CELERO ENERGY

Platform Membership Agreement

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Governed by the laws of England & Wales

Confidential

Platform Membership Agreement

This Platform Membership Agreement (the "Agreement") is entered into between:

Celero Energy	Celero Energy Ltd, a company incorporated in England and Wales (company number: [to be inserted upon incorporation]), whose registered office is at [registered address] ("Celero", "we", "us", or "our"). Until incorporation is complete, this Agreement is executed by Corporación BT, a company incorporated under the laws of Honduras, acting on behalf of Celero Energy Ltd in formation.

The Member	The individual or legal entity registering for a Celero account and accepting these terms ("Member", "you", or "your").

By registering for a Celero account, the Member agrees to be bound by all terms of this Agreement. This Agreement is effective from the date the Member completes registration (the "Effective Date").

1. Definitions

In this Agreement, the following terms have the meanings set out below:

Celero Platform	The online marketplace and associated services operated by Celero at celeroenergy.io, including the project submission portal, investor portal, data rooms, and technical due diligence services.

Celero-Introduced Party	Any counterparty whose details, project information, or identity the Member first became aware of, or with whom the Member first made contact, through or as a result of the Celero Platform or any introduction made by Celero.

Transaction	Any agreement, arrangement, or understanding — whether or not legally binding — between the Member and a Celero-Introduced Party that results in the transfer of equity, provision of debt finance, acquisition of project assets, execution of a power purchase agreement, joint venture arrangement, or any other commercial arrangement of material value in connection with a renewable energy project.

Transaction Value	The total gross value of a Transaction, including the aggregate principal amount of any debt facility, the total equity investment amount, the acquisition price of project assets or company shares, or such other value as the parties agree in writing.

Success Fee	The fee payable to Celero upon the closing of a Transaction, as set out in Clause 5.

Project Packaging Retainer	The fee payable by a Developer Member for project development and packaging services, as set out in Clause 6.
Protected Period	The period of 36 months commencing on the date of the first introduction between the Member and a Celero-Introduced Party.
Developer Member	A Member who has registered on the Celero Platform as a renewable energy project developer.
Investor Member	A Member who has registered on the Celero Platform as an investor, financier, or strategic acquirer.

2. Platform access and registration

1. By completing registration, the Member is granted a non-exclusive, non-transferable licence to access and use the Celero Platform in accordance with this Agreement.

2. The Member warrants that all information provided during registration and at any point during their use of the Platform is accurate, complete, and not misleading.

3. The Member's account is personal to the Member. The Member must not share login credentials or permit any third party to access the Platform using the Member's credentials.

4. Celero reserves the right to suspend or terminate a Member's access at any time if Celero reasonably believes the Member has breached this Agreement, provided inaccurate information, or acted in a manner inconsistent with the purpose of the Platform.

3. Celero's role

1. Celero operates as a marketplace intermediary and technical advisory service. Celero is not a financial adviser, investment adviser, broker, or regulated entity under the Financial Services and Markets Act 2000 or any equivalent legislation in any jurisdiction.

2. Nothing in this Agreement or on the Celero Platform constitutes financial advice, investment advice, or a recommendation to enter into any Transaction.

3. Celero does not guarantee that any Member will find a counterparty, close a Transaction, or receive any particular return on investment.

4. Celero's role is limited to: (a) qualifying and listing projects on the Platform; (b) facilitating introductions between Developer Members and Investor Members; (c) managing data room access and NDA processes; and (d) providing technical due diligence services.

4. Anti-circumvention and exclusivity of introduction

> This clause is the most important commercial protection in this Agreement. It applies to all Members without exception and survives termination of this Agreement.

1. The Member acknowledges that any Celero-Introduced Party constitutes a valuable commercial introduction made by Celero in the course of operating the Platform.

2. Prohibition on circumvention.

(a) The Member must not, during the Protected Period, directly or indirectly enter into, negotiate, facilitate, or assist in any Transaction with a Celero-Introduced Party without Celero's prior written consent, other than through the Celero Platform and subject to the payment of the Success Fee set out in Clause 5.

(b) This prohibition applies regardless of whether: (i) the Member initiated contact with the Celero-Introduced Party outside the Platform; (ii) the Transaction relates to a different project than the one through which the introduction was originally made; (iii) the Member and the Celero-Introduced Party had a pre-existing relationship, unless the Member can demonstrate by clear documentary evidence that such relationship pre-dates the Member's registration on the Celero Platform.

(c) The Member must not engage any agent, intermediary, or affiliate to carry out any act that the Member would itself be prohibited from doing under this Clause 4.

3. Notification obligation.

(a) If the Member enters into discussions with a Celero-Introduced Party that may lead to a Transaction — whether or not facilitated through the Platform — the Member must notify Celero in writing within 5 business days of commencing such discussions.

(b) Failure to notify Celero does not reduce the Member's liability for the Success Fee; it may, at Celero's election, increase the applicable Success Fee by 50% as a penalty for the breach of this notification obligation.

4. Consequences of circumvention.

(a) If the Member enters into a Transaction with a Celero-Introduced Party during the Protected Period without paying the applicable Success Fee, Celero shall be entitled to: (i) the full Success Fee as if the Transaction had been properly notified; (ii) interest on the unpaid Success Fee at 8% per annum above the Bank of England base rate from the date the Transaction closed; and (iii) recovery of all reasonable legal costs incurred in enforcing this Clause.

(b) The Member agrees that the Success Fee represents a genuine pre-estimate of Celero's loss in the event of circumvention and is not a penalty.

