

Daty.ai 7-Year Pool Reward Schedule

Schedule to the Daty.ai Corporate License Agreement

Version 1.1 | September 2026

Effective date: 10 September 2026

COMMERCIAL PURPOSE

This Schedule defines the long-term commercial Pool Reward attached to eligible Daty.ai Licenses. It implements the model described in the Daty.ai Investment Teaser: a global pool funded with 5% of Daty.ai total net revenues, distributed pro rata across a fixed maximum supply of 270,000 eligible Licenses for a 7-year participation period. It is separate from the 30% first-12-month customer revenue commission.

1. Relationship to Corporate License Agreement

This Schedule forms part of the Daty.ai Corporate License Agreement when expressly incorporated into a Corporate License Order. Capitalized terms not defined here have the meaning given in that Agreement.

If this Schedule conflicts with the Corporate License Agreement on a Pool Reward matter, this Schedule controls solely for that Pool Reward matter, unless a signed transaction-specific amendment expressly provides otherwise.

2. Core Pool Economics

IMPORTANT RISK NOTICE - The 5% Pool is a contractual revenue-allocation formula, not a 5% return on the License purchase price and not a guaranteed yield. Pool Rewards depend on actual qualifying Daty.ai Total Net Revenue and applicable eligibility rules and may be lower than illustrated or zero. The seven-year Pool Term defines a participation period only; it does not guarantee seven years of payments, recovery of the License purchase price, resale liquidity or any minimum financial outcome.

Element	Definitive commercial rule
Pool funding	5% of Daty.ai Total Net Revenue attributable to the applicable Pool Period.
Maximum eligible License supply	270,000 Licenses. This is the maximum denominator and may not be increased for this Pool without an express amendment accepted in accordance with the definitive legal documentation.
Distribution basis	Pro rata per eligible Pool Participation Unit / eligible License.
Participation duration	7 years under the Pool Term rules below.
Geographic scope	Daty.ai platform revenue globally, subject to lawful jurisdictional exclusions and the definitive Net Revenue definition.
Separate 12-month commission	The Pool Reward is additional to, and calculated independently from, the 30% commission on Qualifying Net Revenue generated by the activated end-customer relationship during the first 12 months after activation.

Element	Definitive commercial rule
Return status	Variable commercial reward only; no guaranteed distribution, yield, principal repayment, appreciation or minimum return.

3. Definitions

Term	Definition
Daty.ai Total Net Revenue	Gross revenue actually recognized by the designated Daty.ai operating/licensing entity from eligible Daty.ai platform products and services, less the deductions in Section 4.
Pool Funding Amount	$5\% \times \text{Daty.ai Total Net Revenue}$ for the relevant Distribution Period.
Eligible License	A genuine Daty.ai License validly issued within the fixed maximum supply, paid for, not cancelled/refunded/voided, and satisfying the eligibility rules of this Schedule.
Pool Participation Unit	One unit assigned to one Eligible License for pro-rata Pool calculation, unless a signed Product Specification expressly states otherwise.
Eligible Units	The number of Pool Participation Units entitled to the relevant Distribution Period.
Distribution Period	The accounting period for which Pool Funding Amount and Eligible Units are measured.
Pool Reward	The amount allocated to an Eligible License/Unit from the Pool Funding Amount.
Pool Term	The seven-year period applicable under Section 7.
Pool Beneficiary	The person or legal entity recorded in the Daty.ai Pool ledger as entitled to the Pool Reward for the relevant License.

4. Total Net Revenue - Calculation Basis

For Pool purposes, Daty.ai Total Net Revenue shall be calculated consistently from the designated entity's accounting records. Unless the final finance policy expressly provides otherwise, the following are deducted/excluded before the 5% Pool is calculated:

- VAT, sales tax and similar transaction taxes collected for authorities;
- refunds, withdrawals, credits and chargebacks;
- fraudulent, reversed, uncollected or written-off transactions;
- promotional credits and discounts that reduce recognized revenue;
- pass-through amounts collected solely for third parties where they are not Daty.ai revenue;

- other accounting deductions expressly identified in the approved Net Revenue Policy.

