
Annex B - Economic Arrangements, Membership Payments, Profit Sharing and Buyout Frameworks

English translation | Version 30 September 2026 | Linked to ByteShares A.M.B.A. Articles of Association dated 27 February 2026

UNOFFICIAL ENGLISH TRANSLATION FOR CONVENIENCE. The Danish Articles of Association and Danish Annexes are authoritative. In the event of any discrepancy, the Danish text prevails.

1. Purpose

This Annex specifies Sections 3, 6, 7, 8 and 11 of the Articles of Association concerning cooperative contributions, membership fees, lifetime upgrades, profit sharing, settlement, buyout frameworks and the economic use of funds.

2. Cooperative contribution, membership fee and maintenance

Membership is established by payment of a cooperative contribution (share), which includes the membership fee for the first year, cf. Section 3 of the Articles of Association.

Continued membership and cooperative status are maintained through timely payment of membership fees.

The Board may determine practical payment routines, reminder periods and administrative procedures provided that they comply with the Articles of Association and applicable law.

3. Membership models and payment

ByteShares may operate monthly, annual and/or lifetime membership, subject to the Articles of Association and approved membership terms.

Payment may be made in DKK and/or EUR and, where lawful and acceptable for audit purposes, in approved digital instruments under guidelines determined by the Board.

Any fees are generally non-refundable unless mandatory law requires otherwise.

4. Activation, Genesis and the VPL/TIB framework

The activation threshold (operational initiation) is 2,500 verified members, cf. Section 6 of the Articles of Association.

Genesis Founding Members are defined across the documents as the first 10,000 verified lifetime members.

The first 2,500 lifetime members form the first part of the Genesis group; a further 7,500 verified lifetime members may be admitted to the Genesis group under the terms set out in the Articles of Association and this Annex.

5. Founder NFT and collective 20% profit pool

The Genesis group (the first 10,000 verified lifetime members) has a collective right to 20% of profits from ByteShares' digital ventures, cf. Section 7 of the Articles of Association.

The arrangement does not alter voting rights in the A.M.B.A. and constitutes a separate collective bonus arrangement.

Technical issuance of the NFT credential, allocation logic, registration and audit trail are further described in Annexes D and E.

6. Settlement principles and cadence

Economic mechanisms, allocation keys and settlement cadence are operationalised in this Annex and by decisions of the General Meeting.

The standard cadence for settlement of the collective profit pool is quarterly (four times per year), unless the General Meeting adopts another cadence.

Amounts may be denominated in JOYY as a reference unit, while payment/settlement may take place in the currency or instrument used by the relevant activity/profit unit (for example JOYY, GROW or another lawful instrument), subject to adopted rules and applicable law.

Settlement must at all times be carried out in a manner compatible with AML/KYC, accounting, audit and applicable law.

7. Use of funds from VPL sales and lifetime upgrades

Capital obtained from the sale of the initial VPL quantity in connection with participation by the first 10,000 members is used for activation, start-up and operation of the ByteShares ecosystem, including the VPLedger Compliance Platform and other prioritised ecosystem modules.

Funds from lifetime upgrades (including payment in DKK/EUR for 1,100 VPL used as payment medium for the lifetime upgrade and receipt of an NFT-based credential) are used for operational launch and introduction of prioritised modules, including UCityX, FILDEX, SmartCoin Factory, RWA tools and relevant e-money/licensing tracks, cf. Section 8 of the Articles of Association and the Board-approved plan.

The above wording is to be understood as financing the broader ByteShares ecosystem rollout, in which the VPLedger Compliance Platform is a central, but not the only, component.

8. Supplementary VPL supply and market access

For the first 10 years, VPLedger Group (CEO Ronny Boesing) supplies the supplementary VPL required for issuance of new TIB, cf. Section 8 of the Articles of Association.

If the total amount of VPL has been exhausted, TIB and/or JOYY may be acquired at market price through FILDEX or equivalent market solutions.

9. Buyout option and transfer frameworks

After expiry of a minimum period and on terms set out in annexes and agreements, operation and ownership of the VPLedger Compliance Platform and therefore also the company behind VPLedger Group may be transferred to ByteShares A.M.B.A. at a fixed, pre-agreed price (buyout option), cf. Section 8 of the Articles of Association.

If external investors or contractual parties have rights linked to the platform, they must be informed and offered a prior buyout in accordance with their contractual terms.

In the event of dissolution within the agreed period, Sections 8 and 18 of the Articles of Association concerning reversion apply unless law or binding agreements provide otherwise.

10. Distributions, reserves and documentation

A share of annual profits may, following a General Meeting decision, be allocated to reserves, pension/welfare pools, innovation and development, cf. Section 11 of the Articles of Association.

The Board must ensure that settlements, distributions and reserve movements are documented, traceable and audit-supported.

11. Interpretation and order of precedence

In the event of conflict between this Annex and the Articles of Association, the Articles of Association prevail unless mandatory law provides otherwise.