**INVESTMENT AGREEMENT**

Subordinated Loan Agreement with Fixed Return

concluded pursuant to Section 497 et seq. of the Slovak Commercial Code.

If the Investor is a consumer, Sections 657 et seq. of the Slovak Civil Code and the mandatory consumer-protection provisions (§ 52 et seq. of the Slovak Civil Code) shall apply mutatis mutandis.

**1. Parties**

**Company:** Softcore s.r.o.

**Company ID:** 56228155

**Tax ID:** 2122246038

**Registered office:** Zlatovská 2189/27, 911 05 Trenčín

**Registration:** Commercial Register of the District Court Trenčín, Section: Sro, Insert No. 46913/R

(hereinafter the “Company”),

and

Investor:

[Name and Surname / Company Name]:

[Personal ID No. / Company ID (IČO)]:

[Residence / Registered Seat]:

[Nationality]:

[Bank Account in IBAN format]:

(hereinafter the “Investor”).

The Company and the Investor, hereinafter jointly also as the “Parties”, are entering into this Investment Agreement (the “Agreement”).

**2. Purpose and Context of the Investment**

2.1 Purpose of financing: The Company operates in the field of passenger transportation as a partner in the Bolt platform ecosystem and plans to expand its business. To this end, the Company has decided to raise capital from several private investors in the form of interest-bearing investment deposits in order to finance the expansion of its fleet, technologies, and related activities supporting the growth of its transportation services.

2.2 Nature of the investment: This Agreement constitutes a framework investment contract intended for retail as well as semi-professional investors for investment amounts of approximately €500 to €500,000. The Agreement sets uniform terms for all Investors, comprehensible also to individuals without legal training, while maintaining the professional standard typical for fund documentation.

2.3 Programme cap: The total volume of funds raised by the Company under this investment programme is limited to €3,000,000 (the so-called hard cap). The Company is under no obligation to accept investments above this limit and may refuse further investments or suspend the admission of new Investors once this amount has been reached.

**3. Definitions**

• **Investment / Invested Amount:** the funds the Investor contributes to the Company under this Agreement, in the amount agreed in Clause 4.1 below (a minimum of €500 and a maximum of €500,000 per Investor within the programme). The invested principal will bear interest and be repaid in accordance with this Agreement.

• **Investment Packages**: three tiers of investment offered by the Company. Each Investment Package determines the investment term, annual fixed interest rate and minimum investment amount:

* **Package “Start”** – investment term of 1 year, fixed interest rate of 7.5% p.a., minimum investment €500 (intended for smaller retail investors).
* **Package “Growth”** – investment term of 3 years, fixed interest rate of 10.5% p.a., minimum investment €1,000 (a mid-level investment for investors with a longer horizon).
* **Package “Prestige”** – investment term of 5 years, fixed interest rate of 15.5% p.a., minimum investment €2,500 (the longest horizon with the highest return, suitable for experienced investors).

• **Principal:** the invested amount (the principal amount) in euros contributed under this Agreement. The Principal will be repaid by the Company to the Investor upon maturity (final maturity date), i.e., after the agreed investment term of the respective Investment Package (1, 3 or 5 years) or upon early redemption.

• **Interest / Interest Rate:** a fixed interest to which the Investor is entitled on the invested amount at the rate stipulated for the selected Investment Package (7.5% / 10.5% / 15.5% per annum as stated above). Interest accrues on the outstanding principal using the 30E/360 day‑count convention—i.e., on the assumption of 30‑day months and a 360‑day year.

• **Interest payment:** interest is paid once per year in arrears. Specifically, the interest for each elapsed year of the investment will be paid to the Investor in a single payment after 12 months from the Investment Date (for the 1‑year package together with the principal at maturity; for multi‑year packages annually). If an interest payment date falls on a non‑Business Day (as defined below), payment shall be made on the next following Business Day.

• **Business Day / TARGET2 Business** **30E/360 Day:** any day on which the TARGET2 system (Trans‑European Automated Real‑time Gross Settlement Express Transfer System) is open and operating for euro payments. Typically, this is any day other than Saturday, Sunday, and selected public holidays when banks in the Slovak Republic and the EU do not process payments. For the purposes of this Agreement, a Business Day also means a banking business day in the Slovak Republic.

• **Investment Date:** the date on which the invested amount is credited to the Company’s bank account (i.e., the date the investment becomes effective). This date is decisive for the start of the investment term, the interest calculation, and the determination of annual intervals for interest payments. (Example: if the Investment Date is 15 March 2025, annual interest will be paid on 15 March 2026, 2027, etc., and the maturity of a 3‑year package would be 15 March 2028, adjusted to the next Business Day if 15 March is not a Business Day.)

• **Maturity / Final Maturity**: the moment when the agreed investment term expires and the principal falls due. Maturity is the last day of the investment period under the selected package (after 1, 3 or 5 years from the Investment Date), on which the Company must repay to the Investor the entire outstanding principal (less any partial repayments or earlier redemptions) together with any interest accrued but unpaid to such date.

• **Subordinated Investment / Subordination:** this investment is a subordinated obligation of the Company. Subordination means that the Investor’s claims for repayment of principal and payment of interest rank junior in right of payment to other, non‑subordinated (ordinary or secured) liabilities of the Company.

• **Early Redemption:** early redemption means the Company’s redemption of the investment (principal) before the original agreed term (i.e., prior to maturity) under the conditions set out in Clause 6.1 below. In the event of early redemption, the Investor is entitled to all interest accrued and unpaid up to the early redemption date, and to an agreed premium of 0.5% of the principal amount being redeemed as compensation.

