric RWAs and its NFT holder community, covering farm operations, financial performance, product updates, infrastructure progress, and strategic plans.

Section 4.2 — Flexible Scheduling

The date and time of each annual meeting shall be arranged by mutual agreement between 4USFarms and Agric RWAs, with reasonable advance notice provided. 4USFarms shall make reasonable efforts to accommodate the schedules of Agric RWAs and its community participants.

Section 4.3 — Farm Visits

Consistent with 4USFarms' agri-tourism offerings, Agric RWAs NFT holders are entitled to farm visits as part of the benefits associated with NFT ownership, subject to availability and advance scheduling with 4USFarms. Farm visits shall be coordinated through channels agreed between the Parties.

Section 4.4 — Meeting Records

4USFarms shall endeavor to record each annual Zoom meeting and make the recording available to Agric RWAs within a reasonable time thereafter, for distribution to NFT holders who were unable to attend.

ARTICLE 5: REPRESENTATIONS AND WARRANTIES

5.1 4USFarms represents and warrants that:

(a) It is duly incorporated and in good standing under the laws of the Republic of Ghana;

- (b) It has full corporate authority to enter into and perform this Agreement;
- (c) This Agreement constitutes a valid and binding obligation of 4USFarms, enforceable in accordance with its terms;
- (d) The farm operations, product lines, and facilities described in Article 1 are genuine and active business activities of 4USFarms.

5.2 Agric Real World Assets represents and warrants that:

- (a) It has full authority to enter into this Agreement on behalf of the Agric RWAs platform and its community;
- (b) It shall distribute profit share receipts to NFT holders fairly and in accordance with the Agric RWAs Royalties Sharing Program rules;
- (c) It shall not misrepresent this Agreement or its terms to NFT holders or the public.

ARTICLE 6: TERM AND TERMINATION

Section 6.1 — Term

This Agreement shall commence on the Effective Date and shall remain in full force and effect for so long as 4USFarms Limited remains in active operation, unless earlier terminated pursuant to this Article.

Section 6.2 — Termination by Mutual Consent

Either Party may propose termination by providing not less than Ninety (90) days' prior written notice to the other Party. Termination shall only become effective upon written agreement by both Parties.

Section 6.3 — Automatic Termination

This Agreement shall automatically terminate upon the permanent cessation of 4USFarms' operations, dissolution of the company, or any court order rendering this Agreement unenforceable.

Section 6.4 — Obligations on Termination

Upon termination, 4USFarms shall settle all outstanding Net Profit distributions owed to Agric RWAs up to the termination date within Sixty (60) days of such date.

ARTICLE 7: GOVERNING LAW AND DISPUTE RESOLUTION

Section 7.1 — Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana, without regard to its conflict of law provisions.

Section 7.2 — Amicable Resolution

The Parties shall first attempt to resolve any dispute through good-faith negotiation within Thirty (30) days of written notice of the dispute.

Section 7.3 — Arbitration

If good-faith negotiation fails, any dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules of the Ghana Arbitration Centre. The seat of arbitration shall be Accra, Ghana. Proceedings shall be conducted in English. Any arbitral award shall be final and binding and enforceable in any competent court.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1 — Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior negotiations, representations, and understandings, whether oral or written.

Section 8.2 — Amendments

No amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

Section 8.3 — Severability

If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 8.4 — Notices

All notices shall be in writing and delivered via email or registered post to:

4USFarms Limited: Ave-Xevi, Akatsi North District, Volta Region, Ghana. Email: [4USFarms official email]

Agric Real World Assets: AgricRealWorldAssets.com (official contact channel). Email: [Agric RWAs official email]

Section 8.5 — Counterparts

This Agreement may be executed in counterparts. Electronic signatures shall be deemed valid and legally binding.

EXECUTION / SIGNATURE PAGE

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Net Profit Sharing Agreement as of the Effective Date first written above.

FOR AND ON BEHALF OF:

4USFARMS LIMITED
Ave-Xevi, Akatsi North District,
Volta Region, Ghana




Signature

Name: Richmond Sodokpo
Title: Chief Executive Initiator (CEI)

01-05-2026
Date

FOR AND ON BEHALF OF:

AGRIC REAL WORLD ASSETS
AgricRealWorldAssets.com



Signature

Name: Daniel Paapa Kusi
Title: Administrator

01-05-2026
Date

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4USFarms Limited | Ave-Xevi, Akatsi North District, Volta Region, Ghana | 4usfarms.com