CONTROL RULE

The definition of Total Net Revenue must be the same in Finance, the Pool ledger, management reporting and participant statements. Changes may operate prospectively but must not be used selectively to alter a completed Distribution Period.

5. Pool Formula

For each Distribution Period:

$\text{POOL FUNDING AMOUNT} = 5\% \times \text{DATY.AI TOTAL NET REVENUE}$

$\text{POOL REWARD PER ELIGIBLE UNIT} = \text{POOL FUNDING AMOUNT} \div \text{ELIGIBLE UNITS FOR THE DISTRIBUTION PERIOD}$

$\text{PARTICIPANT POOL REWARD} = \text{REWARD PER ELIGIBLE UNIT} \times \text{PARTICIPANT'S ELIGIBLE UNITS}$

The formula is based on actual qualifying commercial revenue. No forecast ARPU, user count, valuation, exit event or projected growth is used to determine an actual payable Pool Reward.

6. Fixed Cap and Denominator

The program has a fixed maximum supply of 270,000 Pool-eligible Daty.ai Licenses. The fixed cap protects against discretionary creation of additional Pool-eligible Licenses above that number under this Schedule.

For actual distributions, the denominator should be the number of Eligible Units entitled to that Distribution Period, not automatically 270,000, unless the definitive program intentionally allocates every one of the 270,000 units from inception.

7. Seven-Year Pool Term

Each Eligible License participates in the Pool for seven years beginning on its recorded Activation Date. The Pool Term ends on the seventh anniversary of that Activation Date.

8. Distribution Frequency and Payment

Pool Rewards shall be calculated quarterly, after quarter-end closing and validation.

Step	Timing / rule
Quarter closes	Calendar quarter end.
Finance close	Daty.ai determines Total Net Revenue and Pool Funding Amount.
Validation	Eligible Units, refunds, reversals, ownership and compliance status are validated.
Statement	Pool statement made available to Pool Beneficiary.

Step	Timing / rule
Payment	After validation and subject to applicable tax/KYC/KYB/payment requirements.
Year-end true-up	Permitted for accounting corrections, refunds, audit adjustments and revenue recognition corrections.

Pool Rewards shall be paid within [insert number] days after the end of the relevant calendar quarter, subject to validation and applicable payment requirements.

9. Beneficiary After Resale / Activation

The Pool right must never be duplicated. For each License there can be only one Pool Beneficiary for a given Distribution Period.

The corporate License purchaser/reseller retains the 7-year Pool Reward right associated with the License after the License is sold/resold to and activated by the end customer, unless the applicable Corporate License Order expressly assigns that Pool right to another party. The end customer receives the Daty.ai product entitlement; the reseller retains the contractual commercial Pool participation.

10. Eligibility

A License is eligible for a Distribution Period only if:

- it was validly issued within the 270,000 maximum supply;
- the applicable purchase price was paid and not refunded or reversed;
- it has entered its Pool Term under Section 7;
- it has not expired, been cancelled, voided for fraud or otherwise lost eligibility under definitive terms;
- the Pool Beneficiary is identifiable in the official ledger and satisfies applicable payment, tax and compliance requirements.

A temporary payout hold for KYC/KYB, sanctions, tax documentation or fraud review does not necessarily extinguish a valid underlying entitlement; the amount may remain held pending resolution, subject to law and the definitive terms.

11. Relationship to the 30% First-Year Commission

The two commercial mechanisms are separate:

Mechanism	Economic basis	Duration
License Resale / Customer Revenue Commission	30% of Qualifying Net Revenue generated by the activated end-customer relationship.	First 12 months after that License's Activation Date.
Global Pool Reward	Pro-rata share of a Pool funded with 5% of Daty.ai Total Net Revenue globally.	7-year Pool Term for the Eligible License.

A License may therefore generate both mechanisms during its first 12 months if all conditions are satisfied. After month 12, the 30% customer revenue commission ends, while the Pool Reward may continue for the remainder of the applicable 7-year Pool Term.

12. Illustrative Economics - Not a Promise

The Investment Teaser uses operating assumptions of €30 monthly ARPU, €360 annual revenue per active user, a 5% global net-revenue Pool, a fixed cap of 270,000 Licenses, a seven-year payout period and a linear ramp to the Year-7 user target. These assumptions are scenario inputs, not contractual promises.

