

CONFIDENTIAL SUBSCRIPTION AGREEMENT

Between Metacity "Company" and the "investors". Participation as an investor in the project is subject to the terms of this agreement and the DESCRIPTION AND RIGHTS OF THE NFT. The purchase, possession, or transaction of our NFTs implies acceptance of the terms described herein.

THE PARTIES

Metacity Colombia S.A.S., a company identified with Nit.901.868.704-0 legally constituted, is a company dedicated to the tokenization and commercialization of real-world assets in the form of NFTs. Through legally backed relationships, it has acquired the rights to commercialize and tokenize the properties made available to investors in this Marketplace.

Investor

Any natural or legal person who has acquired NFTs issued by Metacity.

DESCRIPTION

NFTs

NFTs or non-fungible tokens are cryptographic tokens developed using blockchain technology that represent unique, limited, and verifiable digital assets. Each NFT contains unique identification codes that distinguish them from each other. The purchaser of the NFT may transfer, assign, or distribute their rights to another to obtain returns on them, whether with temporal or territorial limitations or not. Regarding this agreement, NFTs represent a portion of a real estate asset and the usufruct of what its operation generates, including its rents.

AGREEMENTS

- 1. Investment Amount:** Each NFT has a price, and the investment amount equals the acquisition value of each NFT that the Investor decides to purchase. The NFTs will be considered issued to the Investor from the date Metacity accepts this purchase and will not be subject to rescission under applicable law by the Investor.
- 2. Returns:** The owner or holder will be paid the yield generated by the operation of the real estate asset proportional to the NFT's participation in it, with the frequency described in each NFT. This payment will be made directly to the digital wallet that is registered and holds the NFT.
- 3. Duration:** The term is governed by the possession of the NFT and the terms of each NFT.
- 4. Rights:** The NFT owner will have their right of possession and, as such, their sale to third parties with the due assignment of all rights. Likewise, the owner will have the right to usufruct with the periodicity defined by each NFT of the profitability or payments corresponding to each one.
- 5. Confidentiality:** The parties agree to keep this Agreement, its terms and conditions, the communications sent on the occasion of this Agreement, and the negotiation of the final terms confidential. The parties agree not to disclose or use, unless otherwise agreed in writing by the parties, all or part of any information or data obtained or to be obtained in connection with this

Agreement. The provisions of this section will not be violated if any information subject to it: (i) was or is public domain, or was made public without any action or omission by the receiving party; (ii) was in the legitimate possession of the receiving party before being disclosed; (iii) is known or was acquired by the receiving party through persons who have not had, directly or indirectly, knowledge or access to its confidentiality; and/or (iv) is disclosed and/or divulged in development or by mandate of a legal norm, or legitimate judicial or administrative order; in this case, the party obliged to disclose and/or divulge the information must immediately notify the other party once it becomes aware of this legal, judicial, or administrative obligation, so that it can take the necessary measures to protect its confidential information and take the necessary actions to mitigate the effects of the disclosure and/or divulgence of such information.

6. Dispute Resolution: Any dispute or difference related to this Agreement, except for the executive collection of obligations, will be resolved either through an alternative conflict resolution center or, if not achieved, by an Arbitration Tribunal (the "Tribunal"), in accordance with the provisions of Law 1563 of 2012 and other norms that modify and/or complement it, according to the following rules: (i) The arbitrators will be three (3); (ii) The arbitrators will be appointed by mutual agreement between the parties. The arbitrators who cannot be appointed by mutual agreement will be appointed by the Arbitration Center of the Medellin Chamber of Commerce at the request of either party; (iii) The arbitration will be governed by the provisions of Law 1563 of 2012; (iv) The seat of the Tribunal will be the Arbitration and Conciliation Center of the Medellin Chamber of Commerce; (v) The Tribunal will decide in law.

7. Entire Agreement: This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter and replaces any other prior agreement or understanding related to the same matters.

8. Executive Merit: The Parties declare that this Agreement provides executive merit for the enforcement of the obligations to give and do contain herein.

9. Severability: If any term, provision, covenant, or obligation of this Agreement is deemed invalid, void, ineffective, unenforceable, or unenforceable by a court of competent jurisdiction or other Government Authority, the remaining provisions, covenants, and obligations of this Agreement will remain in full force and effect and will not be considered invalid, void, ineffective, unenforceable, or unenforceable in any way, provided that the economic and legal essence of the transactions contemplated herein is not substantially adversely affected for either party. Upon such a decision by a court of competent jurisdiction or other Government Authority, the parties must negotiate in good faith to amend this Agreement to approximate as closely as possible the original intent of the parties in a manner satisfactory to the parties, so that the transactions contemplated herein are consummated to the greatest extent possible as originally contemplated.

10. NOTIFICATIONS: All notifications, requests, and other communications between the parties will be made in writing and directed to the addresses established for this purpose below, unless a change of address for these purposes is notified in advance in writing.