

Contract on a Participatory Loan

Between

Toony Boom UG

Dieselstr. 5

63843 Niedernberg

Register number: HRB 15701

Register court: Commercial register Aschaffenburg

VAT ID No., DE 338478504

Tax number: 204/140/30778

EORI: Number: DE 21515604197624

_____ hereafter Company
and

.....
.....
hereinafter referred to as the Lender

the following Participatory Loan (Profit Loan) is agreed:

§ 1 Loan conditions

(1) The Lender grants the Company a loan in the amount of EUR.....(in words: EUR.....).

(2) The loan amount is to be transferred to the company's account no. 6896239476 at Olinda Zweigniederlassung Deutschland Bank, BLZ 10010123 or IBAN: DE50 1001 0123 6896 2394 76 by _____ at the latest.

BIC/SWIFT: QNTODEB2XXX. The Company is obliged to confirm the payment to the Lender in writing without delay.

The Borrower confirms to have received EUR in cash from the Lender on.....

(3) The loan is open-ended. The period of notice is 6 months to the end of the year. Termination of the loan agreement by the lender is permissible at the earliest as of 2035. The termination must be in writing. The loan is due for repayment on _____.

(4) In addition, the loan may be called in at any time with the effect that the entire remaining loan amount must be repaid to the lender within 14 days if the company breaches the obligations contained in this agreement or uses the loan amount in breach of the agreement or if, due to a significant change in the company's legal form (change of legal form, merger or demerger, significant change in the object of business or business operations, etc.), a significant impairment of the company's credit rating or profit expectations is to be expected for the lender.

(5) Early partial or full repayment of the loan is possible.

(6) The right to terminate without notice for good cause remains unaffected. Good cause shall be deemed to include in particular: Suspension of payments by the borrower; opening of insolvency proceedings on the assets of the borrower; arrears of payment of the borrower of more than EUR 15,000.00.

§ 2 Profit Sharing

(1) Interest on the loan amount shall be paid by means of the lender's participation in the annual profit of the enterprise in the amount of 15 % of the annual profit determined in accordance with the following provisions, but not exceeding 25 % of the outstanding loan amount. In business years in which the loan is not fully outstanding (e.g. through repayment), the share of profit attributable to the loan is reduced accordingly. The profit share shall also change to the extent that the ratio of the equity capital of the enterprise to the outstanding balance of the loan at the end of the business year changes in the year in question.

(2) The relevant profit for the year shall be the profit for the year before tax and before profit sharing of the participating loan to be determined in accordance with the consolidated balance sheet of the enterprise. Special tax provisions such as an investment reserve or early depreciation as well as other reserve movements shall expressly be disregarded. Provisions and comparable items shall only be taken into account to the extent that they are also recognised for tax purposes.

(3) A participation in the substance or in the liquidation proceeds is excluded, as is a participation in losses. Losses from the previous year(s) or the existence of a loss carried forward shall not be taken into account for the determination of the profit of the current business year.

(4) The profit share shall be due for payment to the lender 30 days after the resolution on the balance sheet, but no later than 30 September of the year following the business year.

(5) The lender shall be entitled to inspect the accounting and business documents via an auditor insofar as

these are of importance for the determination of the profit share. Upon request of the lender, the company is furthermore obliged to provide the lender with a detailed and comprehensible calculation of the profit share. Furthermore, it shall not be entitled to any rights of instruction and control with regard to the management of the business operations of the enterprise, its administration and accounting.

(6) The Borrower shall withhold the statutory capital gains tax from the interest claim and pay it to the competent tax office.

(7) Insofar as the Borrower is in default, default interest in the amount of 5% p.a. shall accrue in addition to the interest on the loan, commencing from the time of the occurrence of the default. The lender retains the option of proving higher damages caused by default.

§ 3 (optional) Provision of collateral

(1) The company provides the following collateral for the loan claim "THE PROJECTS".

(2) The costs of the loan security shall be borne by the enterprise.

§ 4 (optional) Subordination

(1) The assertion of the claim for repayment by the lender is excluded as long and as far as it would cause a reason for the opening of insolvency proceedings over the assets of the enterprise. This shall also apply to the agreed interest.

(2) The lender's future claims, including interest, shall rank behind all other creditors of the enterprise, in particular the claims referred to in section 39 subs. 1 nos. 1 to 5 InsO. The lender may demand satisfaction from the above claims only after the reasons for insolvency have been eliminated from future balance sheet profits, from a liquidation surplus or from other free assets. Furthermore, in the event of insolvency or liquidation, its claims shall also not be considered prior to, but only on a pari passu basis with, claims of the shareholders for the return of contributions and shall thus be treated as if they were statutory capital.

(3) The lender is expressly aware that as a result of the subordination he bears a financial risk in the amount of the loan and the interest.

§ 5 Rights to information

(1) The lender shall be entitled to demand a copy of the annual accounts and to verify their accuracy by inspecting the books and papers. If he is granted the maximum remuneration according to § 2 par. 1, he shall no longer be entitled to this right of information and inspection.

(2) In order to exercise its information and control rights, the lender shall be entitled to engage a lawyer, tax advisor, certified accountant or auditor.

(3) The lender shall maintain silence about all matters of the enterprise that have become known to him. This obligation shall also apply for a period of 100 years after the termination of the relationship arising from this contract, unless the interest of the company does not require confidentiality.

§ 6 Risks:

We recognise that every project involves risks and challenges and we will endeavour to overcome these successfully. If there are delays or changes in the production schedule, we will inform our supporters immediately.

Our transparent communication and open information policy allow us to set realistic expectations and address potential issues early on. We will regularly inform our supporters about the progress of the project and actively involve them in the process to ensure that they are satisfied with the final product.

Through our experience in past projects, we know how important it is to keep our supporters informed at all times and to address issues proactively. We are confident that we will overcome any challenges and complete a successful campaign that leaves our supporters completely satisfied.

§ 7 Final provisions

(1) The rights and obligations under this Agreement may only be assigned or otherwise transferred with the written consent of the other party.

(2) Amendments or additions to this contract must be made in writing, whereby this written form requirement itself can only be waived in writing.

(3) Should individual clauses of this contract be wholly or partially invalid and/or unenforceable - for whatever legal reason - this shall not affect the validity of the remaining clauses. Both contracting parties undertake to replace the invalid/unenforceable clause by another clause which comes as close as possible to the economic purpose of the invalid/unenforceable provision and is itself valid.

Place 63843 Niedernberg, Date , Place 63843 Niedernberg, Date ,

Signatures Signatures