SERVICES AGREEMENT AND TERMS OF BUSINESS

1. PREAMBLE & PARTIES

This Service Agreement and Terms of Business ("Agreement") is made effective on the date executed by the last to sign as outlined below by and between:

- UPBIT, a South Korean–based cryptocurrency exchange, based in Seoul, Republic of Korea ("Company"); and

- ETHERLAND TECHNOLOGIES LDA, a company incorporated in Portugal (Madeira) ("Customer").

WHEREAS:

- The Company operates the cryptocurrency exchange platform located at www.upbit.com (the "Site");

- The purpose of the Site is to provide content, commerce, and services related to cryptocurrencies and tokens to users who register with the Site;

- The Customer wishes to have its digital asset, ELAND (v2), admitted for trading on the Site;

The Parties desire to set forth the rights and obligations with respect to such listing.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

2. SERVICES AND SUPPORT

2.1 Scope of Services

Subject to the terms of this Agreement, the Company shall integrate the ELAND Token (v2) with the Upbit Platform, enabling deposits, withdrawals, and trading functionality.

2.2 Trading Pairs

The Company shall admit ELAND/USDT as the initial market pair for trading.
Additional trading pairs may be considered at a later stage subject to mutual agreement.

2.3 Listing Process

Within five (5) Business Days following the later of (i) receipt of the Listing Fee specified under Section 6 and Exhibit A, and (ii) completion of the Company's admissibility, KYC, and compliance checks, and subject to internal scheduling, market conditions, and operational readiness, the Company shall use commercially reasonable efforts to list ELAND for trading on the Upbit Platform.

Priority launch window (indicative): Subject to execution of this Agreement and the Company's operational readiness, the Parties intend to coordinate for Upbit to open trading at TGE+0h, with other centralized exchanges not opening trading earlier than TGE+30 minutes, and decentralized exchange liquidity activation targeted at or after TGE+1h, as discussed between the Parties. The Parties acknowledge this schedule is subject to final confirmation closer to TGE and may be reflected in the listing schedule or written addendum.

Proposed listing announcement: Subject to execution of this Agreement and the Customer's commitment to proceed, the Company may publish a proposed listing announcement regarding ELAND (v2) ahead of TGE, in accordance with the Company's internal policies and schedule. The Customer acknowledges that any announcement timing and content is at the Company's discretion and may be adjusted based on compliance and operational considerations.

2.4 Technical Support

The Company shall provide the Customer with reasonable technical support during integration and throughout the duration of this Agreement, in accordance with the Company's standard practices.

2.5 Compliance and Documentation

The Customer shall provide all required documentation as outlined in Exhibit A (including but not limited to incorporation certificate, director identification, tokenomics, audit reports, and official logos) within the timeframe requested by the Company.

3. OBLIGATIONS; REPRESENTATIONS AND WARRANTIES

3.1 Use of Services

The Customer shall not, directly or indirectly: (i) attempt to discover or reverse-engineer the underlying architecture, code, or algorithms of the Upbit Platform; (ii) modify, translate, or create derivative works based on the Services provided under this Agreement; (iii) use the Services for time-sharing, rental, or service bureau purposes for the benefit of third parties; or (iv) remove any proprietary notices or labels from the Upbit Platform or related materials.

3.2 Compliance with Laws

The Customer represents, warrants, and covenants that its use of the Services, and the listing and trading of ELAND (v2), shall at all times be in full compliance with all applicable laws and regulations in the jurisdictions where ELAND is promoted, offered, or traded.

3.3 Utility Token Representation

The Customer represents and warrants that ELAND is a utility token and shall not be construed as a security subject to securities, financial instruments, or similar laws or regulations in any jurisdiction.

3.4 Security and Access

The Customer shall be solely responsible for: (a) maintaining secure infrastructure and accounts related to the Project; (b) safeguarding private keys, passwords, and sensitive data associated with the Token and wallets; and (c) preventing unauthorized access, hacking, or misuse of Customer systems or the Token. The Company shall have no liability for losses or damages incurred by the Customer due to security breaches on the Customer's side.

3.5 Marketing and Promotion

The Customer shall use commercially reasonable efforts to ensure that all marketing, promotional activities, and community communications regarding ELAND are in compliance with applicable advertising and consumer protection laws. Unauthorized use of the Company's trademarks, logos, or official brand materials shall constitute a breach of this Agreement.

3.6 Project Conduct

The Customer represents and warrants that neither the Project, nor its founders, directors, or key team members, are subject to any ongoing investigation, administrative or criminal action, penalty, or prosecution which could materially impact the reputation of the Project or the Company.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Confidential Information

Each Party (the "Receiving Party") acknowledges that the other Party (the "Disclosing Party") may disclose business, technical, or financial information relating to its operations (the "Confidential Information"). Confidential Information of the Company shall include non-public information regarding the features, functionality, and performance of the Upbit Platform. Confidential Information of the Customer shall include non-public information regarding the ELAND Project, technical specifications, financial data, and materials provided for integration. The Receiving Party agrees: (i) to take all reasonable precautions to protect the Confidential Information; and (ii) not to use (except as necessary to perform under this Agreement) or disclose such Confidential Information to any third party without prior written consent.

4.2 Exclusions

The obligations in 4.1 shall not apply to any information that the Receiving Party can document: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully in its possession prior to disclosure by the Disclosing Party; (c) was independently developed without use of the Confidential Information; or (d) is required to be disclosed under applicable law, regulation, or legal process.

4.3 Data Rights

The Company may collect and analyze aggregated, de-identified data relating to the performance and use of the ELAND listing and associated services, for the purposes of improving its platform and service offerings.

4.4 Intellectual Property

Except as expressly stated herein, no licenses or rights are granted by either Party. All intellectual property rights relating to the ELAND Token, website (https://etherland.tech), and ecosystem shall remain vested with the Customer. All intellectual property rights relating to the Upbit Platform and brand shall remain vested with the Company.

4.5 Survival

The provisions of this Section 4 shall survive any termination or expiration of this Agreement and remain in full force and effect for an indefinite period.

5. FORCE MAJEURE

5.1 The Company shall not be held responsible for any delay or failure in performance of its obligations under this Agreement to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to: fire, flood, earthquake, or other natural disaster; strike, lockout, labor dispute, or industrial action; embargo, act of sabotage, riot, insurrection, terrorism, or war; government regulation, law, or order restricting or prohibiting services; failure, delay, or outage of internet services, telecommunications, servers, or blockchain networks; computer virus, cyberattack, or similar external event.

5.2 In such circumstances, the affected Party shall notify the other Party as soon as reasonably possible of the occurrence of the force majeure event and shall use commercially reasonable efforts to resume performance once conditions allow.

5.3 If a force majeure event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement by written notice to the other Party, without liability, except for obligations already incurred prior to such termination.

6. LISTING FEE AND PAYMENT

6.1 Listing Fee

In consideration of the Services provided under this Agreement, the Customer shall pay the Company a one-time listing fee of USDT 50,000 (the "Listing Fee") for the ELAND/USDT market. The Listing Fee covers (i) listing and integration support, (ii) marketing exposure to Upbit users, and (iii) internal market making support for one (1) month following the commencement of trading (as further described in Exhibit A).

6.2 Payment Timing and Condition to Listing

The Customer shall (i) execute this Agreement, (ii) complete KYC and provide all admissibility and compliance documentation reasonably requested by the Company, and (iii) transfer the Listing Fee to the Company. The Company shall not be required to schedule or enable trading of ELAND until the Listing Fee has been received in full and the Company has completed its admissibility, KYC, and compliance checks.

6.3 Listing Fee Receiving Address

The Listing Fee shall be transferred directly to the designated deposit address specified in this Agreement (same deposit address as prior template; Customer will confirm network and details prior to transfer):

USDT – (ERC20/BEP20): **0xfF93f9D8829724fb527D5A6930C42701baF42d5c**

6.4 Separate Market Making / Liquidity Arrangements

Any liquidity provisioning requirements, market making operational parameters, or additional market making services beyond the initial one (1) month included herein (if any) shall be set out in a separate market making and/or liquidity agreement or written addendum (the "MM Agreement"), to be provided following execution of this Agreement and the Customer's commitment to proceed. In the event of any conflict, the MM Agreement shall govern solely with respect to market making and liquidity matters.

6.5 Refundability

Except as expressly agreed in writing by the Company, the Listing Fee is non-refundable once paid, including in circumstances where listing is delayed or cancelled due to the Customer's failure to complete admissibility, KYC/compliance requirements, or other breach of this Agreement.

7. TOKEN ADMISSION TO UPBIT PLATFORM

7.1 Timeline for Admission

The Company shall, on a commercially reasonable efforts basis, list ELAND (v2) for trading on the Upbit Platform on the mutually confirmed listing schedule, subject to completion of the Listing Fee transfer and all admissibility, KYC, and compliance checks, and subject to internal scheduling, market conditions, and operational readiness.

7.2 Trading Pair

The initial market pair to be admitted shall be ELAND/USDT. Additional pairs may be introduced subject to mutual agreement between the Parties.

7.3 Company Rights

The Customer hereby irrevocably authorizes the Company to determine, in its sole discretion, the minimum requirements applicable to Upbit users (including citizenship restrictions, KYC/AML verification, and trading eligibility) prior to enabling trading of ELAND on the Platform.

7.4 Delisting Events

The Company shall have the right (but not the obligation) to suspend or cancel trading of ELAND on the Upbit Platform with immediate effect in the event of: (i) a ban or restriction imposed by any governmental authority on the trading, advertising, or promotion of ELAND; (ii) the Customer, Project, or key team members becoming subject to any investigation, administrative or criminal action, penalty, or prosecution; (iii) the ELAND Token ceasing to qualify as a utility token under applicable regulations; (iv) regulatory or exchange restrictions preventing continued listing; or (v) the Customer's failure to comply with its obligations under Section 6 regarding the Listing Fee.

7.5 Effect of Delisting

In the event of a suspension or delisting under this Section, the Company shall not be required to refund or compensate the Customer for the Listing Fee or any fees already paid, except as expressly provided under Section 6. This Agreement shall terminate automatically as of the effective date of such suspension or cancellation.

8. INDEMNITY AND LIMITATION OF LIABILITY

8.1 Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable, whether in contract, negligence, strict liability, or otherwise, for: (i) any indirect, incidental, consequential, or punitive damages; (ii) any loss of profits, revenue, goodwill, or business opportunities; (iii) any damages resulting from the Customer's breach of security obligations, mismanagement of private keys, or failure to implement appropriate safeguards for ELAND tokens or related systems.

8.2 Exclusion of Warranties

The Customer acknowledges and agrees that no warranties, guarantees, or representations are made by the Company regarding: (i) merchantability or fitness of the ELAND Token for any

particular purpose; (ii) long-term market performance, trading volume, or price appreciation of ELAND; (iii) uninterrupted or error-free access to the Upbit Platform.

8.3 Liability Cap

In no event shall the aggregate liability of the Company under this Agreement exceed twenty-five percent (25%) of the total value of the Listing Fee provided by the Customer pursuant to Section 6.

8.4 Indemnification by Customer

The Customer agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, or expenses (including reasonable legal fees) arising from: (i) the listing, promotion, and trading of ELAND on the Upbit Platform; (ii) any breach of the representations, warranties, or obligations of the Customer under this Agreement; (iii) any regulatory, consumer, or thirdparty claims relating to the ELAND Token, except to the extent caused by the gross negligence or willful misconduct of the Company.

8.5 Survival

The obligations under this Section 8 shall survive any termination or expiration of this Agreement.

9. TERM AND TERMINATION OF AGREEMENT

9.1 Term

This Agreement shall enter into force on the Effective Date and shall remain in effect until both Parties have fully performed their contractual obligations hereunder, unless earlier terminated in accordance with this Section.

