

INVESTMENT AGREEMENT

Date of last update: 30.07.2022

This document shall be a public offer of NEOETF Management partner, S.a r.l. (hereinafter referred to as the “Vendor”) to any capable individual or legal entity (hereinafter referred to as the “Purchaser”).

INTRODUCTION

This Investment Agreement (hereinafter referred to as the “Agreement”) is prepared in the form of an electronic document that does not require signing.

Unconditional acceptance by the Purchaser of the terms of this Agreement shall be considered the performance of the following actions by the Purchaser:

- Familiarization with the text of the Agreement;
- Familiarization with the provisions of other internal documents posted on the Company’s website;
- Expressions of consent to the provisions of this Agreement in accordance with the terms of the Agreement;
- Other actions of the Purchaser: passing the verification procedure, making payment etc.

Whereas the Vendor manages the fund NEOETF Digital Fund, SCSp. (hereinafter referred to as the “Target”) and sells units of the Target (hereinafter referred to as the “Units”),

1. Units: The Purchaser agrees to purchase from the Vendor and the Vendor agrees to sell, assign and transfer the Units free and clear of all liens, charges and encumbrances.
2. Transaction: The Purchaser, the Target and the Vendor hereby enter into a business combination (the “Combination”) whereby the Purchaser acquires the Units at an exercise price of EUR 125,000 per Unit (the “Acquisition”). The number of Units to be purchased by the Purchaser and the final amount for payment are determined by the Purchaser when filling out the form for the purchase of Units on the Company’s website.
3. Structure: In order to facilitate the Acquisition, the Purchaser, the Target and the Vendor agree that each will use their best efforts to formulate a structure for the Combination which is acceptable to each of the parties and which is formulated to:
 - comply with all necessary legal and regulatory requirements;
 - minimize or eliminate any adverse tax consequences; and
 - be as cost effective as possible.
4. Financing: The Vendor has advised the Purchaser that it will arrange for the private placement of Units in the capital of the Purchaser for a minimum of €125,000, which investment will close on or before the Closing (as defined herein) and will be on the same terms as the investment to be made by institutional investors.

5. Access to Information: In order to approve this Agreement, the Purchaser will have full access to the documents (the “Materials”) on the Company’s website pertaining to the operations of the Target.
6. Condition(s) Precedent: The Purchaser's accession to this Agreement means and implies that the following actions has been executed:
 - The Purchaser has reviewed and approved of all materials in the possession and control of the Target and the Vendor which are germane to the decision to purchase the Units;
 - the Purchaser had a reasonable opportunity to review the Private Placement Memorandum of the Target, and that the Purchaser is satisfied with the content of such Memorandum;
 - the Purchaser has obtained the consent from any parties from whom consent to the transfer of the Units is required (if applicable);
 - no material adverse change has occurred in connection with the business of the Target or the Units;
 - all representations and warranties of the Target and the Vendor are true and all covenants of the Target and the Vendor having been performed in all material respects as of the Closing.
7. Closing: The closing (the “Closing”) of the transactions contemplated by this Agreement will occur not later than 3 business days following the satisfaction by the Purchaser of the Conditions Precedent. At the Closing, the Purchaser will pay for the Units and the Vendor will transfer the Units to the Purchaser free from any outstanding liens, charges, claims or encumbrances.
8. Costs: The Purchaser and the Vendor will each bear their own expenses in connection with this Agreement and the purchase and of the Units.
9. Confidentiality: All negotiations regarding the Target, Combination, Acquisition, and the Units will be confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties, such as lenders approached for financing. No press or other publicity release will be issued to the general public concerning the proposed transaction without mutual consent unless required by law, and then only upon prior written notice to the other party.
10. Currency: All references to “EURO” in this Agreement shall refer to currency of the European Union.
11. Proper Law: This Agreement will be governed by and construed in accordance with the law of Luxembourg, and the parties hereby agree to the jurisdiction of the Courts of competent jurisdiction of Luxembourg in any proceeding hereunder.
12. Legal Force: This Agreement is published on the website of the Company <http://neoetf.fund> and will become binding for the parties since the Purchaser’s approval on the website.