Illustrative Year-7 users	Teaser first-year payout / License	Teaser 7-year Pool payout / License	Teaser combined / License
250,000	€108.00	€66.67	€174.67
500,000	€108.00	€133.33	€241.33
1,000,000	€108.00	€266.67	€374.67
2,000,000	€108.00	€533.33	€641.33
5,000,000	€108.00	€1,333.33	€1,441.33

ILLUSTRATION DISCLAIMER

The table reproduces scenario outputs from the Daty.ai Investment Teaser for consistency only. Actual Pool Rewards are determined exclusively by actual Daty.ai Total Net Revenue, actual Eligible Units and this Schedule. ARPU, user growth, pricing, churn and execution may differ materially.

13. No Guaranteed Return / No Principal Repayment

Purchase of a Daty.ai License does not create a guaranteed financial return. Pool Rewards can be lower than illustrations, zero in a period, or insufficient to recover the License purchase price. The Pool does not create an obligation to repay the License purchase price as principal.

No person may describe the 5% Pool, seven-year period, 270,000 cap or any illustration as a guaranteed yield, fixed interest rate, guaranteed cash-on-cash multiple, capital-protected return or guaranteed passive income.

14. Regulatory and Marketing Controls

The commercial intent is to attach a long-term reward to a genuine product/resale License. However, legal classification depends on substance, rights, marketing, transferability and applicable jurisdiction. A label such as 'license', 'reward' or 'reseller program' does not itself determine regulatory treatment.

- The Licensee and its representatives must not use the terms 'investment', 'investor', 'security', 'dividend', 'interest', 'yield', 'capital protection' or equivalent language in public License sales materials unless ZeeQuest has expressly authorized such use in writing for the relevant jurisdiction.
- Do not promise that License resale, the 30% commission or the Pool will recover the purchase price.
- Do not market historical or illustrative multiples as expected results.
- Compensation must remain connected to the defined commercial rights and actual revenue mechanics.

15. Adjustments, Refunds and Corrections

If revenue used in a prior Pool calculation is later refunded, charged back, reversed or corrected, Daty.ai may make a reasonable true-up in a later Distribution Period. The same applies to errors in Eligible Unit counts or beneficiary attribution.

Material corrections affecting a Pool Beneficiary shall be reflected in the relevant Pool statement.

16. Taxes

Pool Rewards are stated gross unless the applicable statement says otherwise. Each Pool Beneficiary is responsible for its own tax reporting and liabilities, subject to any withholding, reporting or invoicing obligations imposed on the payer by applicable law.

17. Audit Trail and Reporting

For each Distribution Period, the Pool Beneficiary will receive a statement showing the applicable Pool Funding Amount, Eligible Units denominator, per-unit Pool Reward, participant allocation, adjustments, withholding and payment status.

18. Program Changes

Operational rules may be updated prospectively where reasonably necessary for law, tax, accounting, fraud prevention or administration. The core economic rights already granted under an accepted Corporate License Order, especially the stated 5% funding rate, applicable 7-year term and 270,000 maximum cap - shall not be reduced retrospectively except where required by law or expressly agreed by the affected party.

Future License programs may use different economics only if clearly separated by version, product and effective date.

19. Termination / Product Discontinuation

The definitive legal documentation must state how accrued and future Pool rights are treated if the Daty.ai product, relevant entity or License program is discontinued, reorganized, transferred or terminated. This Schedule does not create a guarantee that the platform will operate for seven years.

Where the business or relevant revenue-generating activity is lawfully transferred to a successor, counsel should determine whether and how Pool obligations follow the relevant contractual liabilities.

20. Risk, Commercial Reward & Regulatory Disclaimer

No reliance on marketing materials. Teasers, presentations, projections, examples and verbal statements do not modify the definitive contractual rights. The executed Corporate License Order, Corporate License Agreement, Product Specification and this Schedule, as applicable, prevail.

Adjustments and reversals. Refunds, chargebacks, fraud, accounting corrections, invalid activations, beneficiary corrections and other events permitted by the definitive documentation can reduce or reverse amounts previously accrued or illustrated.

