



# INVESTMENT AGREEMENT

HUMAN ECOLOGICAL BUSINESS HOLDING INTERNATIONAL INC.  
SIRIUS VISION LIMITED

MARIO EDUARD GIOVANELLI



**easylife**.community  
alternative buisness, finance & life

## Agreement on a Private Pre-IPO Investment

between

Company, Mrs., Mr. <sup>\*)</sup> \_\_\_\_\_

represented by <sup>\*)</sup> \_\_\_\_\_

with headquarters / domiciled \_\_\_\_\_

\_\_\_\_\_

Phone / E-Mail \_\_\_\_\_ / \_\_\_\_\_

[hereinafter briefly called investor]

and

**Human Ecological Business Holding International Inc.**

Incorporated by the N.Y.S. Department of State - Division of Corporations and State Records  
on August 8th, 2014,

FILE#:140808010174, DOS ID:4619150, EIN: 61-174 3669,  
registered office: 90 STATE ST STE 700, Office 40, Albany, NY 12207  
Email: contact@.....com;

**Sirius Vision Limited**

Established October 12, 2020 and registered at CRO Company Registration Office in Ireland,  
Registration number: 679399,

Address: COLIEMORE HOUSE, COLIEMORE ROAD, DALKEY, CO. DUBLIN, A96 A8D5,  
IRELAND

Email: contact@.....

respectively directly with the initiator, president, sole owner,  
as well as for this agreement solely responsible and liable

Mr. Mario Eduard Giovanelli,

domicile: ....., Austria, EU

Email: contact@.....com, Phone: +43 .....

[hereinafter briefly called offeror]

following agreement on a private pre-IPO investment will be concluded today:

<sup>\*)</sup> *Cross out or leave inapplicable blank*

## 1. Object of the agreement

### 1.1. Basics

The offeror has developed and already launched his own, independent blockchain with the name "GLOBAL UNCONDITIONAL BASIC INCOME" and his own, independent crypto currency based on it with the name "GLOBAL", trade code "XGB".

The cryptocurrency, "GLOBAL" was endowed with nine hundred billion (900,000,000,000) pre-mined<sup>1)</sup> coins. At the time of release, a coin is assigned of one gram of gold. Thus, the value of the entire cryptocurrency, "GLOBAL" converted to US dollars, is about fifty-five trillion US dollars (\$ 55,000,000,000,000).

The currently valid value of one gram of gold and thus a "GLOBAL" can be viewed at any time on KITCO: <https://www.kitco.com/> or GOLDPRICE: <https://goldprice.org/>.

The adjustment of the "GLOBAL" to the gold price was chosen because gold is the safest value in the world. This especially in case of global financial crash.

Nevertheless, the gold price also fluctuates slightly. Therefore, the ultimate value of our "GLOBAL" and thus of your UNCONDITIONAL BASIC INCOME in any desired national currency is always slightly different, but we protect all against a financial crash and against a drop in the gold price. Means: If the gold price falls five percent (5%) below the last maximum value, the "GLOBAL" is frozen at this value. If the gold price rises above the last maximum value, the "GLOBAL" automatically adjusts itself to the current gold value.

*1) "Pre-mined" refers to cryptocurrencies whose developers have decided to distribute a percentage or all of them among a certain group of people through a specified process within the protocol.*

The cryptocurrency, "GLOBAL", was created to pay all members ("Private Members", "Business Members" and "Business Premium Members") registered on a special web platform and the associated exchange platform a monthly "Unconditional Basic Income" of fifty (50) GLOBAL. This fifty (50) "GLOBAL" monthly unconditional basic income is the equivalent (as of the beginning of 2021) of about three thousand US dollars (\$ 3,000).

Membership and thus the distribution of the unconditional basic income of fifty (50) "GLOBAL" monthly for the equivalent of about three thousand US dollars (\$ 3,000) is completely free. Every person of legal age worldwide can register for free and enjoy the unconditional basic income for lifetime.

