

HOLA TAXI Ireland Limited

AGREEMENT

Share Issuance for Subscriber and Referral Program

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HOLA TAXI Ireland Limited

THIS AGREEMENT is made between

1. The Parties ("the Subscribers"): Refers to individuals or entities subscribing to the Company's shares.
2. The Parties (together, "the Existing Shareholders"): Refers to individuals or entities that currently hold shares in the Company.
3. The Parties ("the Referrer"): Refers to a driver who refers another individual driver, multiple drivers, rider, or multiple riders to the Company.
4. The Parties ("the Referee"): Refers to a driver who has been referred to the Company by an existing shareholder driver (the Referrer).
5. The Parties ("the Customer"): Refers to a person utilizing the rider app after being referred by a driver using the driver's promotional code.
6. **HOLA TAXI Ireland Limited** was incorporated in Ireland on 15th October 2024 under Company Registration Number 773847, with its registered office at Mesnil Business Centre, Sussex Terrace, Dublin 4, Ireland. ("the Company")

IT IS HEREBY AGREED by and between the parties hereto as follows:

CLAUSE 1 - Share Issuance for Participants and Referral Program Reward Shares

- 1.1 The Company agrees to issue shares to Participants who wish to purchase shares in the Company's share capital at an agreed price. All shares will be fully paid and recorded in the Company's share register.
- 1.2 The Company offers a referral program to existing shareholders who subscribe as drivers, wherein a Participant, having already purchased a minimum of 1,000 "A" Ordinary Shares, may earn additional shares as rewards for successful referrals.
- 1.3 The Company agrees to issue 500 Ordinary Shares at a discounted price of €1 to the Referrer for each successful referral. Additionally, the Company will issue 500 Ordinary Shares at €1 to the Referee as a joining incentive, provided the Referee completes the purchase of at least 1,000 Ordinary Shares in the Company.
- 1.4 A successful referral is defined as a new driver (the "Referee") who:
 - Purchases a minimum of 1,000 Ordinary Shares in the Company;
 - Completes the transaction; and

- Meets all eligibility criteria and terms set by the Company, including background checks, KYC (Know Your Customer) procedures, and identification verification
- 1.5 Referral shares will only be issued after the Referee's share purchase transaction is finalized and all eligibility criteria are satisfied. Referrers will not be entitled to referral shares for incomplete or ineligible referrals.
- 1.6 Referrer will be entitled to purchase 1,500 Ordinary Shares at €3 after achieving three (3) successful referrals. No entitlement arises for one (1) or two (2) successful referrals. This entitlement applies only after all three referrals fully subscribe to at least 1,000 Ordinary Shares each.
- 1.7 The Referrer will be entitled to purchase 100 Ordinary Shares for each customer they successfully refer who downloads the HOLA Taxi Ireland Limited rider application using the Referrer's "Promotional Code."
- 1.8 A successful referral ("the Customer") is defined as a new Customer who:
 - Downloads the rider application using the Driver's (the Referrer's) "Promotional Code"; and
 - Has an active and verified HOLA account.
- 1.9 The Referrer will be entitled to purchase 3,000 Ordinary Shares at €6 upon achieving thirty (30) successful active rider referrals.
- 1.10 If 30 active customer referrals are not achieved within the monthly cut-off period, the Referrer will be offered the opportunity to purchase shares in the first week of the following month. The number of shares offered will be calculated as 100 Ordinary Shares multiplied by the number of successful referrals ("the Customer") made during the previous month.
- 1.11 HOLA TAXI Ireland Limited reserves the right to determine the share price and terms for Referees participating in the Company's share purchase program. All Referees must comply with the Company's terms and conditions to qualify as successful referrals.
- 1.12 HOLA TAXI Ireland Limited reserves the right to determine the class of shares offered under the referral program.
- 1.13 HOLA TAXI Ireland Limited reserves the right to modify or terminate the referral program at any time, provided that one month's advance notice is given. Such notice or announcement will be published on the Company's official website..
- 1.14 The Company will collect and process personal data in compliance with the

General Data Protection Regulation (GDPR) and other applicable data protection laws. Personal data collected under this Agreement will be used solely for purposes of share issuance and compliance with legal obligations.

- 1.15 This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Ireland.
- 1.16 If any provision or part of a provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted. This shall not affect the validity or enforceability of the remaining provisions of the Agreement.
- 1.17 This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether oral or written, relating to share issuance and the referral program.