



# General Information for Consumers

**Private Placement**

€100,000.00 Minimum Investment; for Professionals only  
Monetec GmbH, May 2024



**Monetec GmbH**

(a limited liability company pursuant to Austria law  
having its corporate seat in Vienna, Austria)

## **Up to EUR 21 Million Tokenized MTC Profit Participation Rights (ISIN: AT0000A3CU04)**

### **General Information for Consumers**

#### **Information on the Issuer**

The company issuing the Participation Rights is

**Monetec GmbH**, FN 627195x  
Stella-Klein-Löw Weg 8  
1020 Vienna  
Austria  
(the "**Issuer**").

The Issuer is issuing the Participation Rights in order to raise funds for the further expansion of its business. The Issuer's main business is the development and operation of solar farms.

If you have any questions or complaints, please contact the Issuer by email: [contact@monetec.io](mailto:contact@monetec.io) or by phone: +49 1516 1176 756. You can communicate with the Issuer in German or English.

#### **Basic Information on the Participation Rights**

The Participation Rights are profit participation rights (*Genussrechte*) of the Issuer. As a holder of Participation Rights, you are generally entitled to a pro rata share in 85 % of the profit and loss of the Issuer as well as the liquidation proceeds, the hidden reserves and the goodwill of the Issuer in the event of the Issuer's liquidation (the "**Profit Participation**").

The Participation Rights are represented by 'MTC' tokens on the Ethereum blockchain (the "**Tokens**"). All rights in connection with the Participation Rights are linked to the possession of the Token.

The Participation Rights qualify as transferable securities within the meaning of Article 4 (1) (44) of MiFID II (Directive 2014/65/EU). Because this offering is addressed to fewer than 150 natural or legal persons per EU Member State, other than qualified investors, the offering is exempt from the obligation to draw up a capital market prospectus pursuant to Article 1 (4) (b) of the EU Prospectus Regulation.

#### **Subscription Process**

The Participation Rights and the subscription process are governed by Austrian law.

The Participation Rights can be subscribed by interested investors in the period from 1 June 2024 to 1 June 2027.

You can subscribe to the Participation Rights by filling out a subscription form and returning it to the Issuer. The Issuer accepts subscriptions in EUR and USD Tether (USDT) only. There is no minimum investment amount to subscribe to the Participation Rights.

The price for a single Participation Right increases during the course of the subscription period according to the following schedule:

<b>Subscription Made Between</b>	<b>Price per Participation Right</b>
1 – 30 June 2024	800,00 €
1 – 31 July 2024	801,00 €
1 – 31 August 2024	802,30 €
1 – 30 September 2024	804,00 €

1 – 31 October 2024	806,40 €
1 – 30 November 2024	809,70 €
1 – 31 December 2024	814,10 €
1 – 31 January 2025	820,10 €
1 – 28 February 2025	828,10 €
1 – 31 March 2025	838,90 €
1 – 30 April 2025	853,50 €
1 – 31 May 2025	873,20 €
1 – 30 June 2025	900,00 €
1 – 31 July 2025	902,30 €
1 – 31 August 2025	905,20 €
1 – 30 September 2025	908,90 €
1 – 31 October 2025	913,70 €
1 – 30 November 2025	919,80 €
1 – 31 December 2025	927,50 €
1 – 31 January 2026	937,40 €
1 – 28 February 2026	950,00 €
1 – 31 March 2026	952,30 €
1 – 30 April 2026	955,20 €
1 – 31 May 2026	958,90 €
1 – 30 June 2026	963,70 €
1 – 31 July 2026	969,80 €
1 – 31 August 2026	977,50 €
1 – 30 September 2026	987,40 €
1 – 31 October 2026	1.000,00 €
1 – 30 November 2026	1.015,00 €
1 – 31 December 2026	1.030,00 €
1 – 31 January 2027	1.090,00 €
1 – 28 February 2027	1.175,00 €
1 – 31 March 2027	1.286,40 €
1 – 30 April 2027	1.406,40 €
1 May – 1 June 2027	1.575,18 €

You can make a legally binding offer to purchase the Participation Rights by paying the subscription amount to the Issuer. The Issuer will inform you where the payment should be made during the subscription process. The total subscription amount owed to the Issuer will be shown to you during the subscription process. You will be responsible for paying any fees (e.g., wire transfer fee, currency conversion fee, blockchain gas fees) incurred in connection with the payment of the subscription amount.

A subscription is effective only upon the Issuer's acceptance of your legally binding offer. The Issuer may accept your offer by transferring the Tokens to the address provided by you on the subscription form. The Issuer reserves the right to reject any subscription in whole or in part.

### Calculation of the Profit Participation

This section provides a simplified explanation as to how the Profit Participation is calculated. The exact calculation can be found in the terms and conditions of the Participation Rights.

By 28 February and 30 August of each calendar year, the Issuer will publish its interim financial statements for the previous financial half year. The interim financial statements will show a balance sheet profit or loss for the applicable half year. The first interim financial statement will be published by the Issuer by 28 February 2025 for the financial half year ending on 31 December 2024.

The Issuer calculates the Profit Participation by first multiplying the balance sheet profit or loss by 85 %. The Issuer then accounts for any dilution by multiplying the result by the ratio of the Participation Rights issued and outstanding pursuant to this offering to the total number of all participation rights issued and outstanding. The final result is recorded in a dedicated balance sheet account of the Issuer (the "Results Account").

A simple (fictional) example:

*Participation Rights in the amount of 30 were issued; Later, additional participation rights in the amount of 20 were issued; the profit of the Issuer in year 1 is 15:*

*In this example, the Profit Participation is 7.65  $((0.85 \times 15) \times (30 / 30 + 20))$ .*

Every financial half year the Results Account will be updated based on the latest Profit Participation. This means that the Results Account can become negative (e.g., if the Issuer has a loss).

If the Results Account is negative, there is no obligation to make any payments in order to compensate the negative balance; the Results Account will simply remain negative until a positive balance is achieved through profits.

Tokenholders participate in the Profit Participation on a pro rata basis according to the number of Tokens held. You can calculate the pro rata portion of the Profit Participation for a single Token by dividing the Profit Participation by the total number of Tokens issued and outstanding.

## Distributions

Starting on 31 March 2025, the Issuer will distribute the positive balance of the Results Account (as explained in more detail below) to Tokenholders on a semi-annual basis (each, a "**Distribution**").

Distributions will occur on 31 March and 30 September at 14:00 CET of each calendar year if the balance on the Results Account exceeds EUR 1,000. If the balance on the Results Account does not exceed EUR 1,000 (or is negative), no Distribution will occur.

Distributions are made in USDT and sent on the BNB Smart Chain blockchain to the address where the Token is located on the Ethereum blockchain. This means that you will need to use a wallet that is compatible with both the Ethereum and BNB Smart Chain blockchains to access any Distribution.

Payments will be converted from EUR to USDT according to the exchange rate published at [www.binance.com](http://www.binance.com).

You will be responsible for paying all costs associated with Distributions and for all taxes and other charges that may arise.

## Transferability

The Participation Rights are freely transferable. They may be assigned to a third party by transferring the Token on the Ethereum blockchain. The Issuer considers an assignment as effective after the transfer has been confirmed by at least two (2) epochs on the Ethereum blockchain.

## Term and Termination

The Participation Rights do not have a maturity date. Neither you nor the Issuer can terminate the Participation Rights for a period of 5 years starting on 1 June 2024.

After 5 years, either you or the Issuer may terminate the Participation Rights with effect as at 31 December of each calendar year, subject to a notice period

of 6 months. This means that if you wish to terminate the Participation Rights, you must provide notice to the Issuer by 30 June for the Participation Rights to terminate at the end of the year.

If you terminate the Participation Rights, you will be refunded the balance sheet value of the Participation Right. In simple terms, this is the nominal value of the Participation Right plus undistributed profits less losses. To receive the balance sheet value, you must first return the Tokens to the Issuer.

If the Issuer terminates the Participation Rights, you will receive either (i) the pro rata enterprise value, or (ii) the balance sheet value of the Participation Right, whichever is greater. The enterprise value will be determined by an internationally reputable auditor commissioned by the Issuer.

## Risks and Information

The Participation Rights are subject to certain risks (see below) and the market value of the Participation Rights may be subject to fluctuations on the financial market over which the Issuer has no influence. Income generated in the past is not an indication of future income of the Issuer.

You bear the Issuer's credit risk with regard to payments. Credit risk refers to the risk that the Issuer may fail to meet its obligations in full or in part.

Under the Participation Rights you not only participate in the profits but also in the losses of the Issuer. If the Issuer generates losses, this reduces the balance sheet value of your Participation Right, so you will receive less if you terminate your Participation Rights yourself. However, if there is a negative value, you are not required to invest additional funds.

The Participation Rights are qualified subordinated. Due to the subordinate nature of the obligations under the Participation Rights, your claims in the event of an insolvency of the Issuer will only be fulfilled after all claims of non-subordinated creditors of the Issuer have been fulfilled. In addition, you cannot claim payment if the payment would result in the insolvency of the Issuer. There is the possibility of a total loss of the capital invested.

Your participation in the profit or loss is determined, in simplified terms, by the ratio of your participation capital to other participation capital issued by the Issuer. The Issuer has the right at all times to take

measures that lead to a change in its capital structure. If this results in an increase in the participation capital, this means that a smaller part of the profit or loss is attributable to you (dilution).

The transfer of Participation Rights by way of an assignment agreement may trigger the obligation to pay a legal transaction fee under the Austrian Fees Act (*Gebührengesetz*) if a deed is created for the transaction. Pursuant to § 33 TP 21 of the Act, the fee for assignments of such debt claims is 0.8 % of the consideration.

The Issuer assumes that the Participation Rights are transferable securities within the meaning of Directive 2014/65/EU (MiFID II). If you intend to sell the Participation Rights, please note that a public offer of the Participation Rights by you may be inadmissible and punishable if you resell the Participation Rights in denominations of less than EUR 100,000 and there is no valid capital market prospectus published.

Although the Participation Rights are represented by Tokens that may qualify as crypto-assets under the EU Markets in Crypto-Assets Regulation (MiCA), the Participation Rights and Tokens are excluded from the scope of MiCA pursuant to Article 2 (4) (a) because they qualify as financial instruments.

Payments to you are made in USDT. USDT, and digital assets generally, can be subject to high volatility. There is a significant risk of loss due to price volatility if you do not immediately exchange the received payments into fiat currency.