

Attachment A to MOU #02-03-MOU.020224.3

This attachment is integrated into the Memorandum of Understanding between WeRa Capital Portugal and Angel Investors to ensure clarity and mutual understanding of the terms and conditions of the pre-seed investment round. To have all the information, please consult the [Angel Investors Guide](#).

Terms and Conditions of Pre-Seed Investment Round

1. Overview of Pre-Seed Round

The pre-seed investment round ("Pre-Seed Round") is designed to support the legal and technological setup of WeRa Capital Portugal. This round is open to fiat and cryptocurrency angel investors, referred to as "Angel Investors", who are willing to engage under a Simplified Agreement for Future Equity (SAFE).

2. Types of Investment

- a. Euro Transactions: Investments can be made via cash or SEPA bank transfer.
- b. Cryptocurrency Transactions: Investments can be made via token transfer on the Polygon Network.

3. Investment Agreement

- a. Angel Investors opting for euro transactions will enter into a Convertible Loan Agreement (CLA).
- b. Angel Investors opting for cryptocurrency transactions will be governed by the existing Memorandum of Understanding (MOU) supplemented by a multi-signature smart contract agreement.

4. Investment Procedure

- a. Investors must schedule a call with the WeRa founder to finalize the type of investment agreement suitable for their transaction.
- b. Upon signing the agreement, investors will deposit the funds into the designated account:
 - i. For fiat transactions: the private bank account of the Founder as detailed in the CLA.
 - ii. For cryptocurrency transactions: the DAO public address on the Polygon network:
0xcae36a534cCa5D5D95FA988f1A76966543e1bc26
- c. Investors will receive confirmation via email along with further instructions on governance participation and updates on WeRa Global's development.

5. Governance and Equity Allocation

- a. Initial Token Distribution: 100 tokens representing 100% of the equity of WeRa Capital Portugal will be minted.
 - i. Founder: 22 tokens.

- ii. WeRa Global DAO: 78 tokens.
- b. Governance: Decisions regarding the company will require a 12% quorum and must be supported by a 66% majority of WCPe token holders.

6. Equity Valuation and SAFE Terms

The final amount of equity allocated to Angel Investors will be determined at the first equity sale "seed" round, adhering to the SAFE mechanism, which allows equity distribution based on the contribution amount with specified bonuses denominated in Euro.

- a. Investment Bonuses:
 - i. Investments up to €6,000: 100% bonus.
 - ii. Investments up to €60,000: 60% bonus.
 - iii. Investments up to €600,000: 40% bonus.

7. Legal Compliance

- a. This Pre-Seed Round and all associated transactions will comply with the laws of Portugal and the applicable European Union regulations.


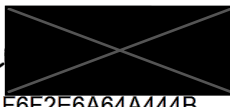
8. Exit Strategy

- a. Angel Investors can exit the project at any time by informing the team via email and voiding any rights for future equity claims, subject to the reimbursement policy as described in the WeRa Global DAO governance structure.

Mikhail Ananyin



Luiz Fernandes

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Memorandum of Understanding (MOU)

1. Introduction

This Memorandum of Understanding (the "MOU") is made and entered into as of 3/8/2024, by and between the following parties:

A) Founders and Core Team of Wera Capital Portugal,

Role	Name	Address	Country
Founder Executive R&D Department	Mikhail Ananyin Inteligente Razao LDA	RUA CAMPO GRANDE, No 38, 1700-093 Lisbon, Portugal	
Legal Officer Department	Luiz Fernandes Corvix LDA	Azinhaga da Cima 5, 1750-065, Portugal	
Finance Officer Department			
M&A Department			
O&M Department			

B) Advisors,

Expertise	Name	Address	Country
VC&web3			Swiss PT
Marketing&Growth			Portugal
Social&Zoning			Portugal
Banking&Finance			Portugal

and

C) Angel Investors,

Name	Company name	Address	Country

The purpose of this MOU is to establish preliminary terms for investment in WeRa Capital Portugal.

2. Equity Distribution

- a. The Founder shall retain 22% of the equity in WeRa Capital Portugal.
- b. The Core Team shall collectively hold 16% of the equity, divided equally across Legal, Mergers and Acquisitions "M&A", operations and maintenance "O&M", and finance departments.
- c. Advisors and Angel Investors are collectively allocated up to 6% of the equity.
- d. An additional 22% of equity is reserved for Equity Investors.
- e. 12% of equity is allocated for charitable purposes.
- f. 22% of equity is reserved for distribution as performance bonuses, at the sole discretion of the Founder.

3. Simplified Agreement for Future Equity

Angel investors agree to collectively invest in Wera Capital Portugal. This investment is aimed at bootstrapping the company's legal and technical setup, operations and achievement of the Goals. Additionally, SAFE Bonuses will be applicable based on the following structure:

- a. - For investments of €6,000 and less: 100% Bonus
- b. - For investments up to €60,000: 60% Bonus
- c. - For investments up to €600,000: 38% Bonus

4. Roles and Responsibilities

- a. The Founder will be responsible for submitting, whenever required, a report of costs and profits obtained to investors, such as balance sheets and other documents relevant to the activity such as licenses and concessions, as well as managing the company in an honest, transparent, assiduous manner and following international best practices.
- b. The Core Team is tasked with providing expertise, resources, and support to achieve the Founder's mission.

- c. Advisors are to provide written feedback on business development results for marketing, sales, and business development.
- d. The angel investors express their intention to invest in Wera Capital Portugal actively, supporting the company's innovative vision. This aims to contribute to the growth and development of the company. The specific rights and responsibilities associated with their participation will be detailed in subsequent investment agreements.

5. Legal Compliance

This MOU shall be governed by and construed in accordance with the laws of Portugal and the European Union.

6. Confidentiality and Non-Compete Clauses

- a. All parties agree to maintain confidentiality regarding sensitive business information for a period of 12 months without prior approval from the Founder and Core Team.
- b. Parties agree not to engage in similar renewable energy investment businesses within the EU for a period of 24 months.

7. Company Activities

Wera Capitals will focus on developing sustainable solar industry funding mechanisms using digital tools for the diversification of energy sources, democratisation of energy assets ownership and local community development.

8. Goals and Timelines

The following six-month milestones are established:

- a. The signing of this MOU by all parties.
- b. Legal establishment of the company in Portugal with a bank account.
- c. Proof of business model concept on a micro-scale in Sintra, Portugal.
- d. Closure of the 1st equity round.
- e. Legal establishment of the 1st Solar Park project.

- f. Application for the issuance of Impact Digital Bond in the Netherlands with Rabobank.

9. Legal Matters

- a. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- b. This Agreement shall be construed and enforced solely pursuant to the laws of Portugal and EU Legislations, without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in Lisbon (PT). The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party.

10. Duration and Termination

This MOU is effective for 12 months from the last signature date, with provisions for written termination notice and amendments.

11. Notices

All notices and communications under this MOU must be in writing, following the stipulated procedures.

12. Representation of WeRa Capital Portugal

Mikhail Ananyin will act on behalf of WeRa Capital Portugal for the negotiation and execution of this MOU and subsequent agreements.

13. Implementation Committee

The Implementation Committee, comprising Angel Investors and Advisors, will act as a proto-board of shareholders, holding quarterly meetings to oversee corporate governance and strategy.

14. Future Partnership Agreement

Within 90 days post-company registration, a detailed partnership agreement shall be signed by all parties, based on the foundational terms set in this MOU.


In Witness Whereof, the parties have signed this Memorandum of Understanding as of the Effective Date:

CCO

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CEO

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