



JOINT VENTURE AGREEMENT

for the DRONERA Autonomous Swarm Drone Platform

Date: _____



TABLE OF CONTENTS

ARTICLE 1.	SUBJECT OF THE CONTRACT
ARTICLE 2.	DURATION OF THE CONTRACT
ARTICLE 3.	THE CONTRIBUTION OF THE ASSOCIATED PARTIES TO THE ASSOCIATION
ARTICLE 4.	PARTICIPATION IN PROFITS AND LOSSES
ARTICLE 5.	IMPLEMENTATION AND EXPLOITATION OF THE PROJECT
ARTICLE 6.	RIGHTS AND OBLIGATIONS OF ASSOCIATED PARTIES
ARTICLE 7.	REPRESENTATIONS AND WARRANTIES
ARTICLE 8.	REPLACEMENT OF THE ASSOCIATE ADMINISTRATOR WITHIN THE ASSOCIATION
ARTICLE 9.	CAUSES FOR TERMINATION OF THE ASSOCIATION AND THE METHOD OF SHARING THE RESULTS OF THE DISSOLUTION
ARTICLE 10.	CONTRACTUAL LIABILITY
ARTICLE 11.	FORCE MAJEURE
ARTICLE 12.	PRIVACY
ARTICLE 13.	NOTIFICATIONS
ARTICLE 14.	OTHER CLAUSES
ARTICLE 15.	APPLICABLE LAW AND DISPUTE RESOLUTION
ARTICLE 16.	DATA PROTECTION
ARTICLE 17.	FINAL PROVISIONS



PREAMBLE

This Participation Association Contract (the "Contract") is entered into for the purpose of establishing a collaboration between SC DRONERA SRL and the Participating Associate to develop and commercialize the DRONERA Autonomous Swarm Drone Platform. The parties acknowledge their intention to work in good faith towards mutual success.

BACKGROUND

WHEREAS, SC DRONERA SRL possesses the proprietary technology, know-how, and documentation necessary for the development of the DRONERA Project;

WHEREAS, the Participating Associate wishes to contribute financial means to support the development and commercialization of the DRONERA Project;

WHEREAS, the parties desire to collaborate in a joint venture to achieve the above objectives.



JOINT VENTURE AGREEMENT

Date :

Parties:

This Agreement is entered into between:

SC DRONERA SRL, Vaslui County with headquarters in the municipality of Vaslui, Ștefan cel Mare Street, no. 320 A, building C1, legally represented by Mr. Scripcă Florin as Administrator, hereinafter referred to as " Associate Administrator " and

(Name)_____, domiciliation_____
_____, ID_____ e-mail_____

hereinafter referred to as "Participating Associate",

hereinafter referred to individually as "the Associate", and collectively as "the Associated Parties".

CONSIDERING THE FACT THAT :

The Associate Administrator legally and exclusively owns the right to the DRONERA project, a fully autonomous swarm drone platform powered by Quantum hybrid artificial intelligence, mesh coordination and blockchain-secured decision logs, built on a proprietary vacuum-based propulsion system, as set out in Annex 1.

The Associate Administrator wishes to carry out the design and execution of the DRONERA project in accordance with the project stages

The Associate Administrator will provide the documentation necessary for the implementation and operation of the project (" Documentation ") and the know-how (" Know-How ") necessary for the construction, commissioning and operation of an autonomous drone platform.

The parties intend to partner to develop software, equipment and drones, with the common goal of obtaining benefits from this activity.

IN THE BASE :

Provisions of the Civil Code of Romania art. 1949-1954 Civil Code of Romania

Provisions of the Romanian Fiscal Code adopted by Law no. 227/2015

THE PARTIES HAVE AGREED TO CONCLUSION OF THIS JOINT VENTURE AGREEMENT (THE "CONTRACT") ON THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE 1.

SUBJECT OF THE CONTRACT

1.1. The Associated Parties agree through this Contract to carry out the Project " Completely Autonomous Swarm Drone Platform " , respectively to carry out in co-participation design, research, development, construction, commissioning and exploitation activities, by using the Documentation and Know-How held by the Managing Associate and the Financial Means made available by the Participating Associate, through its participation share.

1.2. In order to achieve the purpose of this Agreement, the Associated Parties have agreed to establish a joint venture / participation association (the "Association") with the aim of producing an autonomous swarm drone platform and obtaining benefits from the sale of software licenses, trademark patents, autonomous drones and the platform in its entirety.