9.2 Termination by Notice

Either Party may terminate this Agreement at any time by providing the other Party with ten (10) calendar days' written notice.

9.3 Termination for Cause

The Company shall be entitled to suspend or terminate this Agreement with immediate effect if: (i) the Customer commits a material breach of this Agreement, including failure to provide or maintain the Listing Fee in USDT in accordance with section 6; (ii) the Customer provides false, misleading, or incomplete information during compliance checks; (iii) the ELAND Token or Project becomes subject to investigation, penalty, or legal restriction that materially affects its admissibility; (iv) the Customer engages in unauthorized disclosure of listing information or misuse of the Company's intellectual property; or (v) any of the Delisting Events described in Section 7.4 occur.

9.4 Effect of Termination

Upon termination: (i) all rights and licenses granted under this Agreement shall immediately cease; (ii) the Company shall have no obligation to refund any portion of the Listing Fee in cases of termination for cause; (iii) Sections 4 (Confidentiality), Section 6 (Listing Fee and Payment), 7.5 (Effect of Delisting), and 8 (Indemnity and Limitation of Liability) shall survive termination.

10. MISCELLANEOUS

10.1 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be limited to the minimum extent necessary so that the remaining provisions of this Agreement remain in full force and effect.

10.2 Assignment

This Agreement shall not be assigned, transferred, or sublicensed by the Customer without the prior written consent of the Company. The Company may assign or transfer its rights and obligations under this Agreement at its sole discretion, provided that any outstanding Listing Fee made by the Customer shall be duly returned if such assignment or transfer results in termination of this Agreement.

10.3 Entire Agreement

This Agreement constitutes the complete and exclusive statement of the mutual understanding of the Parties and supersedes all prior written or oral agreements or communications relating to the subject matter hereof. All amendments must be in writing and signed by both Parties.

10.4 Relationship of the Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. The Customer has no authority to bind the Company in any respect.

10.5 Compliance with Sanctions

The Company shall not be required to perform any obligation under this Agreement if such performance would violate, or expose the Company to punitive measures under, sanctions, trade embargoes, or other restrictive measures imposed by the United Nations, the European Union, the United States, the United Kingdom, Singapore, Canada, Switzerland, or any applicable jurisdiction. In such case, this Agreement shall terminate immediately, and all past, present, or future payment obligations shall cease.

10.6 Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and executed by duly authorized representatives of both Parties.

11. NOTICE

11.1 Form of Notice

All notices, requests, demands, or other communications required or permitted under this Agreement shall be made in writing and shall be deemed duly given when sent by email to the authorized representatives of each Party at the addresses specified below.

11.2 Company Contact

Upbit (Company)
Email: listing_sg@upbit.com

11.3 Customer Contact

ETHERLAND TECHNOLOGIES LDA (Customer)
Email: alexis@etherland.world

11.4 Effectiveness

Notices shall be effective on the date of transmission, provided that the sender does not receive an automatic failure-of-delivery message.

12. THIRD PARTY RIGHTS

12.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (or any equivalent law in any jurisdiction) to enforce any term of this Agreement.

12.2 This Agreement may be rescinded, amended, or terminated by the Parties without the consent of any third party.

13. GOVERNING LAW

13.1 This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with the laws of England and Wales, without regard to conflict of laws principles.

13.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, including its subject matter and formation.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written below.

On behalf of Upbit (Company):

Name: **Kyoungsuk Oh**
Title: CEO Dunamu Inc
Date: 10/02/2026

On behalf of ETHERLAND TECHNOLOGIES LDA (Customer):

_____

Name:
Title:
Date:

EXHIBIT A – STATEMENT OF SERVICES AND LISTING FEE

1. Services

1.1 Integrate the ELAND (v2) token with the Upbit Platform, enabling users to deposit and withdraw the token.

1.2 Admit the token for trading on the Upbit Platform under the market pair ELAND/USDT.

1.3 Provide reasonable technical support for token integration and launch coordination, in line with the Company's standard practices.

