

**THIS AGREEMENT** is effective as of [TIMESTAMP]

**BETWEEN:**

**SICOS SECURITIES**, a Luxembourg limited liability company (*société à responsabilité limitée*), with professional address at 2 C, Parc d'Activités, L-8308 Capellen, registered with the Luxembourg Register of Commerce and Companies ("RCS") under number B 220970 (the "**General Partner**")

acting on behalf of

**Mobility Venture One (Lux) S.C.S.**, a limited partnership (*société en commandite simple*) incorporated and organized under the laws of the Grand Duchy of Luxembourg, having its office at 18 rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Register of Commerce and Companies ("RCS") under number B251200 (the "**Issuer**");

**AND**

(1) **Mazzanti Automobili S.r.l.**, a limited liability company (*società a responsabilità limitata*) incorporated and organized under the laws of Italy, having its registered office at Via Maremmana 10, Via Liguria 11- CAP 26025, Pontedera, Italy (the "**Venture**")

(2) [First Name, Last Name, Registered Address, Blockchain Address] (the "**Investor**").

(the entities above are collectively referred to as the "**Parties**" and each of them as a "**Party**").

**Whereas:**

- (A) The Issuer has the purpose to serve as Issuer for the offering of participation rights in such class (if any) as set-out in the Offering Terms (the "**Securities**") to various eligible investors and has appointed the General Partner to act as its managing partner.
- (B) The Issuer, in its capacity as a tax transparent issuer, is to make an offering of Securities to Investors during the Offering Period.
- (C) Following the Offering Period, the total amount of Securities issued to the participating eligible investors ("**Investors**") is set out on the STO detail page on <https://stokr.io>.
- (D) The Parties have agreed to enter into this agreement to record the terms on which the Investor subscribes for the Securities ("**Investment Agreement**").
- (E) The Investor to this Investment Agreement agrees that it has received and read the terms of the offering of the Issuer as attached to this Investment Agreement as Annex 1 (the "**Offering Terms**").
- (F) The Offering Terms and this Investment Agreement are hereinafter collectively referred to as the "**Transaction Agreements**".

- (G) The offer is for the benefit of either selected Investors having the status either of professional investors within the meaning of Annex II to Directive 2014/65/EU and/or other eligible investors within the meaning of any applicable local laws and any other rules, regulations, guidelines applicable in the Investor's jurisdiction and in particular in case of a public offering in compliance with Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017.
- (H) Participations in the Issuer will be offered only to Investors that are acceptable to the Venture. The Securities of the Issuer are offered subject to the right of the Issuer to reject any subscription in whole or in part. If the Issuer rejects a subscription, the Investor will be notified as soon as practicable in accordance with the terms of this Investment Agreement.
- (I) The General Partner is entitled to establish reserves for expenses, liabilities and obligations of the Issuer (including, but not limited to indemnification obligations).
- (J) STOKR S.A. provides the technology support for the issuance of the Securities and runs the webpage <https://www.stokr.io>. ("STOKR").
- (K) Unless explicitly stated otherwise, it shall be understood that the General Partner is acting on behalf of the Issuer.
- (L) Capitalised terms used and not defined in this Investment Agreement have the same meaning as in the Offering Terms.

**IT IS FURTHER AGREED AS FOLLOWS:**

**1. INVESTMENT**

- 1.1 The Investor hereby agrees to subscribe for Securities in the Issuer for an amount of [EUR/USD] (the "**Investment Amount**").
- 1.2 The Investor acknowledges that the Issuer is empowered to impose such restrictions as necessary to ensure that no Securities of the Issuer are acquired or held by any person in breach of law or the requirements of any country or governmental authority.
- 1.3 The Investor acknowledges that the Issuer may restrict or prevent the ownership of Securities by specific categories of persons. In no event shall a U.S. Person be an Investor in the Issuer.
- 1.4 Notwithstanding the rights of a consumer of the European Union as set-out under section 17, the Investor is irrevocably and unconditionally bound by this Investment Agreement and irrevocably agrees to contribute and fund its Investment Amount to the Issuer against Securities issued by the Issuer. The Issuer can nevertheless decide, in agreement with the Investor, to release it from all or part of its Investment Amount.

**2. ACCEPTANCE OF INVESTMENT**

- 2.1 The Investment Agreement is accepted by the Issuer as of the date first above written ("**Timestamp**").

- 2.2 The Investor acknowledges that the Issuer reserves the right to reject the Investor's subscription application in whole or in part at its sole discretion within the Offering Period.
- 2.3 The Issuer may only commit to the Investor's subscription after the Investor has provided specified identification documentation and information as required by the General Partner. This includes anti-money laundering information when investing in the Issuer and any other disclosure information and documentation, and undertakings, where required.
- 2.4 This subscription will be accepted by the Issuer by executing this Investment Agreement electronically with the provision of a timestamped Investment Agreement and providing an electronic copy to the Investor retrievable on the STOKR investor dashboard.
- 2.5 Upon Timestamp of this Investment Agreement, the Investor and Issuer automatically adhere to the Offering Terms.
- 2.6 For the avoidance of doubt such adherence will be null and void if the Investor becomes a Defaulting Investor in case of non-payment of the Investment Amount in accordance with section 5.

### 3. **PAYMENT OF INVESTMENT AMOUNT**

The Investment Amount shall be payable in accordance with this section 3.

- 3.1 The Investor will be required to transfer to the Issuer the Investment Amount as indicated in the electronic investment flow on the STOKR webpage with the aim that the Investor shall receive a number of Securities proportional to its Investment Amount.
- 3.2 The Investor shall pay all of its Investment Amount with Eligible Means of Payment as set-out in the Offering Terms to the bank account or Securities Account notified by the Issuer to the Investor.
- 3.3 Funding notices (if any) will be made by giving not less than 10 (ten) calendar days notice (by e-mail or as otherwise agreed).

### 4. **ISSUANCE OF SECURITIES**

The Securities will be issued in accordance with this Section 4.

- 4.1 The Securities will be issued within 60 (sixty) as of the end of the Offering Period.
- 4.2 The Issue Price per Securities is set-out in the Offering Terms ("**Issue Price**").
- 4.3 The Investor is required in order to receive the Securities to register its Securities Account via the use of Blockchain.

The Investor is required to Whitelist its Securities Account through <https://stokr.io/>. Securities can only be issued to Investors who qualify and fulfill the investor registration process and complete all the checklist categories visible under the Investor dashboard on <https://stokr.io/>.

5. **DEFAULTING INVESTOR**

If the Investor fails to pay the full or part of the Investment Amount the Issuer may declare such Investor to be a full or partly defaulting Investor and may declare the subscription according to this Investment Agreement as null and void.

6. **REPRESENTATIONS AND WARRANTIES OF INVESTOR**

The Investor hereby represents, warrants and acknowledges for the benefit of the General Partner and the Issuer procuring this subscription as of the date hereof as follows:

- 6.1 The Investor is aware, understands and acknowledges that:
- (a) the General Partner and the Issuer are relying upon the representations, warranties and agreements of the Investor contained in this Investment Agreement in determining the applicability of certain laws and regulations to the transactions contemplated;
  - (b) there are risks and conflicts incident to the purchase of the Securities, including, without limitation, those risks which are set-out in the Offering Terms;
  - (c) the discussion of the tax consequences arising from an investment in the Securities set forth in the Offering Terms is general in nature and the tax consequences to the Investor of an investment in the Securities depend on the Investor's circumstances. The Investor has sought its own independent legal, investment and tax advice as it sees fit before deciding to purchase the Securities; and
  - (d) there is no public liquid market for the Securities at the date of this Investment Agreement and there is no guarantee that such market will develop, and transfers of Securities may only be made between holders of Securities entered onto the Whitelist.
- 6.2 The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Securities, and the Investor has the ability to bear the economic risks of its proposed investment in the Securities including the total loss of the Investment Amount.
- 6.3 The Investor has received and reviewed the latest version of (as at the date of this Investment Agreement) the Offering Terms and this Investment Agreement and has received all other materials that the Investor considers relevant to an investment in the Securities and has had full opportunity to ask questions of and receive answers from the Venture and/or the Issuer or any person or persons acting on their behalf, concerning the terms and conditions of an investment in the Securities. In making its decision to subscribe for Securities, the Investor has relied solely on its own investigation.
- 6.4 The Investor acknowledges that (i) Securities have not been registered or listed under the securities laws of any country or state (including the Grand Duchy of Luxembourg) and no agency or authority has approved the terms of the Securities and (ii) the Issuer is not obligated to file any registration application, apply for

listing, or to take any action required to permit a public offering of the Securities under the securities laws of the Grand Duchy of Luxembourg or of another country or state.

- 6.5 The Investor acknowledges that the Offer is for the benefit of selected investors which do qualify as Professional Investors within the meaning of Annex II to Directive 2014/65/EU and/or which have sufficient sophistication to invest in Securities in accordance with the laws of residence of the Investor.
- 6.6 The Investor represents and warrants that: (i) in case of a legal entity it is duly organised, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (ii) it has obtained any authorisation required prior to making the investment in the Issuer, (iii) it has all requisite power and authority to invest in the Securities as provided herein (iv) such investment will not result in any material violation of or conflict with (a) any term of the statutory document of the Investor or any other Investor's organisational document or (b) any instrument by which it is bound or any law or regulation applicable to it; (v) such investment has been duly authorised by all necessary action on behalf of the Investor; and (vi) this Investment Agreement has been duly executed on behalf of the Investor and constitutes a legal, valid and binding agreement of the Investor enforceable against the Investor in accordance with its terms.
- 6.7 The Investor represents and warrants that it qualifies as Professional Investors within the meaning of Annex II to Directive 2014/65/EU and/or has sufficient sophistication to invest in Securities.
- 6.8 The Investor represents and warrants that it is not a U.S. Person.
- “U.S. Person”** means anybody who as per the U.S. federal income tax purposes is (i) a citizen or individual resident of the United States; or (ii) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; or (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust, if (A) a court within the United States is able to exercise primary jurisdiction over administration of the trust and one or more United States persons have authority to control all substantial decisions of the trust or (B) it has a valid election in effect to be treated as a United States person.
- 6.9 The Investor represents and warrants that it is acquiring the Securities for its own account (and not as trustee or nominee on behalf of a third party). It has no contract, undertaking or arrangement with any third party to sell, assign, transfer or grant a participation right with respect to the Securities.
- 6.10 The Investor acknowledges that the Offering Terms do not constitute and may not be used for or in connection with an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.
- 6.11 The Investor confirms that all written information which the Investor has provided to the General Partner or the Issuer procuring this subscription of this Investment Agreement is correct and complete as of the date hereof and may be relied upon, and if there should be any material change in such information, the Investor will immediately provide the General Partner and the Issuer procuring this

subscription with notice of such change as set-out in section 10 of this Investment Agreement.

