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| **SUMMARY OF PRINCIPAL TERMS AND CONDITIONS** |
| **Company:** | **[\_\_]**, a Romanian [\_\_] company, Trade Registry no [\_\_], EUID [\_\_], CUI [\_\_] |
| **Current capitalization:** | Current fully-diluted capitalization: **Exhibit A**.[Convertible loans to be converted into equity prior to closing of this investment round.] |
| **Amounts invested:** | Early Game Ventures Fund I Coöperatief U.A. ("Lead Investor"): EUR [\_\_][Other investors: EUR [\_\_].] |
| **Company valuation and post-round capitalization:** | EUR **[\_\_]** **post-money** valuation.Post-round fully-diluted capitalization: **Exhibit B**, including an available option pool of **[\_\_]**%. |
| **Liquidation preference:** | None at the accelerate stage. |
| **Protective provisions:**  | Lead Investor’s approval required for: amendments to the articles of association affecting the Lead Investor’s rights; cessation of business or the winding-up or liquidation; participation to mergers or spin-offs; issuing any shares (or instruments convertible into shares) in a down-round; disposal of IP or of the business; distribution of dividends or liquidation proceeds. |
| **Founders stock:** | 2 years lock-up period; reverse vesting over 4 years, quarterly, with 1 year cliff. |
| **Employee vesting:** | vesting over 4 years, quarterly, with 1 year cliff. |
| **Lead Investor's other rights:** | Pro-rata rights to participate to future rounds; pro-rata tag-along in the case of any sale of shares; put-option for EUR 1 total purchase price; customary information rights. |
| **Other matters concerning Founders:** | Founders to devote their business time to the Company. Customary non-compete, non-solicitation and confidentiality obligations (to survive 2 years from the termination of the employment / management position). |
| **Warranties:** | Customary warranties made by the Company and the Founders with respect to their capacity to sign the transaction documents, the Company, its shareholding structure, business and operations.Lead Investor's warranties to survive for 1 year and its liability to be capped at the amount invested. |
| **Regulatory requirements:** | The Company has been informed that, if the transaction is closed, the financing granted by the Lead Investor shall be financed by the ESIF Romania Competitiveness Fund of Funds (*Fondul European de Dezvoltare Regionala prin Programul Operational Competitivitate 2014-2020*) and that certain obligations will derive for the Company (keeping of records, state aid compliance, etc.). |
| **Expenses:** | Lead Investor’s counsel to draft transaction documents. Company to pay Lead Investor’s fees relating to the investment round, capped at EUR [\_\_]. Lead Investor’s counsel may assist with any Company-specific preparatory or follow-up work, based on separate fee quotations. |
| **No shop:** | For 30 days from the signing date of this term sheet, the Company and the Founders will not solicit, encourage or accept any offers for the acquisition of Company's shares or of all or any substantial portion of the Company’s assets/business. |
| **Confidentiality:** | The Founders and the Company will keep confidential this term sheet and the proposed investment. |
| **Binding provisions:** | Expenses, No shop and Confidentiality provisions are legally binding between the parties. Everything else in this term sheet is non-binding and only intended to be a summary of the proposed terms of this financing. |

*[SIGNATURE PAGE FOLLOWS IMMEDIATELY]*