

# PRE-ORDER TWIKE 5, also TWIKE 6, RANK-UP or PIONEER EDITION



Please note: The TWIKE 5 is still under development and has not yet entered production. It is therefore not yet a binding order, but a pre-order or rank-up of an earlier payment, also for the purpose of allocating the list places of the limited series of 500 units.

The offer for the PIONEER EDITION is limited in time and number, current information on this can be found at [www.twike.com/invest](http://www.twike.com/invest).

For better readability, the generic masculine is used. Unless otherwise indicated, the personal designations used in this document refer to all genders.

Please fill out, sign, upload to [twike.com](http://twike.com), send to [order@twike.com](mailto:order@twike.com) or by post to TWIKE GmbH, Feldgasse 6, 35119 Rosenthal.

TWIKE GmbH  
Feldgasse 6  
35119 Rosenthal  
Germany

fon +49 (0)6458 1392

[order@twike.com](mailto:order@twike.com)  
[www.twike.com](http://www.twike.com)

I, \_\_\_\_\_ First name Last name  
\_\_\_\_\_ Street, House no. \_\_\_\_\_ Zip code, City, Country

hereby pre-order from **TWIKE GmbH, Feldgasse 6, in D-35119 Rosenthal a TWIKE 5.**

Target data: Limited Edition, 500 vehicles sequentially numbered, 3-wheel electric vehicle with optional human power assistance, two-seater, registration as a three-wheeled motor vehicle, EU Class L5e, rear-wheel drive, peak power approx. 70 kW, battery voltage 353 V, battery capacity 17.5 kWh or 35 kWh, WLTP range ca. 500 km, WLTP consumption ca. 7 kWh/100 km, max speed up to 190 km/h, base target price (17.5 kWh) ca.. € 45,200 net to € 48,300 net (35 kWh), configuration possible after completion of development with presentation of first prototypes.

I would like to pre-order a **TWIKE 6** instead of a TWIKE 5.

Target data: Expected series launch 15 months after SOP of TWIKE 5, 3-wheel electric vehicle with optional human power assistance, two-seater, registration as a three-wheeled motor vehicle, EU Class L5e, rear-wheel drive, max speed ca. 120 km/h, starting from a base price of approximately € 25,100 net.

I do not wish to pre-order another TWIKE, but have already made an initial advance payment and am hereby increasing this **(RANK UP)**.

Instead of the above I would like to pre-order a **TWIKE 5** of the **PIONEER EDITION**.

Target data: TWIKE 5 PIONEER EDITION within the Limited Edition, 35 kWh battery, guaranteed purchase price max. €41,932 net (excluding 2nd pedal generator, trailer hitch, performance upgrade, and delivery).

This pre-order for a TWIKE 5 of the PIONEER EDITION at least replaces my previous pre-order, for which I have already made an advance payment (excl. interest) in the amount of \_\_\_\_\_ €.

My nickname\* is/should be \_\_\_\_\_

\*The nickname allows the anonymous display of the ranking position at [www.twike.com/ranking](http://www.twike.com/ranking).

1. The advance pre-orderer shall make an advance payment for the aforementioned purpose in the amount of \_\_\_\_\_ €, in words \_\_\_\_\_ Euro

(for TWIKE 5 in the PIONEER EDITION cumulated with any previous advance payments at least € 49,900) to the account of TWIKE GmbH: IBAN DE33 5003 1000 1034 2360 00, BIC TRODDEF1, Triodos Bank N.V., with the reference TWIKE PRE-ORDER and your own name.

2. The pre-orderer will have preferred access to test drives with pre-production prototypes before the general public and preferred opportunity for early conversion into an order.

3. Upon conversion of the pre-order into a purchase contract, the pre-orderer will receive a discount based on the amount and date of their prepayment (the prepayment accrues interest at 5% p.a., and the accrued interest will be granted as a discount upon conversion into a purchase contract). The amount of the discount also determines the ranking, which sorts the delivery sequence. Any overpayments will be treated as prematurely terminated from the day of conversion (see 5.):

4. The pre-orderer is not obliged to convert his pre-order into an order.

5. Early termination is possible. Repayment of the advance payment plus interest accrued to date will then be made with twelve months' notice to the end of the annual quarter to an account of the previous customer (please specify when terminating).

6. Subordination Agreement/Subordination Waiver

a. In order to avoid over-indebtedness of TWIKE GmbH, the pre-orderer and TWIKE GmbH agree with respect to all present and future claims arising from this pre-order to a comprehensive qualified subordination waiver.

b. The subordination waiver results in a waiver behind all creditors who would be creditors pursuant to §38 Insolvency Code in the event of the opening of insolvency proceedings against the assets of the debtor, as well as a waiver behind the subordinated creditors within the meaning of §39 para. 1 Insolvency Code. Thereby, the creditor enters the same rank as any claims for reimbursement of contributions and would be satisfied in the insolvency proceedings in the rank of §199 sentence 2 Insolvency Code.

c. From this moment onwards, the debtor may only satisfy claims of the creditor from future profits and from assets not required to cover the share capital.

d. The creditor undertakes not to take any actions with regard to the claims subordinated in rank above, in particular not to collect them, not to secure them, not to assign them to third parties, not to pledge them, or set them off. This does not affect the right to extinguish the claims by rescission of the underlying purchase contracts or waiver.

7. Should individual provisions of this contract be invalid in whole or in part or become invalid as a result of a change in the law or as a result of supreme court rulings, the remainder of the contract shall remain valid. In such a case, the contracting parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

8. Amendments to this contract may only be made in writing. This also applies to the amendment of this written form requirement.

9. The place of jurisdiction for all disputes arising from this contract shall be Marburg/Lahn, insofar as this can be permissibly agreed.

TWIKE GmbH

Place, date : Rosenthal, \_\_\_\_\_

Name : Martin Möscheid \_\_\_\_\_

Signature : \_\_\_\_\_

Pre-Orderer

Place, date : \_\_\_\_\_

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

INTERN

Advance payment made to date (excluding interest) before this supplementary payment: \_\_\_\_\_

Total advance payment (excluding interest) after this supplementary payment: \_\_\_\_\_