

## INVESTMENT AGREEMENT No. \_\_\_\_

City of Antalya, Republic of Türkiye

“\_” \_\_\_\_\_ 2026

This Investment Agreement (hereinafter referred to as the “Agreement”) is entered into between:

1. LAVANTA TRADE TARIM SAN. TİC. LTD. ŞTİ, hereinafter referred to as the “Company”, represented by Serkan Ergül, acting on the basis of the Articles of Association, on the one hand,

and

2. \_\_\_\_\_, hereinafter referred to as the “Investor”, on the other hand, jointly referred to as the “Parties”, and individually as a “Party”.

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### 1. SUBJECT OF THE AGREEMENT

1.1. Under this Agreement, the Investor transfers to the ownership of the Company monetary funds in the amount of USD 3,000 (three thousand United States dollars) (hereinafter referred to as the “Invested Funds”) for the purpose of receiving investment income from the use of the units of equipment specified in Clause 1.2 hereof, and the Company undertakes, through leasing the said equipment, to pay monetary funds to the Investor in the manner and under the conditions stipulated by this Agreement.

1.2. Using the Invested Funds, the Company purchases scooters which are indicated in the Lavanta Ride Online Application (hereinafter referred to as the “Application”) of the Company (with an indication of the description of the equipment and its quantity), manufactured in Türkiye or legally imported into the country for their subsequent leasing. Unconditional ownership rights to the scooters purchased under this Agreement are acquired by the Company.

1.3. The purchased scooters shall be leased by the Company to third parties individually or in bulk. Leasing is performed on a per-minute basis. The total leasing period is determined by the number of minutes of actual use of the scooters (specified in the Application) by third parties for a fee.

1.4. The scooters acquired under this Agreement shall be assigned serial numbers and VIN numbers for their identification in the Company’s Application in order to provide the Investor with the ability to track them.

1.5. The procedure for forming the Investment Income under this Agreement is USD 7.5 per day from the moment the leasing of the scooter(s) specified in the Application begins. The specified amount is the minimum permissible daily investment income and shall not be reduced under any circumstances.

The amount of the Investor's investment income shall change proportionally to the change in the per-minute rental cost of the scooter (the base cost of one minute of scooter rental at the time of signing this Agreement is 10 Turkish Lira excluding VAT). Recalculation of the investment income amount under this paragraph shall be carried out by the Company automatically when the rental cost of the scooter changes. The changes shall be displayed in the Investor's personal account in the Application.

1.6. The investment income shall be transferred to the account specified by the Investor within 3 business days from the moment of withdrawal of funds from the Investor's account. Payment periods and the minimum withdrawal amount may be changed by the Company unilaterally. No additional official notifications or separate agreements regarding changes to the payment procedure to the Investor are required. By signing this Agreement, the Investor accepts this condition as well.

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## 2. RIGHTS AND OBLIGATIONS OF THE INVESTOR

2.1. The Investor undertakes to transfer to the Company monetary funds in the amount of USD 3,000 for the use of each unit of equipment (specified in the Application) for the purpose of generating profit. Payment shall be made by the Investor upon signing this Agreement. The moment of payment under this Agreement shall be deemed the date the funds are credited to the Company's bank account or cash desk. For taxation purposes, the Company acquires the obligations of a taxpayer only after the actual receipt of the taxable base.

2.2. The Investor has the right to withdraw investment income or accumulate it for further investments, with the possibility of making such investments through the personal account in the Company's Application on the basis of a new agreement for the acquisition of a scooter signed by both Parties.

2.3. The Investor has the right to assign its rights and obligations under this Agreement to a third party, provided that written notification is sent, including by electronic mail specified on the Company's official website, at least 10 days prior to such assignment. In this case, the Company has the pre-emptive right to accept the rights and obligations of the Investor under this Agreement. If no proposal to accept is received from the Company within 10 days from the receipt of the Investor's offer indicating the price, the Investor has the right to transfer its rights to third parties.

2.4. The Investor has the right to unilaterally refuse to perform this Agreement by sending a written notice via a notary to the Company at least 10 days in advance. In this case, this

Agreement shall be deemed terminated on the 11th day from the date the Company receives the written notice.

