

**This translation is for information purposes only
The only legal version is the Italian version**

SPECIAL CONDITIONS FUNDING AGREEMENT

SOLAR GAUDIUM SRL | PHOTOVOLTAIC # 3

AGREED ON [DATE TODAY] at [HOURS] BETWEEN:

*Solar Gaudium Srl, with registered office in Via Antoniana 220 / E, Campodarsego (PD), 35011 and COD. FISCALE / VAT number 05355750281, whose payment account identifier is **WALLET NUMBER**, (hereinafter the "Proposer") in the person of **XXX**, born on **XXX** in **XXX**, with the necessary powers for the stipulation of the following contract*

And

[INVESTOR NAME AND SURNAME], born on [DATE] to [PLACE] And [FISCAL CODE], whose payment account identifier is [WALLET NUMBER] (hereinafter the "Investor") that is the subject who, after evaluating the offer to the public of the Offeror, following a personalized negotiation, has decided to make this loan to the Offeror through the portal www.ener2crowd.com,

The following Special Conditions (hereinafter "Special Conditions") are agreed between the Parties and signed in accordance with the provisions of the General Conditions (hereinafter "General Conditions").

The General Conditions, the Special Conditions, the amortization plan and all their Annexes form a single and indivisible Agreement and constitute the Loan Agreement between the parties. If there are contradictions between the General Conditions and the Special Conditions, the Special Conditions will prevail.

Article 1. Definitions

- *Share Capital and Interest Share: Each installment of a loan consists of a share of the money borrowed from the Proponent and a share of the interest on the capital that remains to be repaid. The total of the installment is therefore given by the sum of the Capital Quota and the Interest Quota.*
- *Type of loan: defines the type of loan which can be of 4 different types:*
 - *Fixed rate amortization*
 - *Amortization with variable installments*
 - *Depreciation with full interest portion paid off in the last installment*
 - *Depreciation with the entire share capital repaid in the last installment*

All loans are at a fixed rate.

- *Capital invested: money that the Investor has lent to the Proponent and has committed for the entire duration of the loan.*
- *Annual interest rate: represents the percentage of interest on the loan and therefore the amount of remuneration due to the Investor.*
- *Depreciation Start Date: The date on which the depreciation period begins to be*

- calculated.
- **Loan duration:** Number of months within which the Proponent must repay the loan to the Investors with the related interest.
 - **Number of annual repayment installments:** Number of installments that the Proponent pays to each Investor annually. The payment of the installments can take place monthly / quarterly / half-yearly / annually.
 - **Total number of installments:** Number of total installments that the Proponent must pay to each investor for the entire duration of the Loan Agreement.
 - **Number of pre-amortization installments:** Number of installments in which the Proponent undertakes to pay only the Interest Quota.
 - **Percentage of the commissions on the interest portion of the repayment installments:** Percentage of the Interest Quota of each Investor that the platform manager retains for the management of the repayment installments.
 - **Percentage of the interest on arrears:** in the event that the Proponent should pay an installment late, there is a default which is calculated as follows:

$$Importo\ mora\ [\text{€}] = \sum_{i=1}^n \text{Giorni di ritardo della rata}_i * (\text{Quota Capitale} + \text{Quota Interessi})_i * \text{Percentuale dell'interesse di mora}$$

- **Days of delay in the installment:** number of actual days to be calculated at 00:00 of the following day on which the Proposer has loaded his digital wallet late (valid the exact moment in which Lemon Way credits the Proponent's transfer to his / her Account of Payment) for the payment of the repayment installments to Investors.
- **Insurance:** Contract concerning the guarantee against the occurrence of a future and uncertain event.
- **Guarantee:** Form of guarantee on the loan which can be of a real nature (such as the financed object in the case of consumer credit) or other asset on which a mortgage can be burdened. The guarantees can also be of a personal nature, in this case we speak of a surety.
- **Early withdrawal:** Possibility of concluding the Loan Agreement on a priori date of the effective conclusion of the Loan Agreement with return of the entire Share Capital.

Article 2. Object of the loan

| TYPE OF LOAN | Bullet Amortization (Return of Capital at the last installment) | |
|---|--|--------|
| INVESTED CAPITAL | - | € |
| ANNUAL INTEREST RATE | X | % |
| DEPRECIATION START DATE | X | |
| DURATION OF THE LOAN | X | months |
| NUMBER OF ANNUAL REIMBURSEMENT INSTALLMENTS | X | |
| NUMBER OF TOTAL INSTALLMENTS | X | |
| NUMBER OF PRE-DEPRECIATION INSTALLMENTS | X | |

| | | |
|--|---|---|
| FEES ON THE INTEREST OF THE REPAYMENT INSTALLMENTS | X | % |
| DEFAULT INTEREST | X | % |

Article 3. Any insurance or guarantees

| | |
|-----------|--|
| INSURANCE | The loan is not covered by any insurance |
| WARRANTY | The loan is not covered by any guarantee |

Article 4. Early repayment of the loan

The Proponent has the right to early terminate the loan with a penalty of 0.1% on the capital still to be repaid. The Proponent will pay off the loan early in the event of transfer of the project to a third party.

Article 5. Currency

The payment currency is the Euro (€ symbol).

Article 6. Notifications

| | |
|---|--|
| If to the Proponent: Email: crowdfunding@greenenesys.com | If to the Investor: Email: <i>email address</i> |
| If to the Platform Operator Email: info@ener2crowd.com | |

The Amortization Plan is attached to the following Special Financing Conditions.

Signature of the Proposer

Investor signature

Name and surname

Name and surname

(CONTRACT ESTABLISHED BY TELEMATICS IN [DATE]) _

ANNEX 1 - DEPRECIATION PLAN

Defined for each individual investor on the basis of the invested capital