

CPPR Token Agreement and Terms and Conditions

- 1. Introduction**
- 1.1.** These CPPR Token Trading Terms and Conditions (“Token Terms”) govern the purchase, sale, holding, and redemption of CPPR tokens (“CPPR” or the “Tokens”) via the Mesh Platform (“Platform”) when a purchaser (the “Token Holder” or “you”) clicks the “Submit Order” or similarly-labeled button, giving effect to the applicable purchase or sale on the Effective Date.
- 1.2.** From the Listing Date, CPPR is tradable in two ways:
 - 1.2.1. Marketplace Spot Trading** – via the Platform, enabling buy or sell transactions executed against available liquidity at the price displayed or confirmed on the Platform at the time of order submission; and
 - 1.2.2. DEX Trading** – via the Platform’s integrated decentralised exchange (“DEX”), enabling the placement of spot and limit orders on the Order Book.
- 1.3.** All CPPR transactions, whether executed through Marketplace Spot Trading or DEX Trading, are subject to these Token Terms, the CPPR Investor Memorandum, and the Mesh Platform Terms and Conditions (together, the “Governing Documents”).
- 1.4.** The Tokens are issued by Metrix Metals (Pty) Ltd (“Metrix Metals”) and are available for purchase and trade on the Mesh Platform, which is owned and operated by Mesh Trade South Africa (Pty) Ltd (“Mesh,” “we,” “us,” or “our”). Metrix Metals is the issuer of CPPR and is responsible for the issuer obligations described in the Investor Memorandum, including the copper-backing arrangements. Mesh operates the Platform and facilitates the buying, selling, holding and redemption of CPPR through the Platform, subject to the Platform T&Cs and these Token Terms.
- 1.5.** By clicking “Submit Order” (or an equivalent acceptance mechanism):
 - 1.5.1.** You confirm that you have read, understood, and agree to these Token Terms;
 - 1.5.2.** You acknowledge and agree to be bound by all relevant policies and other Mesh Platform Terms and Conditions (“Platform T&Cs”) and the CPPR Investor Memorandum (collectively, the “Governing Documents”), each of which is incorporated by reference into these Token Terms; and
 - 1.5.3.** You make the representations, warranties, and declarations set out below.

2. Incorporation by Reference

2.1. You acknowledge that you have read, understood, and agreed to the CPPR Investor Memorandum prior to trading CPPR. It contains key information and risk disclosures regarding CPPR, including its copper-backing, the redemption process, custody/insurance arrangements, and other important disclaimers.

2.2. Your use of the Platform for buying, selling, or redeeming CPPR is also subject to the Mesh Platform Terms and Conditions. Those Platform T&Cs contain, among other things, important provisions on:

2.2.1. KYC (Know-Your-Customer), AML(Anti-Money Laundering), and eligibility requirements;

2.2.2. Your obligations to maintain account security;

2.2.3. Limitations of liability, warranties, and indemnities; and

2.2.4. Acceptable use of the Platform and disclaimers about blockchain technology, among others.

2.3. In the event of a conflict, bear the following in mind:

2.3.1. These Token Terms govern the trading, holding, and redemption of CPPR specifically.

2.3.2. The CPPR Investor Memorandum governs CPPR-specific disclosures, features, risk factors, and redemption procedures.

2.3.3. The Platform T&Cs cover all general usage, account, and platform-wide matters.

3. Definitions

3.1. **CPPR (Token)** – A copper-backed digital token issued by Metrix Metals, representing fractional or full ownership in 1 metric ton LME Grade 9999 Copper, currently vaulted with Union Vault, which may be purchased, held, and traded on the Platform and DEX. Metrix Metals reserves the right to change the vaulting facility without prior notice.

3.2. **Spot Order** – An order to buy or sell CPPR at the best available price on the Platform at the time the order is placed, whether via the Marketplace or DEX order book.

3.3. **Limit Order** – An order to buy or sell CPPR at a specified price or better, which remains on the Order Book until matched or cancelled.

- 3.4. Listing Date** – The date from which CPPR becomes available for trading on the Platform, being 30 April 2026.
- 3.5. Effective Date** – The date and time at which your order to buy or sell CPPR is executed on the Platform, whether via the Marketplace or DEX.
- 3.6. DEX Trade** – A trade in CPPR executed via the CPPR/mZAR trading pair on the Platform’s integrated decentralised exchange (DEX), using the Order Book for spot or limit order matching.
- 3.7. DEX** – A decentralized exchange, being a peer-to-peer marketplace that facilitates the trading of digital assets without an intermediary, as supported by the Platform.
- 3.8. Redemption** – The process by which a Token Holder may convert CPPR for mZAR, in accordance with the Investor Memorandum.
- 3.9. Marketplace Trade** – A trade in CPPR executed via the Asset Detail View on the Platform’s Marketplace, typically at the prevailing market price, with immediate execution. An order placed through the Platform’s Marketplace to buy or sell CPPR at the price displayed or confirmed on the Platform, subject to available liquidity, successful settlement and the applicable fees.
- 3.10. Mesh Account** – The unique account on the Mesh Platform assigned to a person for the purpose of accessing, purchasing, holding, and transferring digital assets such as Tokens via the Mesh Platform, including any associated private keys and wallet functionality managed by Mesh.
- 3.11. mZAR** – The fully collateralised South African Rand (ZAR) stablecoin, always redeemable 1:1 for ZAR. Used within your Mesh Account, mZAR enables seamless storage, transactions, and valuation on the Stellar network.
- 3.12. Order Book** – The real-time electronic list of outstanding buy and sell orders for CPPR on the Platform’s DEX, ranked by price level and time of submission.
- 3.13. Settlement** – The process by which ownership of CPPR is transferred between Platform accounts upon execution of a trade, and the corresponding mZAR or other agreed consideration is delivered to the counterparty.
- 3.14. Trade Execution** – The matching of a buy order with a sell order through the Order Book, resulting in a binding transaction between the two counterparties.
- 3.15. You / Your / Token Holder** – The person (natural or juristic) agreeing to these Token Terms to buy, sell, hold, and redeem CPPR.

Additional capitalized terms have the meanings given them in the Investor Memorandum or the Platform T&Cs.

4. Eligibility, Representations and Warranties

By placing any order to buy, sell, or redeem CPPR, you represent and warrant that:

- 4.1.** You are at least the age of legal majority in your jurisdiction, are otherwise legally eligible, and have full legal capacity and authority to enter into these Token Terms. If you act on behalf of a legal entity, you warrant that you have the requisite legal authority to bind that entity to these Token Terms, including the actions contemplated in clause 1.3 and any ancillary or implied terms incorporated by reference from the Governing Documents.
- 4.2.** You have sufficient knowledge, market awareness, and/or have obtained suitable professional advice to evaluate the risks of trading in CPPR, including price volatility, potential illiquidity, redemption limitations, and technology-related risks. You acknowledge and agree that:
 - 4.2.1.** Neither Mesh nor Metrix Metals provides, or holds itself out as providing, any financial, investment, tax, or legal advice in connection with CPPR or otherwise; and
 - 4.2.2.** Nothing in these Token Terms or in any communications from Mesh or Metrix Metals shall be construed as a recommendation or endorsement of CPPR.
- 4.3.** You are solely responsible for ensuring that your acquisition, holding, trading, or redemption of CPPR complies with all applicable local and international laws, regulations, and requirements, including but not limited to tax reporting and anti-money laundering obligations. You acknowledge that you may incur duties, taxes, or other fees for which you assume full responsibility, and that non-compliance may result in penalties, account restrictions, or termination.
- 4.4.** All information you have provided to Mesh for KYC/AML, investor eligibility, or otherwise is true, complete, and up to date. You warrant that you will promptly, and at least as soon as reasonably possible, update the information supplied to Mesh which is, or has become, inaccurate or outdated. Further to this, you agree that it is a reasonable action by Mesh to terminate your account should the information not be supplied by it, or if the information supplied conflicts with the risk policies of Mesh.

5. CPPR Trading Mechanics

- 5.1.** CPPR will be available for trading on the Mesh Platform from the Listing Date. From the Listing Date, eligible users may acquire or dispose of CPPR through Marketplace Spot

Trading or DEX Trading, subject to the availability of CPPR, available liquidity, successful settlement of funds, and the Governing Documents.

- 5.2.** You must fund your Mesh Account prior to placing an order to buy CPPR. Trades will only be executed once sufficient cleared funds (in mZAR or other supported settlement asset) are available in your account.
- 5.3.** The price displayed on the Platform before order submission may be indicative and may differ from the final execution price due to market movements, spread, fees, liquidity and order book conditions. The final execution price will be the price confirmed through the Platform at the time the relevant Marketplace Trade or DEX Trade is executed.
- 5.4.** The executed price is final.
- 5.5.** All Trades are final on settlement, and the Platform can not intervene, reverse, intermediate or nullify any settled trades.
- 5.6.** Minimum and fractional purchases
 - 5.6.1.** You may trade fractions of CPPR, subject to a minimum order size of R50.00 (or such other minimum as Mesh may determine from time to time in its sole discretion). Mesh may update the minimum order size without prior notice, having regard to operational, financial, or other factors.
 - 5.6.2.** Fractional CPPR holdings may be traded or transferred as per the Governing Documents.
- 5.7.** Pricing Methodology
 - 5.7.1.** For Marketplace Spot Trading, the indicative price displayed to you reflects:
 - 5.7.1.1.** The prevailing copper spot rate;
 - 5.7.1.2.** A spread above spot (covering sourcing, operations, and trading margins); and
 - 5.7.1.3.** Vaulting and insurance fees (covering an initial 12-month period).
 - 5.7.1.4.** Value-added Tax (VAT), where applicable; and
 - 5.7.1.5.** any other Platform or transaction fees disclosed before execution.
 - 5.7.2.** For DEX Trading, your order will be matched according to the Platform's Order Book rules at the best available price (Spot Order) or your specified limit price (Limit Order). The copper spot price and spread may fluctuate intraday, and as such, the execution price for Marketplace Spot Trading or DEX orders may differ from the indicative price at the time of order placement.

- 5.8. Upon successful Trade Execution and settlement, the purchased CPPR (or fractions thereof) will be credited to your Mesh Account, and the sold CPPR will be debited accordingly, with proceeds credited in mZAR or other supported settlement assets.
- 5.9. A secondary market for CPPR may arise on a willing-buyer, willing-seller basis. Participation in such a market is at your discretion and is subject to market availability, with no guarantee of liquidity or continued availability of Tokens. All risks disclaimed remain relevant and are accepted by you.
- 5.10. Your initial purchase price includes vaulting and insurance fees for the first 12 months from the Listing Date. Should you hold CPPR beyond that period, you will be subject to renewal of vaulting and insurance fees, as published by Mesh from time to time, and you agree to the fees applicable being withdrawn from your Mesh Account, or future purchases of CPPR or another Token on the Platform.
- 5.11. CPPR transactions are subject to available liquidity and successful settlement. If an order cannot be executed in full, the unfilled portion may be cancelled, remain open, be partially filled, or be released/refunded to your Mesh Account, depending on the order type and the Platform rules applicable to that order.
- 5.12. CPPR may be made available for purchase on the Platform from time to time. Mesh and Metrix Metals do not guarantee that CPPR will always be available for purchase, that any order will be fully executed, or that there will be sufficient liquidity to support a buy, sell or redemption request at any particular time.
- 5.13. CPPR purchases through the Marketplace are executed through the Platform at the price and on the terms confirmed at the time of execution. CPPR purchases through the DEX are executed when matched through the Order Book. There is no separate subscription period, subscription closing date or allocation process unless expressly stated in a separate written offer document.

6. Acknowledgement of Risk

- 6.1. You confirm that you have read and understood the “Risk Disclosures” section of the CPPR Investor Memorandum in its entirety, including but not limited to risks relating to market volatility, potential illiquidity, pricing fluctuations, technology and custody, and the possibility of partial or total loss of the value of your CPPR holdings.
- 6.2. By trading in CPPR, whether via Marketplace Spot Trading or DEX Trading, you expressly accept and agree to these risks as if they were set out in full in these Token Terms.
- 6.3. You further agree that you will not, through any act or omission, cause a risk event to occur in relation to your CPPR holdings or trading activity. Should such an event arise due

to your actions, you agree to hold Mesh and Metrix Metals harmless from any loss, damage, claim, or liability arising therefrom. Any such conduct will constitute a mala fide breach of these Token Terms, entitling Mesh to exercise all rights and remedies available to it at law.