• **Interest Deferral:** the Company’s option to unilaterally defer payment of a due interest amount to a later date under the conditions and circumstances set out in Clause 6.2 below. During the deferral period, the deferred interest continues to be recognised as a debt of the Company to the Investor, but as a rule does not itself accrue further interest (unless the Company decides otherwise). A deferral is a temporary measure in the interest of the Company’s stability and does not constitute a breach of this Agreement if carried out in accordance with it.

• **AML and KYC regulations:** anti‑money‑laundering and counter‑terrorist‑financing laws and know‑your‑customer identification rules. In this Agreement these mean the Company’s duty to verify the Investor’s identity and the origin of funds, and the Investor’s duty to provide the necessary cooperation (documents) for such verification. These obligations arise in particular from Act No. 297/2008 Coll. on the protection against money‑laundering and from international AML/KYC standards.

• **FATCA:** the U.S. Foreign Account Tax Compliance Act (2010), which requires foreign financial institutions to identify and report to the U.S. IRS information on financial accounts and investments held for so‑called U.S. persons. In practice, this means identifying whether the Investor is a U.S. citizen or tax resident and, if so, ensuring reporting of their investments to the competent authorities.

• **GDPR:** Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation) and related national legislation. GDPR governs how the Company processes the Investor’s personal data in connection with this Agreement, including the duty to inform the Investor about processing details and to ensure the protection of their data.

(Note: In this Agreement, the defined terms above are capitalised for clarity. Additional terms may be defined directly in the text of the Agreement.)

**4. Subject and Terms of the Investment**

4.1 Amount and selection of the investment: The Investor undertakes to provide the Company with an investment in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ € (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euros). The Investor has selected the “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” Investment Package (indicate Start / Growth / Prestige as selected), i.e., an investment with a term of \_\_\_\_\_ years and a fixed interest rate of \_\_\_\_\_ % per annum. The Company hereby accepts the Investment under the terms of this Agreement.

4.2 Commencement of the investment relationship: The investment relationship between the Parties arises upon this Agreement taking effect and the full invested amount being credited to the Company’s account. The date on which the amount is credited to the Company’s account is the Investment Date from which the investment term is measured and from which interest begins to accrue. After receiving the payment (and successful identity verification of the Investor pursuant to Clause 9.4), the Company shall issue to the Investor a written or electronic confirmation of receipt of the investment stating the invested amount, the selected Package, the Investment Date, the expected maturity and other material particulars.

4.3 Accrual of interest: The Company undertakes to pay the Investor annual interest on the principal at the agreed interest rate. Interest accrues daily on the current outstanding principal using the 30E/360 convention (see Definitions above). The Investor’s interest income for each year of the investment corresponds approximately to the agreed annual percentage rate on the invested amount (unless an early redemption or a partial reduction of principal occurs). Interest will be paid in the manner and on the dates set out in Clause 4.4.

4.4 Payment of interest: Interest is paid once per year for each full 12‑month period of the investment. The first interest payment date occurs after 12 months from the Investment Date (provided the investment has run for at least one year). Thereafter, for multi‑year investments, interest is paid every 12 months (always for the elapsed year) until the end of the investment term. For the 1‑year package, interest will be paid together with principal at the end of the 12‑month term. If an interest payment date falls on a day that is not a Business Day, payment is postponed to the next Business Day, without any additional interest for the postponement period. Example: If the Investment Date is 10 October 2025, annual interest will be due on 10 October 2026; if 10 October 2026 is not a TARGET2 Business Day, payment will be made on 11 October 2026 or the next possible Business Day.

4.5 Repayment of principal (Maturity): Upon the expiry of the agreed investment term (maturity), the Company undertakes to return to the Investor the entire invested principal (the outstanding balance) in full. The maturity payment date is the last day of the agreed term (adjusted to a Business Day as necessary). On that day, the Company shall also pay the last accrued interest (for the period from the last interest payment date to the maturity date). Upon repayment of principal and all interest due on the maturity date, this Agreement shall be deemed duly terminated with respect to the given investment (unless extended automatically by agreement or reinvested).

4.6 Use of the investment: The Investor acknowledges and agrees that the invested funds will be used primarily to finance the purpose declared in Clause 2.1 (expansion of the Company’s transportation activities within the Bolt ecosystem). The Company undertakes to use such funds economically and in line with its business plan. This Agreement does not create any proprietary right of the Investor to specific assets of the Company—it is a monetary contribution in respect of which the Investor has a receivable from the Company in the corresponding amount.

4.7 No requirement for additional contributions: The Investor is not obliged to provide the Company with any financial contributions beyond the agreed invested amount, even in the event of an adverse development of the Company’s business. The investment is a one‑off contribution. The Company may not unilaterally require the Investor to increase the investment or make additional contributions. Likewise, the Investor (save as provided in Clause 6) may not unilaterally demand repayment of the investment before the agreed maturity.

**5. Method of Funding and Payouts**

5.1 Method of providing the investment: The Investor undertakes to pay the agreed invested amount in one of the following ways:

• Bank transfer (preferred): a cashless bank transfer in EUR to the bank account of Softcore s.r.o., IBAN: SK94 1100 0000 0029 4717 0861, held with Tatra banka a.s. The Investor shall state their name or investor ID (as instructed by the Company) as a reference symbol to ensure correct matching of the payment.

• Card payment via Stripe (web alternative): an online card payment via the Stripe payment gateway, which supports 3‑D Secure authorisation for secure processing. The Investor shall complete the transaction successfully in accordance with Stripe’s instructions. Processing fees for card payments are borne by the Company.

5.2 Time limit for payment: Unless agreed otherwise, the Investor shall pay the invested amount within 5 days of signing this Agreement (or from the date of its electronic conclusion). In case of delay in payment, the Company reserves the right to withdraw from the Agreement or to shift the Investment Date to the actual date of receipt of funds (with all subsequent dates moving accordingly).

5.3 Confirmation of receipt: After the payment has been credited to its account, the Company shall inform the Investor (by e‑mail or via the user account on the platform) of receipt of the investment and state the credit date (the Investment Date). The Company shall then register the Investor in its internal investor register with the details of their investment.

5.4 Method of paying interest and principal to the Investor: The Company will pay interest and principal to the Investor cashlessly, either (i) by transfer to the Investor’s bank account designated by the Investor (in the Investor’s profile or in writing in the Agreement), or (ii) by another agreed method (e.g., crediting back to the card if permitted by Stripe’s terms, or paying to another financial account as agreed). Before the first payouts, the Company shall obtain from the Investor the necessary details for payments (bank account/IBAN, and if needed a confirmation of account ownership). Interest payments and principal repayments are deemed made on the date the amount is debited from the Company’s account to the account notified by the Investor. Bank fees associated with euro transfers within the SEPA area are borne by the Company; if the Investor chooses an account outside SEPA or in a foreign currency, additional fees may apply, which are borne by the Investor (subject to prior agreement).

5.5 Taxation of interest: Interest income will be paid on a gross basis. The Company does not withhold personal income tax upon the payment of interest (this is neither a bank deposit nor a bond subject to withholding tax). The Investor acknowledges that they are is responsible for self-assessing and paying any tax due on interest income in accordance with applicable tax legislation. Upon the Investor’s request, the Company may provide a summary of interest paid for the calendar year for tax return purposes. (Note: where the Investor is a legal entity or a non‑resident of the Slovak Republic, the tax regime is governed by special regulations. The Investor must inform themselves and fulfil any reporting or tax obligations on their own.)

**6. Special Rights and Options of the Company**

6.1 Early redemption of the investment by the Company: The Company may at any time during the investment term decide to redeem all (or, in exceptional cases, a portion of) the investment before the originally agreed maturity. The Company may exercise this right for reasons of efficient debt management or due to its financial situation. Early redemption is subject to the following conditions:

• Notice of early redemption: The Company shall notify the Investor of its intention to redeem early in writing (including by e‑mail) at least 30 days in advance of the planned early redemption date. The notice shall state the redemption date and set out the amounts to be paid.

• Amounts payable: On the early redemption date, the Company shall pay the Investor: (i) the entire outstanding principal amount (nominal), (ii) the accrued but unpaid interest to that date (for the period from the last interest payment date to the early redemption date, calculated on a 30E/360 basis), and (iii) an early redemption premium of 0.5% of the original investment amount. The Investor receives this premium as compensation for the earlier termination of the investment.

• Effect of early redemption: Upon payment of the amounts above, the investment is deemed redeemed in full and the Company’s obligations to the Investor shall terminate (this Agreement terminates with respect to the given investment prior to the expiry of the term). The Investor has no entitlement to any further interest after the early redemption date and to no compensation other than the 0.5% premium.

• Partial early redemption: The Company may, by agreement with the Investor, redeem a portion of the investment (e.g., pro rata across all investors if circumstances require). In such case, the principal is reduced accordingly and interest continues to accrue on the remaining amount; the 0.5% premium is calculated on the portion redeemed early.

6.2 Deferral of interest payments (Deferral): The Company may, in strictly justified cases, unilaterally defer payment of currently due interest to a later date if its immediate payment would jeopardise the Company’s liquidity or stability. This right will be used only exceptionally, e.g., in the event of temporary financial difficulties, and is subject to the following rules:

• Notice of deferral: The Company shall notify the Investor (in writing or electronically) of its intention to defer payment of a particular interest amount prior to the original interest payment date. The notice shall state the reasons for the deferral and the new planned payment date for the deferred interest (or the conditions upon which payment will occur).

• Duration of deferral: A deferral may be for a fixed period (e.g., shifting to the next anniversary) or for an indefinite period such that payment will be made once the Company’s financial position permits, but in any case no later than the final maturity of the investment. In all cases, all deferred interest must be paid no later than upon repayment of principal at maturity (unless the Parties agree otherwise or the Company further specifies otherwise).

• Cumulative nature vs. interest accrual: Deferred interest is a cumulative obligation—i.e., the Investor’s entitlement to such interest remains and accumulates. It does not itself accrue further interest (the Company is not obliged to pay “interest on unpaid interest” for the deferral period), unless the Parties agree otherwise or the Company voluntarily grants some compensation. The Investor is therefore not entitled to any default interest or penalty due to a deferral carried out in accordance with this Agreement. (Deferred interest remains nominally unchanged until paid.)

• Resumption of payments: The Company will seek to pay deferred interest as soon as its financial conditions permit. Once the reasons for the deferral cease, the Company will pay the deferred interest either immediately or on the next regular interest payment date. The Company shall inform the Investor of the date on which deferred interest will be paid.

• Transparency: The exercise of this deferral right will be communicated by the Company openly and in good faith. The Investor has the right to request from the Company basic information on the reasons for deferral (e.g., a brief financial explanation) to the extent that does not disclose confidential internal data.

The Investor acknowledges that the interest deferral provision safeguards the continuity of the Company’s business in challenging periods. This arrangement increases the risk to the Investor (later receipt of interest), which is reflected in the investment’s higher interest rate.

6.3 Other rights of the Company: The Company is entitled to:

• Refuse an investment: not enter into the Agreement or decline a payment from a particular investor if the Programme cap (€3 million) would be exceeded or if the person does not successfully pass the KYC/AML process (Clause 9.4), or for other statutory reasons.

• Set‑off liabilities: If the Investor owes due amounts to the Company (e.g., damages, fees), the Company may unilaterally set off claims and appropriately reduce amounts payable to the Investor (after notifying the Investor).

• Administrative adjustments: carry out necessary administrative acts related to the administration of the investment—for example minor technical changes to payment dates (while maintaining annual frequency), updates to the Investor’s contact details, etc., informing the Investor of such steps.

6.4 Change‑in‑Law/Tax Call and Change‑of‑Control Call: The Company is entitled to redeem the investment early (in whole or in part) with a 0.5% premium if (i) a change in legal or tax regulations renders this Agreement illegal or causes a material increase in its costs (Change‑in‑Law/Tax Call), or (ii) a change of control over the Company occurs (Change‑of‑Control Call). In these cases the Company will also pay accrued interest up to the redemption date and will give at least 30 days’ prior notice. The Company is also entitled to extend the maturity once by up to one month due to events beyond its reasonable control, with a notice stating reasons and a new timetable. The Investor acknowledges that early redemption is a right of the Company, not its obligation, and may not be unilaterally initiated by the Investor. The Company undertakes to exercise this right with due regard to equal treatment of all investors.

**7. Subordination and Ranking of Claims**

7.1 Status of the investment: The Parties expressly confirm that the investment provided under this Agreement is subordinated debt in relation to the Company’s other liabilities (as defined in Clause 3 – Subordination). The conditions of subordination are agreed for the benefit of all present and future creditors of the Company who are not in the same (subordinated) position.

7.2 Force majeure and insolvency situations: If the Company enters formal bankruptcy or restructuring proceedings, the Investor undertakes to follow the instructions of the insolvency trustee or the restructuring administrator with respect to the assertion of the subordinated claim. This subordination agreement is binding on the Investor’s legal successors or assignees.

**8. Investor’s Representations and Covenants**

8.1 Legal capacity and source of funds: The Investor is authorised and competent to enter into this Agreement. If the Investor is a natural person, they are at least 18 years of age. If the Investor is a legal entity, the person signing this Agreement is duly authorised. The funds used for the Investment originate from lawful sources and are not proceeds of crime. The Investor is not involved in any money‑laundering or terrorist‑financing activity. Upon request, the Investor will provide the Company with documents evidencing the origin of funds where necessary to meet AML obligations.

8.2 Familiarisation with the terms: The Investor declares that, prior to entering into this Agreement, they carefully reviewed its content, including all definitions, conditions, rights and obligations. The Agreement is drafted clearly and intelligibly and the Investor understands it. The Investor had the opportunity to ask the Company supplementary questions and obtained satisfactory explanations of any uncertainties. The Investor likewise had the opportunity to seek independent professional advice (legal, financial) if they deemed it necessary.

8.3 No Reliance: The Investor enters into this Agreement based on their own decision and did not rely on any statements, promises or information provided by the Company or its representatives that are not expressly set out in this Agreement. The Investor is aware that any estimates, projections or marketing information on the Company’s future performance (e.g., expected profits from expansion) are not guaranteed and do not form part of this Agreement. This Agreement constitutes the entire understanding between the Parties and, in making their investment decision, the Investor relies solely on the terms contained herein and their own assessment of risks.

8.4 Investor categorisation: The Investor has been informed of the nature of the offer and confirms that they fall within the target group of this investment. Specifically:

• If the Investor is a retail (non‑professional) client, they acknowledge that the investment is neither a bank deposit nor an insurance product, and their legal protection is governed only by this Agreement and the general laws (the Civil Code and applicable regulations).

• If the Investor is semi‑professional (meeting statutory criteria of an experienced investor, e.g., under crowdfunding or capital‑market regulations), they confirm that they are aware of the risks associated with this investment and that their financial background enables them to bear a possible loss of invested funds. (Note: The retail vs. semi‑professional designation serves only to assess the appropriateness of information, and this Agreement offers the same terms to both categories.)

8.5 Cooperation on AML/KYC: The Investor undertakes to provide the Company with the necessary cooperation to verify their identity and to comply with AML regulations. Upon request, the Investor shall present a valid identity document (e.g., ID card or passport) and, where applicable, additional documents (proof of address, a statement on the ultimate beneficial owner where the Investor is a legal entity, etc.) to the extent required by legislation or the Company’s internal rules. The Investor agrees that the Company may store and process this information to fulfil its statutory obligations. If the Investor fails to provide the required documents or information, the Company is entitled to refuse to enter into the Agreement or to terminate this Agreement with immediate effect. Know‑Your‑Customer (KYC) requirements are essential to prevent financial crime and serve to verify the identities of the parties. A delay exceeding 60 days (outside a permitted deferral), insolvency, provision of false information, breach of AML/KYC obligations, or an unauthorized transfer shall constitute an event of default.

8.6 FATCA status and tax residency: The Investor declares that:

• They are not a citizen or tax resident of the United States (a “U.S. Person”) under U.S. tax law definitions, or, if they are, they informed the Company of this fact prior to entering into the Agreement.

• If the Investor has the status of a U.S. person (e.g., holder of a U.S. passport, citizenship or permanent residence in the U.S., or U.S. tax residency), they shall promptly provide the Company with all information and documents necessary to fulfil obligations under FATCA, in particular the completed forms (e.g., IRS Form W‑9 or W‑8BEN as instructed by the Company).

• The Investor acknowledges that FATCA is U.S. law requiring foreign financial institutions to identify and report the accounts and investments of U.S. tax residents to the competent authorities. In this connection, the Investor authorises the Company, where necessary, to provide information about them (name, address, tax identification number, invested amount and returns) to the Slovak tax authority (the Specialized Financial Office) or directly to the IRS, if required by FATCA implementation in the Slovak Republic. The Company declares that it will treat such data confidentially and solely for the purposes prescribed by law.

• The Investor agrees that, if they fail to provide the required cooperation under this clause (e.g., refuse to complete the forms), the Company is entitled to take measures to ensure FATCA compliance, including potentially reporting their data to the relevant authorities without the Investor’s consent, or withholding/postponing payments subject to FATCA withholding, to the extent permitted by law.

8.7 Notification of changes: The Investor undertakes to inform the Company without undue delay of any change to their identification data provided upon entering into the Agreement (e.g., change of name/corporate name, address, bank details), as well as any change in their legal or tax status (e.g., becoming a tax resident of another country or of the U.S.). This information is important for the proper administration of the Agreement and for fulfilling statutory obligations.

8.8 Independence of the investment decision: The Investor confirms that the decision to invest in the Company was made independently and with awareness of all material circumstances. The Company did not provide the Investor with individual investment advice tailored to their personal circumstances; the Investor assessed on their own that this investment is suitable for them in light of their financial situation and risk tolerance.

8.9 Legality and compliance: In performing this Agreement, the Investor will comply with all applicable legislation. The Investor will not seek to circumvent any provisions of this Agreement or involve the Company in transactions that could result in a breach of law (e.g., attempts to launder unlawful proceeds through the investment).

**9. Company’s Representations and Obligations**

9.1 Legal basis and authority: The Company is a duly incorporated and existing private limited company under the laws of the Slovak Republic, registered in the Commercial Register (see the introduction to the Agreement). The Company has full power to enter into and perform this Agreement. The conclusion of the Agreement was approved in accordance with the Company’s internal rules (by the statutory body and/or the general meeting where required by law). This Agreement constitutes a legally binding and enforceable obligation of the Company towards the Investor, in accordance with its terms.

9.2 Rules for offering investments: The Company represents that fundraising from Investors under this Agreement is conducted in accordance with applicable legislation. The Company does not require a licence from the National Bank of Slovakia or any other authorisation for this form of financing (as it is not a public offer of securities above the prospectus threshold and/or constitutes crowdfunding within the limits of EU regulation, or another permitted mechanism), or (ii) where such authorisation is required, the Company has duly obtained it and complies with its conditions. This Agreement does not create an equity interest in the Company and is not a publicly tradable security—it is a contractual obligation relationship (a loan/investment deposit).

9.3 Completeness of information: The information provided by the Company to the Investor about its activities, financial condition and plans (whether in this Agreement or in presentation materials) truthfully reflects the current situation as of the date of this Agreement to the best knowledge of the Company’s officers. The Company has not concealed any material facts that could materially and adversely affect the decision to invest. (Note: past financial results or forward‑looking projections are not a guarantee of future performance and are not warranted.)

9.4 Use of proceeds: The Company undertakes to use the funds obtained from Investors exclusively for the purposes stated in Clause 2.1, i.e., to finance expansion and related activities. It will not use such funds for other purposes, in particular not for disproportionate personal enrichment of shareholders or for risky projects not directly related to transportation activities. This obligation does not prevent the ordinary business use of funds (e.g., payment of supplier invoices, drivers’ wages, vehicle leasing) connected with expansion.

9.5 Performance of obligations to the Investor: The Company undertakes to duly and timely perform all monetary obligations to the Investor arising from this Agreement, in particular to pay interest on the agreed dates and to repay principal at maturity (or upon early redemption). The Company shall keep an ongoing record of all payments made to the Investor and, upon request, provide the Investor with a statement or other confirmation of the balance of their investment.

9.6 Equal treatment: The Company will treat all investors under this programme equally and non‑discriminatorily. This means that no investor will be granted additional benefits or different terms not offered also to the Investor, except where this arises directly from differences between the investment packages (e.g., different terms and rates) or from an individual agreement with a particular investor outside this programme (which does not apply to the Investor).

9.7 Confidentiality of Investor data: The Company undertakes to maintain confidentiality regarding the Investor’s identity and the details of their investment, as provided in Clause 10 below. Without the Investor’s consent, the Company shall not disclose such data to any third party except where required by law (e.g., to an auditor, the tax authority, or a regulator) or under Clause 10.1.

9.8 Compliance with law: In implementing this Agreement, the Company will act in accordance with all applicable legislation, including investor‑protection regulations, AML laws, tax laws, etc. The Company is registered for the purposes of Act No. 297/2008 Coll. (if a obliged entity) or has implemented an internal programme to detect unusual transactions. The Company also complies with FATCA and the Common Reporting Standard (CRS) to the extent applicable.

9.9 Insolvency: The Company is not currently insolvent, faces no imminent risk of insolvency, and is not subject to bankruptcy or restructuring proceedings, nor has a petition for its liquidation been filed. The Company enters this obligation aware that it will be able to meet the agreed terms subject to the fulfilment of its business plan. (The mere fact that subordinated debt is being raised does not mean the Company is financially unstable; it is a form of financing.)

9.10 Taxes (no gross‑up): Payments will not be increased (grossed‑up) for taxes/withholding. If changes occur, the Tax Call will apply.

**10. Confidentiality and Anonymity of the Investor**

10.1 Confidential information: All information relating to this Agreement and the contractual relationship between the Company and the Investor is deemed confidential, in particular information on the Investor’s identity and the amount of their investment. The Company treats this data as a trade secret and personal data subject to protection.

10.2 Company’s duty of confidentiality: The Company undertakes to keep the Investor’s identity and investment details confidential. Without the Investor’s prior written consent, the Company will not disclose to any third party that the Investor has entered into this Agreement nor any details of the invested amount or terms. Exceptions are only:

• Public authorities: disclosure is permitted if required by law or by a final decision of a court or other competent authority (e.g., the tax authority, the National Bank of Slovakia in the exercise of supervision, the financial police during investigations, etc.). In such case, the Company may provide the requested facts to the authority, but only to the necessary extent and, where possible, after informing the Investor (unless prohibited).

• Advisers and auditors: the Company may disclose confidential information to its legal, financial or tax advisers, accountants or auditors, provided such persons are bound by a professional duty of confidentiality or have signed a non‑disclosure agreement in a scope comparable to this Agreement. The purpose of such disclosure may include the preparation of financial statements, audit, legal review or other legitimate needs of the Company.

• Investment platform: if the investment was made through a licensed investment platform or intermediary, the Company may share the Investor’s data with the platform operator to the extent necessary to administer the investment, provided the operator is itself bound by statutory or contractual confidentiality.

10.3 Anonymity vis‑à‑vis the public: Notwithstanding the foregoing, the Company undertakes not to publish the Investor’s name (corporate name) publicly for marketing or other purposes in connection with this investment without the Investor’s consent. The Company will not publish a list of investors or their invested amounts (except possibly aggregated summary data from which individual investors cannot be identified). The Investor may voluntarily disclose their participation publicly; however, the Company may neither require this nor make any benefit conditional upon it.

10.4 Duration of confidentiality: The duty of confidentiality under this clause applies throughout the term of this Agreement and after its termination, without time limit. Unless expressly released in writing by the affected Party (the Investor), the other Party must keep the information confidential permanently.

10.5 Investor’s duty: The Investor undertakes not to disclose to third parties any confidential or sensitive information learned about the Company in connection with the conclusion and performance of this Agreement (e.g., shall not publish the Company’s internal financial data or business plans, unless publicly known). This does not apply to information that is or becomes publicly available without breach of this Agreement, or that the Investor lawfully obtained from a third party not bound by confidentiality.

10.6 Contractual penalty / damages: If either Party breaches the duty of confidentiality under this clause, the other Party has the right to claim appropriate damages caused by such conduct. The Parties agree that for determining damages due to unauthorised disclosure of the Investor’s identity or details of the investment, non‑pecuniary harm (reputational damage, invasion of privacy) and any lost business opportunity will be particularly relevant. The Parties may also agree a contractual penalty in a separate agreement, if deemed necessary.

10.7 Withdrawal from the Agreement: A consumer has the right to withdraw from a distance contract within 14 days.

10.8 Contractual penalty: For breach of the Investor’s confidentiality obligations under this clause, the Company is entitled to a contractual penalty of €1,000 for each breach; this is without prejudice to the right to claim damages exceeding the penalty. (Alternative: €2,500 or 1% of the Investment amount—as chosen by the Company.)

**11. Personal Data Protection (GDPR)**

11.1 Controller and scope of data: Under the GDPR and related data‑protection legislation, the Company informs the Investor that it acts as the controller of personal data provided by the Investor in connection with this Agreement. This includes in particular the Investor’s identification and contact details (name, surname/corporate name, address, date of birth/Company ID, identity document data, e‑mail, phone), data on the invested amount, selected package, payment dates, and any other data necessary to perform this Agreement and the Company’s statutory obligations.

11.2 Purposes of processing: The Investor’s personal data will be processed under Article 6(1)(b) and (c) GDPR—i.e., processing is necessary for performance of this Agreement (the investment relationship) and to comply with the Company’s legal obligations. The purposes include in particular investor record‑keeping, execution of interest and principal payments, communication with the Investor, compliance with AML/KYC and FATCA/CRS obligations, tax reporting, and bookkeeping. The data will not be processed for any other purposes (e.g., marketing) without the Investor’s separate consent.

11.3 Legal basis of processing: The legal basis is performance of a contract and compliance with legal obligations of the controller. Provision of personal data by the Investor is a contractual requirement—without such data the investment cannot be carried out (e.g., the Agreement cannot be concluded anonymously). The Company processes personal data lawfully, fairly and transparently with respect to the Investor.

11.4 Recipients of personal data: Personal data may be made available only to a limited circle of recipients:

• The Company’s employees and collaborators responsible for administering investments, accounting and legal matters (all of whom are bound by confidentiality).

• Public authorities, where required by law (e.g., the National Bank of Slovakia, tax authorities, courts, law‑enforcement authorities, etc.).

• Processors, where the Company uses external services (e.g., an IT system provider or investment platform operator), but only on the basis of a written data‑processing agreement ensuring that the processor protects the data and uses it only in accordance with the Company’s instructions and GDPR.

• Banks (e.g., when making payments to the Investor’s account, the payment order will contain the Investor’s identification data), whereby banks are bound by banking secrecy.