- 6.12 The Investor acknowledges that Securities is not redeemable and is subject to restrictions according to the Whitelist in terms of their transfer.
- 6.13 The Investor acknowledges that the transfer of Securities is subject to the provisions of the Offering Terms and requires the prior entering into the Whitelist and can be made on the Blockchain only.
- 6.14 The Investor acknowledges that it will be required before being entered onto the Whitelist to provide any evidence of identity required by any applicable laws and regulations relating to anti-money laundering and financing of terrorism checks. The issuance of Securities shall not be processed until such information is received.
- 6.15 The Investor represents and warrants that it is not subject to any bankruptcy, insolvency, reorganisation, receivership, liquidation or other such proceedings or any proceedings under money laundering laws.
- 6.16 The Investor agrees and acknowledges that the aforementioned covenants, warranties and representations shall be deemed repeated and reaffirmed by the Investor as it is required by law and regulations. The Investor shall promptly notify the Issuer in writing if at any time any of such covenants, warranties or representations shall become incorrect. In case of any breach of such covenants, warranties and representations or related obligation to inform, the Issuer may take any action provided for under the limited partnership agreement of the Issuer (the "**LPA**") and Offering Terms to remedy such breach; this includes the compulsory transfer of the Securities of the Investor.
- 6.17 The Investor confirms that:
  - (a) FOR INDIVIDUALS:
    - (i) he/she acquires the Securities in the Issuer on his/her own account and not for another person being economically entitled to such investment.
    - (ii) he/she is not a Politically Exposed Person (as defined below) pursuant to the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing or under the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing.

**"Politically Exposed Person"** means a natural person who is or who has been entrusted with prominent public functions and includes the following:

      - (1) heads of State, heads of government, ministers and deputy or assistant ministers;
      - (2) members of parliament or of similar legislative bodies;
      - (3) members of the governing bodies of political parties;

[TIMESTAMP]

- (4) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances;
- (5) members of courts of auditors or of the boards of central banks;
- (6) ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- (7) members of the administrative, management or supervisory bodies of State-owned enterprises;
- (8) directors, deputy directors and members of the board or equivalent function of an international organisation.

No public function referred to in points (1) to (8) shall be understood as covering middle-ranking or more junior officials.

- (iii) he/she is not a 'family member' of a Politically Exposed Person, e.g. (i) the spouse, or a person considered to be equivalent to a spouse, of a Politically Exposed Person; (ii) the children and their spouses, or persons considered to be equivalent to a spouse, of a Politically Exposed Person; (iii) the parents of a Politically Exposed Person; or
- (iv) he/she is not a 'person known to be close associates' of a Politically Exposed Person, e.g. (i) natural persons who are known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a Politically Exposed Person; (ii) natural persons who have sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a Politically Exposed Person.

(b) FOR LEGAL ENTITIES:

If the undersigned is acting for a beneficial owner, it confirms that the beneficial owner neither is nor was a Politically Exposed Person (as regards the definition of "Politically Exposed Person" please refer to section "(a) FOR INDIVIDUALS" above).

**7. REPRESENTATIONS AND WARRANTIES OF THE ISSUER AND GENERAL PARTNER**

Upon acceptance of this subscription, the General Partner acting in its own name as well as on behalf of the Issuer, unless otherwise specified, represents and warrants as follows:

- 7.1 The Issuer is existing under the laws of Luxembourg and is incorporated as a limited partnership (société en commandite simple) with office at 18 rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Register of Commerce and Companies ("RCS") under number B251200, represented by its General Partner.

The General Partner represents and warrants in its own name that it is existing under the laws of Luxembourg.

- 7.2 The Issuer has full corporate power and authority to own assets, to carry out its business and operations as described in the Offering Terms and the LPA and to fulfil its obligations under these documents and this Investment Agreement. This Investment Agreement, the Offering Terms and the LPA constitute binding obligations of the Issuer.
- 7.3 The Issuer and the Venture will adhere to the provisions of the Offering Terms.
- 7.4 Subject to applicable laws, the Offering Terms, the LPA the Issuer and the Venture shall give such access to its records as shall reasonably be required and requested to satisfy material tax or regulatory requirements applicable to the Investor.

## 8. ENTIRE AGREEMENT AND AMENDMENTS

The Offering Terms and this Investment Agreement set out the entire agreement of the General Partner, the Venture, the Issuer and the Investor with respect to the subject matter hereof, and supersede and replace all prior agreements, written or oral. This Investment Agreement may be amended only in writing which is executed by the Investor, the General Partner on behalf of the Issuer and the Venture.

## 9. SEVERABILITY

If a provision of this Investment Agreement is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision shall be given no effect and shall be treated as though it were not included in this Investment Agreement, but the validity or enforceability of the remaining provisions of this Investment Agreement shall not be affected.

## 10. NOTICES

- 10.1 Notices which may be or are required to be given hereunder by any Party to another shall be in writing and shall be deemed to have been properly given if delivered by electronic or physical means as set-out hereunder

Notices to the Issuer:

To: [investors@mazzantiautomobili.it](mailto:investors@mazzantiautomobili.it)

Cc: [legal@stokr.io](mailto:legal@stokr.io)

- 10.2 Any Party shall inform the other Party immediately regarding any changes of its address and shall bear all consequences resulting from any breach of this duty and reimburse the other Party for any expenses.

