

# GRAFCEM FINAL TERMS

## Digital Participation Certificates

### GRFCt (TRWAt Tokenized)

**Date:** [28.06.2026]

**Issuer:** [GRAFCEM]

**Project:** GRAFCEM

**Token / Certificate Name:** GRFCt

**Display Name:** GRFCt (TRWAt Tokenized)

**Category:** Digital Participation Certificates (DPC)

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## 1. Important Notice

These Final Terms describe the key commercial, technical and legal terms of the GRFCt Digital Participation Certificates issued in connection with the GRAFCEM project.

GRFCt Digital Participation Certificates are not ordinary shares of the Issuer and do not represent direct ownership of the Issuer, GRAFCEM or any affiliated company.

GRFCt Certificates provide contractual economic rights only to the extent described in these Final Terms and other official GRAFCEM documentation.

The purchase of GRFCt Certificates involves significant risks. There is no guarantee of profit, liquidity, conversion, repayment, dividends, capital appreciation or successful project development.

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## 2. Project Description

GRAFCEM is a technology project in the construction materials sector, developing graphene-modified cement, concrete mixes and materials for conventional construction and 3D-printed buildings.

The project is based on graphene modifier technology designed to improve the properties of the cement matrix, potentially enabling stronger, more durable and more cost-efficient construction materials.

GRAFCEM's business model may include:

- production of graphene-modified cement;
- production of concrete and construction mixes;
- supply of graphene modifier;
- licensing of technology and material lines;
- partner production lines;
- materials for construction 3D printing;
- road and infrastructure applications.

The first launch market of the project is expected to be Croatia, with potential expansion into the European Union markets.

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### 3. Instrument Description

**Instrument name:** GRFCt Digital Participation Certificate

**Display name:** GRFCt (TRWAt Tokenized)

**Instrument category:** Digital Participation Certificate (DPC)

**Form:** Tokenized digital certificate

**Blockchain / Network:** [Solana]

**Token standard:** [Token 2022]

**Contract address:** [8rxVd2YMAhxs31ZnmjbbN5fcA997rKbJdwxyzDscpAixQ]

**Decimals:** [9]

**Maximum supply:** [10,000,000]

**Accepted payment currency:** [USDT / USDC / EUR / other]

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### 4. Nature of GRFCt Certificates

GRFCt Certificates are digital participation certificates linked to the GRAFCEM project.

Each GRFCt Certificate represents a contractual digital instrument that may provide the holder with certain economic participation rights, subject to these Final Terms, the official GRAFCEM documentation, applicable law and the decisions of the Issuer.

GRFCt Certificates do not provide the holder with:

- automatic shareholder status;
  - direct ownership of shares or equity;
  - voting rights in the Issuer;
  - automatic dividend rights;
  - automatic right to participate in management;
  - guaranteed conversion into shares or equity;
  - guaranteed income or return on investment.
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## 5. Rights of Certificate Holders

Subject to these Final Terms and the official GRAFCEM documentation, a GRFCt Certificate holder may have the following rights:

- 1. Right to hold GRFCt Certificates**  
The holder may hold GRFCt Certificates in a compatible digital wallet.
  - 2. Right to transfer GRFCt Certificates**  
The holder may transfer GRFCt Certificates, provided that such transfer does not violate these Final Terms, applicable law, sanctions rules, investor eligibility requirements or transfer restrictions.
  - 3. Right to contractual economic participation**  
The holder may have contractual economic rights linked to the development of the GRAFCEM project, as determined by the Issuer and described in the official documentation.
  - 4. Right to request conversion**  
The holder may have the right to request conversion of GRFCt Certificates into shares, equity interests or another form of economic participation, only if the relevant conversion conditions are met.
  - 5. Right to receive project information**  
The Issuer may provide holders with periodic project updates, including information about production launch, certification, commercial contracts, expansion and other material project milestones.
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## 6. Conversion Mechanics

GRFCt Certificates may be eligible for conversion only if the conditions established by the Issuer are satisfied.

Conversion may be linked to one or more of the following events:

- successful launch of production;
- completion of certification;
- formation or approval of the relevant legal structure;
- confirmation of investor eligibility;
- corporate approval by the Issuer;
- reaching a defined business, revenue, valuation or project milestone;
- completion of legal and regulatory checks;
- execution of required conversion documents.

The Issuer reserves the right to refuse or postpone conversion if:

- conversion would violate applicable law;
- the holder fails KYC, AML, sanctions or eligibility checks;
- required documentation is incomplete;
- conversion would create regulatory, tax or corporate risks;

- the Issuer has not approved the conversion;
- the legal structure for conversion has not yet been implemented;
- conversion is not practically or legally possible at the relevant time.

Conversion is not automatic and is not guaranteed.

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## **7. Economic Participation**

The economic value of GRFCt Certificates may be linked to the growth and development of the GRAFCEM project.

Potential value drivers may include:

- confirmation of material characteristics through testing;
- certification of GRAFCEM materials;
- launch of production in Croatia;
- first commercial sales;
- contracts with construction companies, developers and concrete producers;
- expansion into EU markets;
- launch of new material lines;
- application of the technology in 3D-printed buildings;
- licensing of the technology;
- development of road and infrastructure applications.

No holder should assume that any of these events will occur. The Issuer does not guarantee any financial return, income, resale value, buyback, dividend, liquidity event or conversion outcome.

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## **8. Use of Proceeds**

Funds received from the sale of GRFCt Certificates may be used for the development of the GRAFCEM project, including:

- research and development;
- laboratory testing;
- certification;
- production line preparation;
- purchase of equipment;
- working capital;
- raw materials;
- legal structuring;
- marketing and business development;
- launch of operations in Croatia;
- preparation for expansion into EU markets.

The allocation of proceeds may be changed by the Issuer depending on business needs, market conditions, regulatory requirements and project development priorities.

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## 9. Transfer Restrictions

GRFCt Certificates may be transferable on the relevant blockchain network, but any transfer must comply with these Final Terms and applicable law.

A transfer may be restricted, rejected or not recognized by the Issuer if:

- the recipient is not an eligible holder;
- the transfer violates sanctions or AML rules;
- the transfer is made to a prohibited jurisdiction;
- the recipient fails verification;
- the transfer violates official GRAFCEM documentation;
- the transfer creates legal, tax or regulatory risk for the Issuer.

The Issuer may require holders and recipients to complete KYC, AML and eligibility checks before recognizing any economic or conversion rights.

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## 10. No Shareholder Rights

GRFCt Certificates do not make the holder a shareholder, member, partner or participant of the Issuer.

Unless and until a valid conversion is completed and formally recognized by the Issuer under applicable law, the holder has no:

- voting rights;
- management rights;
- ownership rights in company assets;
- shareholder rights;
- statutory dividend rights;
- liquidation rights;
- inspection rights;
- corporate governance rights.

Any rights of the holder are contractual and limited to the rights expressly described in the official GRAFCEM documentation.

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## 11. No Guaranteed Liquidity

GRFCt Certificates may not have an active secondary market.

The holder may be unable to sell, transfer or exchange GRFCt Certificates at the desired time, price or at all.

The Issuer does not guarantee:

- listing on any exchange;
  - market liquidity;
  - buyback;
  - minimum price;
  - resale opportunity;
  - market demand;
  - price appreciation.
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## **12. Risk Factors**

Purchasing GRFCt Certificates involves significant risks, including but not limited to:

- technology risk;
- certification risk;
- production risk;
- market adoption risk;
- construction industry risk;
- regulatory risk;
- legal classification risk;
- token and blockchain risk;
- liquidity risk;
- valuation risk;
- project execution risk;
- risk of loss of the entire purchase amount;
- risk that conversion never occurs;
- risk that no economic return is generated.

The GRAFCEM project may fail, be delayed, require additional financing, change its business model or not achieve the expected commercial results.

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## **13. Forward-Looking Statements**

These Final Terms may contain forward-looking statements regarding the GRAFCEM project, including statements about future production, market expansion, certification, technology performance, revenue, valuation, economic effect and capitalization.

Forward-looking statements are based on assumptions, estimates and expectations. Actual results may differ materially.

Nothing in these Final Terms should be interpreted as a guarantee of future performance.

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## 14. Regulatory Status

The regulatory classification of GRFCt Certificates may vary by jurisdiction.

GRFCt Certificates are intended to operate as digital participation certificates providing contractual economic rights. However, depending on the applicable jurisdiction, they may be treated differently by regulators.

Each purchaser is responsible for ensuring that the purchase, holding, transfer and use of GRFCt Certificates is lawful in their jurisdiction.

The Issuer may restrict access to GRFCt Certificates for certain persons, jurisdictions or categories of investors.

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## 15. Investor Eligibility

GRFCt Certificates may only be purchased and held by persons who satisfy the Issuer's eligibility requirements.

The Issuer may require:

- identity verification;
- proof of address;
- source of funds checks;
- sanctions screening;
- investor classification;
- jurisdictional eligibility confirmation;
- acceptance of risk disclosures;
- execution of additional documents.

The Issuer may reject any purchaser at its discretion.

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## 16. Taxes

Each holder is solely responsible for determining and paying any taxes related to the purchase, holding, transfer, sale, conversion or disposal of GRFCt Certificates.

The Issuer does not provide tax advice.

Holders should consult their own tax, legal and financial advisers.

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## **17. Amendments**

The Issuer may amend these Final Terms if necessary for legal, regulatory, technical, commercial or operational reasons.

Material amendments may be published through official GRAFCEM channels.

Continued holding of GRFCt Certificates after publication of amendments may be treated as acceptance of the amended terms, unless otherwise required by applicable law.

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## **18. Official Sources**

Only information published through official GRAFCEM channels should be treated as official.

Official project documents may include:

- GRFCt Final Terms;
- GRFCt Risk Disclosure Policy;
- GRFCt Token Identification Notice;
- GRAFCEM corporate resolutions;
- project updates;
- investor notices.

Information from third parties, social media, unofficial channels or secondary market participants may be inaccurate and should not be relied upon.

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## **19. Governing Law and Dispute Resolution**

These Final Terms shall be governed by the laws of [●].

Any disputes arising out of or in connection with these Final Terms, GRFCt Certificates or the GRAFCEM project shall be resolved by [●], unless otherwise required by applicable law.

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## **20. Acceptance**

By purchasing, holding or transferring GRFCt Certificates, the holder confirms that they:

- have read and understood these Final Terms;
  - accept the risks associated with GRFCt Certificates;
  - understand that GRFCt Certificates are not ordinary shares;
  - understand that no profit, liquidity or conversion is guaranteed;
  - agree to comply with all applicable laws;
  - agree to provide verification documents if requested;
  - understand that the Issuer may refuse recognition of rights if the holder violates these Final Terms.
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## 21. Contact

**Issuer:** [GRAFCEM]

**Website:** [grafcem.com]

**Official token page:** [<https://spot.tokerate.com/?symbol=GRFCt%2FUSDC>]

**Token contract address:** [8rxVd2YMAhxs31Znmjbn5fcA997rKbJdwxyzDscpAixQ]

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## Disclaimer

This document is for informational and contractual structuring purposes only. It does not constitute investment advice, legal advice, tax advice, financial advice, a prospectus, a public securities offering or a guarantee of any financial result.

Potential purchasers should conduct their own due diligence and consult independent legal, tax and financial advisers before purchasing GRFCt Certificates.