Online Investment Agreement - BlackTransit NM-Fleet Project

Agreement Date: 1st October 2025
Effective Date: Upon Electronic Execution by Both Parties

PARTIES:

1. The Company:

BlackTransit FZCO
31A Street, Samayen Suites 2, 103, Dubai, UAE
("BlackTransit Investment Group")

Background:
A. The Company is engaged in the business of vehicle rental and logistics services ("NM-Fleet") in Dubai, UAE.
B. The Investor wishes to provide capital to The Company for the specific purpose of acquiring and operating fleet vehicles within the NM-Fleet project.
C. This Agreement sets forth the terms under which The Investor will invest funds and receive a return based on the profitability of the allocated fleet asset(s).

2. The Investor:
Investor Full Legal Name: [Investor Name]
Address: [Investor Address]
Email: [Investor Email]
Passport/ID Number: [ID Number]
Investment Amount: USD $[Amount] (Minimum: $5,000)
("The Investor")

IT IS HEREBY AGREED:
1. Investment Purpose & Use of Funds
1.1. Purpose of Investment:
The Investor agrees to provide the Investment Amount to the Company. This capital will be used exclusively for the initial setup and operationalization of vehicles within the NM-Fleet project in Dubai. The primary purpose is to cover the upfront costs required to place a vehicle into service and generate revenue.
1.2. Detailed Allocation of Funds:
The Company shall allocate 100% of the Investment Amount according to the following breakdown:
Down Payment & Vehicle Onboarding (60%): This covers the initial down

payment to the financing bank for vehicle acquisition, as well as all costs to make the car legally operational. This includes:

- Vehicle Registration (RTA Contract + Registration)
- Driver Visa Costs
- RTA Mandatory Training
- Installation of RMS Device
- Other initial administrative fees.

- Marketing & Customer Acquisition (20%): Funds for digital marketing campaigns, partnership development with hotels and OTAs, and brand building activities to ensure high vehicle utilization rates.
- Technology Platform (15%): Investment in enhancing the booking website, developing the customer and driver mobile applications, and implementing the CRM and fleet management system.
- Initial Working Capital (5%): Reserved for operational expenses during the initial revenue-building phase, covering costs before consistent cash flow is established.

1.3. Asset Financing Clarification:
The Investor acknowledges that the vehicles themselves are acquired through a separate bank financing agreement (loan). The Investment Amount detailed in this
clause is not for the outright purchase of the vehicle, but for the essential expenditures listed in section 1.2 that enable the financed vehicle to become a revenue-generating asset for the fund.

2. Asset Allocation & Investor Dashboard

The Investor's capital will be pooled to acquire a specific number of vehicles (e.g., GMC Yukon, Lexus E300, BYD Han). The Investor will be allocated a proportional share in the fleet pool. The Company will provide the Investor with secure online access to a dashboard to view the status and performance of their allocated asset(s).

3. Dividend Distribution

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Frequency: Dividends will be distributed quarterly (every 3 months), commencing after the initial 3-month setup and operationalization period.

Calculation: Dividends are based on the Net Income generated by the Investor's allocated fleet asset(s), as detailed in the financial projections (Exhibit A). The Net Income is calculated after deducting all operational expenses (EMI, Salik, Fuel, Salaries, Maintenance, Company Fees, etc.).

Method: Dividends will be paid in US Dollars (USD) via wire transfer or another mutually agreed method.

4. Term & Exit Strategy

Term: This agreement has a standard term of **two (2) years**.

Early Exit: The Company offers an early exit option after the initial two-year period. The process and valuation for repurchase of the Investor's share will be managed by The Company, as per the hedged sales strategy outlined in the briefing.

End of Term: Upon the term's conclusion, the Investor may choose to reinvest in a new fund, request a payout of their initial capital based on the residual asset value, or exit entirely.

5. Risk Acknowledgement & Company Guarantee

The Investor acknowledges that all investments carry risk, including market demand fluctuations, operational costs, and regulatory changes.
However, as a key incentive, **The Company guarantees the return of the initial investment amount** in the event of unforeseen legal issues or company collapse that prevents the continuation of the NM-Fleet project, subject to the terms of a separate Guarantee Deed.

Early Termination Clause

1. Early Termination Option

The Investor is granted an option to terminate this Agreement early, subject to the
following conditions:

1.1. Minimum Investment Period: This early termination option only becomes available after the Investor has been in the Agreement for a full **twelve (12) months** from the Effective Date.

1.2. Notice Period: The Investor must provide the Company with a written notice of their intent to terminate at least **two (2) months** in advance. This notice period is mandatory.

1.3. Termination Fee: Upon a valid early termination, the Company will refund the
Investor's initial Investment Amount, minus an **Early Termination Fee of fifteen percent (15%)** of the total initial Investment Amount. This fee covers administrative costs, the unwinding of asset allocations, and losses associated with the premature exit.

1.4. Payout: The final payout, calculated as the initial Investment Amount minus the 15% Termination Fee, will be processed within **thirty (30) days** after the two month notice period has concluded. The Investor forfeits any right to dividends or profit shares that have not been formally declared and paid out prior to the termination effective date.

6. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the United Arab Emirates. Any disputes shall be exclusively resolved by the courts of Dubai.

7. Entire Agreement

This document, along with any attached exhibits, constitutes the entire agreement
between the parties and supersedes all prior discussions and understandings.

Investment Renewal & Maturity Payout Clause

1. Investment Renewal & Maturity Process

1.1. Renewal Notification: Upon the approaching maturity of this Agreement, the Company shall notify the Investor in writing no less than **three (3) months** prior to the termination date. This notification will outline the procedures for either renewing (rolling over) the investment or proceeding with the final payout.

1.2. Rollover Process: Should the Investor wish to reinvest ("rollover") their capital
into a subsequent investment vehicle or term with the Company, they must express this intent in writing within the timeframe specified in the renewal notice. The rollover of funds will be subject to a new investment agreement, which will detail the terms, conditions, and projected returns for the new term.

1.3. Maturity Payout: If the Investor chooses not to roll over their investment, the initial Investment Amount, along with any final, declared dividends, will be repaid in full.

This maturity payout will be processed and transferred to the Investor within **two (2) months** following the official termination date of this Agreement. This period is
required for the orderly liquidation of the asset position and completion of all financial reconciliations.**ELECTRONIC ACCEPTANCE AND EXECUTION**
By checking the box below and clicking "I Agree," The Investor acknowledges they have read, understood, and agree to be legally bound by all terms and conditions of this Investment Agreement.**THE COMPANY:**
BlackTransit

Exhibit A: Financial Projections & Vehicle Models

Vehicle Model	Expected ROI (Year 1)	Expected ROI (Year 2)
GMC Yukon Denali XL	60%	120%
Lexus E300 Hybrid	25.2%	50.4%
BYD Han Platinum	28.8%	57.6%

INVESTOR SIGNATURE SECTION (for upload)

Please sign below to confirm your agreement to the terms stated in this document.

Investor Name: ____________________________
Signature: ________________________________
Date: ___________________

After signing, please **upload this document** to the investment portal to complete your submission.