www.sparkhistoric.club

ADVANCED SUBSCRIPTION AGREEMENT
Private Offer - by Invitation only

THIS AGREEMENT is made on 2026

BETWEEN:

(1) SPARK HISTORIC CLUB LTD, a company incorporated in England and Wales with company number 112 69 441 and registered office at 67 St. Marks Road, London W11 1RE ("the Company")

(2)
Name, Adress ("the Investor")

1. DEFINITIONS AND INTERPRETATION

1.1 "Conversion Event" means the company raising a minimum of £300,000 in aggregate through a crowdfunding campaign.
1.2 "Conversion Price" means the lower of:
(a) the price per share in the conversion event discounted by 20%; or
(b) a price per share calculated using a pre-money valuation of £1,000,000.
1.3 "Investment" means the sum of £ [AMOUNT] paid by the Investor to the Company. The minimum Investment is £5,000.
1.4 "Shares" means ordinary shares of £0.01 each in the capital of the Company.
1.5 "Founding Membership" means a lifetime membership to Spark Historic Club with benefits as set out in Schedule 1.

2. SUBSCRIPTION AND PAYMENT
2.1 The Investor agrees to subscribe for and the Company agrees to accept the Investment of not less than £5,000.
2.2 The Investment shall be paid by the Investor to the company's bank account:

Spark Historic Club Ltd.
HSBC Bank Acct. 82097842, Sortcode 40-09-02

IBAN: GB27HBUK 400902 820 97 482
BIC: HBUKGB4102D

2.3 Upon receipt of the Investment, the Company shall grant the Investor a Founding Membership effective from the date of the Conversion Event.

3. CONVERSION

3.1 On completion of a Conversion Event, the Investment shall automatically convert into shares at the conversion Price.

3.2 The shares issued on conversion shall rank pari passu with the shares issued in the Conversion Event.

3.3 The Company shall issue the shares and enter the Investor into the register of members within 14 days of the Conversion Event.

4. REPAYMENT EVENT

4.1 If a Conversion Event has not occurred within 12 months of the date of this Agreement, the Company shall repay the Investment at par or conversion at cap. No interest. The Founding Membership shall not be granted in this event.

4.2 If the Company is sold prior to a Conversion Event, the Investor may elect to either:

(a) have the Investment repaid with 6% interest; or

(b) convert the Investment into shares immediately prior to the sale at the Conversion Price.

5. EIS RELIEF

5.1 The Company confirms that it intends to be a qualifying company for the purposes of EIS.

5.2 The Company shall use all reasonable endeavours to ensure that the Investor is eligible to claim EIS relief on the shares issued on conversion.

6. USE OF PROCEEDS

The Company shall use the Investment for general working capital, setup costs, garage deposit and legal fees.

7. GENERAL

7.1 This Agreement is governed by the laws of England and Wales.

7.2 This Agreement constitutes the entire agreement between the parties.

SCHEDULE 1: FOUNDING MEMBERSHIP BENEFITS

1. Lifetime membership from Conversion Date. Value: £10,000
2. Priority booking for all club vehicles
3. 10 driving days included per year
4. Invitation to all club events and track days
5. Founding Member plaque on club wall

SIGNED FOR AND ON BEHALF OF THE COMPANY
.....
Name: Hendric Groth
Position: Director
Date:

INVESTOR QUALIFICATION & REGULATORY CONFIRMATION

I confirm: (1) I am Self-Certified Sophisticated / HNWI per FSMA 2000 (Financial Promotion) Order 2005 (UK) or qualified/semi-professional investor per §2 (6) WpPG §1 (19) No.33 KAGB (DE/EU); (2) I understand this is a private offer of an ASA with £1,000,000 valuation cap and 20% discount, no fixed return, total loss possible, limited to <150 persons in DE/EU, no prospectus required under EU Prospectus Reg Art.1(4)(b) / §3 No.2 WpPG; (3) I invest on my own account, can bear total loss of 5000 GBP and was not solicited by public advertising.
SIGN*
Qualifizierter Anleger i.S.d. §2 Abs.6 WpPG

SIGNED BY THE INVESTOR
.....
Name: [INVESTOR NAME]
Date:

INOFFIZIELLE DEUTSCHE ÜBERSETZUNG - Nur zu Informationszwecken
Rechtlich verbindlich ist ausschließlich die englische Version des ASA

ADVANCED SUBSCRIPTION AGREEMENT (ASA)

Zwischen:
(1) SPARK HISTORIC CLUB LTD, Company Number 11269441, 67 St. Marks Road, London W11 1RE ("Gesellschaft")

(2) ("Investor")[Name][Adresse]

1. DEFINITIONEN

1.1 "Conversion Event" = Gesellschaft sammelt mind. £300.000 via Crowdfunding Kampagne.
1.2 "Conversion Price" = der niedrigere Preis von: a) Preis pro Anteil im Conversion Event minus 20% Discount ODER b) Preis berechnet auf Basis einer Pre-Money Bewertung von £1.000.000
1.3 "Investment" = Betrag £ [AMOUNT]. Minimum laut diesem Dokument £5.000.
1.4 "Shares" = Stammanteile à £0,01
1.5 "Founding Membership" = Lifetime Mitgliedschaft mit Benefits laut Anhang 1

2. ZEICHNUNG & ZAHLUNG

2.1 Investor zeichnet, Gesellschaft akzeptiert Investment mind. £5.000
2.2 Zahlung auf: Spark Historic Club Ltd.Account 82097842, Sort Code 40-09-02, HSBC Bank UK
IBAN: GB27 HBUK 4009 0282 0978 42, BIC: HBUKGB4102D

2.3 Nach Erhalt gewährt Gesellschaft Founding Membership ab Datum des Conversion Events.

3. WANDLUNG

3.1 Im Conversion Event wandelt sich Investment automatisch in Anteile zum Conversion Price.
3.2 Anteile sind gleichrangig (pari passu) mit Anteilen des Conversion Events.
3.3 Gesellschaft trägt Investor binnen 14 Tagen nach Event ins Companies House (Anteilsregister) ein.

4. RÜCKZAHLUNG

4.1 Wenn kein Conversion Event binnen 12 Monaten nach Vertragsdatum stattfindet, zahlt die Gesellschaft das Investment vollständig zurück. Keine Verzinsung.
Die Founding Membership entfällt dann.
4.2 Bei Verkauf der Gesellschaft vor Conversion Event kann der Investor wählen: a) Vollständige Rückzahlung oder b) Wandlung in Anteile unmittelbar vor Verkauf zum Conversion Price.

5. EIS
Die Gesellschaft wird die EIS Qualification beantragen, sodass UK Bürger EIS Relief beanspruchen können. (Nur relevant für UK Citizens)

6. MITTELVERWENDUNG
Betriebsmittel, Setup Kosten, Storage Deposits, Anwaltskosten.

7. ALLGEMEIN
Rechtsgrundlage: Recht von England und Wales. Dieses Subscription Agreement enthält sämtliche zwischen den Parteien getroffenen Vereinbarungen.

Schedule 1: Founding Membership Benefits
1. Lifetime Mitgliedschaft ab Conversion Date, Wert £10.000
2. Priority Booking aller Fahrzeuge
3. 10 Fahrtage pro Jahr inklusive
4. Einladung zu allen Club Events und Track Days
5. Founding Member Plakette an Club Wand