The main reasons to offer this unconditional basic income to all registered members are

- ° to ensure them a permanent income and thus the corresponding purchasing power, even in the event of unemployment and the loss of social backings;
- ° to offer companies an additional source of income and the chance to keep up or to increase their turnover;
- ° to protect all members from a global financial crash, and
- ° to support sustainable business, projects, products and services.

## 1.2. Understanding "GLOBAL"

Both the free receipt as well as the acceptance and any other form of handling the "GLOBAL" is based on a completely voluntary basis for all parties involved, in particular "Private Member", "Business Member" the offering person and/or company, its suppliers, partners and employees.

Terms, such as "money", "currency", "bank" or similar, which may from time to time appear in connections with the "GLOBAL" and the unconditional basic income on websites, in different documents, flyers, brochures, as well as in emails, newsletters and in particular in the marketing area (social media, videos, cartoons, etc.) have been and will only be used for better understanding.

The fact is: "GLOBAL", which is distributed to all people as an unconditional basic income, is solely to understand as a typical cryptocurrency (similar to Bitcoin, Ether, Litecoin, Ripple, etc.) and in particular as an additional, human medium of exchange for the purpose of improving the purchasing power and quality of life of consumers and the increase in sales for companies.

Besides: "GLOBAL" does also not correspond to any other simple cryptocurrency for crowdfunding (ICO / ITO), speculative purposes or similar purposes.

## 1.3. Owner, company, websites

### Owner

The offeror, initiator and contractual partner of this agreement, listed on page two (2), Mario Eduard Giovanelli, is the sole owner of all developments (software: blockchain, cryptocurrency, web and exchange platform), all associated graphics, images, videos and cartoons, the currently operating US holding company, its subsidiary in Ireland, as well as of course the full number (sum) of "GLOBAL" for the equivalent value about of fifty-five trillion US dollars (\$ 55,000,000,000,000).

He is also the owner of a complete online casino software package (was already in full online operation), a 3D shopping software (online 3D shop) and in particular an online brain game he invented [with twenty-four (24) million possible solutions, continuously expandable and to made available as the "Billion Dollar Brain Game"]. After the official release of the "GLOBAL", each of these separate software packages will be integrated step by step into the overall offer (the casino software at least partially).

Any previous investment for the purpose of developing the blockchain, the cryptocurrency, the web platforms and the associated content, as well as the development of the other software packages listed above, the fees for developers, external consultants, servers and externally purchased programs were made exclusively by the offeror, e.g. initiator, Mario Eduard Giovanelli. Up to the point in time at which this private pre-IPO investment was offered in August 2020, there were no third-party investors.

## Companies

The US holding listed on page two (2), "Human Ecological Business Holding International Inc." (short and hereinafter briefly called: HEBHI) in the state of New York, USA is – at the time being – the holding company, while the IRELAND company, also listed on page two (2) is the operating company through which the entire offer is managed. The offeror, initiator, Mario Eduard Giovanelli, provides either this companies with the programs he owns, as well as the cryptocurrency "GLOBAL" either partially (step by step - as required) or brings them all into the company at once.

As described in detail below under paragraph "1.6. Capitalization", in the course of the planned reverse merger<sup>2)</sup> (*explanation follows later in paragraph "1.6. Capitalization on page 7*), a completely different company with a different name and headquarters may ultimately take over the operational business.

Therefore, in the following paragraphs of this agreement, the ultimate operating company is always referred to as the "reporting company" (company reporting on the stock exchange, ultimately providing the shares).

For the signed investor, this does not change the least bit in connection with the investment and the agreed return. Whatever the name of the final shares issuing, ultimately operative company will be and wherever the company headquarters will be located, is, as described in detail below, not relevant for the investor. Whichever company ultimately comes into play, all agreements, contracts, terms and conditions, etc. will be integrated to one hundred percent as they were at the time this agreement was signed.

## Websites

The following two for the – at the time being - bilingual (English and German – later on other languages will be implemented/offered) web portals are generally available for the complete public offering:

- ° the community, the multi-vendor shop and all other offers, in particular any useful information, are accessible via the web portal called "Easy Life Community & Blockchain Network" (short and hereinafter briefly called: ELC), main URL: <https://easylife.community>

and

- ° the exchange platform that manages the member accounts and makes them accessible, offers exchange options for the fiat/national and cryptocurrencies accepted by HEBHI (later the "reporting company"), as well as all transactions. URL: <https://global.easylife.community>.