1.3. The Association has no legal personality and cannot bind itself distinctly in its relations with third parties. The Associated Parties agree that, in its relations with third parties, the Association shall be represented by the Managing Associate, who shall act in his own name but on behalf of the Association.

1.4. The Association agreed upon in this Contract will operate according to the following rules:

- legal independence of each associated member;
- mutual support and priority in providing services to achieve the purpose of the Association.

1.5. All accounting, financial and general cashier work will be carried out by the Associate Administrator, and will be highlighted in the income and expense statement that he prepares monthly.

1.6. The taxes and duties owed to the state will be paid by the Associate Administrator, according to the Fiscal Code.

ARTICLE 2.

DURATION OF THE CONTRACT

2.1. This Contract enters into force on the date of its signing by both Associated Parties.

2.2. The duration of this Agreement is 5 (five) years from the date of its entry into force and may be extended for additional periods by agreement of the Associated Parties, periods which may not be less than 1 year. To this end, the Associated Parties shall initiate discussions regarding the extension of the duration of the Association at least 1 year prior to the expiration of the initial duration of the Association.

ARTICLE 3.

THE CONTRIBUTION OF THE ASSOCIATED PARTIES TO THE ASSOCIATION

3.1. The Contribution of the Managing Associate

The Managing Associate contributes to the joint activities of construction, commissioning and operation of the Project in order to achieve the Association's object of activity, with a contribution consisting of:

- Project documentation
- Know-how;
- Own workforce (employees and collaborators);
- Carrying out the main sub-activities including, but not limited to:
- Carrying out specialized studies to obtain trademark patents;
- Elaboration of preliminary documentation regarding the component, configuration, essential features for software and hardware;
- Elaboration of technical and economic feasibility studies of the Project and evaluation of its opportunity, based on preliminary documentation;
- Elaboration of technical and execution projects of the Project;
- Preparing the necessary documentation and carrying out the legal procedures to obtain the approvals and authorizations provided by law for the implementation of the Project and for the marketing of the products;
- Exploitation and maintenance of the created material base;
- Software and hardware marketing.

3.2. Participating Associate Contribution

The Participating Associate contributes to obtaining the Financial Means necessary for the project, participating with the amount of _____ Euro corresponding to a no. of _____ DRN tokens. (1 DRN = _____ Euro)

3.3. Ownership of contributions

Contributions made by Associated Parties are and remain the exclusive property of the Associate making the contribution.

The assets and rights obtained by the association represent the common property of its members, in proportion to their participation share.

Goods and rights mean tangible and intangible assets as defined by Romanian legislation.

ARTICLE 4.

PARTICIPATION IN PROFITS AND LOSSES

4.1. The initial participation of the Associated Parties in the profit, respectively in the losses that will be recorded within the Association, is established by mutual agreement between the Associated Parties as follows:

- The Managing Associate will receive 50 % of the profit recorded within the Association and will bear 50 % of any losses recorded by it;

- The Participating Associate will receive 50 % of the profit recorded within the Association and will bear 50 % of any losses recorded by it, within the limit of the participation quota.

Payment of benefits to the participating associate will be made to the account indicated by him/her.

Taxation of income obtained is done according to the Romanian Fiscal Code with withholding at source.

ARTICLE 5.

IMPLEMENTATION AND EXPLOITATION OF THE PROJECT.

Implementation and operation of the Project.

5.1. The Associated Parties agree that the modalities of implementation, commissioning and exploitation of the Project are at the exclusive discretion of the Managing Associate.

5.2. The Associate Administrator is authorized by this Agreement to contract in its own name the necessary contracting and technical assistance services in the field ("Services"), and to contract in its own name the orders necessary for the development of the program ("Orders").

5.3. The design, research, development, commissioning and operation works will be carried out in accordance with the Project , annexed to this Contract. Any modifications to the Project will be made by the Managing Associate with notification to the Participating Associate, without the latter preventing the implementation of the Investment.

ARTICLE 6.