1.4 Provide marketing exposure for the ELAND listing through the Company's official communication channels, subject to internal scheduling and policy.

1.5 Provide internal market making support for one (1) month following the commencement of trading, subject to the Company's operational readiness and standard controls.

2. Listing Fee

2.1 As a condition to scheduling and listing, the Customer shall transfer the Listing Fee of USDT 50,000 in one (1) payment.

2.2 The Listing Fee shall be transferred directly to the designated deposit address specified in this Agreement:

USDT – (ERC20/BEP20): **0xfF93f9D8829724fb527D5A6930C42701baF42d5c**

2.3 Except as expressly agreed in writing by the Company, the Listing Fee is non-refundable once paid.

3. Market Making and Liquidity

3.1 Internal market making for the first month post-listing is included as described in Section 6 and this Exhibit A.

3.2 Any liquidity provisioning requirements, market making parameters, or additional services beyond the included first month (if any) may be addressed in a separate MM Agreement or written addendum to be provided after execution of this Agreement.

EXHIBIT B – SERVICE LEVEL TERMS

1. Service Availability

1.1 The Company shall use commercially reasonable efforts to ensure that the Upbit Platform remains available for trading of ELAND (v2) on a continuous basis, subject to scheduled maintenance, blockchain network conditions, or force majeure events as described in Section 5 of this Agreement.

1.2 The Customer acknowledges that service interruptions may occur from time to time due to factors beyond the Company's reasonable control, including but not limited to blockchain congestion, third-party service outages, or technical failures.

2. Technical Support

2.1 The Company shall provide the Customer with reasonable technical support in connection with the listing, including but not limited to: integration of the ELAND smart contract (token standard and chain to be confirmed by the Customer prior to integration); enabling deposits

and withdrawals of ELAND on the Platform; monitoring of token performance during and after launch.
2.2 Technical support will be provided in accordance with the Company's standard practices and business hours. Urgent integration or trading issues will be prioritized.

3. Listing and Trading Window
Subject to completion of the Listing Fee transfer, confirmation of any agreed liquidity arrangements (if applicable), and completion of all admissibility, KYC, and compliance checks, and subject to internal scheduling, market conditions, and operational readiness, the Company shall use commercially reasonable efforts to enable trading of ELAND on the Upbit Platform under the initial market pair ELAND/USDT within five (5) Business Days of final confirmation.
3.2 The official listing date shall be determined by the Company in consultation with the Customer and will be communicated via the Company's official channels.

4. Downtime and Communication
4.1 The Company will notify the Customer in advance, where reasonably possible, of any downtime, suspension, or maintenance that may affect ELAND trading or token operations on the Upbit Platform.
4.2 The Customer acknowledges that no refunds or credits shall be provided for temporary interruptions, provided that the Company uses reasonable efforts to restore services promptly.

EXHIBIT C – DEFINITIONS

"Agreement" means this Services Agreement and Terms of Business, including all Exhibits attached hereto, as may be amended from time to time in accordance with Section 10.

"Business Day" means any day when banks are generally open for business in South Korea, excluding Saturdays, Sundays, and public holidays.

"Effective Date" means the date of execution of this Agreement by the last Party to sign.

"Listing Fee" means the listing fee of USDT 50,000 transferred by the Customer to the Company pursuant to Section 6 and Exhibit A, as described in Section 6.

"Project" means the blockchain project operated by the Customer and associated with the ELAND Token and ecosystem, as described on the official website https://etherland.tech (or other website notified to the Company).

"Services" means the integration of the ELAND Token with the Upbit Platform, enabling deposits, withdrawals, and trading, as further detailed in Exhibit A.

"Token" or "ELAND" means the token deployed on the applicable blockchain (v2), used as a utility and transactional token within the ELAND ecosystem.

“Upbit Platform” means the cryptocurrency exchange operated by the Company under the domain www.upbit.com, as well as associated applications available on Android and iOS.

“Website” means the official website of the Customer’s Project, located at https://etherland.tech.