



TERMSHEET

PREAMBLE

Venture _____ [COMPANY NAME] (“VENTURE”)
is a _____ [LEGAL FORM] incorporated
as _____ [LEGALLY REGISTERED NAME]
in [TOWN, COUNTRY] registration number
_____ [COMPANY REGISTRATION
NUMBER] and intends to participate in the Investment Ready Program (as
defined below).

Investment Ready Program

The Investment Ready Program (“IRP”) is an innovative accelerator program to advance social entrepreneurship in Central and Eastern Europe (CEE) through capacity building and catalyzing investment into the sector.

IRP is run by Impact Hub Vienna, and represented by emersense e.V., Vienna, ZVR 071226933, a non-profit association.

Purpose

VENTURE and emersense e.V (each a “PARTY” and collectively the “PARTIES”) intend to enter into this agreement (“TERMSHEET”) to enable VENTURE to participate in the Investment Ready Program. The detailed offer and terms of participation of the Investment Ready Program are outlined in the Venture Agreement, a separate document.

This TERMSHEET sets out the general binding terms and conditions for a Deferred Payment Component (“DEFERRED PAYMENT”). The TERMSHEET may be replaced by a contract specifying further details of the agreement if deemed necessary by the PARTIES.

The purpose of DEFERRED PAYMENT is to enable future participation of social enterprises in next editions of IRP; DEFERRED PAYMENTS are used to ‘pay it forward’.

The PARTIES agree to act in good faith when negotiating this complementing contract as well as resolving any potential conflicts arising from this TERMSHEET.



TERMS & CONDITIONS

Term This TERMSHEET enters into force as of the date hereof and is valid for a term of 24 months until 17th of April 2020 (the „TERM“).

Deferred Payment Component In addition to the base fee of EUR 995, the VENTURE agrees to pay a (i) DEFERRED PAYMENT, or a (ii) DEFERRED PAYMENT OPT-OUT as follows:

- (i) A % fee on Outside Capital Raised (as defined below) (the “FEE”). The FEE is due in cash when VENTURE has raised Outside Capital Raised during the TERM, and is payable within 14 days after VENTURE has received payment

EUR	Capital raised through IRP	Capital raised independently of IRP
0 – 200.000	5%	3%
200.001 – 500.000	4.5%	2.5%
500.001 – 1.000.000	4%	2.0%
1.000.001 – 10.000.000	3.5%	1.5%
10.000.001 +	3%	1%

- (ii) If VENTURE chooses to opt-out of DEFERRED PAYMENT fee outlined above, VENTURE agrees to pay a DEFERRED PAYMENT OPT-OUT fee of EUR 7.500

VENTURE decides and commits to either DEFERRED PAYMENT or DEFERRED PAYMENT OPT-OUT, as outlined above, at the signing of this document.

Please fill in your choice

Outside Capital Raised “Outside Capital Raised” means any capital contributed to VENTURE, whether in the form of equity or debt investment or grants, and irrespective of whether an introduction to the financing party was made through IRP or not.

“Capital raised through IRP” means any Outside Capital contributed to VENTURE, resulting from VENTURE’s participation in the IRP program and membership at Impact Hub Vienna (IHV). This includes but is not limited to: IRP and IHV investor network, mentors, experts, members, partners, events, workshops, facilitated introductions.

“Capital raised independently of IRP” means any Outside Capital contributed to VENTURE, not resulting from VENTURE’s participation in the IRP program and



membership at Impact Hub Vienna (IHV). This includes but is not limited to: investors acquired by VENTURE before April 17th 2018 (or before participation in Warm-Up, where relevant), investors acquired by VENTURE independently of IRP's and IHV's network, programs, events and facilitated introductions.

Exceptions shall only be explicitly stated as follows:

[please specify grants/funds already or almost certain to be received; i.e. Letter of Intent, Memorandum of Understanding or similar signed]

MISCELLANEOUS

**Amendment,
Entire Agreement**

This TERMSHEET may be supplemented, amended or otherwise modified only by means of a written agreement executed by duly authorized representatives of each of the PARTIES. This TERMSHEET represents the entire understanding and agreement between the PARTIES with respect to the subject matter hereof at the time of its execution and supersedes all prior negotiations, understandings and agreements relating to the subject matter hereof.

Severability

If any part of this TERMSHEET is held to be invalid or unenforceable, such determination shall not invalidate any other provision of this TERMSHEET. However, the PARTIES hereto shall attempt, through negotiations in good faith, to replace any part of this TERMSHEET so held to be invalid or unenforceable. The failure of the PARTIES to reach an agreement on a replacement provision shall not affect the validity of the remaining provisions of this TERMSHEET, unless the invalidity of such part of this TERMSHEET alters the fundamental basis of this Agreement.

No Waiver

Failure by any PARTY at any time or times to require performance of any provisions of this TERMSHEET shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this TERMSHEET shall not be construed to be a waiver by such PARTY of any



succeeding breach of such provision or waiver by such PARTY of any breach of any other provision hereof. No waiver shall have effect unless given in writing.

Binding Effect

This TERMSHEET shall be binding, legally effective and enforceable on the PARTIES hereto.

**Jurisdiction,
Applicable Law**

This TERMSHEET shall be governed by and construed in accordance with the laws of Austria with the exception of the Austrian conflict of laws rules. All disputes and claims arising out of or in connection with this TERMSHEET shall be finally settled by the competent court in Vienna, Inner City, Austria.

Assignment

VENTURE may change its legal form within the terms of this TERMSHEET, however as long as substance of its activities and / or business goals remain broadly similar as per end of the TERM (including no change of control in voting rights), representatives of VENTURE (signatories of this TERMSHEET) commit to assign fully all rights and obligations resulting from or arising out of this TERMSHEET to any legal entity VENTURE chooses to set-up, respectively to the current or prospective shareholders of VENTURE, as applicable. The same applies to changes in the legal form of IRP, and/or assignment of the rights and obligations of this TERMSHEET to another legal entity.

SIGNATURES

VENTURE

emersense e.V.

Name:

Date:

Location:

Name:

Date:

Location: