

## **TERM SHEET: TROPOS AR**

Dear Investor,

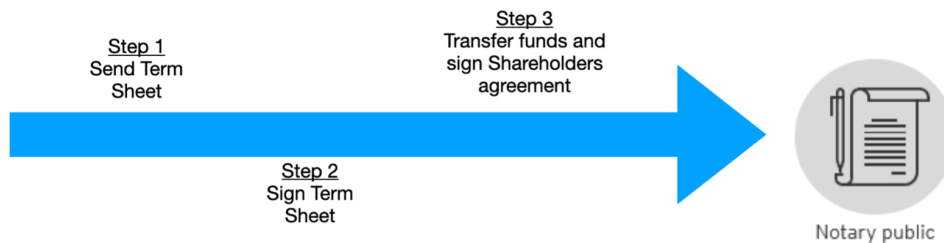
First of all, we would like to express our appreciation towards you for showing an interest in Tropos AR. We would gladly have you onboard to help steer Tropos AR to success.

Please find below a term sheet ("**Term Sheet**") containing the binding agreements with regard to the envisaged equity financing of Tropos AR BV.

We thank you in advance for completing and signing this Term Sheet and providing us with a copy thereof. The signed copy can be sent to Sven Van De Perre <svan.vandeperre@tropos.ar>. Or, in the case of using the Docusign platform, documents for both parties will be available for download through the Docusign portal.

Thank you very much for embarking on this journey with us!

Best regards,  
Sven Van de Perre  
Founder, Tropos AR





**Payment information and terms**

At the latest on August 10th 2024, the Investor needs to have transferred the Subscription Amount to the following blocked bank account, in order to commit to the Investment:

- (i) Bank account number: BE72 0882 9681 2416
- (ii) Bank: Belfius Bank
- (iii) Account holder: Tropos AR BV
- (iv) Message: Fundraising E

These funds will remain blocked and unavailable until the notary issues a release certificate for these funds to the bank, following the passing of the notary deed by which the Investor will become Shareholder.

Payments received past this date will be returned to the Investor. In this case any obligations imposed on the Founder will unequivocally and immediately cease to exist.

In case the Company would for any kind of reason not be incorporated before December 30 2024, the funds will be duly returned to the Investor.

**Pre-money Valuation**

The Parties agree to a pre-money valuation of the Company (before the Investment Round) of 18.175.432 EUR.

**Anticipated signing date**

In case the investor hasn't signed the current Tropos AR Shareholder Agreement yet, the Investor is requested to sign the Shareholder Agreement before the funding round is completed by the notary.

**III. TERMS OF THE INVESTMENT AND FUTURE SHAREHOLDING**

**Use of proceeds**

The Subscription Amount will be used by the Company as working capital and to accomplish the objectives set forth in the Business plan.

**Tax shelter**

Within the framework of the Investment, the Investor has the intention to make use of the Belgian Tax shelter for start-ups, set forth in Circular Letter 2020/C/75 regarding the tax reduction Tax shelter for start-ups (companies) (the "Tax Shelter").

The Founder commit himself, to the best of his ability, to satisfy the reporting obligations, which are imposed on the Company, at the request of the Investor.

The Parties agree that it remains the Investor's responsibility to meet all the necessary requirements to be eligible as an investor for the Tax Shelter.

<b>Share class</b>	The class E-shares will have equal voting and distribution rights as the Class A, B, C and D shares.
<b>Information rights</b>	The Founder will periodically provide the Investor with the financial and operational information related to the Company's business on a quarterly basis.
<b>Lock-up</b>	The Parties will not transfer their shares during a period of 1 year after the signing of the Shareholders' Agreement (the " <b>Lock-up Period</b> ").
<b>Tag along</b>	In case the Founder and managing director, or any of the other original founders, intend to sell (a part of) their shares to a third party, and this intended transfer would result in a change of control causing the Founders to jointly lose the voting majority, the Founders will inform the Investor of this and the Investor will have the right to transfer his/her shares to said third party at the same terms and conditions, before the Founders may proceed with their intended transfer.
<b>Drag along</b>	In case one or more Shareholders, representing more than half (50%) of the total of the issued shares by the Company, agrees to sell (part of its) shares, they will inform the remaining shareholders of the Company, who will have the right to sell their shares at the same terms and conditions.
<b>Right of first refusal</b>	- <u>Investor</u> <ul style="list-style-type: none"> <li>(i) In a first instance, in case the Investor wishes to transfer his/her (or part of his/her) shares, the Investor will first need to inform the Co-investors of this and provide them with the possibility to acquire these shares at fair market value.</li> <li>(ii) In a second instance, in case the Investor wishes to transfer his/her (or part of his/her) shares and none of the Co-investors exercises his/her right to acquire these shares on a pro rata basis, the Founders have the right to acquire these shares at fair market value.</li> <li>(iii) In a third instance, in case the Founders do not exercise this right, they have the right to find an acquirer for these shares during a period of 12 weeks following the notification to the Company of the intended share transfer.</li> <li>(iv) In a fourth instance, in case the Founders, do not find an acquirer for the shares within the period of 12 weeks, the Investor may offer his/her shares for transfer to any interested third party.</li> </ul>

- Founder

- (i) In a first instance, in case one of the Founders intends to transfer (a part of) his shares (“**Leaver**”), he needs to inform the remaining Founder. In this case the remaining Founder has the right to acquire these shares at fair market value.
- (ii) In a second instance, in case the remaining Founder refrains from acquiring (a part of) these shares, the Leaver needs to notify the Investor and the Co-investors.

