








Convertible Loan Agreement – Key Facts

PERFUTURO GROUP Sàrl (*Société à responsabilité limitée*) is a limited liability company with seat in Luxembourg (“Company”). The Company intends to enter into certain convertible loan agreements (“CLA”). The CLA include, in particular, the following terms and conditions:

CLA – Overview Key Facts

Currency	EUR
Interest	6 % p.a.
(Individual) Principal Amount	Loan granted to the Company, excl. accrued Interest
Maturity	31 st December 2026
IPO	IPO on the Frankfurt Stock Exchange is intended.
Loan Conversion	The Lender is entitled and obliged to convert the Principal Amount (but not any Interest accrued thereon) in connection with a Qualified Financing Round.
Qualified Financing Round	next equity financing round in which the Company raises equity capital in form of a cash capital increase and additional cash contributions from any Person(s) in a total amount of not less than EUR 50,000,000 (excluding Conversions under the CLA).
Qualified Discounted Share Price	the Financing Round Share Price multiplied by 0.80, which corresponds to a discount on the Financing Round Share Price of 20%.
Calculation of New Shares	<p>The number of New Shares issued to each Lender in the course of the Capital Increase within a Qualified Financing Round shall be determined using the following formula:</p> $N = P / (D - 1)$ <p>N = Number of New Shares to be issued to the relevant Lender. P = Individual Principal Amount (in EUR) of the respective Lender. D = Qualified Discounted Share Price</p>
Repayment	Unless the Lender is obliged to convert the Principal Amount of its Convertible Loan, the Lender is entitled, at its sole discretion, to request repayment of the Lender's Individual Repayment Amount within 3 (three) months from the Maturity Date.
Subordination	Lender's Claims under the CLA are subordinated. The Lender cannot seek repayment of the Principal Amount, interest, or satisfy Lender's Claims if it would trigger insolvency proceedings for the Borrower; in the event of Borrower's liquidation or insolvency, Lender's Claims are only settled after non-subordinated creditors' claims are fully satisfied.
Conversion Event	Qualified Financing Round prior to the Maturity Date and unless a Liquidity Event (Change of Control or IPO) has occurred by then.

Further Key Terms and Conditions

-  The CLA primarily incorporates standard clauses, such as a confidentiality clause, representations and warranties, clauses regarding approval of shareholders etc.
-  The CLA allows the Company to unilaterally amend it, as long as the changes are minor (e.g., typographical errors or obvious mistakes). If the Company makes such changes, the Lender will be informed before Conversion.
-  The CLA and all associated rights and obligations of the Parties shall be subject to and interpreted in accordance with Luxembourg law.
-  The Company's local court has exclusive jurisdiction over any disputes related to this Agreement, unless otherwise required by law.
-  Place of performance shall be Luxembourg.

Miscellaneous

- This overview has been prepared solely for informational purposes and should not be construed as an offer to invest in or to conclude a convertible loan agreement with PERFUTURO GROUP Sàrl.
- This overview should be read in conjunction with the Convertible Loan Agreement. Capitalized terms, as defined in the Convertible Loan Agreement, should be interpreted in accordance with the Convertible Loan Agreement. The reader of this overview should not rely solely on the information provided herein. All terms and information contained in this overview should be understood within the context of the Convertible Loan Agreement. It is important to note that this overview is not legally binding. In cases of ambiguity, we recommend to seek legal advice. In the event of any discrepancies between the information contained herein and the information contained in the Convertible Loan Agreement, the provisions of the Convertible Loan Agreement shall prevail.
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