2.5. Upon the Investor's refusal to perform the Agreement, the Company shall return the monetary funds in the amount of the investments made by the Investor, reduced by 25% for the first commenced year of validity of this Agreement (compensation of the Company's expenses and depreciation of the equipment). If exit from the project occurs after 1 calendar year, the funds shall not be refunded.

2.6. Payment of funds in the cases specified in Clauses 2.4 and 2.5 hereof shall be carried out by the Company within 10 months (in equal monthly installments) from the moment the notarized notice of the Investor's refusal to perform this Agreement is received.

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### 3. CONFIDENTIALITY

3.1. The Investor undertakes not to disclose to third parties information about the system, software, and administrative panels. In case of violation of this clause, the Investor shall bear personal liability in the amount of the Company's losses for each case of violation.

3.2. The Parties undertake to comply with the requirements of fair competition in accordance with the Turkish Commercial Code.

3.3. The Company undertakes to comply with the provisions on the protection of personal data in accordance with Turkish legislation (KVKK).

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### 4. RIGHTS AND OBLIGATIONS OF THE COMPANY

4.1. Within 14 business days from the receipt of funds from the Investor, the Company shall purchase scooters and execute all necessary documents for them.

4.2. The Company shall provide the Investor with access to the personal account of the online application to track the Investor's balance and the number of investment units.

4.3. The Company shall keep records for each scooter, collect rental fees, and transfer investment income to the Investor.

4.4. The Company shall arrange licenses, insurance, verify drivers (lessees) of the scooters for the availability of permits (licenses) required to operate this type of vehicle, and conclude lease agreements in accordance with the legislation of Türkiye.

4.5. The Company shall inform the Investor of all changes, fully assume the management of the equipment, and resolve disputes with lessees.

4.6. In the event of malfunction and/or damage to a scooter resulting in downtime exceeding 3 days, the Company shall provide a replacement for the duration of repair of the main unit. In the event of complete irreparability of the scooter, the Company undertakes to replace it within 3 days from the moment the relevant specialist issues a conclusion on the impossibility of use and repair of the scooter. These circumstances shall not suspend or terminate the accrual of Investment Income to the Investor, which shall continue in the manner established by this Agreement regardless of downtime, repair, or replacement of the scooter.

4.7. The Company may not obstruct the Investor's exit from the project (unilateral refusal to perform this Agreement) or the assignment of rights and obligations under this Agreement to third parties.

4.8. The Company shall bear liability for failure or improper performance of obligations under this Agreement, except for cases expressly provided for herein or by the current legislation of the Republic of Türkiye (force majeure, circumstances beyond the Company's control).

4.9. The Company shall ensure technical maintenance and repair of the scooters.

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## 5. PLACE OF LEASING AND TERM OF THE AGREEMENT

5.1. Scooters shall be leased within the territory of the Republic of Türkiye, in the Antalya region. The capacity of this region shall be completed at 2,000 units of equipment. Information on the opening of new regions shall be posted in advance on the Company's official website.

5.2. The term of this Agreement shall be 48 (forty-eight) months from the moment payment is received by the Company. Dividend accrual shall begin on the 15th day from the date payment is received by the Company. Upon expiration of the term, this Agreement shall terminate, and from that moment the rights and obligations of the Parties hereunder shall cease. The Investor shall not have the right to levy execution or otherwise assert any rights (including ownership rights) to the scooters.

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## 6. RENTAL FEE

6.1. The amount of the rental fee and the conditions for its change shall be determined by the Company unilaterally.

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## 7. APPENDICES

7.1. This Agreement has no appendices in paper form.

7.2. The sole appendix to this Agreement determining the quantity and description of the units of equipment (scooters) acquired under the Agreement with assigned serial numbers for identification purposes shall be the Company's Online Application, where the Investor is provided with a personal account.

7.3. Documents (passports, etc.) for the equipment shall not be appendices to this Agreement, since the scooters serve as a means of generating profit and may be replaced (one unit with another) in various situations described in this Agreement.

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## 8. GOVERNING LAW. LIABILITY OF THE PARTIES

8.1. In matters not regulated by this Agreement, the Parties shall be governed by the provisions of the Turkish Commercial Code, the Law of Obligations, and other norms of Turkish legislation.

8.2. The Parties recognize the legal force of documents, letters, notices, agreements, etc. sent to each other via electronic mail, WhatsApp and Telegram messengers, provided they are sent to the contact details of the Company's representatives and signed by authorized representatives of the Parties.

8.3. The Parties shall bear liability in accordance with the current legislation of the Republic of Türkiye. The Company shall be released from liability for non-performance or improper performance of this Agreement if caused by circumstances beyond its control which it could not influence or prevent despite exercising due care and diligence.

8.4. In case of delay in monetary settlements, the Party that allowed the delay shall, at the request of the other Party, pay a penalty in the amount of 0.1% of the debt amount for each day of delay.

8.5. In the event of liquidation or bankruptcy of the Company, ownership of the scooter transferred for management shall automatically pass to the Investor. The Company undertakes to perform all necessary legal actions to formalize the transfer of ownership, including the transfer of documents and access rights, within no more than 30 (thirty) calendar days from the date of official notification of liquidation or bankruptcy.

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## 9. DISPUTE RESOLUTION

9.1. The mandatory pre-trial dispute resolution procedure shall apply. All disputes arising out of or in connection with this Agreement shall be subject to consideration by the competent courts and enforcement authorities of the city of Antalya, Republic of Türkiye.

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## 10. FORCE MAJEURE

10.1. Force majeure (circumstances of irresistible force) shall mean events which:

- are unforeseeable, unavoidable, and independent of the will of the Parties;
- make the performance of obligations under this Agreement impossible or substantially difficult;
- are documented by independent sources.

10.2. Force majeure circumstances include, in particular, geopolitical and social risks (military actions, terrorist acts, sanctions or embargoes imposed by states or international organizations; export/import bans; nationalization of assets; abrupt changes in legislation; mass protests, revolutions, states of emergency); technological and cyber threats (cyberattacks resulting in paralysis of IT systems or leakage of critical data; failures in automated systems, blockchain platforms, or supply chains; prohibition of the use of technologies such as AI or cryptocurrencies in the jurisdiction of performance); natural and environmental disasters (extreme weather events recognized by authorities; radiation leaks; large-scale fires; officially declared pandemics); economic crises (collapse of currency or commodity markets; default of a counterparty state; energy collapses causing shutdown of production or supply); space and infrastructure risks (failures of satellite systems including GPS and Starlink; falling space debris; destruction of ports, airports, or logistics hubs).

10.3. Obligations of the Parties upon occurrence of force majeure:

- Notification: the affected Party shall notify the other Party in writing within 5 (five) business days from the occurrence;
- Evidence: within 10 (ten) business days documents confirming force majeure shall be provided;
- Mitigation: the affected Party shall take all reasonable measures to minimize damage.

10.4. Performance of this Agreement shall be suspended for the entire duration of force majeure. If force majeure lasts more than 60 (sixty) days, either Party shall have the right to terminate this Agreement without penalties. Force majeure shall not apply to payment obligations (unless payment systems are blocked by sanctions) or cases where a Party could foresee or avoid the consequences but failed to do so.

10.5. After the occurrence of force majeure, each Party shall independently bear the risk of its own losses incurred as a result of suspension or termination of performance of this Agreement.

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## 11. ENTRY INTO FORCE

11.1. This Agreement shall enter into force from the moment the full payment is received by the Company. The amount payable shall be determined by multiplying the amount specified in Clause 1.1 hereof by the number of units of equipment to be leased for the payment of investment income to the Investor according to the latter's order. By signing this

Agreement, the Parties confirm that they have fully familiarized themselves with its terms and accept all obligations hereunder in full.

11.2. This Agreement consists of 12 sections and is executed in two originals, one for each Party.

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## 12. ADDRESSES AND DETAILS OF THE PARTIES

12.1. The details specified herein shall be deemed valid and legally binding until a Party notifies the other Party of any changes. The risk of non-receipt of correspondence shall be borne by the Party that failed to notify or notified untimely.

12.2.

Company:

LAVANTA TRADE TARIM SAN. TİC. LTD. ŞTİ

Address: Yenigün, Mevlana Cd. No: 76A, 07340 Muratpaşa / Antalya, Republic of Türkiye

Email: info@lavantaride.com

Phone: +90 505 103 8350

Investor:

Address:

Email:

Phone:

Bank details:

Passport number:

Date of issue:

Issued by:

COMPANY: \_\_\_\_\_ INVESTOR: \_\_\_\_\_