

Investment Agreement

Dated as of November 11, 2023

Regarding the purchase of
Non-Voting Shares
(*Partizipationsscheine; bons de participation*)
of **Efrontier Markets SA**, Route de la Galaise 34,
1228 Plan-les-Ouates ("Company")

between

Investor

("Investor")

and

Efrontier Markets SA, Route de la
Galaise 34, 1228 Plan-les-Ouates

(the "Company")

(Company and Investor
each a "party" collectively
the "parties")

Preamble

- A. The Company is organized in the form of a Swiss stock corporation registered in the Commercial Register of the Canton of Geneva under the number CHE-393.357.112 and has its registered office in Plan-les-Ouates, Switzerland. The Company has an issued, fully paid-in share capital with a nominal value of CHF 150,000.00 with a par value of CHF 1.00 per share, divided into 150,000 registered shares ("Common Stocks").
- B. The Company intends to increase its capital in a financing round ("Financing Round") by issuing up to 4'440'000.00 non-voting shares with a nominal value of CHF 0.01 each ("New Shares"). The Company invites investors to subscribe for New Shares on the Arcton platform (www.arcton.com, hereinafter "Website") and to make an offer to the Company regarding the number of New Shares they are willing to subscribe to.
- C. New Shares are issued as ledger-based securities ("Share Tokens", its holders the "Token Holders", together with the Common Stocks the "Shares", and its holders the "Shareholders").
- D. The New Shares have a nominal value of CHF 0.01 each and are sold at three different prices:
- CHF 0.29 each (for the first 690,000.00 New Shares sold)
 - CHF 0.32 each (for the next 1'250'000 New Shares sold)
 - CHF 0.36 (for the remaining 1'390,000.00 New Shares sold).
- E. The Financing Found is limited to a total of up to CHF 1,200,000.00, which it shall not surpass (hereinafter "Hard Cap"). The acceptance of the offers made by Investors and the issuance of New Shares by the Company depends, inter alia, on whether a minimum amount of CHF 450,000.00 (hereinafter "Soft Cap") is reached by valid offers made by investors. Accordingly, the effectiveness of this Agreement is subject to the condition precedent that the Soft Cap is attained by November 21, 2023. This deadline can be extended once.
- F. The Parties intend to regulate in this Agreement their respective rights and obligations with respect to the investment in the Company and the subscription and issuance of New Shares of the Company.

Based on the foregoing, the Parties agree as follows:

1. Capital Increase

The Company shall establish a participation capital by issuing a maximum of 4,400,000 New Shares, each with a nominal value of CHF 0.01. 25% of the New

Shares can be allocated to the establishment of a liquidity pool, corresponding to a maximum of 1,100,000 New Shares (cf. Section 2.3).

The Company shall offer for sale a maximum of 3,300,000 New Shares, representing 75% of the total New Shares issued. The sale of these New Shares will be conducted on a first-come, first-served basis, which will also determine the pricing tier applicable to the purchase. Specifically, up to 690,000 New Shares will be available at an issuance price of CHF 0.29 each, followed by up to 1,250,000 New Shares at an issuance price of CHF 0.32 each, and concluding with up to 1,390,000 New Shares at an issuance price of CHF 0.36 each. Once a pricing tier is fully subscribed, subsequent purchasers will be offered New Shares at the next price level, subject to availability.

The Investment Round includes a private allocation in which CHF 100,000 is raised through the creation of up to 3,000 common stocks, each with a nominal value of CHF 1.00. These shares will not be offered for sale.

An Extraordinary General Meeting of the Company resolved the capital increase in the presence of a notary on October 2, 2023. The implementation and declaratory resolution of the Board of Directors on the capital increase, as well as the corresponding application for registration with the Commercial Register Office, shall be made immediately after the closing of the Financing Round.

2. Obligations of the Investor

2.1. Subscription

The Investor, in acknowledgment of the capital increase outlined in Section 1 and with full understanding of the Company's Articles of Association, subscribes to the quantity of New Shares of the Company as specified by the Investor on the Website. The subscription price per New Share will be CHF 0.29, CHF 0.32, or CHF 0.36, depending on the price tier the Investor subscribed for. The price tier is available on the Company's Website.

