

# DRONERA – TOKEN PURCHASE AGREEMENT

**Date:**

**Parties:**

This Agreement is entered into between:

1. SC DRONERA SRL, Vaslui County, headquartered in Vaslui municipality, Ștefan cel Mare street, no. 320 A, building C1, legally represented by Mr. Scripcă Florin as Administrator, hereinafter referred to as "Associate Administrator", acting as the "Issuer"
2. [Investor Name], residing at [Insert Address], identified by [ID Type + Number], acting as the "Purchaser"

## Art.1. Purpose

The Purchaser agrees to buy DRN utility tokens from the Issuer in accordance with the terms below. These tokens entitle the Purchaser to benefits outlined in the white paper and business plan, including future profit-sharing and governance participation.

## Art.2. Definitions

- a) **"DRN Token"** – a utility token issued by DRONERA on the [Ethereum-compatible] blockchain
- b) **"Purchase Amount"** – the amount of fiat or cryptocurrency paid in exchange for DRN tokens
- c) **"Token Allocation"** – the number of DRN tokens purchased under this agreement
- d) **"Lock-Up Period"** – a 12-month period after token issuance where transfer is restricted
- e) **"Vesting Schedule"** – a linear 24-month release of tokens following the Lock-Up Period
- f) **"Exit Event"** – liquidity via exchange listing, M&A, DAO spin-out, or profit-based buyback

## Art.3. Token Terms

- a) **Token Name:** DRONERA Token (DRN)
- b) **Token Type:** Utility, ERC-3643 (identity-bound and permissioned)
- c) **Total Supply:** 100,000,000 DRN
- d) **Your Allocation:** [\_\_\_\_\_] DRN
- e) **Purchase Price:** €[0.05 / 0.125 / 2.85] per DRN
- f) **Total Payment:** €[\_\_\_\_\_] Total Amount

## Art.4. Rights of Purchaser

The DRN token entitles the holder to:

- a) **Pro-rata share** of distributed profits (50% of net income via staking mechanism)
- b) **Governance rights** via DAO once formed
- c) **Early access** to software, licensing, and platform functionality
- d) **Anti-dilution protection** via fixed token cap (100M DRN)

## **Art.5. Lock-up and Vesting**

- a) Lock-Up: 12 months from token generation event (TGE)
- b) Vesting: 24 months linear release (monthly), post lock-up
- c) Tokens remain visible but non-transferrable during lock-up and vesting via smart contract

## **Art.6. Warranties**

The Purchaser acknowledges:

- a) DRN is not a security under EU/RO law
- b) Utility is limited to project participation, platform access, and reward eligibility
- c) Risk of token price fluctuation and market volatility
- d) There is **no guaranteed return**, although projected IRRs are >30% for Phases 1-3

## **Art.7. AML/KYC Compliance**

The Purchaser must complete full identity verification prior to receiving DRN tokens. Failure to do so nullifies the agreement and any token delivery obligation.

## **Art.8. Exit Strategy**

The Issuer targets an exit within 5 years via:

- a) Strategic acquisition or licensing by aerospace/defense firms
- b) Public DRN token liquidity event (e.g., DEX/CEX listing)
- c) DAO conversion with equity-equivalent voting rights

In all cases, token holders retain proportional value and access to proceeds.

## **Art.9. Liability & Dispute Resolution**

- a) Parties agree to resolve disputes amicably
- b) Jurisdiction: Romanian Commercial Courts
- c) The Issuer is not liable for smart contract failure due to blockchain outages, hacks, or force majeure

## **Signature**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

**Issuer:**

SC DRONERA S.R.L.

Name:

Title:

**Purchaser:**

Name:

## **Annexes**

- A. Dronera White Paper
- B. Joint Venture Agreement
- C. Token Vesting & Profit Distribution Flow
- D. KYC/AML Declaration



### 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 \_\_\_\_\_