FRIGO FINANCING

Post-Money SAFE Term Sheet

Selected cap-only structure with optional negotiation alternatives

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.

HEADLINE ECONOMICS AED 2,500,000 selected tranche at an AED 25,000,000 post-money valuation cap, implying 10.0% aggregate cap-based ownership on the simplified post-money model before dilution from the next financing.

1. Transaction Overview

TERM	SELECTED POSITION
Issuer	FRIGO SMART SELLING PRODUCTS BY AUTOMATIC VENDING MACHINES L.L.C, an onshore Dubai limited liability company.
Instrument	A UAE-localized agreement for future equity intended to provide a contractual right to future quota interests or an economically equivalent equity interest upon a qualifying conversion event.
Selected tranche	AED 2,500,000, capable of closing on a rolling basis.
Illustrative tickets	Four equal subscriptions of AED 625,000 each; investor names and final allocations remain subject to approval and closing.
Post-money valuation cap	AED 25,000,000.
Selected pricing protection	Valuation-cap only. No discount and no MFN in the selected base instrument.
Full financing program	Up to AED 5,000,000 may be raised under the program. At the same AED 25,000,000 post-money cap, AED 5,000,000 would represent 20.0% aggregate simplified cap-based ownership.
Future ESOP reserve	10.0% fully diluted planning reserve, to be implemented only through valid company approvals and definitive documents.
Interest / maturity	None. The instrument is not intended to accrue interest or have a scheduled maturity date.
Use of funds	Working capital and inventory (30%); FRIGO OS and technology (25%); deployment and site activation (20%); team and operating capacity (15%); contingency and transaction execution (10%).

2. Capitalization Reference

CAPITAL ITEM	REFERENCE
Current legal quota capital	AED 200,000 divided into 200 quota shares of AED 1,000 each.
Current legal holders	Ibrahima Diame: 110 quotas / 55%; Mehdi Khadir: 90 quotas / 45%, according to the current Memorandum of Association.
Selected SAFE ownership	AED 2,500,000 / AED 25,000,000 = 10.0% aggregate simplified post-money ownership. An AED 625,000 ticket equals 2.5% on the same simplified basis.
Illustrative fully diluted result	Founders 80.0%; future ESOP reserve 10.0%; selected SAFE investors 10.0%. Within the founder pool, the current 55:45 relationship produces 44.0% for Ibrahima Diame and 36.0% for Mehdi Khadir.
Contributor arrangements	Contributor registry transfers and related contractual arrangements are presented separately from current legal quota ownership unless and until validly restructured and registered.

3. Conversion Mechanics

Equity financing. If FRIGO completes a bona fide equity financing before termination of the definitive SAFE, the SAFE is expected to convert at the more investor-favorable of: (a) the price paid by new-money investors in that financing; and (b) the price derived from the AED 25,000,000 post-money valuation cap using the capitalization definition agreed in the definitive instrument.

Form of equity. Conversion shall be into quota interests, a new class or category of equity interests, or another legally permissible instrument carrying economics substantially equivalent to the securities issued in the financing, with customary adjustments to reflect the SAFE conversion price. The exact form is subject to UAE law, FRIGO's Memorandum of Association, partner approvals, pre-emption mechanics, notarization, registration and the requirements of the competent Dubai authority.

Execution documents. At conversion, the investor shall execute the financing and corporate documents reasonably required of similarly situated investors, subject to customary limitations on investor representations, warranties, indemnities and drag-along liability.

4. Liquidity and Dissolution Economics

Before conversion, a liquidity event is expected to entitle the investor to the greater of: (a) return of the purchase amount; and (b) the amount payable on an as-converted basis using the valuation-cap economics, in each case from proceeds legally available for distribution. A dissolution event is expected to entitle the investor to return of the purchase amount from legally available proceeds.

The definitive priority is intended to be: junior to creditors and mandatory claims; pari passu with other instruments having equivalent priority; and, for a cash-out amount, senior to distributions on ordinary quota interests. These outcomes remain subject to mandatory UAE insolvency, company and distribution rules.

5. Investor Position Before Conversion

RIGHT / RESTRICTION	POSITION
Voting / management	No voting, management, board or partner rights solely by holding the SAFE before legal conversion.
Information	Quarterly management information may be provided under the NDA and a separate information-rights arrangement, subject to confidentiality, privilege, competition sensitivity and data-protection requirements.
Pro rata	May be granted to designated investors under a separate side letter, allowing participation in the next priced equity financing to maintain the investor's as-converted percentage.
Transfer	Restricted, with customary affiliate-transfer rights subject to notice, KYC, sanctions screening, applicable law and the transferee assuming the instrument obligations.

6. Closing Conditions

Each rolling close is expected to require: approved final documents; authorized company and partner resolutions; satisfactory investor KYC, beneficial-ownership and source-of-funds checks; compliance with applicable offering and transfer restrictions; executed NDA and subscription materials; receipt of cleared funds; and completion of the agreed corporate and execution formalities for the intended conversion pathway.

Any future conversion or issuance of quota interests is additionally subject to the corporate and governmental formalities applicable at that time, including amendment and notarization of constitutional documents and registration in the company and authority records where required.

7. Optional Negotiation Variants

ALTERNATIVE	COMMERCIAL EFFECT
Discount-only SAFE	15% discount to the price in the next equity financing, without a valuation cap, unless the final approval expressly combines protections.
MFN-only SAFE	No cap and no discount at signing; before termination, the investor may elect substantially more favorable economic terms issued under a later comparable future-equity instrument, subject to agreed exclusions.
Priced equity alternative	Illustrative AED 5,000,000 financing at AED 31,250,000 post-money, implying 16.0% new-investor ownership before further dilution.
Two-tranche re-rating	Illustrative AED 2,500,000 at AED 25,000,000 post-money followed by AED 2,500,000 at AED 50,000,000 post-money after milestones, producing 15.0% aggregate investor ownership on the simplified model.

8. Documentation and Deal Process

The transaction set is expected to include the mutual NDA, definitive UAE-localized SAFE, investor schedule, optional pro rata side letter, disclosure schedule, partner resolutions, KYC package, funds-flow memorandum and conversion/closing checklist. The investor-facing financial model and cap table are incorporated only as dated discussion materials and do not override the definitive instrument.

Each Party bears its own costs unless definitive documents provide otherwise. Public announcements require prior written approval except where legally required. The transaction may be completed through multiple closings on substantially consistent terms, subject to allocation and company approval.

9. Legal Status

This term sheet is non-binding and does not create an obligation to issue, purchase or convert any interest, except that confidentiality obligations in an executed NDA and any expressly binding provisions in a signed definitive agreement remain effective. Either Party may discontinue discussions before definitive execution without liability for failing to close.

This term sheet 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. Each Party may obtain independent professional advice concerning the final instrument, offering pathway, corporate approvals and conversion formalities at its discretion.

Acknowledged for Discussion

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

Acknowledgment confirms discussion of the commercial framework only and does not create a binding investment commitment.