RIGHTS AND OBLIGATIONS OF ASSOCIATED PARTIES

6.1. Obligations of the Participating Associate:

- will not disturb, affect, prevent or hinder in any way, through any action or inaction, under penalty of liability for damages, the carrying out of the activity of raising funds to finance the construction works, commissioning and operation of the Project, and the negotiation and conclusion by the Managing Associate, in his own name, of the contracts

necessary for the operation of the Project and the achievement of the purpose of the Association.

- Respect the confidentiality obligations regarding all proprietary, technical, and commercial information received from the Managing Associate

6.2. Obligations of the Managing Associate:

- actively participates in the design, commissioning and operation in accordance with the approved technical documentation, by involving its own workforce with appropriate qualifications (employees or consultants), as well as by providing the necessary Documentation and Know-how;
- develops the activity strategy of the Participation Association and makes proposals regarding the related investment programs;
- establishes the distribution of profits and losses between the Associated Parties, according to the participation quotas agreed upon in this Contract;
- keeps the accounting records of the Participating Association and periodically informs the Participating Associate regarding the financial situation of the Association, granting the Participating Associate a right of access to the accounting documents at least once a year, upon the written request of the Participating Associate;
- negotiates and contracts in its own name the necessary services and orders related to the exploitation of the Investment;
- exploits the Investment in its own name to achieve the purpose of the Association;
- pay the taxes and fees provided by law regarding the land, constructions, installations and operation of the Project according to the Romanian Fiscal Code.

6.3 Joint Rights of the Associated Parties

Both Parties shall have the right to:

- Receive profits and bear losses in accordance with the participation quotas set out in Article 4.
- Access information, reports, and documentation relating to the Association's financial and operational activities.
- Participate in strategic decisions regarding the long-term development, licensing, and commercialization of the Project.
- Request periodic meetings to review the Project's status, financial situation, and strategic outlook.

ARTICLE 7.

REPRESENTATIONS AND WARRANTIES

7.1. The Associated Parties declare and guarantee that they will act in good faith and will comply with their obligations assumed under this Contract.

ARTICLE 8.

REPLACEMENT OF THE ASSOCIATE ADMINISTRATOR WITHIN THE ASSOCIATION

8.1. The Associated Parties agree that the Managing Associate may subrogate at any time during the Association an affiliated entity (a company/person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Managing Associate), the entity being to take over the full rights and obligations of the Managing Associate under this Agreement.

8.2. The consent of the Participating Associate shall not be required for subrogation, provided that prior notification is sent to the Participating Associate at least 30 days prior to the subrogation.

ARTICLE 9.

CAUSES FOR TERMINATION OF THE ASSOCIATION AND THE METHOD OF SHARING THE RESULTS OF THE DISSOLUTION

9.1. Legal termination of the Association upon reaching its term

Upon completion of the term provided for in article 2.2. above, this Contract shall terminate.

9.2. Termination of the Association by agreement of the Associated Parties

This Contract may be terminated before the term provided in art. 2.2. above by written agreement of the Associated Parties.

ARTICLE 10.

CONTRACTUAL LIABILITY

10.1. For total or partial non-compliance or for defective execution of any of the contractual clauses, the Partner at fault undertakes to pay damages.

10.2. In relations with third parties, the liability for obligations arising in connection with the Association rests with the Managing Associate, except when the damages arise from the exclusive fault of the Participating Associate.

10.3. For non-fulfillment, defective or delayed fulfillment of the commercial obligations assumed in this contract, the party at fault will bear damages.

ARTICLE 11.

FORCE MAJEURE

11.1. Any circumstance independent of the will of the Associates, absolutely inevitable and absolutely unforeseeable, occurring after the signing of this Contract is considered Force Majeure

and suspends the fulfillment of contractual obligations for the duration of this Force Majeure situation.

11.2. For the purposes of this clause, situations that will be considered as Force Majeure events will include but are not limited to: war, threat of war, revolutions, a government order, civil unrest, natural disasters, catastrophic weather phenomena and other similar circumstances.

11.3. The Associate invoking the Force Majeure event must inform the other Associate within 5 (five) days from the date of the occurrence of the respective Force Majeure event by presenting a certification from the competent authorities, but no later than 10 (ten) business days from the date of the occurrence of the event. In addition, the Associate invoking the Force Majeure event must inform the other Associate of the approximate date of the cessation of the respective event, if this date is known.

11.4. If the Associated Parties do not notify each other in accordance with the above terms and conditions of the occurrence and cessation of the Force Majeure event, the party invoking it shall bear all damages suffered by the other party as a result of the lack of such notification.

