

Participation agreement

1. Preamble

This contract is concluded between

Manfred Ritschel, residing at Hauptstr. 6, 85656 Buch am Buchrain

(hereinafter referred to as the "Initiator") and the investor(s)

(hereinafter referred to as the "Investor").

The aim of the agreement is to raise capital through the sale of shares in order to finance the establishment of a company and the development of an innovative trading platform.

The planned company will develop a platform that efficiently connects buyers, suppliers and logistics providers based on artificial intelligence and blockchain technology. The company will be founded as soon as the conditions specified in the contract are met.

2. Shareholding structure

- Sale of shares:

The initiator offers up to 40% of the future company shares in 0.01% increments. If not all 40% are sold, the unsold shares remain with the initiator and can be offered in a later investment round.

- Price per share:

Each 0.01 % share is sold for 1,500 euros.

- Number of shares:

The investor acquires _____ shares

Number of shares in words _____

at a total price of _____Euro.

- Remaining shares:

The remaining 60% of the company shares are held by the initiator, Manfred Ritschel, to ensure the strategic control and long-term orientation of the company.

- Condition:

If the company is not founded, the investor receives the capital invested **less the actual, verifiable start-up costs incurred**, but at least **80 % of the original investment**.

These costs include in particular

- **Notary costs & fees for the formation of a GmbH**
- **Costs for tax consultants and legal advice**
- **Acquisitions and preparatory infrastructure costs** (e.g. office equipment, software licences, domain purchases)

Audit & Transparency:

- **An external tax consultant or auditor** will check and confirm the start-up costs incurred.
- The investor receives a complete, written list of all costs.

Repayment modalities:

- Repayment will be made within **six months** after it has been established that the company was not founded.
- Payment can be made either as a **one-off sum** or in **up to four equal instalments**.

If the start-up costs incurred exceed the amount invested by the investor, **at least 80 % of the original investment** is nevertheless **reimbursed**.

3. Rights and obligations of investors

Co-determination rights only from 5 % of the shares:

The investor has no decision-making authority in the operational business of the company up to a shareholding of 5%. From a shareholding of more than 5 %, the has the right to be involved in strategic decisions, in particular in the case of capital increases, amendments to the articles of association, strategic partnerships or the planning of a company sale.

Dividend entitlement:

The investor entitled to dividends calculated according to his share of the company's profit. However, it should be noted that no profit is targeted in the first four years, as the focus is on the development and expansion of the platform.

Right to information:

The investor receives semi-annual reports on business development, including annual financial statements and strategic updates.

Dispute resolution:

In the event of disagreements, conflicts between the initiator and the investor will initially be resolved by mediation, which must be initiated within 30 days of the conflict becoming known. If no agreement is reached, the dispute will be settled by an arbitration tribunal in accordance with the provisions of the German Arbitration Rules.

4. Repurchase and conditions of sale

Repurchase by the initiator or the company:

- The initiator or the company has the right to buy back shares after 10 years at the earliest.
- The buyback is carried out at a premium of 50 % on the current company value.

Sale by the investor:

- The investor can also sell his shares after 10 years at the earliest.
- The sale is made without additional premium and only to buyers authorised by the company or initiator.
- The aim is to avoid unwanted investors and maintain the stability of the company.

Exit strategy:

In the event of a strategic sale of the company or an IPO, investors are informed of the process and conditions and are entitled to sell their shares on the same terms as the majority shareholders.

5. Rights and obligations of the company/initiator

Transparency obligation:

- The initiator undertakes to communicate fairly and transparently with investors.
- Reports on business development are provided at least every six months.

Responsibility for the company:

- The initiator bears sole responsibility for operational management, strategic decisions and risk management until the company is founded.
- Once the company has been established, it assumes this responsibility in full.

Limitation of liability:

The initiator is only liable for intentional or grossly negligent acts. Personal liability for operational losses of the company is excluded.

6. Exclusions and liability

Disclaimer for investors:

- The investor is not liable for operating losses or liabilities of the company.
- The investor's liability is limited to the amount of his investment.

Exclusion of decision-making powers:

- The investor is excluded from all entrepreneurial decisions, except in the case of significant changes the articles of association or investment planning that directly affect the investors.

Deviating regulation for shareholdings over 5 %:

- From a shareholding of more than 5 %, the investor has an extended right to a say in strategic decisions, as described in section 3.1.

