



FRESH FIELD

Investment NFT Terms & Conditions

Last Updated: January 26, 2026

1. INTRODUCTION

These Terms and Conditions govern the purchase and ownership of Fresh Field Investment Non-Fungible Tokens ("Investment NFTs"). By purchasing an Investment NFT, you agree to be bound by these terms.

2. DEFINITIONS

"Investment NFT": A non-fungible token representing ownership of specific agricultural assets and rights to income distributions.

"Production Assets": The livestock (hens and/or cows) associated with each Investment NFT tier.

"Phase 2 Royalties": The 8% share of Production NFT sales distributed among all 185 Investment NFT holders.

3. INVESTMENT NFT STRUCTURE

3.1 Four Tier Structure

Investment NFTs are available in four tiers with varying investment amounts, production assets, and profit-sharing percentages:

- Tier 1: \$20,000 (20 NFTs available)
- Tier 2: \$10,000 (25 NFTs available)
- Tier 3: \$5,000 (40 NFTs available)
- Tier 4: \$1,259 (100 NFTs available)

3.2 Income Rights

Each Investment NFT confers two distinct income rights:



A. Monthly Production Income: Graduated profit sharing (25-50% depending on tier) from the revenue generated by the holder's production assets.

B. Phase 2 Royalties: An 8% share of all Production NFT sales in Phase 2, distributed pro-rata among all 185 Investment NFT holders.

4. PAYMENT TERMS

4.1 Monthly Production Income

Monthly production income payments will commence within 90 days of NFT purchase and will be paid on or before the 15th of each month for the prior month's production.

4.2 Phase 2 Royalties

Phase 2 royalties will be paid within 90 days of each Production NFT sale, beginning with the launch of Phase 2 (anticipated Q2 2026). The 8% royalty is calculated on the gross sale price of each Production NFT.

5. OWNERSHIP AND TRANSFERABILITY

5.1 NFT Ownership

Investment NFTs are fully transferable on secondary markets. All income rights transfer with NFT ownership.

5.2 Production Asset Ownership

NFT holders have beneficial ownership of their production assets but not direct physical custody. Fresh Field retains operational control to ensure proper care and management.

6. RISKS AND DISCLAIMERS

6.1 Agricultural Risks

Production income is subject to agricultural risks including but not limited to disease, weather events, feed costs, and market price fluctuations.

6.2 Phase 2 Uncertainty

Phase 2 royalties are dependent on the success of Production NFT sales. There is no guarantee of Phase 2 performance.

6.3 No Equity Interest



Investment NFTs do not represent equity ownership in Fresh Field or any affiliated entity. NFT holders have no voting rights, governance rights, or claims on company assets beyond the specific income rights described herein.

6.4 Regulatory Risk

Changes in regulations governing NFTs, cryptocurrencies, or agricultural operations could impact the value or functionality of Investment NFTs.

7. ACCREDITED INVESTOR REQUIREMENTS

7.1 United States Investors

U.S. investors must be accredited investors as defined under SEC Regulation D (Rule 501), meeting income (\$200,000 individual or \$300,000 joint) or net worth (\$1,000,000 excluding primary residence) thresholds.

7.2 International Investors

International investors must comply with all applicable laws and regulations in their jurisdiction of residence.

8. TERMINATION AND SUSPENSION

Fresh Field reserves the right to suspend or modify operations in the event of force majeure, including but not limited to natural disasters, war, epidemic, or governmental action. In such events, Fresh Field will make commercially reasonable efforts to protect investor interests.

9. DISPUTE RESOLUTION

9.1 Arbitration

Any disputes arising from these Terms will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

9.2 Governing Law

These Terms are governed by the laws of Costa Rica, without regard to conflict of law principles.

10. MODIFICATIONS



Fresh Field reserves the right to modify these Terms upon 30 days written notice to NFT holders. Continued holding of an Investment NFT after such notice constitutes acceptance of the modified terms.

11. CONTACT INFORMATION

For questions regarding these Terms:

Fresh Field

Email: invest@freshfield.co

Website: <https://freshfield.co>

Telegram: t.me/freshfieldco

BY PURCHASING AN INVESTMENT NFT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.



Fresh Field
Real Farms. Real Yield.