TERMS AND CONDITIONS

of the

sanSirro GmbH

with its registered office in Lebring

§ 1
Granting and offering of profit participation rights

(1) In accordance with the relevant shareholder resolution, sanSirro GmbH, Stangersdorf Gewerbegebiet 110, 8403 Lebring, registered in the commercial register of the Graz Regional Court for Civil Matters under commercial register number FN 403078m (the "**Issuer**"), is issuing profit participation rights capital with a total nominal value of up to EUR 7,749, divided into up to 7,749 profit participation rights with a nominal value of EUR 1 each (the "**Profit Participation Rights**" or individually a "**Profit Participation Right**"). The total nominal value of the profit participation rights currently corresponds to 8.36% of the Issuer's total capital (as defined in § 2 para 1). At the same time as this offer of non-securitised profit participation rights in Austria, the issuer is also offering them in Slovenia. The offer in Austria and Slovenia is limited by the issuer to issue proceeds of a maximum of EUR 1,999,999. In addition, the issuer is also offering participation certificates securitised in the form of e-securities in Germany with the same structure and a total nominal value of EUR 7,749. However, the issuer will only accept so many subscriptions from the offers in total that, after both offers have been carried out, the issuer will have profit participation capital totalling a maximum of EUR 7,749, which, given the issuer's share capital of around EUR 84,933, will result in a maximum total capital of around EUR 92,682 after both offers have been carried out.

(2) The issue price per profit participation right is EUR 310 for subscription offers submitted up to (and including) 1 June 2025, after which the issue price per profit participation right is EUR 323.

(3) The profit participation rights are unsecured, non-securitised, equity-like profit participation rights of the issuer, which embody a participation in the profit and loss as well as the assets of the issuer in accordance with §§ 2 to 4. Additional contributions, subsequent payments, loss cover, any liabilities or similar obligations are expressly excluded for the holders of profit participation rights (the "**holders of profit participation rights**"). The profit participation rights do not confer any voting rights or other membership rights. In particular, holders of profit participation rights are not entitled to the rights granted under the Austrian Limited Liability Companies Act (Gesetz über Gesellschaften mit beschränkter Haftung), nor are they entitled to subscription rights when new shares or additional profit participation rights of the issuer are

issued. The issuer reserves the right to issue further profit participation rights, whether securitised or non-securitised.

(4) The profit participation rights are expected to be publicly offered in Austria and Slovenia in the period from 20 April 2025 to 31 December 2025. The issuer reserves the right to extend or shorten this subscription period and, if necessary, to cancel the offer completely. In the event of an extension, the subscription period will end on 19 April 2026 at the latest. The minimum subscription per investor is 2 profit participation rights. The public offer is made utilising the prospectus exemption pursuant to Section 3 (1) no. 3 KMG. An information sheet pursuant to Section 4 (1) of the Alternative Financing Act in conjunction with the Alternative Financing Information Regulation was published on the issuer's website prior to the start of the offer and will be made available to investors by the issuer prior to submitting a subscription offer for the profit participation rights.

§ 2
Profit sharing

(1) The holders of profit participation rights participate in the annual profit within the meaning of § 2 para 2 in the ratio of the nominal value of their profit participation rights to the nominal value of the total capital. The total capital consists of the (non-privileged) share capital of the issuer, the profit participation rights capital specified in § 1 para 1 and any other newly issued profit

participation rights or comparable capital (the "**total capital**"). The profit participation rights are entitled to profit for the first time with regard to the annual profit for the 2025 financial year.

(2) The annual profit is the net profit for the year pursuant to Section 231 para 2 no 21 UGB before deduction of the profit share of the holders of profit participation rights and before allocation to or release of reserves (the "**annual profit**"). The share of the annual profit attributable to the holders of profit participation rights shall be paid out to the holders of profit participation rights within two weeks of the adoption of the issuer's annual financial statements for the respective financial year, if necessary after covering any loss participation pursuant to § 3 para 2.

§ 3
Loss participation

(1) The profit participation rights participate - for the first time with regard to any annual loss for the 2025 financial year - in a loss of the issuer up to the full amount in the ratio of the nominal value of the profit participation rights to the nominal value of the total capital.

(2) If the profit participation capital is used in whole or in part to cover a loss, future annual profits must be used to replenish the profit participation capital used to cover the loss before it is used for any other purpose.

§ 4
Asset participation

The holders of profit participation rights participate in the assets of the issuer in the ratio of the nominal value of their profit participation rights to the nominal value of the total capital. In the event of the liquidation of the issuer, the holders of profit participation rights have a corresponding claim to a portion of the liquidation proceeds. In the event of the termination of profit participation rights, the asset participation is calculated as described in § 7.

§ 5
Transfer of the profit participation right

Any disposal of the profit participation right holder of the profit participation right is subject to the consent of the issuer. In particular, the holder of profit participation rights is therefore not permitted to pledge, assign or otherwise encumber the profit participation right or any resulting claims without the consent of the issuer.

§ 6
Duty to inform

During the term of the profit participation right, the holders of profit participation rights receive the current annual financial statements of the issuer by e-mail to the e-mail addresses they have provided. The transmission shall take place within six months of the end of the respective financial year. If this is necessary for the verification of claims arising from these terms and conditions for profit participation rights by holders of profit participation rights, the holders of profit participation rights have the right to inspect the issuer's annual financial statements even after the termination of their profit participation rights.

§ 7
Duration and Termination

(1) The profit participation capital is made available to the issuer for an indefinite period.

(2) Holders of profit participation rights may terminate the profit participation rights by giving six months' notice to the end of each calendar year, but the issuer may do so for the first time on 31 December 2029 and the holders of profit participation rights for the first time on 31 December 2028. This does not affect the right of either party to terminate the profit participation rights immediately for good cause. In the event of (ordinary or extraordinary) termination of the profit participation rights in accordance with this provision, the holders of profit participation rights are entitled to a settlement credit which corresponds to (a) the pro rata enterprise value in the ratio of the nominal value of their profit participation rights to the nominal value of the issuer's total capital plus (b) profit shares not yet paid out less (c) loss shares not yet replenished. For the purposes of this provision, the enterprise value is to be determined on the basis of the issuer's turnover and earnings after tax. In the event of termination as of 31 December, the annual financial statements of the issuer prepared as of this date shall be used for this purpose. In the event of extraordinary termination during the year, the annual financial statements prepared as of 31 December preceding the date of termination shall be used as the basis for calculating the enterprise value. If the earnings after tax in the relevant annual financial statements are negative, the negative value is used for the calculation. The formula for calculating the company value is as follows:

Enterprise value = (sales x 7.5 + earnings after tax x 2)/2

Example: If the issuer terminates the profit participation rights on 31.12.2029 and sales in the 2029 financial year amount to EUR 10,000,000 and earnings after taxes amount to EUR 4,000,000, the enterprise value is (EUR 10,000,000 x 7.5 + EUR 4,000,000 x 2)/2 = EUR 41,500,000), which corresponds to an enterprise value per profit participation right of around EUR 41,500,000/EUR 92,682 = *EUR 447.77.*

The issuer must notify the holder of profit participation rights to be settled of the settlement balance within two weeks of the adoption of the relevant annual financial statements by the shareholder(s) of the issuer (which must take place by 30 June of the following year at the latest) and payment must be made within a further three weeks. Payment must be made to the account to be notified by the holder of profit participation rights in the subscription offer, unless the holder of profit participation rights notifies the issuer of a different account details.

(3) Both the issuer and the holders of profit participation rights may terminate the profit participation rights with immediate effect if an exit event occurs (the "**exit termination**"). The issuer must inform the holders of profit participation rights immediately by email of the occurrence of an exit event. In the case of the issuer, the right to give notice of exit termination ends within five weeks of the occurrence of the exit event; in the case of the holders of profit participation rights, within five weeks of the information emails being sent. "**Exit event**" means the conclusion of binding documentation (such as a purchase and assignment agreement) on the basis of which one or more third parties directly or indirectly acquire (a) the majority of the shares in the issuer or (b) the entire company assets of the issuer (within the meaning of Section 237 (1) AktG) in one or more closely related acquisition steps. "**Third parties**" within the meaning of this provision are natural and legal persons who are neither related to the current direct and indirect shareholders of the issuer (§ 189a no 8 UGB) nor their relatives (§ 25 BAO). In the event of an exit termination, the holders of profit participation rights are entitled to a settlement credit, which corresponds to (a) the pro rata enterprise value in the ratio of the nominal value of their profit participation rights to the nominal value of the issuer's total capital plus (b) profit shares not yet paid out less (c) loss shares not yet replenished. For the purposes of the exit termination, the enterprise value corresponds to the valuation of the issuer that the acquirer would use as the basis for a total acquisition of the issuer or its entire assets at the exit event. The settlement credit is due for payment within three months of the exit termination becoming effective, but no earlier than two weeks after the exit event has been completed. If, for whatever reason, the exit event is not completed, exit notices become ineffective and the profit participation rights continue to exist unchanged.

§ 8
Qualified subordination

(1) The holders of profit participation rights hereby expressly and irrevocably declare the unrestricted qualified subordination of all their claims (profit claims, settlement credits, etc.) against the issuer under these terms and conditions for profit participation rights.

(2) The holders of profit participation rights may only demand payments based on the terms and conditions of the profit participation rights if this does not constitute grounds for the issuer to

open insolvency proceedings, i.e. if it does not lead to over-indebtedness or insolvency of the issuer and the issuer does not have negative equity.

(3) In this respect, the claims of the holders of profit participation rights arising from the profit participation rights are subordinated to all current and future claims of other creditors of the issuer, unless the other creditors have also concluded a subordination agreement. There is pari passu ranking with regard to other creditors who are also subordinated.

(4) If - for whatever reason - the issuer becomes insolvent or is liquidated, the holders of profit participation rights will only be satisfied once all other creditors who do not rank equally have been satisfied in full.

§ 9
Other provisions

(1) If the issuer carries out (a) an ordinary capital increase at a takeover price for new shares that is below the market value, (b) an issue of new profit participation rights or comparable capital (within the meaning of Section 2 para 1 above) below the market value or (c) a capital increase from company funds (e.g. in accordance with the Capital Adjustment Act), the holders of profit participation rights have the right to acquire profit participation rights, the acquisition of which compensates for any dilution in the assets of the holders of profit participation rights that would otherwise occur.

(2) Announcements and legally binding declarations by the issuer to the holders of profit participation rights are made on the website of Sensus Pura Austria GmbH www.sensuspura.com/project/qus with binding effect for and against the holders of profit participation rights, unless expressly agreed otherwise in these Terms and Conditions for Profit Participation Rights. In the absence of any other express provision, no separate notification of the individual holders of profit participation rights is required.

(3) Should any provisions of these terms and conditions for profit participation rights be or become invalid in whole or in part, the remaining provisions of these terms and conditions for profit participation rights shall remain in force.

(4) Austrian law applies to all legal relationships in connection with the profit participation rights governed by these terms and conditions. For all legal disputes in connection with the profit participation rights, the exclusive jurisdiction of the court with subject-matter jurisdiction for 8010 Graz is agreed. This does not affect the jurisdiction of consumer courts.