7. Investment planning

The detailed investment plans are contained in Annex A to this agreement and form an integral part of the agreement.

- Changes or adjustments to the investment plan require the written consent of the initiator and the investors.
 - Investors are informed of possible adjustments in good time, particularly if these have a significant impact on the utilisation of funds.
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8. Vesting clauses

The vesting clause ensures that shares reserved for founders or key individuals are gradually released over a certain period of time. This promotes the long-term retention of essential team members and protects the company from potential disruptions caused by premature departures.

Duration:

- The vesting period is four years with a cliff of one year.

Mechanism:

- The shares are initially held in a blocked reserve.
- After the first year (cliff), 25 % of the reserved shares are released from the reserve and transferred to the authorised persons.
- The remaining 75 % of the shares are released from the reserve in equal monthly instalments until the four years have been reached.

Exceptions:

- If a founder or a key person leaves the company before the end of the vesting period, all unacquired shares remain in the reserve and are not transferred.
- In the event of cancellation by the company without good cause, all reserved shares are retained in full.

9. Drag-along and tag-along clauses

Drag-Along (co-sale obligation):

- In the event that the initiator or other majority shareholders sell more than 50% of the company shares, all minority shareholders are obliged to sell their shares at the same conditions.
- The aim to make it easier for the buyer to take over the entire company and to strengthen the company's negotiating power.

Tag-Along (co-sale right):

- If a majority shareholder sells its shares, minority shareholders have the right to sell their shares at the same conditions.
 - The aim is to protect the interests of minority shareholders and offer them the same opportunities as majority shareholders.
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10. Dilution protection

Purpose:

- This clause protects investors from a dilution of their shares in the event of future capital increases or the issue of new company shares.

Mechanism:

- If new shares are issued, existing investors have a preferential right, unless the shares are issued as part of employee participation programmes. However, the total number of such shares may not exceed 5 % of the total company capital in order to control dilution effects.
- The price for the new shares will be offered at the same conditions that apply to the new investors.

Exceptions:

- The protection against dilution does not apply if new shares are issued to enable employee options or strategic partnerships that are necessary for the growth of the company.
- In such cases, the initiator will provide the investors with a justification and the potential benefits for the company.

11. Place of jurisdiction and applicable law

Place of jurisdiction:

- This contract is subject to the law of the Federal Republic of Germany.
- The place of jurisdiction for all disputes arising from this contract is Munich.

Applicable law:

- This contract shall be exclusively by German law.
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12. Final provisions

Contract text:

- Amendments or additions to this contract must be made in writing. This also applies to the amendment of this written form clause.

Severability clause:

- Should a provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace an invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.

Attachments:

- All annexes to this agreement, including the investment plan (Annex A), are an integral part of this agreement.

Contract copies:

- This contract shall be drawn up in two identical copies. Each party shall receive one copy.

13. Data protection

Collection and processing of personal data:

- The initiator collects and processes the investor's personal data solely for the purpose of implementing this contract.

Forwarding of data:

- Personal data will only be passed on to third parties if this is necessary for the fulfilment of the contract or if the investor has expressly consented to this.

Storage duration:

- The data will only be stored for as long as is necessary for the fulfilment of contractual obligations, unless statutory retention obligations provide for longer storage.

Rights of the investor:

- The investor has the right to information, correction, deletion and restriction of the processing of his data as well as the right to data portability. In addition, the initiator guarantees technical measures such as encrypted storage and access controls to ensure the security of the data. Complaints can be addressed to the competent data protection supervisory authority.

14. Contract duration and

amendments Contract duration:

- This agreement comes into force upon signing and remains valid until the shares are sold or repurchased.

Changes:

- Amendments or additions to this contract require the written consent of both parties.
- Each amendment shall be attached as an additional agreement and shall form an integral part of this contract.

15. Terms of payment

Payment details:

- The amount must be transferred to the following account within 7 days:

Manfred Ritschel
IBAN: DE04370190001010679991

- Alternatively, payment can be made via PayPal:

PayPal address: privat@manfred-ritschel.de

Contract preservation:

- If payment is made as part of the "quick investment" via the website, the initiator (later the company) undertakes to send the contract to the investor within 48 hours.

16. Signatures

Signed on _____ in _____:

For the initiator:

Name: RITSCHEL MANFRED

Signature:



For the investor:

Name: _____

Address: _____

Date of birth: _____

Signature:

Attachments

Appendix A: Investment plan