11.5. If the Force Majeure event and/or its effects require the suspension of the execution of this Contract for a period exceeding 3 (three) months, the Associated Parties will meet within a maximum of 15 (fifteen) days from the date of expiry of the 3 (three) month period to agree on the manner of execution of the Contract or its termination.

11.6. Force Majeure shall not include any of the following situations:

- an event that is caused by the negligence or intentional act of an Associate or its agents or employees;
- an event that the Associate could have avoided or overcome in the course of diligently fulfilling its obligations under this Agreement.

ARTICLE 12.

PRIVACY

12.1 In the execution of this Contract, each Associate undertakes to maintain the confidentiality of all information in any form (oral, written, numerical, etc.) relating to the activity of the other Associate, if the information is not public.

12.2. The confidentiality obligation assumed by the Associated Parties also applies to their collaborators, consultants, employees and, in general, all their employees. The Associated Parties assume the obligation to notify the persons mentioned above of the confidential nature of the information and to ensure compliance with this obligation.

12.3. The confidentiality obligation assumed under this Contract will continue to have effect even after its termination, for any reason.



ARTICLE 13.

NOTIFICATIONS

13.1. For the purposes of this Contract, any notification, correspondence, notice, etc. addressed by one Party to the other must meet the following conditions:

- must be done in writing
- must be delivered or sent by email to the recipient's address

The email addresses of the Associated Parties are:

For the Associate Administrator

email: office@dronera.eu

For the Associate Administrator

e-mail: _____

ARTICLE 14.

OTHER CLAUSES

14.1. The parties agree that the accession of third parties, whether natural or legal, to this association agreement may be done freely with notification of the participating associate.

14.2. The assignment of this contract is possible by selling DRN tokens. To be valid, the assignment is made with the notification of the managing associate.

14.3. The transferor must meet the applicable legal and regulatory conditions.

ARTICLE 15.

APPLICABLE LAW AND DISPUTE RESOLUTION

15.1. This Contract is governed and interpreted according to Romanian law.

15.2. Any disputes regarding the validity or resulting from the interpretation, execution or termination of this Contract will be settled amicably. If amicable settlement is not possible within 30 days from the date of the occurrence of the disputed situations, they will be submitted for settlement to the courts at the headquarters of the Associate Administrator.

ARTICLE 16.

DATA PROTECTION

16.1. General Data Protection Regulation (GDPR)

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

ARTICLE 17.

FINAL PROVISIONS

17.1. This Agreement may not be amended, modified, changed or supplemented except by a written addendum validly executed and signed by both Associated Parties. Such addendum shall be deemed to be an integral part of this Agreement.

17.2. Each provision of this Agreement is independent and distinct from the others. If one of these provisions is or becomes at any time invalid or unenforceable, the legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect, their validity not being affected or affected by the invalid clause(s).

17.3. No failure by either Party to exercise any right under this Agreement and no delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right.

Neither Party shall be deemed to have waived any claim under this Agreement or any right under this Agreement unless the waiver of that claim or right is expressly provided for in writing by that Party.

17.4. This Agreement replaces any other written or verbal contracts, conventions or agreements that the Parties have previously concluded and which refer to the use of the Property, this written instrument constituting the entire understanding between the Parties.

17.5. The Annexes to this Contract shall be considered an integral part of this Contract, and shall be attached to this Contract after its signing.

Annex No. 1

- a) DRONERA Strategy Vision agreed by the Associated Parties.
- b) Token Terms
- c) KYC/AML policy risks
- d) Declaration by the participating associate that he has read the litepaper and whitepaper
- e) GDPR Agreement
- f) Tax aspects

This Contract was concluded today _____, in English.

SC DRONERA SRL

Associate Administrator

Participating Associate

By Mr. Florin Scripca



Statement regarding processing dates with character personal

The undersigned _____,
With ID _____, born to date _____,
in the locality _____ domiciled in (village, commune,
city, municipality) _____
str. _____, no. _____

by present I express

AGREEMENT with look TO use and processing dates with character personal, conformable Regulation (EU) 2016/679 of parliament European and of COUNCIL FROM 27 April 2016 regarding protection individuals regarding the processing of personal data and the free movement of such data by SC DRONERA SRL.

Date _____

Signature _____