The New Shares must be paid in full. The Investor shall acquire the rights and obligations pursuant to Art. 656a et seq. and Art. 973d et seq. of the Swiss Code of Obligations ("CO"), unless otherwise provided in this Agreement or the Articles of Association.

The subscribed New Shares do not grant any voting rights or any of the associated rights vis-à-vis the Company. The Investor has the same rights as the ordinary shareholders of the Company with regard to dividend payments and the liquidation proceeds.

The Investor shall pay the total issue price in the amount specified on the platform via payment methods available on the Website. After the campaign has been

completed and the Soft Cap has been reached, this amount will be transferred by the payment service provider to the bank account of the Company. If the Soft Cap has not been reached, the amount will be transferred back to the investor. Transaction fees of returning the funds including service fees of payment providers are born by the Investor.

This Agreement is subject to the following conditions precedent:

- a) The Soft Cap has been reached. Otherwise, the funds will be reimbursed to the Investor (see preamble lit. E);
- b) The Investor has paid the subscription price in accordance with this Section 2;
- c) The representations and warranties in Section 2.4 of this Agreement are true and accurate.

2.2. KYC

The Investor acknowledges that he shall successfully complete Know Your Customer (KYC), anti-money laundering, and other relevant processes and procedures required by law or deemed necessary and required by the Company in connection with this Agreement. The Company reserves the right to request additional details from the Investor. Failure of the Investor to fulfill these requirements to the Company's satisfaction by the stipulated deadline grants the Company the right to terminate this Agreement.

2.3. Secondary Market

The Investor acknowledges that the Company does not operate a secondary market for the shares. The Company has no obligation to set up a secondary market, nor to provide liquidity to a secondary market of a third-service provider. Investors acknowledge that this might impede the value of their shares.

2.4. Assurances

The Investor represents and warrants to the Company at the time of signing this Agreement and throughout the term of this Agreement that:

- i. He has the full right and authority to enter into this Agreement and to perform all obligations under or in connection with this Agreement;
- ii. He is not overindebted, or insolvent;
- iii. The funds used for the investment are not derived from or related to unlawful activities, including but not limited to money laundering or terrorist financing activities;
- iv. He acts on his own account and not as a representative of a third party.

In the event of a misrepresentation by the Investor, the Company shall have the right to purchase all shares of the Investor at a price equal to the respective issue

price of the shares. This right to purchase exists in addition to the remedies provided by law.

3. Lock-up

The New Shares issued to investors are bound by a vesting schedule that spans a total period of one year. As per this schedule, investors are entitled to trade 40% of the New Shares immediately upon acquisition. The remaining 60% are subjected to a staggered release wherein 10% of the New Shares become available for trading at the end of every subsequent two-month period. This process continues until the full 100% of the New Shares are vested at the conclusion of the one-year period. Investors are able to claim their vested tokens via the Company's or a third-party Website. Full rights associated with the New Shares are granted to the Investor from the time of their creation, irrespective of the vesting timetable.

4. Exit

4.1. Overview

When the Company is sold, the buyer will want to acquire 100% of the shares, not 99.9% or less. As there are potentially hundreds of Token Holders, the process to transfer the Share Tokens to the buyer needs to be automated.

If a certain majority of all shareholders agree to sell the Company for a specific price to a buyer, all shareholders are obliged to sell their shares for the same price. For the Share Tokens, the transfer to the buyer is executed automatically through the smart contract. After the transfer, Token Holders will receive the purchase price for their Share Tokens.

4.2. Drag-along (co-sale obligation)

If (i) an acquirer, including a Shareholder, ("Acquirer") wishes to purchase all (but not less than all) Shares in one or a series of related transactions pursuant to a *bona fide* purchase offer (the "Drag- Along Offer"), (ii) and provided such transfer of shares reaches or exceeds 50% of all shares outstanding, and (iii) a drag-along of the Common Stocks with materially the same terms as the Drag-Along Offer for Share Tokens is simultaneously triggered or otherwise agreed with Ordinary Shareholders ("Drag-Along Event"), the Acquirer is entitled to require that all Token Holders co-sell all their Share Tokens ("Drag-Along Obligation"), and may execute such Drag-Along Obligation as per Section 4.3

The Company shall inform the Investor within 10 days of the date on which the transfer of the shares to the third party or to the Company is to be completed. The Investor hereby authorizes and empowers the Board of Directors of the Company to take all legal actions in the name and for the account of the Participant necessary to execute the Co-Sale Obligation.

