

# PRE-ORDER TWIKE 5, TWIKE 6, RANK-UP or PIONEER EDITION (rev 261005)

# TWIKE

**Please note:** The TWIKE 5 is still under final development and is not yet in production. This is therefore not yet a binding order, but a pre-order or an increase (rank-up) of an earlier payment, also for the purpose of allocating positions on the list for the limited series of 500 vehicles. The PIONEER EDITION offer is limited in time and quantity; current information is available at [www.twike.com/invest](https://www.twike.com/invest).

For ease of reading, the masculine form is used generically. Unless otherwise indicated, all personal designations used in this document refer to all genders.

**Please complete and sign this form and upload it at [twike.com](https://www.twike.com) or send it by email to [order@twike.com](mailto:order@twike.com) or by post to TWIKE GmbH, Feldgasse 6, 35119 Rosenthal, Germany.**

I, \_\_\_\_\_ First name, last name,

\_\_\_\_\_ Street, house no., \_\_\_\_\_ Postal code, city, country.

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

Target specifications TWIKE 5: Limited Edition, 500 consecutively numbered vehicles, three-wheeled electric vehicle with optional human-power assistance, two seats, registered as a three-wheeled motor vehicle, EU category L5e, rear-wheel drive, peak output approx. 70 kW, battery voltage 353 V, battery 20 kWh or 40 kWh, WLTP range approx. 600 km, WLTP consumpt. approx. 7 kWh/100km, top speed up to 190 km/h, target base price (20 kWh) approx. EUR 49,200 net to EUR 52,300 net (40 kWh). Configuration possible after completion of development and demo of the first prototypes.

☐ Alternatively, I do not wish to pre-order a TWIKE 5, but a **TWIKE 6**.

Target specifications TWIKE 6: Expected start of series production 15 months after SOP of the TWIKE 5, three-wheeled electric vehicle with optional human-power assistance, two seats, registered as a three-wheeled motor vehicle, EU category L5e, rear-wheel drive, top speed approx. 120 km/h, base price from approx. EUR 25,100 net.

☐ Alternatively, I do not wish to pre-order another TWIKE but have already made an initial advance payment and hereby increase it (**RANK UP**). The higher interest rate (see 3.) and the revised notice period (see 6.) shall also apply to the earlier advance payments.

☐ By way of exception, the higher interest rate (see 3.) and the revised notice period (see 6.) shall **not** apply to the earlier advance payments.

☐ Alternatively, I wish to pre-order a TWIKE 5 **PIONEER EDITION**.

Target specifications: TWIKE 5 PIONEER Edition (part of the Limited Edition), 40 kWh battery, with guaranteed purchase price

- **€48,700 net** with a cumulative minimum down payment of €22,800 according to the payment schedule: November 1, 2026 / €16,000, December 6, 2026 / €20,000, January 10, 2027 / €22,800, or
- **€48,100 net** with a minimum down payment of €22,800 by November 1, 2026, or
- **€46,900 net** with a minimum down payment of €49,900 by November 1, 2026,

The date of receipt of payment applies; equipment does not yet include options (e.g., without a second pedal generator, without a trailer hitch, without performance unlock, without transfer). Options can be selected when ordering.

In all of the above cases, this pre-order for a TWIKE supersedes my previous pre-order(s), for which I have already made a down payment (excluding interest) in the amount of **EUR** \_\_\_\_\_.

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

\*enables anonymous display at <https://twike.com/ranking>

1. For the purpose stated above, the pre-order customer shall make an advance payment of **EUR** \_\_\_\_\_, in words \_\_\_\_\_ euros, to the account of TWIKE GmbH - IBAN **DE36 4306 0967 1384 9361 00**, BIC **GENODEM1GLS** - held with GLS Gemeinschaftsbank eG, stating "TWIKE PRE-ORDER" and the customer's own name as the payment reference.

2. Before the general public, the pre-order customer shall be given priority access to a test drive with near-production prototypes and priority opportunity to convert the pre-order into an order at an early stage.

3. When converting the pre-order into a purchase agreement, the pre-order customer shall receive a discount based on the amount and payment date of the advance payment (the advance payment bears interest at 6% p.a.; the stated interest shall be granted as a discount upon conversion into a purchase agreement). The amount of the discount is also used for the ranking that determines the order of delivery. Any excess payment shall be treated as an early termination from the date of conversion (see 6.).

4. The pre-order customer is not obliged to convert the pre-order into an order.

5. The pre-order customer acknowledges that this project does not involve the purchase of an already fully developed production vehicle but is an agile development project. The vehicle is designed through joint development cycles and meetings with the direct, continuous involvement and participation of the exclusive group of first-order customers ("Pioneers"). In accordance with the agreement and for the designated purpose, the advance payment made by the

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customer is used directly to finance and provide this collaborative development work (design, software engineering, prototype construction, preparation and production). As the development steps are initiated irreversibly for this specific closed customer group and the specifications reflect the overall result of this group, the product is inseparably linked to the needs of this customer group. Due to the individual, collective adaptation of the goods to the needs of the customer group, there is no right of withdrawal pursuant to Section 312g(2)(1) of the German Civil Code (BGB).

6. Early termination is possible. The advance payment plus the interest stated up to that date shall then be repaid with 36 months' notice effective at the end of a calendar quarter to an account of the pre-order customer (to be provided upon termination).

7. Subordination agreement with pre-insolvency enforcement restriction

- a. The parties agree to comprehensive qualified subordination combined with a pre-insolvency enforcement restriction for all claims (interest, repayment, damages) arising from the pre-order.
- b. The creditor ranks behind all creditors pursuant to Section 38 of the German Insolvency Code (InsO) and behind subordinated creditors (Section 39(1) InsO).
- c. Pre-insolvency enforcement restriction (payment deferral in a crisis): The claims may not be legally enforced for as long as their satisfaction would cause, threaten to cause or deepen a ground for insolvency (illiquidity/over-indebtedness). Maturity is deferred until the crisis has been permanently overcome; payments shall be made only from free assets.
- d. The creditor undertakes not to enforce the claims in court, attach them or assign them. This restriction also covers all claims for reversal or restitution.
- e. Express notice of the entrepreneurial risk of total loss: The pre-order customer is advised that, due to this clause, the advance payment constitutes an entrepreneurial participation with an equity-like liability function. In the event of a crisis, there is a risk of total loss of the advance payment.

8. Should individual provisions of this agreement be or become wholly or partly invalid as a result of a change in law or a ruling by a supreme court, the remaining provisions shall remain valid. In such a case, the 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.

9. Amendments to this agreement must be made in writing. This also applies to any amendment of this written-form requirement.

10. The place of jurisdiction for all disputes arising from this agreement shall be Marburg/Lahn, Germany, insofar as this may be validly agreed.

## TWIKE GmbH

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

Name: Martin Möscheid

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

## Pre-order customer

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

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

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

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### For internal use only

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

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