#### 1.4. Understanding “Easy Life Community & Blockchain Network” (ELC)

"Easy Life Community & Blockchain Network" (ELC) represents the world's first and only all-in-one community where all users (members) automatically participate in the advertising revenue, receive purchase refunds of up to 80% (in ideal case even 100%), usage rights of shares and more for free. The way to success only needs a simple registration and the invitation of friends as with any other community or similar platform also.

"Easy Life Community & Blockchain Network" (ELC) is a perfect combination of all functions and benefits of well-known social platforms, online mail order companies, blockchains, cryptocurrencies and more.

The key difference: at ELC, members will not only receive a monthly unconditional basic income, they are for the first time fully automatically involved in the financial success of the platform and they become real, co-determining partners as it in fact should be in a fair and reliable social community worth being labeled as such!. All for free, for life and without any additional work and time exposure.

#### 1.5. Current value & expectations of sales and success

The multi-participation, which is offered for the first time and is unique in the world, automatically takes effect for all members by the simple one-time and free registration and membership (as with other communities also) will guarantee an extremely high intake of users of existing social networks (communities) and customers of existing online shops.

The main Unique Selling Proposition (USP) of ELC – beside the fact of the unconditional basic income - is that in the future, hardly anyone will use or join presently known social media (communities) as soon as he learns that he has the same features at ELC, but will participate in the advertising sales and no one will shop at the well-known online and local shops anymore, as soon as he learns that he can get back up to 80% (in ideal case even 100%) of the purchase price at ELC.

The current value of current assets - excluding the value of the "GLOBAL" - is calculated in a roughly 60-page, comprehensive, extremely carefully and seriously calculated business plan at \$ 45.25 (forty-five point twenty-five) million US dollars. With the official release of the "GLOBAL" and the beginning of the acceptance of the "GLOBAL", particularly in trade and as a medium of exchange, these assets will be in the order of fifty-five (55) trillion US dollars.

The success or calculated annual turnover in the business plan mentioned above, in each case only 50% (fifty percent) assumed for comparable companies, is already around 4.5 (four point five) billion US dollars in the first financial year, around 14 (fourteen) billion US dollars in the second financial year and \$ 22 (twenty-two) billion US dollars in the third fiscal year.

The latter information applies in particular to investors who are interested in the long term, i.e. those who want to retain the transferred shares in whole or in part for further, higher expected profits.

As explicitly pointed out in paragraph “2.1. Risks & Opportunities”, standard economic successes do not play a role in the profits presented in this agreement and are only of importance for long-term interested investors.

## 1.6. Capitalization

In order to further advance HEBHI and SIRIUS, respectively the later “reporting company” in accordance with the detailed business plan, means to improve and expand the online platform, to set up the head office (USA) and language-related offices (initially in India and Germany) and to employ suitable employees, as well as in particular, to conduct an extensive international marketing campaign, the offeror, initiator, owner and managing director of HEBHI (later the “reporting company”) has decided to perform a “Reverse Merger” in the USA.

*2) In a “reverse merger” (also called “reverse takeover”, “reverse IPO” or “back door listing”) a listed stock corporation that has given up its operating business is taken over by an unlisted - mostly smaller - company Immediately means going public without lengthy preparations.*

Since innumerable listed public shells can be obtained in the US at any time, it will not only be easy to find and acquire the right company shell, but also to adapt the name of this company, to increase the share capital and to start official stock trading (anew) can be handled within shortest periods.

### Handling of the “reverse merger”

The “reverse merger” will be carried out by the acquisition of an existing, already at a stock exchange officially listed and traded company (public shell = “reporting company”) with already authorized common and preference shares, of course all with professional assistance from US partners (security law firms, often involved in IPOs, especially law firms with many years of experience in the stock exchange and stock trading).