## 11. DISTRIBUTIONS AND SECURITIES ACCOUNT OF THE INVESTOR

Distributions to the Investor will be paid in the currency as set-out in the “Payout” clause of the Offering Terms or as otherwise agreed by the Issuer to the Securities Account as indicated to the Issuer and as Whitelisted.

The Issuer will bear all costs in connection with the Payout.



The Investor shall immediately inform the Issuer regarding any changes of its Securities Account. The Investor shall bear all consequences resulting from any breach of this duty and reimburse the Issuer for any costs.

**12. INVESTOR'S TAX RESIDENCY**

The Investor acknowledges that an investment into the Securities and receipt of distributions may result in taxes and in particular withholding taxes and the same shall be payable by the Investor.

**13. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM, DATA PROTECTION**

The Investor accepts and acknowledges the procedure regarding the prevention of money laundering and financing of terrorism.

The Investor authorises and consents to the Issuer or any other authorised representative of the Issuer, inquiring the source of funds used to acquire Securities.

The personal data is used solely in the context of the previously described business purpose and as part of statutory disclosure obligations and is always treated confidentiality; any forwarding of this information or other use thereof is prohibited. An exception to this rule only applies if the data has to be disclosed in response to mandatory statutory requirements or official decrees. It is expressly pointed out that personal data will not be used or passed on for marketing purposes unless otherwise agreed to.

The processing, use and storage of personal data is undertaken solely on the basis of the Luxembourg data protection rules. This also applies to data received in connection with the preparation and submission of necessary tax declarations.

**14. FURTHER ASSURANCES**

The Investor, by electronically signing this Investment Agreement, agrees that it will take such actions and execute such further documents as the General Partner may reasonably request from time to time in order to carry out the purposes of this Investment Agreement and the Offering Terms.

**15. GOVERNING LAW & JURISDICTION**

15.1 This Investment Agreement, the jurisdiction clause contained in it, all the documents referred to in it which are not expressed to be governed by another law, and all non-contractual obligations arising in any way whatsoever out of or in connection with this Investment Agreement or any such document are governed by, construed and take effect in accordance with the laws of Luxembourg.

15.2 The courts of Luxembourg-City have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Investment Agreement (including without limitation claims for set off or counterclaim) or the legal relationships established by this Investment Agreement. Each of the Parties hereby waives, to the extent not prohibited by applicable law, and agrees not to assert by way of motion, as a defence or otherwise, in any such proceeding, any claim that it is not subject personally to the jurisdiction of the Luxembourg courts, that any such proceeding

brought in such courts is improper or that this Investment Agreement or the subject matter hereof may not be enforced in or by such courts.

**16. ENTRY INTO FORCE**

This Investment Agreement enters into force and is effective as of the date first above written (electronic Timestamp). The Investment Agreement is deemed to be executed by all Parties upon completion by the Investor of the investment flow on the STOKR webpage and payment of the Investment Amount.

**17. RIGHT OF REVOCATION**

If the Investor is a consumer from a jurisdiction within the European Union it may revoke this Investment Agreement within 14 calendar days of the date first above written by simple email to [legal@stokr.io](mailto:legal@stokr.io) and it will get fully refunded.

Annex 1

## **Offering Terms for Mobility Venture One Offering**

### **EXECUTIVE SUMMARY**

Mobility Venture One (Lux) S.C.S. (the “**Issuer**”) is the funding vehicle of Mazzanti Automobili s.r.l. (the “**Venture**”).

The Venture is seeking funding through a securities offering (the “**Offering**”). The funding amount shall be used as a working capital for manufacturing of 1 (one) car model (the “**Millecavalli R**”). The key activity of the Issuer is to grant funding to the Venture in return for receiving a percentage of the Revenues (as defined below) from the Venture and share it with the prospective Offering investors. For this purpose, the Issuer will enter with the Venture into a binding Revenue Sharing Agreement (as defined below). Please refer to Annex A for details on the contemplated corporate structure.

The Issuer intends to raise funding through an Offering (as defined below) of digital securities issued by the Issuer (the “**Securities**”). This term sheet (the “**Offering Terms**”) sets out the main rights for the purpose of evaluating an investment in Securities issued by the Issuer and must be read along with the information provided by the Issuer including but not limited to country specific information sheets. This Term Sheet covers the terms of the Offering of the Securities, where the Issuer will issue Securities, with the Issue Price (as defined below) of EUR 1 (one). The name of the Securities is MZZ.

For the Offering it is contemplated to make use of article 1 (3) of the Prospectus Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 and any corresponding applicable national prospectus laws (the “**Prospectus Rules**”).

The Securities represent a preferential participation right in the sale price of 1 (one) Millecavalli R. The Securities represent the right to 50% of the sale proceeds from the sale of 1 (one) Millecavalli R (minus any taxes).

A subscription can be made by paying in Euro (cash) or Bitcoin (BTC), or USD Tether (USDT) or Liquid Bitcoin (L-BTC) during the Offering of the Securities.

These Offering Terms do not constitute an offer to sell, or a solicitation of an offer to buy, a security in any state or other jurisdiction in which, or to any person to whom, such an offer or solicitation is unlawful. Prospective investors should read the Offering Terms and any other documents referred to herein which are made available for review.

