

Terms and Conditions for Data Room Access



Terms and Conditions for Access to Investment Data Room

DEFINITIONS:

"Affiliate" means any entity which directly or indirectly owns or controls, is controlled by, or is under common control with Enterprise Carbon Corp or Client, as the case may be.

"Agreement" means these terms and conditions and any Proposal which was submitted to the Client.

"Controlling," "controlled by," or "under common control with" means either the beneficial or outright ownership of more than fifty (50) percent (%) of (i) the affiliate or business entity itself or (ii) the affiliate's or business entity's shares.

"Client" means the party to which the Proposal is addressed and that has been granted access to the Data Room for investment evaluation purposes.

"Data Room" means the service through which Client's authorized End Users may process, store, reference, and communicate information, documentation, or files to evaluate a potential investment in Enterprise Carbon Corp.

"Enterprise Carbon Corp" means Enterprise Carbon Corp, a corporation registered in Florida, USA, with its principal office located at 114 Treasure Palm Dr., Panama City Beach, FL 32408, US.

"End User(s)" means those employees, professional advisors, contractors, customers, or agents of the Client who have been granted permission to access the Data Room.

"Permitted Use" means accessing the Data Room solely to evaluate the potential for investment in Enterprise Carbon Corp.

DISCLAIMERS AND LIMITATIONS

Disclaimer of Warranties Regarding Data Room Content

The Data Room is provided for informational purposes only to assist potential investors in evaluating a potential investment in Enterprise Carbon Corp. All materials, including but not limited to financial statements, business plans, projections, and any other information (collectively "Information"), are provided "as is" without warranties of any kind, either express or implied.

Enterprise Carbon Corp makes no representation or warranty as to the accuracy, completeness, or reliability of the Information in the Data Room. Nothing in the Data Room shall be construed as legal, financial, tax, or other professional advice, nor shall it be deemed an offer to sell securities or a solicitation of an offer to purchase securities under U.S. or Florida law.

Potential investors are strongly encouraged to conduct their own due diligence and consult independent professional advisors regarding the investment opportunity and any Information contained in the Data Room.

Compliance with U.S. and Florida Law

Enterprise Carbon Corp complies with applicable U.S. federal and Florida state securities and investment laws. Access to the Data Room does not grant the Client any rights to use the Information for purposes other than investment evaluation. The Client agrees not to distribute or disclose any Information from the Data Room to unauthorized third parties.

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Nothing contained herein waives any rights or protections afforded by federal or Florida securities laws, including those under the Securities Act of 1933, the Securities Exchange Act of 1934, or Chapter 517 of the Florida Statutes.

Limitation of Liability

Under no circumstances shall Enterprise Carbon Corp, its Affiliates, officers, directors, employees, or agents be liable for:

- Any loss or damage arising from reliance on the Information provided in the Data Room;
- Any consequential, incidental, or punitive damages, including but not limited to lost profits or revenue; or
- Any errors or omissions in the Information provided.

Enterprise Carbon Corp's total aggregate liability under this Agreement shall not exceed the direct costs associated with Client's access to the Data Room, provided the limitation does not conflict with applicable law.

PERMITTED USE AND RESTRICTIONS

The Client is granted a limited, revocable, non-transferable, and non-exclusive license to access the Data Room solely for the purpose of evaluating a potential investment in Enterprise Carbon Corp. The following restrictions apply:

- **No Unauthorized Use:** The Client shall not use the Data Room or its content for any purpose other than investment evaluation.
 - **No Distribution:** The Client agrees not to share, distribute, or make available any Information in the Data Room to unauthorized third parties without Enterprise Carbon Corp's prior written consent.
 - **No Modification:** The Client shall not modify, duplicate, or create derivative works based on the Information contained in the Data Room.
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REPRESENTATIONS AND WARRANTIES

The Client represents and warrants that:

1. It is authorized to access the Data Room for the purpose of evaluating a potential investment.
 2. It will use the Information solely for investment evaluation and not for competitive or other unauthorized purposes.
 3. It will comply with all applicable laws, including federal and Florida securities laws, while using the Data Room.
 4. It will not upload, post, or introduce any malicious software, viruses, or materials that could disrupt or harm the Data Room or its contents.
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CONFIDENTIALITY

The Client agrees that all Information contained in the Data Room is confidential and proprietary to Enterprise Carbon Corp. The Client shall not disclose or allow access to the Information to anyone other than authorized End Users without prior written consent from Enterprise Carbon Corp.

The Client shall immediately notify Enterprise Carbon Corp of any unauthorized access, use, or disclosure of the Data Room or its Information and take all reasonable steps to mitigate any harm caused by such unauthorized activity.

TERM AND TERMINATION

This Agreement shall remain in effect for as long as the Client is granted access to the Data Room for investment evaluation purposes. Enterprise Carbon Corp reserves the right to terminate the Client's access immediately if:

1. The Client breaches any terms of this Agreement;
2. The Client uses the Information for purposes other than investment evaluation; or
3. The Client fails to comply with applicable laws or regulations.

Upon termination, the Client shall cease using the Data Room, delete all copies of the Information obtained from it, and certify such deletion to Enterprise Carbon Corp in writing.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the State of Florida and applicable federal law. Any disputes arising under or in connection with this Agreement shall be resolved exclusively in the courts located in Bay County, Florida.

FORCE MAJEURE

Enterprise Carbon Corp shall not be liable for any delays or interruptions in access to the Data Room caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, cyberattacks, or technical failures.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Client and Enterprise Carbon Corp regarding access to the Data Room and supersedes all prior agreements or understandings related to this subject matter.

Version: December 2024