7. Redemption

The following constitutes the guidance to the redemption of your CPPR tokens, namely:

7.1. Redemption for mZAR, available in the fraction of choice.

7.1.1. If you hold a fractional or whole CPPR, you may redeem them for mZAR via the Mesh Platform. The mZAR generated will be deposited into your Mesh Account upon completion of the redemption process.

7.1.2. The final mZAR amount is based on the prevailing CPPR price (including any relevant spreads, fees, or liquidity constraints). Standard transaction fees, spread fees, or platform withdrawal fees will apply.

7.1.3. Upon redemption, the corresponding CPPR token will be burned in accordance with the applicable Governing Documents.

7.2. Mesh and/or Metrix Metals may delay, suspend, or refuse redemption under extraordinary circumstances, including but not limited to force majeure events, regulatory directives, or suspected illicit/fraudulent activity. Any such delay, suspension, or refusal is intended to protect Token Holders and the integrity of the offering. Normal operations would generally continue once the underlying issue is resolved.

7.3. Neither Mesh nor Metrix Metals guarantees an active CPPR market or instant conversions into mZAR or ZAR. Market conditions, regulatory limitations, or operational constraints (such as platform downtime) could delay or hinder your ability to redeem CPPR promptly.

7.4. By submitting a redemption request, you acknowledge the operational, regulatory, and logistical risks involved.

8. Termination

8.1. These Token Terms remain in effect from the Effective Date and for as long as you hold CPPR tokens, subject to earlier termination in accordance with this clause. You may end your participation under these Token Terms by redeeming or otherwise disposing of all CPPR tokens in your Mesh Account and settling any outstanding obligations. Upon

completing such redemption or disposal, you shall no longer be bound by these Token Terms, except for those provisions which, by their nature, survive termination.

- 8.2.** Mesh may, in its sole discretion, terminate or suspend your right to hold, trade, or redeem CPPR if it believes that:
 - 8.2.1.** You have breached any material obligation under these Token Terms or any other of the Governing Documents;
 - 8.2.2.** Your continued holding or trading of CPPR would violate any applicable law or regulation or result in sanctions or penalties on Mesh;
 - 8.2.3.** You are deemed to be using CPPR in a manner that is fraudulent, unlawful, or harms the rights or safety of others; or
 - 8.2.4.** You have otherwise engaged in conduct which Mesh, acting reasonably, considers to be materially adverse to the interests of Mesh, Metrix Metals, or other users.
- 8.3.** Where Mesh exercises its right to terminate or suspend your CPPR holdings, you may be given the opportunity (subject to law and policy) to redeem or dispose of your Tokens. However, if Mesh's action is in response to suspected illegal or sanctionable conduct, redemption or withdrawal may be blocked to comply with law enforcement or regulatory requirements.
- 8.4.** Nothing in this clause limits Mesh's right to pursue any available remedies under South African or other applicable law. Upon termination for any reason, the disclaimers, limitations of liability, and indemnities contained in these Token Terms and the other Governing Documents shall remain effective as to events arising prior to or in connection with termination.

9. Disclaimers and Limitations of Liability

- 9.1.** All disclaimers, exclusions, and limitations of liability set out in the Platform T&Cs and the other Governing Documents are incorporated into, and form an integral part of, these Token Terms as if fully restated herein. By acquiring, holding, or redeeming CPPR, you expressly accept that those provisions apply with full force and effect, subject to the laws of the Republic of South Africa, including but not limited to the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002, and any other applicable legislation or regulations.
- 9.2.** As described in the Investor Memorandum, CPPR is subject to inherent market, liquidity, and operational risks, including but not limited to price volatility, liquidity constraints, counterparty risk, and technology-related disruptions. Mesh makes no representation,

warranty, or guarantee as to the future value of CPPR, the maintenance of any specific price or liquidity level, or the uninterrupted availability of any redemption or trading facility.