In the course of the takeover of this “reporting company”, the number of current shares will be increased to a minimum of 250 billion (250,000,000,000), more like 500 billion (500,000,000,000) or even higher. The planned issue price of the common shares at that time will be set to \$1 (one US dollar) per share.

A corresponding takeover and settlement agreement, including all necessary steps for the exchange, as well as the presentation and mediation to broker dealers, investment banks and funds (contacts available) will follow. Usually only about a few weeks after the takeover of the “reporting company”, the changes will already be listed on the stock exchange and about another ninety days thereafter all quotation activities will be completed and the official international trade starts.

For acquiring the “reporting company”, carrying out all the necessary steps for the stock exchange, and also for the rapid implementation of all further expansion steps (as already mentioned in paragraph “1.6. Capitalization”), the offeror, initiator, owner and managing director of HEBHI (later “reporting company”) requires additional capital.

The purpose of the investment stipulated in this agreement is this pre-market capitalization.

## 2. Investment

### 2.1. Risks & Opportunities

#### Risks

Although pre-IPO investments are usually venture capital investments and therefore also involve a risk of loss, the risk of the investment presented here can be assumed to be extremely low, actually not logically assumed.

The exceptionally high security of this investment is based on the following two factors:

- complete independence from all the usual characteristics of business success (e.g. sales, profits, etc.).

In order to be able to guarantee the agreed profit, all that is required is the successful "reverse merger", the increase of the share capital and the corresponding entries on the stock exchange

and

- our 100% profit guarantee: because if the market value of the originally guaranteed shares should - for whatever reasons - at the time of the final delivery of the shares be below the agreed double value of the investment, the offeror will automatically top up the number of shares to be transferred to exactly the double value of the investment.

The only remaining - but completely unrealistic - risks would be the fact that it would not be possible to acquire a suitable listed public shell, which seems impossible with the high supply, or - likewise inconceivable - the US stock exchange legislation would within the next months be changed in a way that "reverse mergers" would no longer be possible.

#### Opportunities

The following factors are the advantages of this investment:

- the offered double profit, means the offeror will refund twice the amount of the investment in form of shares;
- the offered amount of the investment in the own exchange medium "GLOBAL" of HEBHI [example: if one invest \$ 1,000,000 (one million US dollars) he will get "GLOBAL", worth \$ 1,000,000 (one million US dollars)];
- the short term of maximum only 12 (twelve) months in total, because it only takes a maximum of 12 months between the first possible investment date and the completed "reverse merger", thus the transfer of the publicly tradeable shares;
- the complete independence from the usual markers of business success (as already mentioned before at risks),

and

- the guaranteed 100% discretion.



## 2.2. Amount of investment

On the date of signing this agreement, the investor/s decide/s, to invest the one - off amount of

\$ \_\_\_\_\_

(in words: \_\_\_\_\_)

and to transfer this amount to the specified bank account within a maximum of twenty (20) banking days.

## 2.3. Profit in fiat currency, respectively stocks

The investor receives stock in the double amount of his investment (as filled in at paragraph "2.2. Amount of investment" above), worth

\$ \_\_\_\_\_  
(fill in the double amount of the investment above)

(in words: \_\_\_\_\_).

The shares of this US company can be sold anywhere stocks are traded. If this seems too complicated for an investor, the "Reporting Company" or Mr. Mario Eduard Giovanelli will take care of this upon request (a simple email message is sufficient for notification) and transfer the profit in cash to the investor's bank account.

## 2.4. Profit in GLOBAL

The investor receives the same amount invested (as filled in at paragraph "2.2. Amount of investment" above) in "GLOBAL".

## 2.5. Business Premium Membership

Additionally, to the guaranteed profits listed above (" 2.3. Profit in fiat currency, respectively stocks" and "2.4. Profit in GLOBAL") the investor will automatically and without any costs, means for free for lifetime receive all rights of a Business Premium Member, as explained on the portal site and the general terms and conditions of HEBHI / ELC.

## 2.6. Transfer of the "GLOBAL"

The investor receives the "GLOBAL" contractually guaranteed for his investment (as previously filled out under paragraph "2.4. Profit in" GLOBAL ") immediately after the investment.