The Issuer is not a collective investment undertaking in accordance with the Luxembourg law of 12 July 2013 on alternative investment fund managers or the corpus of rules formed on the basis of the directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on alternative investment fund managers in the absence of pooling of investments for investors and an investment policy.

### **UNDERSTANDING**

Unless the context requires otherwise, words in the singular include the plural and vice versa, and use of the masculine includes the feminine and vice versa.

The word “including” or “includes” is not exclusive, so it should be read as if followed by the words “but not limited to”.

Unless the context requires otherwise, each reference to “writing” is also a reference to any electronic communication.

## GENERAL

1.	Advisors and Business Partners	Advisors and Business Partners mean any party having entered into a contractual relationship with the Issuer or the Venture for the activities related to the issuance of the Securities including employees, consultants or any other partners and advisors.
2.	Authorised Communication Channels	<p>The Authorised Communication Channels are as follows:</p> <ul style="list-style-type: none"> <li>a) Direct email from <a href="mailto:investors@mazzantiautomobili.it">investors@mazzantiautomobili.it</a> to the registered email id of the prospective Investors;</li> <li>b) Updates tab of page <a href="https://stokr.io/mazzanti">https://stokr.io/mazzanti</a>;</li> </ul> <p>Any other communication channel as announced from time to time by the Issuer and/or the Venture.</p>
3.	Bitcoin	Bitcoin means the native crypto based digital currency issued for the use of the Bitcoin blockchain.
4.	Blockchain	Blockchain means the Liquid Network. The Securities are issued on the Liquid Network built as a sidechain of the Bitcoin blockchain.
5.	Constitutional Documents	Constitutional Documents means the set of documents required to establish the Issuer.
6.	Conversion Rate	Conversion Rate means the average conversion rate of Bitcoin or Liquid Bitcoin or USD Tether to EUR calculated at the time of Payment Receipt as determined by a recognised crypto-asset exchange or Forex exchange as communicated by Authorised Communication Channels or as available on the STOKR Webpage.
7.	Finalisation of the Offering	Within 60 (sixty) calendar days as of the Closing Date the Issuer will issue the Securities and make them transferable between Investors and Whitelisted parties.
8.	Fork	Fork means any change to the underlying blockchain network that results in more than one version of that blockchain.

9.	Funding Amount	Funding Amount means the total amount in EUR raised by way of the Offering during the Offering Period.
10.	Green Wallet	<p>Green Wallet means a crypto based digital currency wallet sufficiently integrated with Liquid Network so as to allow distribution of Securities to the Investors or indirectly via an integration partner.</p> <p>Green Wallet is an open source digital wallet supported by Liquid Network allowing users to send, receive, store and access Bitcoin, Liquid Bitcoin, USD Tether, and other securities supported by the Liquid Network.</p>
11.	Investment Agreement	Investment Agreement means the agreement entered between the Investor and the Issuer via electronic means using the STOKR Webpage.
12.	Investor	Investor means any eligible holder of the Securities entered on the Whitelist (including the original acquirer of Securities and any permitted transferees thereafter).
13.	Issuer	Mobility Venture One (Lux) S.C.S., is a limited partnership (société en commandite simple) incorporated and organised under the laws of the Grand Duchy of Luxembourg, having its office at 18 rue Robert Stümper, L-2557 Luxembourg, Grand Duchy of Luxembourg with registration number B251200.
14.	Limited Partnership Agreement	The Limited Partnership Agreement means the agreement constituting the Issuer.
15.	Liquid Network	Liquid Network is a sidechain-based settlement network for traders and exchanges, enabling faster, more confidential Bitcoin transactions and the issuance of securities supported by the Liquid Network.
16.	Liquid Securities Account	Liquid Securities Account means an account created within the Green Wallet capable of receiving and holding securities supported by the Liquid Network.
17.	Offering	The Offering means the offering of Securities by the Issuer during the Offering Period.
18.	Offering Period	The Offering Period means the period during which Securities are offered to Investors as communicated via the Authorised Communication Channels.
19.	Payment Receipt	Payment Receipt means in case of EUR payment the time the bank account of the Issuer has been credited. In case of payment in Bitcoin or USD Tether or Liquid Bitcoin, the time these digital currencies are received on the public specified crypto-address of the Issuer.
20.	Registered Securities	The Securities will be issued as registered securities ( <i>titres nominatives</i> ) of preferential participation rights issued by the Issuer according to Luxembourg law of 10 August 1915 concerning commercial companies and as

