FRIGO FINANCING

Pro Rata Rights Side Letter

Optional participation right for a designated SAFE investor

FOR DISCUSSION - CONTROLLED TRANSACTION DRAFT This document records the proposed transaction framework for discussion and completion by the Parties. Each Party may obtain independent legal, tax or other professional advice at its discretion.

ITEM	DETAIL
Company	FRIGO SMART SELLING PRODUCTS BY AUTOMATIC VENDING MACHINES L.L.C ("FRIGO")
Investor	[FULL LEGAL NAME] (the "Investor")
Related instrument	The post-money SAFE dated [●] with a purchase amount of AED [●] (the "SAFE")
Effective Date	[DD MONTH YYYY]

In consideration of the Investor entering into the SAFE, FRIGO and the Investor agree as follows.

1. Pro Rata Right

Subject to this letter and applicable law, FRIGO grants the Investor the right to purchase the Investor's Pro Rata Share of the equity interests issued for cash in FRIGO's next bona fide priced equity financing after the SAFE (the "Next Equity Financing"). The right is intended to allow the Investor to maintain, but not increase, its as-converted ownership percentage immediately before that financing.

"Pro Rata Share" means the percentage obtained by dividing the equity interests notionally issuable on conversion of the Investor's SAFE immediately before the Next Equity Financing by FRIGO's fully diluted capitalization immediately before that financing, calculated consistently with the definitive SAFE and excluding double counting.

2. Offer Notice and Exercise

FRIGO shall deliver written notice describing the material terms, expected closing date and maximum allocation available to the Investor. The Investor may exercise by written notice within ten business days after receipt, or such shorter period as the lead financing documents reasonably require, provided the period is not less than five business days. Failure to exercise within the stated period is a waiver for that financing only.

The Investor shall purchase on the same economic terms as the new-money investors, execute the applicable financing and corporate documents, provide requested KYC and source-of-funds materials, and fund in cleared AED or another currency accepted by FRIGO.

3. Excluded Issuances

The right does not apply to: conversion of existing SAFEs or other convertible instruments; equity issued under an approved employee or adviser incentive plan; equity issued as consideration in a bona fide acquisition, strategic commercial arrangement, equipment financing, bank facility or joint venture not primarily intended to raise equity capital; capitalization adjustments; or any issuance excluded by the definitive SAFE or approved financing documents.

4. Allocation and Legal Mechanics

The right is a contractual participation right and does not itself create a current quota interest, voting right or partner status. Any subscription and issuance remain subject to FRIGO's constitutional documents, existing-partner rights, required approvals, notarization, registration, investor eligibility and the requirements of the competent Dubai authority.

If the competent authority or applicable law does not permit the right to be implemented exactly as written, the Parties shall cooperate in good faith to implement the closest lawful economic equivalent without requiring FRIGO or its partners to violate mandatory law.

5. Termination

This letter terminates upon the earliest of: completion of the Next Equity Financing after the Investor is offered its right; conversion or termination of the SAFE if no participation right remains relevant; a liquidity or dissolution event; written waiver by the Investor; material breach by the Investor not cured within ten business days after notice; or written agreement of the Parties.

6. Transfer

The Investor may transfer this letter together with the SAFE to a controlled affiliate or commonly managed investment vehicle, subject to prior written notice, applicable law, KYC approval and the transferee's written assumption of the obligations. Other transfers require FRIGO's prior written consent.

7. Confidentiality and Announcements

This letter and related financing information are Confidential Information under the Parties' NDA. Neither Party shall make a public announcement identifying the other or describing the terms without prior written approval, except where legally required.

8. General

This letter, together with the SAFE and NDA, contains the entire agreement concerning the pro rata right. It may be amended only by a writing signed by FRIGO and the Investor. No waiver is continuing. If a provision is unenforceable, it shall be adjusted only to the minimum extent necessary. Counterparts and legally valid electronic signatures may be used. Notices may be delivered by hand, reputable courier or email to the designated addresses and are effective on confirmed receipt.

9. Governing Law and Jurisdiction

This letter and any non-contractual obligations arising from it are governed by the federal laws of the United Arab Emirates as applied in the Emirate of Dubai. The courts of Dubai have exclusive jurisdiction, subject to any mandatory jurisdictional rule.

DOCUMENT ALIGNMENT This side letter is to be completed consistently with the definitive SAFE, FRIGO partner approvals, the current Memorandum of Association and the applicable quota-issuance or transfer route. Each Party may seek independent professional advice at its discretion.

Signatures

FRIGO SMART SELLING PRODUCTS BY AUTOMATIC VENDING MACHINES L.L.C	**[INVESTOR LEGAL NAME]**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

Company notice email: [●] | *Investor notice email: [●]*