The amount of "GLOBAL" will be transferred on his member account at the exchange site. This naturally requires the proper registration of the investor on one of our portals (ELC or Exchange).

## 2.7. Transfer of the stocks

Immediately after the contractually and legally concluded "reverse merger" (the acquisition, naming and share capital increase of the listed US company shell and all final approvals from the stock exchange, means the (re)start of official trading of the stocks) the investor receives the stocks of this "reporting company" issued and handed over. Until then, this agreement is the official participation and investment agreement.

## 2.8. Right of First Refusal

In the case of the intention to sell the transferred shares in whole or in part, the investor is irrevocably requested without any subsequent objection to offer the shares intended for sale to the offeror for purchase at the current official trading value.

**This right of first refusal of the offeror remains indefinitely and permanently even after the official termination of this agreement.**

Only in case the offeror does not make use of this offer within sixty (60) banking days, the investor is free to sell the shares intended for sale in any place and to anyone.

## 2.9. Duration of the Investment

A maximum standard term of this agreement of twelve (12) months applies.

However, the maximum standard term also means that the term of the investment can be shortened by a certain time (see also paragraph "2.11. End of the agreement"), but can also be delayed by up to a further six (6) months (see also paragraph " 2.9.1. Possible and Accepted Delays").

### 2.9.1. Possible and Accepted Delays

However, both parties agree that the periods set out in the preceding paragraphs, those relating to the listing of the "reporting company" on the stock exchange, the official start of the share trading and the final transfer of the shares may delay by further six (6) months concerning the dates indicated above.

Any delays, or deferrals within this “six-month period” notified to the investor by the “offeror” in time of at least five (5) days prior to the occurrence shall not constitute grounds for termination of this agreement and / or a lawsuit.

#### 2.10. Termination of the Agreement

In principle, within the time frames specified in the preceding paragraphs, including possible time delays as described in paragraph “2.9.1. Possible and Accepted Delays” no termination of the agreement is provided and possible by either agreement parties.

If, however, deadline delays occur, which are longer than agreed in paragraph “2.9.1. Possible and Accepted Delays” the investor has, even though the offeror has notified him about longer delays, the right to terminate this agreement without prior notice.

In the event of a termination of this agreement by the investor based on a delay exceeding the "six-month period", the investor shall have the right to reclaim the invested capital, including bank interest valid at that time, with immediate effect.

#### 2.11. End of the Agreement

This agreement is - **with the exception of the unlimited right of first refusal of the offeror as described in paragraph “2.8.2. Right of First Refusal”** - in principle automatically terminated for both parties to the agreement as soon as the investor has received his shares.

#### 2.12. Validity / legal force, automatic expiry of the agreement

The full validity of this agreement, or the actual attainment of the full legal force of this agreement, is only possible together with the written evidence of the actual transfer of the agreed investment amount (copy of the transfer) by the investor and the receipt of the investment on the account provided by the offeror (copy of the payment receipt).

The sole signing of this agreement by both parties without traceable bank documents does not become legally binding.

If the offeror does not record the agreed investment amount on the notified bank account within twenty (20) banking days after the investor has signed this agreement, the offeror is no longer bound by this agreement and this agreement expires automatically and loses its full validity.

#### 2.13. Severability Cause

Should one or more of the agreed provisions be or become legally invalid, this does not result in the invalidity and / or dissolution of this agreement. Rather, in such a

case, the parties to the agreement shall be obliged to replace any legally ineffective provisions with legal effect or to continue this agreement at least in the sense of ordinary merchants.

2.14. Applicable Law and Place of Jurisdiction

Due to the fact of the registered office of HEBHI - Human Ecological Business Holding International Inc. at the time of signing this agreement, US law, in particular the law of the State of New York, is agreed.

The competent place of jurisdiction is Albany, New York, USA.

Read, understood and signed

\_\_\_\_\_, \_\_\_\_\_  
City Date

\_\_\_\_\_  
The Investor

\_\_\_\_\_  
The Offeror