Platform continuity and change risk. Technology, product plans, pricing, market access, payment infrastructure and legal requirements may change. The existence of a seven-year entitlement does not constitute a warranty that the platform or its commercial model will remain unchanged.

Tax and accounting risk. The accounting, VAT, corporate-income-tax, withholding and other tax treatment of License purchases, resale proceeds, commissions and Pool Rewards may vary by jurisdiction and participant. Each participant should obtain its own professional advice.

Regulatory characterization risk. The parties intend a commercial product/reseller arrangement with contractual commercial rewards. Legal and regulatory characterization nevertheless depends on the substance, operation, marketing, transferability and applicable law. Contract labels do not bind regulators, courts or tax authorities.

No resale or liquidity guarantee. There is no guarantee that a License can be sold or resold, that a buyer will exist, when a resale can occur or the price at which a resale may occur.

No equity or governance rights. A Daty.ai License and Pool participation do not, by themselves, confer shares, voting rights, ownership, debt claims or governance rights in Daty.ai, ZeeQuest or an affiliated entity.

Illustrations are not forecasts or promises. ARPU assumptions, user scenarios, per-License payouts, cash-on-cash multiples and other examples are mathematical scenarios only. Actual results can differ materially and may be zero.

30% is not a 30% return on License price. The separate 30% mechanism is a commercial commission calculated on Qualifying Net Revenue generated by the activated end-customer relationship during the first 12 months after activation.

5% is not a 5% yield. The Pool receives 5% of defined Daty.ai Total Net Revenue. It is not 5% of the License purchase price and must not be presented as interest, a fixed return or a guaranteed annual yield.

270,000-License cap is not a value guarantee. The maximum Pool-eligible License supply does not guarantee scarcity value, resale demand, liquidity, price appreciation or any particular per-License Pool Reward.

Seven-year period is not a payment guarantee. A seven-year Pool Term is the maximum contractual participation period under the applicable rules. It does not guarantee a distribution in every quarter or year, nor does it guarantee that Daty.ai will operate unchanged or continuously for seven years.

Revenue and business risk. Distributions depend on actual platform commercialization and revenue. Adoption, active users, pricing, churn, competition, product performance, regulation, operating costs, payment behavior and execution can differ materially from assumptions and projections.

No guaranteed recovery of License purchase price. Resale proceeds, the 30% first-12-month commercial commission and Pool Rewards may collectively be less than the original License purchase price. A participant can suffer an economic loss.

No guaranteed Pool Reward. The 5% funding rate defines the amount allocated to the Pool from qualifying Daty.ai Total Net Revenue; it does not guarantee that any License holder will receive a particular amount in any Distribution Period.

Marketing control: The Licensee and its representatives must not describe the Pool as guaranteed passive income, guaranteed ROI, interest, a dividend, capital protection or a fixed-yield product. Any public use of investment-style terminology requires prior jurisdiction-specific legal approval.

ANNEX A - POOL STATEMENT TEMPLATE

Statement field	Example / value
Pool Beneficiary	[Company / person]
Distribution Period	Q[] YYYY
Eligible Licenses / Units	[]
Daty.ai Total Net Revenue	€[]
Pool funding rate	5%
Pool Funding Amount	€[]
Total Eligible Units	[]
Pool Reward per Unit	€[]
Gross Pool Reward	€[]
Adjustments / true-ups	€[]
Withholding / tax, if applicable	€[]
Net amount payable	€[]
Payment status	Pending / Approved / Paid / Held
Schedule version	v[]

ANNEX B - FINANCE CALCULATION EXAMPLE

Illustrative mechanics only:

Input	Illustration
Quarterly Daty.ai Total Net Revenue	€10,000,000
5% Pool Funding Amount	€500,000
Eligible Units in quarter	200,000
Pool Reward per Eligible Unit	€2.50
Beneficiary with 1,000 Eligible Units	€2,500 gross Pool Reward

If all 270,000 maximum units were eligible in the same example, the per-unit amount would instead be approximately €1.85185. The applicable denominator materially affects the Pool Reward per Eligible Unit and is determined in accordance with Section 6.