# Convertible Loan Agreement

Convertible Loan Agreement  
  
in Accordance With German Law  
  
This Agreement is entered into on this 15th day of February 2025 by and between:  
  
1. Alpha Ventures GmbH, registered with the commercial register of local court under folio HRB 123456, having its registered office at Hauptstraße 1, 10115 Berlin, Germany, hereinafter referred to as "Lender";  
  
2. BetaTech UG (haftungsbeschränkt), registered with the commercial register of local court under folio HRB 654321, having its registered office at Innovationsstraße 99, 80331 München, Germany, hereinafter referred to as "Company";  
  
Individually referred to as a "Party" and collectively as the "Parties".  
  
WHEREAS:  
  
(A) The Company is a duly incorporated and established German limited liability company (UG haftungsbeschränkt) with its registered office in Munich. The share capital of the Company amounts to EUR 25,000 and is divided into shares with serial numbers from 1 to 100, each with a nominal value of EUR 250.  
  
(B) The Company intends to obtain funds in the form of convertible loans in the aggregate amount of EUR 500,000 (“Aggregate Loan Amount”) based on materially the same terms as this Convertible Loan Agreement.  
  
(C) The Company intends to raise freely available equity capital of at least EUR 1,000,000 until 31st December 2025 by way of a capital increase.  
  
(D) By entering into this Convertible Loan Agreement, the Lender intends to provide temporary financing for the Company’s business operations by granting an unsecured and subordinated loan.  
  
(E) The Parties intend to convert the Loan into shares of the Company according to the provisions of this Agreement.  
  
Now, therefore, the Parties agree as follows:  
  
1. Loan Granting  
  
1.1 The Lender grants to the Company a loan in the amount of EUR 250,000 to fund its business operations.  
  
1.2 The Loan Amount shall be transferred within seven (7) calendar days following the signing of this Convertible Loan Agreement to the Company's bank account:  
  
Account holder: BetaTech UG  
IBAN: DE12 3456 7890 1234 5678 00  
BIC: GENODEF1M01  
Reference: Convertible Loan Agreement  
  
2. Interest  
  
2.1 The Loan shall bear an interest rate of 6% per annum, calculated from the day the Loan Amount is credited to the Company’s bank account.  
  
2.2 Interest shall accrue throughout the term and be payable at maturity unless converted into equity.  
  
3. Term & Conversion  
  
3.1 The Loan shall be granted until the lapse of 31st December 2026 (“Maturity Date”). Prior to the Maturity Date, an ordinary termination of the Loan is excluded.  
  
3.2 If a Qualified Financing Round occurs before the Maturity Date, the Loan shall be converted into equity at a 20% discount.  
  
3.3 If no Qualified Financing Round occurs, the Loan shall be mandatorily converted into equity based on a company valuation of EUR 2,000,000.  
  
4. Miscellaneous  
  
4.1 This Agreement shall be governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction shall be Munich.  
  
4.2 Any amendments to this Agreement require written form.  
  
IN WITNESS WHEREOF, the Parties hereto have caused this Convertible Loan Agreement to be executed as of the date stated above.  
  
Munich, 24.02.2025  
  
Alpha Ventures GmbH (Lender) BetaTech UG (Company)  
  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_