		<p>set-out in the Constitutional Documents.</p> <p>The register of the Investors is running on the Liquid Network and the Investor is identified and its respective amount of Securities is recorded on the Liquid Network.</p> <p>The Securities are fully paid-up and the record on the Liquid Network constitutes the proof of ownership including but not limited to third-parties in respect of the existence of the rights of each Investor vis-à-vis the Issuer.</p>
21.	Revenue Sharing Agreement	Revenue Sharing Agreement means the agreement entered into between the Issuer and the Venture in order to upstream the Revenues and other financial and non-financial rights to the Issuer and ultimately to the Investors.
22.	Securities	<p>Securities mean Registered Securities issued by the Issuer representing ultimately the right to a part of the Revenues.</p> <p>The name /ticker symbol for the Securities is MZZ.</p>
23.	Securities Account	Security Account means here the Liquid Securities Account.
24.	STOKR Webpage	The official web-domain of STOKR S.A., Luxembourg is hosted at <a href="https://stokr.io/">https://stokr.io/</a> .
25.	USD Tether (USDT)	Tether is a USD pegged stable-coin issued by Tether International Limited <a href="https://tether.to/">https://tether.to/</a> and denominated as USDT.
26.	Venture	Mazzanti Automobili s.r.l., a limited liability company ( <i>società a responsabilità limitata</i> ) incorporated and organized under the laws of Italy, having its registered office at Via Maremmana 10, Via Liguria 11- CAP 26025, Pontedera, Italy.
27.	Whitelist	<p>Whitelist means the registration of the Liquid Securities Account id through the STOKR Webpage. Only investors who qualify and fulfill the investor registration process on <a href="https://stokr.io/">https://stokr.io/</a> will be Whitelisted.</p> <p>The Liquid Network allows to identify Liquid Securities Accounts linked to a holder of Securities in order to ensure that only identified and verified Investors with a registered Liquid Securities Account may receive or transfer Securities.</p> <p>The Whitelisting enables the Issuer and the Venture to know at all times which Investor is entered into the register of securities, the amount of Securities the Investor holds and the transaction history.</p>

**INVESTMENT DETAILS**

28.	Closing Date	<p>The date in which the Offering is scheduled to close as communicated via the Authorised Communication Channel.</p> <p>The Offering of the Securities will be closed and no more purchase and/or subscription of the same can be made as a part of the Offering in case the Maximum Funding Amount has been reached and/or as otherwise communicated via the Authorised Communication Channel.</p>
29.	Consent Process	<p>Before any Decision is put up for consent under the Consent Process, the Investors must be informed, at least 5 (five) calendar days before, through the Authorised Communication Channels, about the scope of such Decision, necessity, and the impact of the same. The Consent Process is to take place virtually through the interface of <a href="https://stokr.io/">https://stokr.io/</a> and only the Investors can participate in the same.</p> <p>The Consent Process can only be considered valid if at least 30% of all issued Securities participate in the Consent Process. A Decision shall be deemed to be approved through the Consent Process if the majority of 50% plus one consent per Securities is casted affirmative to the Decision.</p>
30.	Consent Right	<p>The Issuer recognises only one consent right per Securities.</p> <p>Each Securities represents a consent right on any Decision (defined above) taken by the Issuer or the Venture, directly or indirectly affecting rights derived from the Securities as specifically set-out in these Offering Terms. In case of any such Decision, the Issuer must notify all the Investors and seek approval from the Investors through the Consent Process.</p>
31.	Decision	<p>Decision hereby means any decision taken by the Issuer as referred to in the Consent Right.</p>
32.	Eligible means of payment	<p>EUR (cash) and/or Bitcoin (BTC) and/or USD Tether (USDT) and/or Liquid Bitcoin (L-BTC).</p>
33.	Financial rights attached to the Securities	<p>The Securities issued during the Offering represent the right to the Revenues.</p> <p>For avoidance of doubt, the Investors are only entitled to the financial rights limited to 50% of the sale proceeds from the sale of 1 (one) Millecavalli R (minus any taxes).</p> <p>The Revenues are considered to be paid in full and final once the 50% of sale proceeds from the sale of 1 (one) Millecavalli R (minus any taxes) are paid to the Investors.</p>

		<p>Investors are not obliged to make additional contributions.</p> <p>The Financial rights connected to the Securities will expire after the end of the Term of the Securities or after the Revenues are paid out to the Investors, whichever occurs earlier.</p>
34.	Governing Law	The Governing Law of the terms of the Offering will be the Laws of Grand Duchy of Luxembourg.
35.	Information rights	Each Investor shall have equal information rights and each Investor will be treated equally.
36.	Issuance of Securities	<p>The Securities will be issued by the Issuer in two stages.</p> <p>Within 60 (sixty) calendar days after the Payment Receipt, the Securities balance will be transferred by the Issuer to the Liquid Securities Account of the Investor.</p> <p>The Securities balance will be calculated on the basis of the Payment Receipt according to the Conversion Rate.</p> <p>The Securities at this stage are not yet fully functional as the transferable functionality has not been activated yet.</p> <p>The legal issuance process of the Securities will be finalised at the time of the Finalisation of the Offering.</p> <p>It is possible that Investors will receive fewer Securities than they are subscribing for, especially if investors demand exceeds the offer. The Investors will receive in such case the overpaid amount back (less any applicable transfer costs and third-party charges) depending on the method of payment used (EUR, BTC, USDT or L-BTC).</p>
37.	Issue Price	<p>Issue Price means the nominal value per Securities at which price each Security is issued during the Offering Period.</p> <p>The nominal value per Security is EUR 1 (one).</p>
38.	Management	The Issuer will appoint a general partner who shall have full power and authority to conduct the ongoing administration of the Issuer as well as to manage the Issuer pursuant to the Limited Partnership Agreement and the law of 10 August 1915 on commercial companies.
39.	Maximum Authorised Amount of Securities	The maximum authorised amount of 1,019,999 (One million and nineteen thousand and nine hundred ninety-nine) Securities that are contemplated to be issued during the Offering Period.
40.	Maximum Funding Amount	The maximum amount of funding that the Issuer will raise via the Offering is EUR 999,999 (nine hundred ninety-nine thousand and nine hundred ninety-nine). Beyond that amount, the Issuer will not raise any additional funding via the Offering.



41.	Minimum Investment	EUR 50 (fifty).
42.	Minimum Funding Amount	The minimum amount of funding that the Issuer will raise via the Offering is EUR 800,000 (eight hundred thousand). In case the Issuer will not be able to raise this amount from Investors during the Offering Period, the Investment Agreement will be cancelled, and any paid amount received by the Issuer for Securities will be paid back (less any applicable transfer costs and third party charges) depending on the method of payment used (EUR or BTC or USDT or L-BTC).
43.	Necessary Offering Stages	<p><b><u>Whitelisting Stage:</u></b></p> <p>Investors need to Whitelist themselves through the STOKR Webpage in the Liquid Network. Securities can only be issued to the Investors who qualify as eligible investor and fulfill the Investor registration process and complete all the checklist categories visible under the Investor dashboard on the STOKR Webpage.</p> <p><b><u>Offering Stage:</u></b></p> <p>Upon finalising the regulatory requirements for the Offering, the Issuer will conduct an Offering of the Securities. The Offering shall run until the Maximum Funding Amount has been reached or the Offering has been concluded as per the schedule communicated via the Authorised Communication Channels, whichever event occurs first.</p>
44.	Revenues	Revenues mean the revenues (Erträge/ricavi) equal to the sale proceeds from the sale of 1 (one) Millecavalli R (minus any taxes).
45.	Term / Maturity	The Securities' Term will end after 5 (five) years from the Closing Date or at the time the Revenues are paid out to the Investors, whichever occurs earlier. With the end of the Term all rights of the Investors end automatically and no further Payouts can be made.
46.	Vesting Period	Securities sold to the Investors and Securities issued to the Advisors and Business Partners have no vesting period.

### SPECIFIC CHARACTERISTICS OF THE SECURITIES

47.	Fractions	The Securities do not carry any fractions.
48.	Payouts	Investors can choose to receive payouts from the Issuer in the form of Bitcoin, Liquid Bitcoin, or stable-coins like USD Tether or in Euro.

49.	Securities Recovery	In case the Investor of the Securities fails to access the Liquid Securities Account due to loss of the Private Key and/or any other similar reasons that makes it inaccessible to claim the full ownership right of the Securities, the eligible and authorised Investor of the Securities can ask for a recovery of the Securities from the Issuer under the conditions as set-out in the Authorised Communication Channels or the STOKR Webpage.
50.	Transferability/ Negotiability	<p>The Securities are freely transferable and negotiable but subject to Whitelisting of the Investor(s) through a successful KYC/AML process on STOKR Webpage.</p> <p>The transfer of the Securities is made by assignment and requires the transfer of the Securities through the Liquid Network. Transfers of the Securities outside the Liquid Network is not permitted.</p> <p>Securities will only be made transferable and negotiable after the Finalisation of the Offering.</p> <p>Transfers shall be carried out on the Liquid Network which are dated by timestamp and digitally signed via a cryptographic transaction on the Blockchain.</p> <p>The Issuer accepts and records via use of the STOKR Framework the new Investor of the Securities in the register of Investors.</p>
51.	Underlying Fiat Currency	EUR.

## RISKS

52.	General	<p><b>Every Investor needs to be aware that an investment can lead to the total loss of its invested amount.</b></p> <p>Every Investor should be aware that an investment in the Offering involves a high degree of risk, regardless of any assurance provided by the Venture. There can be no assurance that (i) any information or projection by the Venture has been validated or is reliable, (ii) the Venture will achieve its business plan, or (iii) an Investor will receive a return of any part of its investment. The following considerations, among others, should be carefully evaluated before making an investment.</p>
53.	Risks inherent to early-stage company	Investments in early-stage companies involve a high degree of risk. Financial and operating risks confronting startups and growth companies are significant. While targeted returns should reflect the perceived level of risk in any investment situation, such returns may never be realised and/or may not be adequate to compensate an Investor for risks taken. Loss of an Investor's entire investment is possible and can easily occur. Moreover,

		<p>the timing of any return on investment is highly uncertain.</p> <p>The Venture has a limited operating history and there is no assurance it will be able to achieve or maintain profitability. The Venture was incorporated in 2016 (two thousand and sixteen) and the Venture is subject to all of the business risks and uncertainties associated with any early-stage enterprise, including under-capitalisation, cash shortages, limitations with respect to personnel, financial and other resources, and lack of revenues.</p> <p>Investments in this stage often experience unexpected problems in the areas of product development, technology implementation, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, early-stage companies require substantial amounts of financing to explore different revenue models and the same may not be available without future investment rounds.</p>
<p>54.</p>	<p>Specific risks</p>	<p><b>No guarantee of return</b></p> <p>While the Venture takes all reasonable efforts to sell 1 (one) Millecavalli R within the Term of the Securities, there is no guarantee that the 1 (one) Millecavalli R can be sold within this period.</p> <p><b>Manufacturing risks</b></p> <p>The Venture depends on its manufacturing facilities for manufacturing of 1 (one) Millecavalli R. A number of reasons such as: labour dissatisfaction, contamination, power shortage, economic conditions, disasters etc., may lead the Venture to become unavailable either permanently or temporarily to continue the production of 1 (one) Millecavalli R.</p> <p><b>Keeping up with hypercar technology</b></p> <p>Hypercars are characterised by leading edge technologies which are evolving constantly. Applying new technologies is additionally costly. If the Venture fails to keep up with advances in high performance car technology, its competitive position may suffer.</p> <p><b>Volatile demand for luxury goods</b></p> <p>The demand for luxury goods and specifically for hypercars is very volatile. The demand for the Venture's products has been dependent on different factors such as: economic, political, social condition, the introduction of new vehicles, and application of new technologies in a given market. The demand may also be affected by factors which directly determine the price of the hypercar such as production costs, governmental regulations, fuel costs, tariffs, taxes on luxury goods etc. This demand volatility may adversely affect the Venture to sell the 1 (one) Millecavalli R.</p>