- 9.3.** Specifically, you acknowledge that the holding and transfer of CPPR involves the use of distributed ledger technology and other internet-based systems, which may be subject to compromise. Mesh shall not be liable for any loss, theft, unauthorised access, data corruption, or other security incident affecting CPPR, your Mesh Account, or related systems, whether arising from hacking, malware, phishing, denial-of-service attacks, or other cyber events, unless such loss results directly from Mesh's gross negligence or wilful misconduct.
- 9.4.** Mesh shall not be liable for any direct or indirect loss, damage, cost, or expense arising from fluctuations in the global copper price, operational or platform downtime, regulatory restrictions, market suspensions, acts or omissions of third parties, or any other event beyond Mesh's reasonable control.
- 9.5.** Mesh engages third parties, including vault operators, custodians, insurers, payment processors, and shipping providers, to support CPPR operations. Mesh does not guarantee and is not liable for the performance, solvency, or acts or omissions of such third parties, including any delay, failure, or loss of assets in their custody, except to the extent caused directly by Mesh's gross negligence or wilful misconduct. All claims relating to such third-party services must be pursued directly against the relevant provider.
- 9.6.** To the fullest extent permitted by South African or other applicable law, and except in the case of gross negligence, fraud, or wilful misconduct, neither Mesh nor its affiliates, directors, officers, employees, agents, or contractors shall be liable for any direct, indirect, incidental, special, punitive, or consequential loss or damage, including without limitation loss of profits, loss of business opportunity, loss of goodwill, loss of anticipated savings, or loss or corruption of data, arising out of or in connection with the acquisition, holding, redemption, transfer, or other use of CPPR. Where liability cannot be excluded under applicable law, it shall be limited to the maximum extent legally permissible.
- 9.7.** Mesh shall not be liable for any loss, cost, or liability suffered by you arising from any change in law, regulation, exchange control, tax treatment, or regulatory interpretation affecting the legality, valuation, liquidity, redemption, or tradability of CPPR, including any restrictions imposed on your ability to hold, trade, or redeem CPPR, unless such change arises directly from Mesh's breach of applicable law.
- 9.8.** Mesh shall not be liable for any delay, failure, or inability to perform its obligations under these Token Terms caused, directly or indirectly, by events or circumstances beyond its reasonable control, including but not limited to natural disasters, acts of God, fire, flood, pandemic, war, terrorism, sanctions, governmental action or policy change, civil unrest, labour disputes, systemic market disruptions, or interruptions in communications or utility services.

- 9.9.** Mesh does not warrant or guarantee that any redemption request will be processed or completed within any specific timeframe. You acknowledge and accept that operational, market, regulatory, or logistical constraints may cause delays or prevent redemptions, and that such delays do not constitute a breach of these Token Terms.
- 9.10.** In the event of a conflict between any limitation or disclaimer contained in these Token Terms and any equivalent provision in the Platform T&Cs or other Governing Documents, the provision providing the greatest lawful limitation or exclusion of liability shall prevail.
- 9.11.** To the maximum extent permitted by law, Mesh's aggregate liability to you for any claim, loss, or damage arising out of or in connection with these Token Terms, the CPPR tokens, or your use thereof (whether in contract, delict, statute, or otherwise) shall be limited to the total transaction fees paid by you to Mesh in connection with the specific CPPR transaction(s) giving rise to the claim.
- 9.12.** Nothing in these Token Terms shall be construed as excluding or limiting any liability that South African law does not allow to be excluded or limited, including liability for death or personal injury caused by negligence, liability for fraud or fraudulent misrepresentation, or liability arising from breach of a non-excludable statutory duty.

10. General

- 10.1.** These Token Terms, together with the relevant provisions of the Governing Documents, constitute the entire agreement between you and Mesh concerning the subject matter hereof, and supersede any prior or contemporaneous understandings, whether written or oral, relating to such subject matter. In the event of a direct conflict between these Token Terms and the Platform T&Cs, the provision granting Mesh the greater protection, to the extent permissible under the laws of the Republic of South Africa, shall prevail unless expressly stated otherwise.
- 10.2.** If any provision of these Token Terms is determined by a court of competent jurisdiction, or through legislative and/or regulatory change, to be invalid, unenforceable, or unlawful, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be severed to the extent of its invalidity or unenforceability, without affecting the validity or enforceability of the remaining provisions. Where minor adjustments could cure such invalidity or unenforceability, you agree to allow Mesh to vary these Token Terms in accordance with common law principles governing the variation of contracts. This right of variation applies equally to variations sought by either party.
- 10.3.** No failure or delay by Mesh in exercising any right, power, or remedy under these Token Terms shall operate as a waiver thereof. Any waiver by Mesh of any breach of these Token

Terms shall only be effective if in writing and signed by its duly authorised representative, and shall not be construed as a waiver of any subsequent breach.