4.3. Exit Function

The exit function enforces the Co-sale obligation by transferring all Share Tokens to the Acquirer. In return, the Investor receives a deposit token, which entitles him to receive the sales proceeds. The Issuer can trigger the exit function, if (and only if) (i) the funds for the Drag-Along Offer for the Share Tokens are available, and (ii) the Drag-Along Conditions are met (i.e., absolute majority of Shareholders are selling their shares for a bona fide purchase offer).

5. Liability

To the extent permitted by law, all contractual and non-contractual liability of the Company and the Board of Directors of the Company arising out of or in connection with this Agreement is excluded in its entirety, regardless of the legal basis and whether or not the liability claim was anticipated.

The Company does not promise or suggest any return on the New Shares. Shares of a start-up company in particular carry an inherent risk and may experience upward and downward fluctuations in value, possibly even a total loss of principal, in the event of insolvency or bankruptcy of the Company, and are not suitable for every investor. The Investor understands and accepts that the success of the Company is uncertain.

The Company will use third parties as service providers. The Company has no insight into or ability to control the software or hardware used by these third parties and cannot verify or guarantee the proper functionality of the third party services.

6. Privacy

The Investor understands and accepts that the Company plans and executes this financing round with Arcton (MetaOne AG, Pfingstweidstrasse 110, 8005 Zürich, Switzerland). The Investor consents that his/her Personal Data (such as, in particular, name, address, bank account number, telephone number, email address, details from Know Your Customer (KYC), anti-money laundering and other relevant processes and procedures described above) may be transferred to Arcton (in the role of order processor or co-responsible party) which processes this data to perform this Agreement. Investors may find further details regarding the processing of Personal Data by Arcton on the Website.

7. MISCELLANEOUS

7.1. Costs

Each party shall bear its own costs, expenses, and fees.

7.2. Accession

By purchasing the Share Tokens, each acquirer implicitly agrees to become a party to this Agreement and is automatically bound by its terms. This Agreement, along with its rights and obligations, shall be deemed to automatically transfer to each subsequent acquirer or legal successor of all or any portion of the New Shares of the Company upon their acquisition. The contractual relationship is established through the act of acquiring the shares without the necessity of a separate declaration of accession. The Company agrees to any such transfer of Agreement.

7.3. Changes

This Agreement and its attachments reflect the entire understanding of the parties with respect to the subject matter hereof and supersede all prior written or oral understandings with respect thereto.

7.4. Communications

All notices in connection with this Agreement shall be in writing (including email) and shall be sent to the address set forth on the first page.

7.5. Severability clause

If at any time any provision of this Agreement or any part thereof is or becomes invalid or unenforceable, then neither the validity nor the enforceability of the remaining provisions or the remaining part of the provision shall in any way be affected or impaired thereby. The Parties agree to replace the invalid or unenforceable provision or part thereof by a valid or enforceable provision which shall best reflect the Parties' original intention and shall to the extent possible achieve the same economic result.

7.6. Entire Agreement

Together with the Registration Agreement, this Agreement including its Annexes constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any agreement or understanding that may have been concluded with respect to the subject matter hereof between any of the Parties prior to the date of this Agreement.

7.7. Waiver of Rights

No waiver by a Party of a failure of any other Party to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a similar or different character.

7.8. Applicable law and place of jurisdiction

This Agreement shall be governed by the substantive laws of Switzerland, excluding the CISG.

The courts of Plan-les-Ouates (Canton of Geneva, Switzerland) shall have exclusive jurisdiction for any and all disputes arising out of or in connection with this Agreement.

Company:

DocuSigned by:
Victor Novoselov
9C9B4D3E8F6A46C

Victor Novoselov, President of the Board

The Investor

By means of acquiring the shares on the website