		<p><b>Client preferences and automotive trends</b></p> <p>The Venture's business success depends on its ability to determine product and automotive trends, to respond quickly to customers preferences, and trends in design, technology, styling, production, and prices of hypercars. As the Venture aims to expand globally, responding to client preferences and automotive trends may become complex and difficult to achieve. This may cause material adverse effects on the Venture's business, operations, and financial conditions.</p> <p><b>Low volume strategy</b></p> <p>The Venture's strategy is focused on the production of exclusive tailor made hypercars in limited edition. However, this strategy may limit Venture's potential, sales growth, and probability. In such a case, the Venture has to be able to balance the exclusivity with the increased production.</p>
55.	Regulatory risk for the Securities	<p>The Venture and the Issuer must comply with various legal requirements, including requirements imposed by the security laws and company laws in various jurisdictions, including Luxembourg and Italy.</p> <p>Should any of those laws change and the same be differently interpreted by courts, the legal requirements to which the Venture and the Issuer may be subject could differ materially from current requirements including, but not limited to compulsory measures or confiscations.</p> <p>There has been and will continue to be extensive rulemaking in the European Union, which added, and which may further add costs to the legal, operations and compliance obligations of the Issuer and the Venture which ultimately will affect the returns on the investment made by the Investor.</p>
56.	Taxation Risk	<p>As with any other investment structure there is a risk that the corporate structure may not be tax efficient for any particular Investor(s) and no guarantee can be given that any particular tax result will be achieved. The pay-out to Investors may ultimately bear partly or fully the burden of withholding tax and/or other taxes in Switzerland and/or in other countries. In addition, tax reporting requirements may be imposed on Investor(s) under the laws of the jurisdiction(s) in which Investor(s) are liable for taxation. Investor(s) should consult their own professional advisors with respect to tax consequences.</p>
57.	Technology risks	<p>The Issuer uses Blockchain technology for the issuance and management of the Securities. Blockchain technology is in its early days and the best practices for the usage is still not defined.</p> <p>The Securities are based on the Liquid Network. Therefore any malfunction, breakdown, abandonment or facts of the Liquid Network or other issues involving the</p>

		<p>related Liquid Network infrastructure, wallet design, implementation factors, internet failures, malware, spoofing, phishing, spear phishing, poor software design, use of pre-released or unproven, non-reviewed software or malicious co-participant actions may have a material adverse effect on the Securities.</p> <p>Liquid Networks requires the blocks to be signed by at least two-thirds of all block signers to make any transaction valid on the Liquid Network. In case more than two-thirds of the block signers collude and/or the hardware security module of the block signers malfunctions, the Investors may face risks which are not only limited to denial of service, double spend attack.</p> <p>The liquid securities server manages the Whitelist of Securities Account and co-signs all the transactions of the Securities. Any fault in the liquid securities server may adversely affect the Whitelist and malfunction the register of the Investors.</p> <p>Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to Securities by rendering ineffective the cryptographic consensus mechanism that underpins the Blockchain.</p> <p>Neither the Issuer nor the Venture shall have any obligation whatsoever to reverse or assist in reverse any false transaction of the Securities unless the same results in loss of Securities owing to the loss of access to the Investor's Securities Account and the Investor has sufficient reason to prove the ownership over such Securities.</p> <p>The Investor may experience damage and/or loss (including financial) caused by the existence, identification and/or exploitation of these vulnerabilities through hacks, sophisticated cyber-attacks, distributed denials or service or other security breaches, attacks or deficiencies.</p> <p>There may be potential existence of phishing websites which pretend to be the Authorised Communication Channels or the management platform for the Securities. It is the obligation of the Investor to check the correct domain of the Authorised Communication channel and the right management platform is being accessed.</p> <p>Additionally, the Blockchain had very limited usage in the securities space. The Issuer is one of the few issuers who have chosen Blockchain for issuing their securities. Therefore, many technology and operational risks may not have been clearly foreseen by the Issuer at the time of the issuance of the Securities.</p>
58.	Finance risk	<p>Given that the nature of the Venture's business is capital-intensive, access to external financing is crucial for continuity of the same. A liquidity risk could arise if</p>

		<p>external financing is not available to the Venture when refinancing is required. Such risk may affect the revenues of the Venture.</p> <p>In addition, from time to time, the Venture may enter into transactions to develop the business, enter new markets, acquire assets or the shares of other companies. These transactions may be financed wholly or partially with equity or debt instruments, which may increase Venture's financial liability. Any such financing obtained in the future could also involve restrictive covenants relating to capital raising activities and other financial and operational matters, which could make it more difficult for the Venture to obtain additional capital and to pursue business opportunities, including potential acquisitions, resulting in adverse effect on the Venture's revenue.</p>
59.	Currency exchange risk	<p>The Securities may be subscribed in EUR, or cryptocurrencies such as BTC, USDT or L-BTC.</p> <p>Investors may incur additional transaction costs while paying cryptocurrencies such as BTC, L-BTC or USDT during the investment process.</p>