

DRONERA TOKEN HOLDER CONVERSION AGREEMENT

This Agreement is entered into as of [Date], by and between:

1. **Issuer:** Dronera SRL, a company incorporated under Romanian law, with registered office at [Company Address], hereinafter referred to as “Company” or “Dronera.”
2. **Token Holder:** The individual or entity identified in the Dronera token registry, hereinafter referred to as “Holder.”

Art.1. Purpose

This Agreement establishes the terms under which DRN tokens (“Tokens”) may be converted into equity shares of Dronera S.A., thus granting Holder the status of shareholder/partner under Romanian corporate law.

Art.2. Token Details

- a) Token Name: DRN (Dronera Token)
- b) Blockchain: [Blockchain Name]
- c) Initial Use: Utility/participation within the Dronera ecosystem
- d) Future Use: Convertible into shares under agreed terms

Art.3. Conversion Terms

- a) **Trigger Event:** Conversion may be initiated after approval by Dronera’s board of directors and regulatory authorities (including ASF Romania) and upon publication of an official Conversion Notice to Token Holders.
- b) **Conversion Ratio:** [X] DRN Tokens = 1 Share (subject to company valuation and board approval at the time of conversion).
- c) **Conversion Window:** Conversion is permitted within [start date] to [end date]. After this period, conversion rights may expire.
- d) **Conditions:**
 - Holder must complete KYC/AML verification.
 - Holder must sign and agree to the Company’s Shareholder Agreement.
 - Holder must meet any minimum holding thresholds defined in the Conversion Notice.

Art.4. Rights Before Conversion

Prior to conversion, Token Holders:

- Have no ownership, voting, dividend, or liquidation rights in the Company.
- Have access solely to the utility functions defined in Dronera’s platform (e.g., access rights, discounts, governance voting on platform matters).

Art. 5. Rights After Conversion

Upon successful conversion:

- Tokens will be burned or cancelled.
- Holder will be registered as a shareholder of Dronera, with rights and obligations defined in the Shareholder Agreement and under Romanian law.
- Rights include voting rights, profit sharing, and other shareholder privileges.

Art.6. Risks and Disclaimers

- a) Conversion is contingent on legal, regulatory, and corporate approvals.
- b) The Company makes no guarantees regarding future valuation or share price.
- c) Token Holders understand that participation in the Conversion is voluntary and subject to compliance reviews.

Art.7. Governing Law and Jurisdiction

This Agreement is governed by the laws of Romania. Any disputes shall be resolved by the competent courts in [City], Romania.

Signatures

Dronera SRL

Name:

Title:

Holder

Name: