

REFUND AGREEMENT

This Refund Agreement dated as of _____, 2026 (this “Agreement”), is by and between _____ (the “Investor”) and [NCE], a [State] [type of entity] (the “Company”).

[WHEREAS, Investor subscribed a membership unit in the Company (the “Interest”) for the total capital contribution of \$[800,000] (the “Capital Contribution”);] and

[WHEREAS, the Investor contributed \$[Dollar Amount] in cash on [Date], and another \$[Dollar Amount] in cash on [Date], with the total cash contributed \$[Dollar Amount] (the “Initial Capital Contribution”);] and

WHEREAS, the Investor intended to subscribe for the Interest with the intent to qualify for participation in the employment-based fifth preference Immigrant Visa Program (the “EB-5 Program”) which is administered by the United States Citizenship and Immigration Service (the “USCIS”); and

[WHEREAS, the Investor’s circumstances have changed and they no longer wish to participate in the EB-5 Program] and

WHEREAS, the Company has agreed to refund of the Investor’s [Initial] Capital Contribution in full, upon the terms and conditions set forth herein; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Subject to the satisfaction of the terms set forth herein, the Company agrees to refund the Investor’s entire initial capital contribution in the Company, which the Company and the Investor agree to be US\$ _____ (the “Refund Amount”) and pay the Refund Amount to the Investor in US dollars using the wire instructions attached hereto as Exhibit A (the “Wire Instructions”).
2. Investor represents and warrants that: (i) the Wire Instructions provided by the Investor on **Exhibit A** are the true and correct wire instructions for payment of the Refund Amount to the Investor. (ii) Accompanying this Agreement is a true and accurate IRS Form W8-BEN for the Investor.
3. Investor acknowledges that the Manager is conditioning the Company’s refund on the release and restrictive covenants set forth herein. Investor accordingly knowingly and voluntarily releases and forever discharges the Company, the Manager and each of their respective subsidiaries, direct and indirect parents, and other affiliates under common control with the Company or the Manager, PRXY Co., Proxy International, PRXY Fund Services and each of their respective officers, directors, managers, partners, employees, agents, successors and assigns of each of the foregoing (collectively, the “Company Released Parties”) from any and all actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, in law or equity, or legally capable of being waived (collectively “Released Claims”), both past and present (through the date of this Agreement) and whether known or unknown, suspected, or claimed by Investor or any of its

successors or assigns against the Company or any Company Released Party (the “Release”).

4. Investor represents that he or she has made no assignment or transfer of any of the Released Claims herein above mentioned or implied.

5. In signing this Agreement, Investor acknowledges and intends that it shall be effective as a bar to each and every one of the Released Claims. Investor expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Released Claims (notwithstanding any state statute that expressly limits the effectiveness of a release of unknown, unsuspected or unanticipated Released Claims), if any, as well as those relating to any other Released Claims herein above mentioned or implied. Investor agrees that he or she shall not, in any forum, assert any Released Claim seeking damages against any of the Company Released Parties. Investor further agrees that in the event he or she should assert any such Released Claim seeking damages against any of the Company Released Parties in violation of this Paragraph 5, this Agreement shall serve as a complete defense to any such Released Claim. Investor further agrees that there does not exist any Released Claim of the type described in or implied by Section 3 hereof and he or she is not aware of any pending or threatened Released Claims of the type described in or implied by Paragraph 3 hereof.

6. Investor agrees that neither this Agreement, nor the furnishing of the consideration for this Agreement, shall be deemed or construed at any time to be an admission by Investor of any improper or unlawful conduct.

7. Investor also agrees that if he or she violates this Agreement by suing any Company Released Party or otherwise pursuing any Released Claims, Investor will pay all costs and expenses of defending against the suit or other claims incurred by the Company Released Parties, including reasonable attorneys’ fees.

8. Investor acknowledges and agrees that Investor may hereafter discover facts different from or in addition to those now known, or believed to be true, regarding the subject matter of this Agreement and further acknowledges and agrees that this Agreement shall remain in full force and effect, notwithstanding the existence of any different or additional facts.

9. Investor agrees that this Agreement is confidential and agrees not to disclose any information regarding the terms of this Agreement, except to any tax, legal or other counsel such Investor has consulted regarding the meaning or effect hereof or as required by law or to enforce this Agreement, and such Investor will instruct each of the foregoing not to disclose the same to anyone.

10. Investor agrees that Investor will not make any false, disparaging or derogatory statement(s) to any media outlet, industry group, current or former Investor, customer of any Company Released Party, or any other person or entity, which is adverse to the interests, products, services or personnel of any Company Released Party or its customers. Notwithstanding the foregoing, nothing in this Agreement will prohibit any person from making truthful statements when required by order of a court or other body having jurisdiction.

11. Investor acknowledges that any breach of Paragraphs 9 or 10, or of the Release will cause Company irreparable harm for which there is no adequate remedy at law and will constitute a

material breach as to which Company may seek all relief available under the law or at equity. Investor further acknowledges that Investor's breach of Paragraphs 9 or 10 or of the Release will cause Company irreparable harm for which there is no adequate remedy at law, and Investor therefore consents to the issuance of an injunction in favor of Company enjoining Investor's breach of Paragraphs 9 or 10 or of the Release by any court of competent jurisdiction. In addition, Investor agrees that Company shall be entitled to recover its reasonable attorneys' fees and litigation expenses incurred if it is the prevailing party in any legal action brought to enforce or for breach of Paragraphs 9 or 10 or of the Release.

12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, rule or regulation, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein. The remedies provided herein are cumulative and not exclusive of any remedies provided by applicable law.

13. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

14. This Agreement and all disputes or controversies arising out of or relating to the Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of [New York] that apply to contracts made and performed entirely within such state.

15. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK. EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 15.

16. BY SIGNING THIS AGREEMENT, INVESTOR REPRESENTS AND AGREES THAT HE OR SHE:

(a) HAS READ THIS AGREEMENT CAREFULLY;

(b) UNDERSTANDS ALL OF ITS TERMS AND KNOWS THAT HE OR SHE IS GIVING UP IMPORTANT RIGHTS;

(c) VOLUNTARILY CONSENTS TO EVERYTHING IN IT;

(d) HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT AND HAS DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, THE UNDERSIGNED HAS CHOSEN NOT TO DO SO OF HIS OR HER OWN VOLITION; AND

(e) HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE THE UNDERSIGNED WITH RESPECT TO IT.

17. The provisions of this Agreement may not be amended, waived, changed or modified except by an instrument in writing signed by the Company and an authorized representative of Investor.

18. This Agreement embodies the entire agreement and understanding among the Company and the Investor with respect to the transactions described herein and supersedes and cancels all prior commitments, agreements and understandings, whether oral or written, relating to the subject matter hereof, except as specifically agreed in writing to the contrary.

Each party has caused this Agreement to be executed as of the date first written above.

INVESTOR:

Print Name: _____

Signature: _____

COMPANY:

[NAME OF COMPANY] LLC

By: _____

EXHIBIT A

Bank Information:

Bank Name: _____

Bank Address: _____

Fed Wire/SWIFT Code: _____

Routing Number: _____

Investor Information (must be the investor's name unless deceased):

Account Number: _____

Account Owner: _____

Address: _____