- 10.4.** These Token Terms are governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising out of or in connection with these Token Terms shall be resolved in accordance with the dispute resolution mechanism specified in the Platform T&Cs, or failing that, in the courts of competent jurisdiction within the Republic of South Africa.
- 10.5.** You shall not assign or transfer any of your rights or obligations under these Token Terms without Mesh's prior written consent. Mesh may assign or transfer its rights and obligations under these Token Terms without your consent.
- 10.6.** Neither party shall be liable for any failure or delay in performing its obligations under these Token Terms if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, governmental orders, war, terrorism, strikes, labour disputes, or internet service provider failures. If such circumstances continue for more than thirty (30) days, either party may terminate these Token Terms immediately upon written notice, without liability, save in respect of any pre-existing obligations.
- 10.7.** Each party designates the address provided on Mesh's Platform or website as its *domicilium citandi et executandi*, consents to electronic notices, must promptly update address details, and acknowledges e-communications satisfy all legal "writing" requirements, provided that adherence to the Platform T&Cs are echoed herein.

11. Final Declaration

- 11.1.** I have read, understood, and accepted these Token Terms and all applicable provisions of the Governing Documents, which are incorporated herein by reference with the same force and effect as if set out in full.
- 11.2.** I acknowledge that I possess sufficient knowledge, experience and understanding to evaluate the merits and risks of acquiring, holding, trading and redeeming CPPR. I recognise that CPPR may not be suitable for all investors and that I have carefully considered my own financial situation, objectives and risk tolerance before acquiring CPPR.
- 11.3.** I have read and understood the risk factors associated with this investment, which may include, but are not limited to: Market Risk, Credit Risk, Liquidity Risk, Interest Rate Risk, Inflation Risk, and Operational Risk.

- 11.4.** I understand that all investments in financial instruments, particularly those of a speculative nature, carry the risk of partial or total loss of my initial investment. There is no guarantee of profit, and historical performance is not indicative of future results.
- 11.5.** I acknowledge that I am solely responsible for ensuring that my trading, as it relates to the Token Terms, complies with all applicable local and international laws, regulations, and requirements, including but not limited to tax reporting and anti-money laundering obligations. I understand that non-compliance may result in penalties or account restrictions at Mesh's sole discretion.
- 11.6.** To the maximum extent permitted by applicable law, the platform and its affiliates disclaim liability for any direct, indirect, incidental, special, or consequential damages, including but not limited to losses resulting from market fluctuations, operational disruptions, or regulatory changes.
- 11.7.** I acknowledge that the platform may, under extraordinary circumstances (events like force majeure, hardship, regulatory interventions, system outages), suspend or limit trading, transfers, or redemptions. Such measures do not constitute a waiver of my investor rights but may affect the timing and manner in which I can transact or withdraw.
- 11.8.** I confirm that all personal, financial, or corporate information I have provided is accurate and truthful. I agree to promptly update any information that becomes outdated or inaccurate and should I not do so, nothing will prohibit Mesh from suspending my Mesh Account on the Platform.
- 11.9.** I confirm that I am legally authorised and of legal age, or otherwise eligible, to enter into this agreement and subsequent actions allowed and governed by the Token Terms. If investing on behalf of an entity, I warrant that I have due authority to bind that entity. I am not a sanctioned individual under the FATF, TFS, or similar lists nor am I related to such a person or entity.
- 11.10.** I understand that any statements or materials from the platform or issuer are for informational purposes only and do not constitute personalised investment advice. I have had the opportunity to obtain independent legal, financial, tax, and other professional advice in relation to my participation in CPPR and either obtained such advice or elected to proceed without it at your own risk.
- 11.11.** I understand that by participating in the CPPR token the terms of these Token Terms and other Governing Documents are binding on me.