In this case the Investor and the Co-investors have the right to acquire the remaining shares at fair market value and *pro rata* their shareholding calculated on the capitalization structure of the Company minus the percentage of Class A-shares.

- (v) In a third instance, the Leaver is allowed to transfer (a part of) his shares which have not been acquired by the Investor and/or Co-investor(s), to any third party after a period of 12 weeks following the notification to the Co-investors.

**Share transfer formalities**

In case the Investor wishes to transfer his or her shares, he/she needs to notify this intention to the Company, prior to the share transfer, whilst respecting the terms relating to share transfers embodied in this Term Sheet.

**Management and board observer**

The management body of the Company will consist of the following members:

- The Founder
- Co founder Sven Franken, in the role of Business Manager

The Investor may together with the Co-investors appoint one (1) board observer who may attend the meetings of the managing body of the Company. The board observer may request the Company to receive relevant financial and operational information about the Company. The board observer will not be remunerated.

The management body will, in principle, convene every twelve (12) weeks. Upon the request of the board observer the managing body will in advance of a board meeting share the agenda . After the board meeting and upon the request of the board observer or Investor, the managing body will share a report of this board meeting.

**Partnership or equivalent structure**

The Investor acknowledges and agrees to organize himself/herself together with Co-investors in one encompassing legal holding structure (such as a private partnership (maatschap), a private foundation (private stichting) or similar in case this would be requested by the Founders, in light of a future investment round, regardless any possible loss of any tax benefits.

**Definitive agreements**

The Parties will establish a basic SSA after the investment, aimed at complying with the upcoming Spreads tax shelter round. No later than April 30, 2024, an updated SHA will be created by co-founders Sven Van de Perre, Sven Franken and David Levins. The principles included in this Term Sheet will be reflected, updated and refined in the updated SHA, to best suit te future plans of the company.

**Most-favoured-nations clause**

The Parties agree that in case other term sheets related to the Investment Round would contain terms with minor deviations from the terms set forth in this Term Sheet, the terms of the SHA may be amended accordingly and therefore contain minor deviations from this Term Sheet.

**IV. GENERAL TERMS**

**Costs**

All Parties will bear their own costs incurred in connection with the Investment contemplated in this Term Sheet. These costs include, among others, costs related to advisors or consultants.

**Non-disclosure - Confidentiality**

Each Party undertakes to keep strictly confidential and not to reveal or discuss the contents of this Term Sheet or such information which it may acquire or to which it may have access in the course of its relationship with or responsibilities with regard to the Company, in particular, the activities, products, technology, clients, the strategy, the development, the commercial or partnership agreements and the financial situation of the Company, or concerning any confidential or proprietary information of any shareholder or Investor that is a Party to this Term Sheet, unless with the prior approval of the other Parties.

The abovementioned obligation will not apply in case the concerned information (i) is publicly known or (ii) is required to be disclosed under applicable law.

**Entire agreement** This Term Sheet constitutes the entire understanding and agreement between the Parties with respect to the subject matters contemplated herein and supersedes any and all prior or contemporaneous oral and written communications, including the information that is listed on websites and any other applications (e.g. Discord), and understandings with respect to the subject matter hereof.

**Severability** In case, for any reason, any term or provision of this Term Sheet is held to be invalid or unenforceable to any extent, then (i) such term or provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; (ii) such term or provision will remain in effect to the extent that it is not invalid or unenforceable; and (iii) such invalidity or unenforceability will not affect any other term or provision of this Term Sheet.

**Applicable law – jurisdiction** This Term Sheet is governed by Belgian law. Any dispute, controversy or claim arising out of or relating to this Term Sheet, or any breach, termination or invalidity thereof, will be settled by the competent courts of Brussels.

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This Term Sheet is drafted in two (2) original copies and each Party acknowledges receipt of one (1) copy. Or is distributed through the DocuSign platform, in which case a digital copy will be provided to each party.

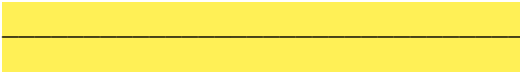
**The Founder:**

\_\_\_\_\_

Sven Van de Perre

Date: \_\_\_\_\_

**Investor:**

Signature: 

Name: 

Date: 

**The Company:**

\_\_\_\_\_

Sven Van de Perre  
Co-Founder  
Tropos AR BV

Date: \_\_\_\_\_