11.5 Data retention period: Personal data will be retained for the duration of the contractual relationship and subsequently for the period necessary under law—for example, the Accounting Act (10 years), AML Act (5 years from termination of the relationship), etc. After these periods, the data will be securely disposed of unless continued retention is required due to ongoing legal claims.

11.6 Investor’s rights as data subject: The Investor has the following rights:

• Right of access—i.e., to obtain from the Company confirmation whether personal data concerning them are processed and, if so, access to such data and information about the processing.

• Right to rectification of inaccurate or outdated data—the Investor may request an update of their data if changed or incorrect.

• Right to erasure (“right to be forgotten”)—in cases provided by law, in particular where the data are no longer necessary for the purposes for which they were collected and the mandatory retention period has expired, the Investor has the right to request deletion.

• Right to restriction of processing—may occur where the Investor contests the accuracy of the data or the lawfulness of processing, for the period of verification; in such case the Company will only store the data without otherwise processing them.

• Right to data portability—for automatically processed data provided by the Investor on the basis of a contract or consent, the Investor has the right to receive such data in a structured, machine‑readable format, or to have them transmitted to another controller (where technically feasible).

• Right to object—the Investor may object to processing based on the Company’s legitimate interests; in such case the Company will either demonstrate compelling legitimate grounds or cease processing.

• Right to lodge a complaint—if the Investor believes that processing of their personal data violates regulations, they have the right to lodge a complaint with the supervisory authority (in Slovakia, the Office for Personal Data Protection).

The Company will ensure the exercise of these rights in accordance with GDPR. The Investor may exercise their rights in writing at the Company’s registered seat or by e‑mail at softcore.slovakia@gmail.com (if the Company has a Data Protection Officer/DPO). The Company will respond without undue delay, and in any case within one month of receipt of the request.

11.7 Data security: The Company has implemented appropriate technical and organisational measures to ensure the security of the Investor’s personal data and to protect them against unauthorised access, disclosure, misuse, loss or destruction. Only authorised persons who need the data to perform their work tasks have access to personal data. The Company regularly reviews and enhances its security procedures in line with technological developments.

11.8 Processing principles: The Company processes only such personal data as are adequate, relevant and limited to what is necessary for the purposes for which they are processed (data minimisation). It processes the data accurately and, where necessary, keeps them up‑to‑date (accuracy). It retains them in a form permitting identification of the Investor only for as long as necessary to fulfil the purposes (storage limitation). Processing is carried out in a manner ensuring appropriate security of personal data (integrity and confidentiality), in accordance with the principles of GDPR.

**12. Risk Factors**

• Company credit risk: The investment is not guaranteed by any third party or the state. The likelihood of repayment depends solely on the Company’s financial health and performance.

• Term commitment and illiquidity: The investment is committed for a fixed period (1, 3 or 5 years) depending on the selected package. During this period, the Investor does not have the right to demand repayment of principal (unless the Company initiates early redemption). The investment is not traded on a regulated market and is not a security. Transfer of the investment to another person is possible only with the prior consent of the Company (and subject to KYC obligations for the new investor, if any). The Investor should therefore expect that their contribution is illiquid—if cash is needed, the investment may not be quickly converted back to money. It is important to invest only funds that the Investor does not need for ordinary expenses and can afford to commit for the relevant period.

• Business risk and competitive environment: The return on the investment depends on the success of the Company’s business plan (expansion within the Bolt platform). Risks exist in the transportation services market—for example, a decline in demand for services (due to economic fluctuations or pandemics), increased competition, changes in Bolt platform policies (fees, driver rules), entry of new platforms, or regulatory interventions (tightening licensing requirements for taxi services, etc.). These factors may adversely affect revenues and profitability of the Company and thus its ability to pay interest and principal.

• Risk of mismanagement or operational issues: The Company’s results may depend on the quality of management, experience of the team and the ability to execute the expansion. Failures in management, logistics (e.g., driver shortages, vehicle accidents, technical problems with the app) or other internal issues may threaten expected returns. As a creditor, the Investor cannot intervene in the Company’s operational management and must therefore rely on the management’s capabilities.

• Inflation and interest‑rate risk: The interest rate agreed in this Agreement is fixed and does not change over time. If inflation or market interest rates in the economy rise significantly, the Investor’s real return may decline. In other words, a fixed rate of, say, 10.5% p.a. may be attractive at low inflation, but if inflation rises to e.g. 12%, the investment would not preserve purchasing power. The Investor thus bears inflation risk and opportunity cost—during the commitment period they cannot react by reinvesting elsewhere. Likewise, if banks later offer higher rates on deposits after this Agreement has been concluded, the Investor cannot demand an increase of the agreed rate.

• Regulatory risk: The legal environment may change in ways that affect this investment. For example, new regulations on crowdfunding, consumer investments, taxation of returns, or stricter licensing requirements for platforms such as Bolt or for drivers. Such changes can increase the Company’s costs or affect its business model, thereby indirectly influencing the risk of this investment. The Investor acknowledges that changes in legislation (e.g., in tax laws) may affect the net return on the investment.

• Uninsured/unguaranteed investment: This investment is not a bank deposit and is not covered by deposit insurance or other guarantee schemes. The invested funds are not guaranteed by the Deposit Protection Fund applicable to bank deposits up to €100,000.

(The above list of risks is not exhaustive. Before investing, the Investor should consider all circumstances and, if necessary, consult an independent financial adviser. By signing this Agreement, the Investor confirms awareness of the risks and that the potential return (interest) is commensurate with such risks.)

**13. Governing Law and Jurisdiction**

13.1 Governing law: This Agreement and all rights and obligations arising hereunder shall be governed by the laws of the Slovak Republic. Matters not expressly regulated herein are governed by the provisions of the Civil Code (or the Commercial Code, if the relationship is assessed as commercial) and other generally binding regulations of the Slovak Republic. For conflict‑of‑laws purposes, the Parties choose the law of the Slovak Republic as the governing law.

13.2 Dispute resolution: In the event of any dispute or disagreement, the Parties shall use best efforts to reach an amicable settlement. If a dispute cannot be settled amicably within a reasonable period, either Party may submit the dispute for decision by the competent court of the Slovak Republic. The court agreed by the Parties as having jurisdiction over disputes arising from this Agreement (including disputes over its validity, interpretation or termination) is the District Court Trenčín as the local court of the Company. (This choice of jurisdiction does not preclude the Parties from agreeing on another method of dispute resolution—e.g., arbitration—but only on the basis of a separate written agreement after a dispute arises.)

13.3 Service of notices: For the purposes of this Agreement, written form also includes communication by e‑mail if sent to the other Party’s last known e‑mail address and if receipt is confirmed by the other Party (e.g., by a reply e‑mail or another demonstrable method). However, official documents (e.g., notice of termination, withdrawal, notice of early redemption) must be delivered either by registered mail or courier to the other Party’s registered seat/residence, or in person. A written notice is deemed delivered even if the addressee refuses to accept delivery or if the consignment is returned as undeliverable because the addressee is not present at the address—in such case delivery takes effect on the date the consignment is returned to the sender (or the date of refusal). The Parties will, where possible, also communicate informally (by phone, electronically) regarding performance of the Agreement.

13.4 Language of the Agreement: This Agreement is made in the English language as a translation of the original Slovak version. If made in multiple languages, the Slovak version shall prevail in case of interpretation. Communication between the Parties shall be in Slovak (or Czech), unless otherwise agreed.

**14. Final Provisions**

14.1 Entire agreement: This Agreement constitutes the entire and final agreement between the Company and the Investor regarding the subject investment and supersedes any prior agreements, arrangements or understandings (oral or written) between the Parties relating to this subject matter. There are no side oral agreements. Any amendments or supplements to this Agreement are valid only if made in writing and signed by both Parties (electronic form with electronic signatures or express approval via a secure online platform counts as written form).

14.2 Amendments and changes: Any change to the terms of the Agreement (including a change in the interest rate, term, etc.) must be approved by both Parties in writing—usually by a written amendment to the Agreement. Without such approval, unilateral changes by the Company or the Investor are not possible, except for cases expressly provided for in this Agreement (e.g., early redemption or deferral of interest by the Company under Clause 6—these are pre‑agreed mechanisms that do not require an additional amendment).

14.3 Assignment (cession) and transfer of rights: The Investor may not assign or transfer their rights and obligations under this Agreement to a third party without the prior written consent of the Company. Any such assignment without consent is invalid vis‑à‑vis the Company. The Company may not transfer its obligations under this Agreement to another person without the Investor’s consent, except in cases of legal succession (e.g., merger of the Company with another company, sale of the business) where the law provides for a transfer of obligations. The Investor consents that, if the Company transfers all of its business or a significant part of its assets to a successor company, the obligations to the Investor transfer to such successor (which shall assume the position of debtor). The Company shall notify the Investor of such event.

14.4 Severability: If any provision of this Agreement is or becomes invalid, ineffective or unenforceable (whether due to conflict with legislation or a court decision), this shall not affect the validity and effectiveness of the remaining provisions. The Parties shall endeavour to replace the invalid/unenforceable provision with a new provision that is as close as possible to the original intent in legal and economic terms and compliant with applicable law. If this is not achieved, a dispositive provision of the relevant legal regulation shall apply, if existent; otherwise the affected provision shall be severed and the remainder of the Agreement shall remain in force.

14.5 Term of the Agreement: This Agreement comes into force and effect on the date of signature by both Parties (or electronic approval—see Clause 14.6 below) and remains in force for the duration of the investment relationship, i.e., until full repayment of principal and interest, or until early termination under its terms. Termination of this Agreement (repayment of the investment) does not affect provisions intended to survive (e.g., confidentiality, subordination in insolvency, dispute resolution for claims arising during the term, etc.).

14.6 Electronic conclusion: The Parties agree that this Agreement may also be concluded electronically without the need for a wet‑ink signature. The Agreement shall be deemed duly concluded, for example: (a) by the Investor confirming their consent to the terms on the Company’s website or platform (e.g., ticking a “I agree to the Investment Agreement” box and subsequently sending the investment), or (b) by an exchange of e‑mail statements from both Parties clearly evidencing the will to enter into this Agreement on the given terms. The Investor expressly agrees that such form of conclusion is binding and has the effect of a written contract. The Company undertakes to provide the Investor with an electronic copy of this Agreement (e.g., in PDF) after conclusion.

14.7 Counterparts: If this Agreement is signed in paper form, it is executed in two counterparts of equal validity, one for each Party. In electronic form, the original is the electronic document stored by the Company and a copy will be available to the Investor (e.g., in the Investor’s user account or by e‑mail).

14.8 The Parties declare: that they have carefully read this Agreement, understand its content and, in token of their agreement, have signed it (or executed it electronically). The Agreement was not concluded in distress nor on terms conspicuously disadvantageous to either Party.

In Trenčín, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Softcore s.r.o. (the Company):**

Name and Surname (authorised signatory): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Investor:**

Name and Surname/Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature of the Investor or the authorised person acting on behalf of the Investor)