5. The obligations in this Clause 4 survive termination or expiry of this Agreement for the full Protected Period from the date of the relevant introduction.

5. Success fee

1. Rate.

(a) The Success Fee payable to Celero upon the closing of any Transaction with a Celero-Introduced Party is 2.5% (two point five per cent) of the Transaction Value, regardless of the structure of the Transaction.

2. Trigger.

(a) The Success Fee becomes due and payable on the date that the definitive Transaction documents are executed by all parties (the "Closing Date"), regardless of when funds are actually transferred or when the Transaction is completed in operational terms.

(b) For staged or phased Transactions, the Success Fee is calculated on the total committed Transaction Value at the time of execution of the binding agreement, not on each individual disbursement.

3. Payment.

(a) The Member shall notify Celero in writing no later than 3 business days after the Closing Date, providing full details of the Transaction Value.

(b) Celero shall issue an invoice within 5 business days of receiving such notification. The Success Fee is payable within 30 days of the invoice date.

(c) All amounts are exclusive of VAT or any equivalent sales tax, which shall be added where applicable.

4. The Member agrees that Celero may, at its election, request reasonable documentation evidencing the Transaction Value, including executed term sheets, financing agreements, share purchase agreements, or equivalent instruments. The Member shall provide such documentation within 10 business days of request.

6. Project Packaging Retainer

1. Developer Members whose projects receive a Celero Score of between 60 and 79 (inclusive) are eligible for the Project Packaging Retainer service, under which Celero will work with the Developer Member to prepare the project for listing on the Platform.

2. The Project Packaging Retainer is priced at $10,000 (ten thousand US dollars) per project, payable in advance prior to the commencement of packaging work.

3. Developer Members whose projects receive a Celero Score of 80 or above are listed on the Platform free of charge. No Project Packaging Retainer applies.

4. The Project Packaging Retainer is non-refundable once packaging work has commenced. If Celero determines, following commencement of work, that the project is not capable of reaching listing standard within a reasonable timeframe, Celero will notify the Developer Member in writing and may, at its discretion, offer a partial refund.

5. Payment of the Project Packaging Retainer does not guarantee listing. Listing remains subject to Celero's qualification review and discretion.

6. The Success Fee under Clause 5 remains payable in full on any Transaction that closes following a listing, regardless of whether a Project Packaging Retainer was paid.

7. Confidentiality

1. Each party agrees to keep confidential all non-public information received from the other party in connection with the Platform ("Confidential Information") and to use such information solely for the purposes of this Agreement.

2. The Member must not disclose any information about other Members, projects listed on the Platform, or any Celero-Introduced Party to any third party without Celero's prior written consent.

3. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party prior to disclosure; (c) is required to be disclosed by law or court order, provided the disclosing party gives the other party prompt prior written notice where lawful to do so.

4. These confidentiality obligations survive termination of this Agreement for a period of 5 years.

8. Data protection

1. Celero processes personal data in accordance with its Privacy Policy, available at celeroenergy.io/privacy. By registering, the Member consents to such processing.

2. The Member warrants that any personal data it shares with Celero in connection with this Agreement has been collected and shared in compliance with applicable data protection laws.

9. Limitation of liability

1. Celero's total aggregate liability to the Member under or in connection with this Agreement shall not exceed the total fees paid by the Member to Celero in the 12 months preceding the event giving rise to the claim.

2. Celero shall not be liable for: (a) loss of profit; (b) loss of revenue; (c) loss of business; (d) loss of anticipated savings; (e) indirect or consequential loss of any kind, even if Celero has been advised of the possibility of such loss.

3. Nothing in this Agreement limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded by law.

10. Term and termination

1. This Agreement commences on the Effective Date and continues until terminated by either party in accordance with this Clause 10.

2. Either party may terminate this Agreement on 30 days' written notice to the other party.

3. Celero may terminate this Agreement immediately on written notice if the Member: (a) materially breaches any term of this Agreement and fails to remedy such breach within 14 days of written notice; (b) becomes insolvent or enters into any insolvency process; or (c) commits any act of fraud or dishonesty in connection with the Platform.

4. Termination does not affect any rights or obligations that have accrued prior to termination, including the obligation to pay any Success Fee on a Transaction that closes during the Protected Period.

5. Clauses 4, 5, 7, 9, and 11 survive termination of this Agreement.

11. Governing law and dispute resolution

1. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

3. Before commencing legal proceedings, the parties agree to attempt to resolve any dispute through good faith negotiation for a period of 30 days from the date one party gives the other written notice of the dispute.

12. General

1. Entire agreement.

(a) This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, and agreements.

2. Amendments.

(a) Celero may amend this Agreement by giving the Member 30 days' written notice. Continued use of the Platform after such notice constitutes acceptance of the amended terms.

3. Assignment.

(a) The Member may not assign or transfer any of its rights or obligations under this Agreement without Celero's prior written consent. Celero may assign this Agreement to any successor entity or in connection with a corporate restructuring.

4. Severance.

(a) If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. The remaining provisions shall continue in full force.

5. Waiver.

(a) No failure or delay by Celero in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

6. Notices.

(a) All notices under this Agreement shall be in writing and sent to the email addresses provided by the parties during registration, or such other address as a party may notify in writing.

Signatures

By signing below, the parties agree to be bound by the terms of this Platform Membership Agreement.

For and on behalf of Celero Energy Ltd (in formation), executed by Corporación BT

Authorised signatory for Celero

Signature:

Full name:

Title:

Date:

For and on behalf of the Member

Authorised signatory

Signature:

Full name:

Company / Organisation:

Date: