

# Investor agreement of UniFirma UG

for financing round II

with **investment commitment** regarding **UniFirma UG (haftungsbeschränkt)**

*between*

**the company:**

**UniFirma UG** (haftungsbeschränkt)

represented by: Alexander Jochim (Managing Director)

registered in the commercial register of the local court of Traunstein HRB 31942

Registered office of the company: Martin-Moser-Str. 23, 84503 Altötting, Germany

- hereinafter referred to as "**COMPANY**" -

*and*

Mrs / Mr .....

☐ private investor      ☐ semi-professional investor      ☐ Company

Additional name / Organisation / Company .....

Residential or business address: .....

- hereinafter referred to as "**INVESTOR**" -

the following contract is concluded:

## Preamble

UNIFIRMA UG (haftungsbeschränkt) - hereinafter referred to as the COMPANY - is an effectively founded and established entrepreneurial company (haftungsbeschränkt), which is registered in the commercial register of the city of Traunstein with its registered office in Altötting, Germany - and at the time of foundation with share capital of 3,000.00 euros - and after financing round I with share capital of 15,000.00 euros (forthcoming, not yet completed, as of 30 June 2025) - is / was subscribed.

For the further financing of the company's operating business in the area of the main project under the **working title "MIR"**, the company and the investor(s) - hereinafter referred to as INVESTOR - have signed an investor agreement for **unsecured investment without participation** in the Company - totalling **EUR** ..... at the time the agreement was concluded (sum of the investment amount intended at the time of the conclusion of the agreement) - without any obligatory, legally prescribed or voluntary capital reserves.

The nominal amount of the investment is due for payment by the INVESTOR immediately upon signing this agreement and may be increased at a later date within the framework of this agreement.

The INVESTOR(s) shall transfer the investment amount to the account of the company UniFirma UG, IBAN: DE40 1001 8000 0707 3392 37 (Bank: FINOM PAYMENTS) BIC FNOMDEB2 under the name: **Investment**. Proof of payment of the amount is e.g. the bank statement.

## Implementation of this investor agreement

The parties hereby undertake to make all necessary declarations in the required form at all times and without delay and to take all actions necessary to realise the objectives of this agreement and in particular to implement the specific obligations set out in this investor agreement. The parties shall refrain from all actions that could jeopardise the implementation of the obligations and objectives of this Investor Agreement.

The COMPANY intends to use the investments received and capital available for the project as well as funds made available from further investments (as part of the **"2nd Qualified Financing Round"**) immediately and as planned for the necessary measures as part of the realisation of the main **"MIR"** project by 30 September 2025 following the conclusion of this investor agreement. This also applies to all investments that will arrive after 30 September .2025.

In accordance with the share of the investment, investors receive a **20%** share of the excess profit (i.e. after deducting taxes and reserves for the next financial year from the total profit of the financial year), which is determined annually after the start of the project in the form of the MVP (Minimum Viable Product / smallest possible marketable version of the product).

First INVESTORs also receive a share of **5%** in the first 5 years. All details on this and the additional payments to INVESTORs can be found in the binding **"Sales Prospectus"**. Further details can be found in the **"Identification Letter"** document relating to the agreement.

## Term of this agreement

The investor agreement is concluded for an indefinite period and can be extended. Cancellation is excluded, but this does not affect the right to extraordinary cancellation.

## Final provisions

There are no verbal collateral agreements. Amendments or additions to this contract must be made in writing, as must the components - **"Sales Prospectus"** and **"Identification Letter"** - unless a stricter formal requirement applies. This also applies to any waiver of the written form requirement.

Should one or more provisions of this contract prove to be invalid, void or incomplete, the validity of the remaining provisions of the contract shall remain unaffected. The parties shall replace the ineffective or void provision with such a provision or fill the gap in the contract with such a provision - if necessary in the appropriate form - with which the economic purpose pursued by them can best be achieved. If the ineffectiveness or invalidity of a provision is based on a measure of performance or time (deadline or date), a legally permissible measure shall replace the ineffective or invalid performance or time provision.

This agreement is subject to the law of the Federal Republic of Germany. The place of jurisdiction for disputes is, as far as legally permissible, the registered office of the company. The German version of this agreement shall take precedence. By signing this agreement, the INVESTOR declares that he/she is aware of the information in **the enclosed sales prospectus** of the COMPANY pursuant to Section 12 (2) of the German Investment Act (VermAnlG) regarding the risks of acquiring the assets in the proposed projects.

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Place, date

Company: UniFirma UG

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Managing Director: Alexander Jochim

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Place, date

Investor:

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Mrs / Mr:

*Attachments: binding "Sales Prospectus" attached and "Identification Letter" attached later*