

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 8, 2023**

micromobility.com Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39136
(Commission File Number)

84-3015108
(I.R.S. Employer
Identification No.)

500 Broome Street, New York, NY 10013
(Address of Principal Executive Offices, and Zip Code)

(917) 675-7157
Registrant's Telephone Number, Including Area Code

(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.00001 par value	MCOM	The Nasdaq Stock Market LLC
Redeemable warrants, each warrant exercisable for one share of Class A Common Stock	MCOMW	The Nasdaq Stock Market LLC

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry Into a Material Definitive Agreement

Loan Assignment and Release Agreement

On December 8, 2023, micromobility.com Inc. (the “Company”) entered into an Assignment and Release Agreement (the “Assignment Agreement”) by and among Securis Investment Partners, LLP (“Assignor”), YA II PN, Ltd. (the “Assignee”), and the Company. Pursuant to that Assignment Agreement, in exchange for the settlement amount set forth therein, the Assignor assigned and conveyed the aggregate principal amount outstanding (the “Principal”) under a loan agreement the Company entered into with the Assignor on March 23, 2021, to the Assignee.

The foregoing description of the Assignment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Assignment Agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 hereto and is hereby incorporated herein by reference.

Loan Amendment Agreement

On December 8, 2023, as inducement of- and condition to-the Assignment Agreement, the Company entered into a Loan Amendment Agreement (the “Loan Amendment”) by and between the Company and Assignee. Pursuant to that Loan Amendment, we consented to the assignment of the Principal to the Assignee and to make monthly payments against a new principal amount outstanding as of the date of the Loan Amendment (the “New Principal”), subject to interest due to the Assignee in accordance with the repayment schedule therein. Under the Loan Agreement, we also agreed to grant the Assignee conversion rights subject to the outstanding balance of the New Principal subject to a conversion price of \$1.25 per share of common stock of the Company (the “Conversion Price”). As a result, the Assignee may convert the New Principal in its sole discretion at any time on or prior to maturity at the Conversion Price. We may not convert any portion of the New Principal if such conversion would result in the Assignee beneficially owning more than 4.99% of our then issued common stock, provided that such limitation may be waived by the Assignee with 65 days’ notice.

The foregoing description of the Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Loan Agreement, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.2 hereto and is hereby incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On December 11, 2023, the Company issued a press release relating to its entry into the Assignment Agreement. The press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1 hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under that section, nor shall it be deemed to be incorporated by reference in any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as otherwise expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
10.1	Loan Assignment and Release Agreement, dated December 8, 2023, between YA II PN, Ltd., Securis Investment Partners, LLP, and the Company
10.2	Loan Amendment Agreement, dated December 8, 2023, between YA II PN, Ltd. and the Company
99.1*	Press Release of the Company dated as of December 11, 2023
104	Cover page of this Current Report on Form 8-K formatted in Inline XBRL

* Furnished herewith

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: December 11, 2023

micromobility.com Inc.

By: /s/ Salvatore Palella

Name: Salvatore Palella

Title: Chief Executive Officer

ASSIGNMENT AND RELEASE AGREEMENT

THIS ASSIGNMENT AND RELEASE AGREEMENT (this “Agreement”) is entered into on December 8, 2023 by and among micromobility.com Inc. (f/k/a Helbiz Inc.), a Delaware corporation (the “Borrower”), the financial institutions or entities parties hereto (the “Lenders”), Securis Investment Partners, LLP, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), and YA II PN, Ltd., (the “Assignee”).

RECITALS:

WHEREAS, the Borrower, the Administrative Agent and the Lenders have entered into that certain Loan and Security Agreement, dated as of March 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which the Administrative Agent and the Lenders agreed to make certain loans and other financial accommodations to the Borrower:

WHEREAS, the Borrower, the Administrative Agent and the Lenders have entered into that certain settlement agreement, dated November 27, 2023 (the “Settlement Agreement”) which provided for the Borrower to pay to the Administrative Agent for distribution to the Lenders consideration in an aggregate amount of \$3,595,000 (the “Settlement Amount”) on or before December 8, 2023, for the purposes of settling all outstanding Obligations of the Borrower, pursuant to the terms and conditions, and such other agreements as set forth therein:

WHEREAS, the Administrative Agent and the Lenders are the legal and equitable owner and holder on the Term Loans under the Loan Agreement; the aggregate principal amount outstanding under the Loan Agreement as of the date hereof is \$15,000,000 and the current maturity date is December 8, 2023;

WHEREAS, Assignee has offer to purchase and the Administrative Agent and the Lenders have agreed to assign to Assignee, all of the rights, title and interests of the Administrative Agent and the Lenders in, to and under the Loan Agreement and all other documents that evidence or secure the obligations under the Loan Agreement (collectively, the “Loan Documents”) in exchange for the payment from the Assignor of the Settlement Amount, subject to the terms and conditions contained herein; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto agree as follows:

1. Assignment. Subject to the terms of this Agreement, in exchange for payment of the Settlement Amount as set forth in Section 2 below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby agrees to absolutely, irrevocably and unconditionally purchase and assume from the Administrative Agent and the Lenders, and the Administrative Agent and the Lenders agree to absolutely, irrevocably and unconditionally sell, assign, convey, and endorse to the Assignee, all of the rights, title and interests and all of the obligations of the Administrative Agent and the Lenders, in their capacities as Administrative Agent and Lenders, as applicable, in, to and under the Loan Documents (collectively, the “Assigned Interests”), without recourse to the Administrative Agent or any Lender, and, except as expressly provided herein, without representation or warranty of any kind, express or implied, by the Administrative Agent or any Lender. None of the Administrative Agent nor any Lender assumes any responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Documents, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

2. Purchase Price. The Assignee shall pay to the Administrative Agent for distribution to the Lenders, the Settlement Amount in cash in immediately available funds, by wire transfer to the accounts detailed in Schedule A.
3. Closing. The Administrative Agent and the Lenders and Assignee shall consummate the purchase and sale of the Loan Documents (the “Closing”) on the date of execution of this Agreement (the “Closing Date”), but in any event not later than December 8, 2023 (unless otherwise agreed by the Administrative Agent and the Lenders), upon (a) execution and delivery of this Agreement and any such documents and instruments as may be legally necessary or otherwise reasonably required to effect the transfer of the Assigned Interests and (b) payment of the Settlement Amount as set forth in Section 2 of this Agreement.
4. Further Assurances. Effective upon the Closing, at Assignee’s sole cost and expense:
- a) the Administrative Agent agrees to take such further commercially reasonable action and to execute and deliver, or cause to be executed and delivered, any and all other documents which are, in the reasonable opinion of the Assignee’s counsel, necessary or desirable to effect the transfer of the Assigned Interests to Assignee;
 - b) the Borrower, the Administrative Agent and the Lenders authorize the Assignee to file at any time financing statements, continuation statements and amendments thereto with all appropriate jurisdictions to effect the transfer of the Assigned Interests to Assignee, including filings with the United States Patent and Trademark Office, the United States Copyright Office and any applicable governmental or other authority in any other jurisdiction;
 - c) the Borrower, the Administrative Agent and the Lenders agree that the Settlement Agreement shall automatically terminate and no longer have any force or effect, including, without limitation, the termination of the Loan Documents contemplated by Section 3.2 therein. The parties intend for this Agreement to supersede and replace the Settlement Agreement in its entirety;
 - d) the Administrative Agent and the Lenders agree to deliver to Assignee copies of any loan documents relating to the Loan Documents that the Administrative Agent and the Lenders have in its possession;
 - e) the Administrative Agent and the Lenders agree to execute and deliver such documents as might reasonably be requested by Assignee to fully effectuate the transfer of the Assigned Interests; and
 - f) the Administrative Agent shall resign as the administrative agent under the Loan Documents and the Assignee shall be appointed as the new administrative agent, in each case, automatically upon Closing without further act by any Person. .
5. Representations and Warranties of the Assignee. Assignee hereby represents, warrants and covenants to the Administrative Agent and the Lenders that each of the following is true and accurate as of the date hereof, which representations, warranties and covenants shall survive the execution and delivery of this Agreement.
- a) Organization: Authority. The Assignee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignee of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignee. This Agreement, when executed and delivered by the Assignee, will constitute a valid and legally binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors’ rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

b) Investment Experience: Access to Information. The Assignee (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the purchase of the Loan Documents, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Loan Documents, and (d) has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and to purchase the Assigned Interests.

c) General Solicitation. The Assignee is not accepting such Assignment as a result of any advertisement, article, notice or other communication regarding the Loan Documents published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

6. Representations and Warranties of the Administrative Agent and the Lenders. The Administrative Agent and each of the Lenders, for itself alone hereby represents, warrants and covenants to the Assignee that each of the following is true and accurate as of the date hereof, which representations, warranties and covenants shall survive the execution and delivery of this Agreement.

a) Ownership. The Administrative Agent and each of the Lenders is the sole legal and beneficial owner of the Assigned Interests and has not assigned or otherwise transferred to any third party any rights with respect to its interest in the Assigned Interests or any rights to its interest in the collateral securing the Term Loans and has not released any collateral securing the Term Loans or modified or terminated its security interest in such collateral. The Loan Documents attached as ***Exhibit "A"*** to this Agreement are true, correct and complete copies of such documents. The Loan Agreement has not been amended, revised, modified or changed in any manner from the form attached as Exhibit "A" hereto.

b) Capacity. The Administrative Agent and each of the Lenders has all right, power, legal capacity and authority to execute and deliver this Agreement and to perform hereunder and under each other agreement that such Party may execute and deliver in connection herewith.

c) Binding Effect of Documents. This Agreement, when executed and delivered by the Administrative Agent and each of the Lenders, will constitute a valid and legally binding obligation of the Administrative Agent and each of the Lenders, enforceable against the Administrative Agent and each of the Lenders in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

7. Representations and Warranties of the Borrower. Borrower hereby represents, warrants and covenants as follows:

a) Representations in the Loan Agreement and the Other Loan Documents. Each of the representations and warranties made by or on behalf of the Borrower to the Administrative Agent or any Lender in the Loan Agreement or any of the other Loan Documents is true and correct in all material respects (except to the extent such representations and warranties are qualified by materiality or a Material Adverse Effect standard in which case such representations and warranties are true and correct in all respects) on and as of the date of this Agreement, except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct (in compliance with the foregoing standard) as of such earlier date, with the same full force and effect as if each of such representations and warranties had been made by the Borrower on the date hereof and in this Agreement. All of the information contained in the schedules attached to the Loan Agreement remains true and correct, as the same may have been amended, updated, supplemented or otherwise modified from time to time. No amendments, modifications or other changes have been made to the Borrower's organizational documents since the Closing Date.

b) Binding Effect of Documents. This Agreement, when executed and delivered by the Borrower, will constitute a valid and legally binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

c) No Conflict. The execution, delivery and performance of this Agreement by the Borrower will not violate any requirement of law or contractual obligation of the Borrower and will not result in, or require, the creation or imposition of any Lien on any of its respective properties or revenues.

d) Principal Balance. The aggregate principal amount outstanding under the Loan Agreement as of the date hereof is \$15,000,000.

8. Loan Document Releases.

a) Each of the Borrower, the Administrative Agent, and each Lender, on behalf of itself and its successors and assigns, and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (collectively, the "Releasing Parties" and individually, a "Releasing Party"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each other Releasing Party, and each of their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, investment managers, attorneys, employees, agents, legal representatives and other representatives (collectively, the "Releasees" and individually, a "Releasee"), of and from any and all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, defenses, rights of set off, demands and liabilities whatsoever (individually, a "Claim" and collectively, the "Claims") of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which any Releasing Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with this Agreement, the Loan Agreement, any of the other Loan Documents or any of the transactions hereunder or thereunder, except that the foregoing shall not release, waive or discharge the right to enforce this Agreement ("Excluded Claims").

b) The Releasing Parties hereby represent to the Releasees that they have not assigned or transferred any interest in any Claims against any Releasee prior to the date hereof.

c) Notwithstanding any provision of law, statutory or otherwise, that provides that a general release does not extend to Claims which a party does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its agreement to settle, the releases set forth in this Section 8 shall apply, in accordance with its terms, to Claims whether known or unknown, contingent or absolute, suspected or unsuspected, accrued or unaccrued, disclosed or undisclosed. Each Releasing Party understands and acknowledges the significance and consequences of the release set forth in this Section 8 and hereby assumes full responsibility for any injuries, damages or losses that it may incur.

d) Each Releasing Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense to any Claim and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

e) Each Releasing Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted, or which may hereafter be discovered will affect in any manner the final, absolute and unconditional nature of the release set forth above.

f) Covenant Not to Sue. Each Releasing Party hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim (other than Excluded Claims) released, remised and discharged by any Releasing Party pursuant to Section 8 of this Agreement. If any Releasing Party violates the foregoing covenant, such Releasing Party, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all reasonable and documented attorneys' fees and costs incurred by any Releasee as a result of such violation.

9. Assignment Releases.

a) Each of the Assignee, the Administrative Agent, and each Lender, on behalf of itself and its successors and assigns, and its present and former members, managers, shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents, legal representatives and other representatives (collectively, the “Assignment Releasing Parties” and individually, an “Assignment Releasing Party”), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each other Assignment Releasing Party, and each of their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, investment managers, attorneys, employees, agents, legal representatives and other representatives (collectively, the “Assignment Releasees” and individually, an “Assignment Releasee”), of and from any and all demands, actions, causes of action, suits, damages and any and all other claims, counterclaims, defenses, rights of set off, demands and liabilities whatsoever (individually, an “Assignment Claim” and collectively, the “Assignment Claims”) of every kind and nature, known or unknown, suspected or unsuspected, at law or in equity, which any Assignment Releasing Party or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Assignment Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with this Agreement, the Loan Agreement, any of the other Loan Documents or any of the transactions hereunder or thereunder, except that the foregoing shall not release, waive or discharge the right to enforce this Agreement (“Assignment Excluded Claims”).

b) The Assignment Releasing Parties hereby represent to the Assignment Releasees that they have not assigned or transferred any interest in any Assignment Claims against any Assignment Releasee prior to the date hereof.

c) Notwithstanding any provision of law, statutory or otherwise, that provides that a general release does not extend to Assignment Claims which a party does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its agreement to settle, the releases set forth in this Section 9 shall apply, in accordance with its terms, to Assignment Claims whether known or unknown, contingent or absolute, suspected or unsuspected, accrued or unaccrued, disclosed or undisclosed. Each Assignment Releasing Party understands and acknowledges the significance and consequences of the release set forth in this Section 9 and hereby assumes full responsibility for any injuries, damages or losses that it may incur.

d) Each Assignment Releasing Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense to any Assignment Claim and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

e) Each Assignment Releasing Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted, or which may hereafter be discovered will affect in any manner the final, absolute and unconditional nature of the release set forth above.

f) Covenant Not to Sue. Each Assignment Releasing Party hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Assignment Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Assignment Releasee on the basis of any Assignment Claim (other than Assignment Excluded Claims) released, remised and discharged by any Assignment Releasing Party pursuant to Section 9 of this Agreement. If any Assignment Releasing Party violates the foregoing covenant, such Assignment Releasing Party, agrees to pay, in addition to such other damages as any Assignment Releasee may sustain as a result of such violation, all reasonable and documented attorneys’ fees and costs incurred by any Assignment Releasee as a result of such violation.

10. Governing Law: Submissions to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN THE STATE OR FEDERAL COURTS OF NEW YORK, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

11. Amendments. No provision hereof may be waived or modified other than by an instrument in writing signed by the party against whom enforcement is sought.

12. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

13. Counterparts. This Agreement may be executed and delivered via facsimile or other electronic transmission (including .pdf format) with the same force and effect as if an original were executed and may be executed in any number of counterparts, but all of such counterparts will together constitute but one and the same agreement. No party hereto or to any such other Loan Document shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

BORROWER:

MICROMOBILITY.COM INC.

By: */s/ Salvatore Palella*
Name: Salvatore Palella
Title: CEO/Founder

LENDERS:

SECURIS INVESTMENT PARTNERS LLP IN ITS CAPACITY AS INVESTMENT MANAGER FOR AND ON BEHALF OF SECURIS II FUND – SPC, for and on behalf of SEGREGATED PORTFOLIO ELEVEN 1 ST – ILS, as a Lender By: <u>/s/ Herbie Lloyd</u> Name: <u>Herbie Lloyd</u> Title: <u>CIO</u>
SECURIS INVESTMENT PARTNERS LLP IN ITS CAPACITY AS INVESTMENT MANAGER FOR AND ON BEHALF OF SECURIS II FUND – SPC, for and on behalf of SEGREGATED PORTFOLIO EIGHT – NON-LIFE AND LIFE, as a Lender By: <u>/s/ Herbie Lloyd</u> Name: <u>Herbie Lloyd</u> Title: <u>CIO</u>
SECURIS INVESTMENT PARTNERS LLP IN ITS CAPACITY AS INVESTMENT MANAGER FOR AND ON BEHALF OF SECURIS II FUND – SPC, for and on behalf of SEGREGATED PORTFOLIO SIX – TCCC, as a Lender By: <u>/s/ Herbie Lloyd</u> Name: <u>Herbie Lloyd</u> Title: <u>CIO</u>

SECURIS INVESTMENT PARTNERS LLP IN ITS CAPACITY AS INVESTMENT MANAGER FOR AND ON BEHALF OF SECURIS I MASTER FUND, as a Lender By: <u>/s/ Herbie Lloyd</u> Name: <u>Herbie Lloyd</u> Title: <u>CIO</u>

ADMINISTRATIVE AGENT:

SECURIS INVESTMENT PARTNERS LLP

By: /s/ Johnathan Ford
Name: Johnathan Ford
Title: General Counsel

ASSIGNEE:

YA II PN, LTD.	
By: Yorkville Advisors Global, LP	
Its: Investment Manager	
By:	Yorkville Advisors Global II, LLC
Its:	General Partner
By:	<u>/s/ Matthew Beckman</u>
Name:	<u>Matthew Beckman</u>
Title:	<u>Member</u>

SCHEDULE A
[attached]

AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into on December 8, 2023 by and between **YA II PN, LTD.**, a Cayman Islands exempted company (“Assignee”), and micromobility.com Inc. (f/k/a Helbiz Inc.), a Delaware corporation the (“Company”).

Recitals

WHEREAS, the Company has entered into a Settlement and Release Agreement, dated as of November 27, 2023, by and among the financial institutions or entities parties thereto (the “Lenders”) and Securis Investment Partners, LLP, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) for the purposes of settling (the “Settlement”) all outstanding obligations owed by the Company under that certain Loan and Security Agreement, dated as of March 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) for consideration in an aggregate amount of \$3,595,000 (the “Settlement Amount”);

WHEREAS, to assist the Company’s liquidity and cash position, and to facilitate the amending and restructuring of the Loan Agreement, the Assignee has agreed to acquire from the Administrative Agent and the Lenders all of the Administrative Agent’s and the Lenders’ right, title and interest in and to the Loan Agreement and all other documents that evidence or secure the obligations under the Loan Agreement (collectively, the “Loan Documents”) in exchange for the payment from the Assignee of the Settlement Amount to the Lenders, subject to the terms and conditions contained in that certain Assignment and Release of even date herewith (the “Assignment Agreement”);

WHEREAS, this Agreement is a material inducement of, and condition to, the Assignee’s willingness to enter into the Assignment Agreement; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company hereby represents, warrants and covenants to Assignee that each of the following is true, correct and complete in all respects:
 - Immediately prior to the date hereof, the aggregate principal amount outstanding under the Loan Agreement is \$15,000,000.
 - The Company received the net proceeds from the closing of the Term Loan made under and in accordance with provisions of the Loan Agreement on March __, 2021.
 - True, correct and complete copies of the (a) Loan Agreement, (b) all other Loan Documents, and (c) the resolutions of the Company’s Board of Directors (the “Resolutions”) approving the Loan Documents and related matters are attached hereto as **Composite Exhibit “A.”** Each of the Loan Agreement, other Loan Documents, and the Resolutions set forth on **Composite Exhibit “A”** is currently in effect and none of them has been amended, supplemented, modified or changed in any respect from the versions set forth on **Composite Exhibit “A.”**
 - Attached hereto as **Exhibit “B”** is a true and correct bank statement evidencing the Company’s receipt of the net proceeds of the Term Loan made by the Lenders pursuant to the Loan Agreement.

- The Company has no defenses, setoffs or offsets to the enforcement by the Administrative Agent or the Lenders of any of its rights under the Loan Agreement and the Loan Documents being acquired by the Assignee pursuant to the Assignment Agreement, it being understood and agreed that the Company has released any such defenses, setoffs or offsets in connection with the Assignment Agreement. The Company hereby waives any defenses, setoffs or offsets that it had or may have against Assignee enforcing its rights under the Loan Agreement and the Loan Documents. The Company hereby releases Assignee and agrees to hold Assignee harmless from and against the enforcement of any rights Assignee acquired under the Loan Agreement and the Loan Documents and the Company shall not assert any defenses, setoffs, or offsets against Assignee enforcing or seeking to enforce any rights it acquired under the Loan Agreement and the Loan Documents.
 - The Administrative Agent and the Lender are not and have not been an “affiliate” of the Company for the 90 days immediately preceding the date hereof. During such 90-day period, none of the Administrative Agent or the Lender nor any officer, director, shareholder, or affiliate of the same has been an officer, director, or shareholder of 10% or more of the shares of the Company’s common stock. For purposes hereof, the term “affiliate” shall have the meaning ascribed under Rule 144.
2. The Company hereby reaffirms its obligations under the Loan Documents to Assignee, and hereby consents to the assignment of the Loan Documents to the Assignee pursuant to the Assignment Agreement. The Company acknowledges and agrees that in accordance with Section 13.2.3, the Assignee is a party to the Loan Agreement and possesses any and all rights of the Lenders under the Loan Agreement.
3. Principal and Interest Balance under the Loan Agreement. The parties agree that upon acquisition of the Loan Agreement by the Assignee, \$9,250,000 of the aggregate principal amount outstanding shall be forgiven, and all accrued and unpaid interest as of the date hereof shall be forgiven. After giving effect to the foregoing, the aggregate principal amount outstanding under the Loan Agreement shall be \$5,750,000. Interest shall accrue on the outstanding principal amount in accordance with Section 2.5 of the Loan Agreement from the date hereof. The Company shall make monthly repayments of principal and interest outstanding under the Loan Agreement in accordance with the Repayment Schedule attached hereto as Schedule A. The Assignee shall have the right to offset any amounts due and owing to the Company, including, without limitation, pursuant to the Standby Equity Purchase Agreement dated March 8, 2023 (the “SEPA”), against the payment of Obligations in its sole discretion.
4. Administrative Agent. Effective immediately upon the execution of this Agreement, Securis Investment Partners, LLP is hereby removed from its role as the administrative agent under the Loan Agreement. All responsibilities and functions previously held by Securis Investment Partners, LLP as the administrative agent will be transferred to the Assignee. Further, all references to “Administrative Agent” in the Loan Agreement shall hereinafter refer to the Assignee. The Company expressly acknowledges and agrees that the Assignee is the sole “Lender” holding Term Loans, and the Assignee is also the Administrative Agent for the purpose of the Loan Agreement.
5. Amendments to the Loan Agreement. The Loan Agreement is hereby amended as follows:
- (a) Amendment to Exhibit A. The definition of “Term Loan Maturity Date” set forth on Exhibit A to the Loan Agreement is hereby amended and restated in its entirety as follows:

“Term Loan Maturity Date” means December 8, 2024.

- (b) Section 6.2(i) of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“Non-Public Information. The Company shall not, and the Company shall cause each of its subsidiaries and each of its and their respective officers, directors, employees and agents not to, provide the Administrative Agent and the Lender with any material, non-public information regarding the Company or any of its subsidiaries unless prior to disclosure of such information the Company identifies such information as being material non-public information and provides the Administrative Agent and the Lender with the opportunity to accept or refuse to accept such material non-public information for review.”

- (c) Section 8 (Events of Default) of the of the Loan Agreement shall be amended to add a new Section 8.12 to the end of Section 8 as follows:

“Cross Default. Any material breach by the Company of the terms of all other agreements between the Company and Assignee, including, without limitation, the SEPA and any promissory note issued in connection with the SEPA.

- (d) The contact information for the Administrative Agent and Lenders in Section 11 (Notices) of the of the Loan Agreement shall be deleted and replaced with the following:

If to Administrative Agent or any Lender:

YA II PN, Ltd.
1012 Springfield Avenue
Mountainside, NJ 07092
Attention: Mark Angelo
Portfolio Manager
Telephone: (201) 985-8300
Email: mangelo@yorkvilleadvisors.com

6. Conversion. Subject to the provisions of Section 7, at any time or times on or after the date hereof, the Assignee shall be entitled to convert any portion of the outstanding aggregate principal amount and accrued and unpaid interest outstanding under the Loan Agreement into fully paid and nonassessable shares of common stock of the Company (the “Common Stock”), at a price of \$1.25 per share (the “Conversion Price”). The number of shares of Common Stock issuable upon conversion pursuant to this Section 6 shall be determined by dividing (x) the amount set forth in an executed notice of conversion delivered to the Company by (y) the Conversion Price. The Company shall deliver the shares of Common Stock pursuant to each conversion on or before the third (3rd) business day following the date of receipt of notice of conversion. The Company shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up or down to the nearest whole share. The Company shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion of any Conversion Amount.
7. Beneficial Ownership Limitation. In addition to any limitations set forth in the Loan Documents the Assignee shall further be restricted in its ability to convert any portion of the principal amount and accrued and unpaid interest outstanding under the Loan Agreement or otherwise receive shares of common stock of the Company under the Loan Agreement to the extent that after giving effect to such conversion or receipt of shares, the Assignee, together with any affiliate thereof, would beneficially own (as determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder) in excess of 4.99% of the number of shares of common stock outstanding immediately after giving effect to such conversion or receipt of shares. The beneficial ownership limitation set forth in this paragraph may be waived by the Assignee upon not less than 65 days prior notice to the Company.

8. The Company authorizes the Assignee to file at any time financing statements, continuation statements and amendments thereto with all appropriate jurisdictions to perfect or protect the Assignee's interest or rights under the Loan Documents and to record evidence of its security interest with the United States Patent and Trademark Office, the United States Copyright Office and any applicable governmental or other authority in any other jurisdiction.
 9. The Company hereby acknowledges and agrees that it shall publicly disclose all material, non-public information disclosed to Assignee before the open of trading on December 11, 2023. Effective as of such time, the Company hereby agrees that (a) Assignee shall have no duties of confidentiality to the Company with respect to such information, either directly or indirectly, and (b) any duty of confidentiality that may be owed by Assignee to the Company with respect to such information shall be automatically terminated without further action by any party.
 10. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of New York, without giving effect to the conflicts of law principles thereof.
 11. This Agreement may not be modified or changed except by an instrument or instruments in writing executed by the parties hereto.
-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

micromobility.com Inc. (f/k/a Helbiz Inc.)

By: /s/ Salvatore Palella

Name: Salvatore Palella

Title: CEO/Founder

YA II PN, LTD.

By: Yorkville Advisors Global, LP

Its: Investment Manager

By: Yorkville Advisors Global II, LLC

Its: General Partner

By: /s/ Matthew Beckman

Name: Matthew Beckman

Title: Member

Schedule "A"
[attached]

micromobility.com

micromobility.com Inc. Slashes Debt by \$9.25 Million in Strategic Financial Triumph

NEW YORK – December 11, 2023 – micromobility.com Inc. (NASDAQ: MCOM) announces a landmark achievement in its financial strategy, significantly reducing its debt and setting a course for profitability. The Company has successfully implemented a Settlement and Release Agreement, leading to a major reduction in its debt burden.

On November 27, 2023, micromobility.com Inc. entered into a Settlement and Release Agreement with Securis Investment Partners LLP, acting as an administrative agent for the lenders. This agreement facilitated the settlement of all outstanding obligations under a previous Loan and Security Agreement for a total of \$3,595,000 (the "Settlement Amount").

In order to fund that Settlement, on December 8, 2023, an Assignment and Release Agreement was executed with YA II PN Ltd., resulting in the forgiveness of \$9,250,000 of the aggregate principal amount outstanding, along with all accrued and unpaid interest. The result of these transactions effectively reduces the company's outstanding loan principal from \$15,000,000 to \$5,750,000.

Salvatore Palella, CEO of micromobility.com Inc., enthusiastically remarked, "This reduction in debt by \$9.25 million is not just a financial win; it's a strategic move propelling us towards our goal of profitability. We have lightened our financial load significantly, which is crucial for our journey to becoming a sustainable and profitable entity in the urban mobility sector."

Gian Luca Spriano, Interim CFO, added, "This restructuring is a testament to our strategic financial planning and execution. The reduction in debt enhances our balance sheet and positions us for accelerated growth. We're now better equipped to focus on our core business objectives and drive towards long-term profitability."

About micromobility.com Inc.

micromobility.com Inc., a disruptive leader in the micromobility sector, founded by Salvatore Palella in 2015, combines expertise in retail, shared services, and vehicle rentals to revolutionize urban transportation. With operations spanning across the US and Europe, the holding group encompasses shared micromobility solutions through micromobility.com Inc., vehicle rentals via Wheels Labs Inc. and e-commerce and planned brick-and-mortar stores via the micromobility.com brand. Committed to providing eco-friendly, affordable solutions and enhancing global accessibility, micromobility.com Inc. sets the standard for professional excellence in the micromobility landscape. For more information visit www.micromobility.com.

Forward-Looking Statements

Certain statements made in this press release are "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "anticipate," "believe," "expect," "estimate," "plan," "outlook," and "project" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements reflect the current analysis of existing information and are subject to various risks and uncertainties. As a result, caution must be exercised in relying on forward looking statements. Due to known and unknown risks, actual results may differ materially from the Company's expectations or projections. The following factors, among others, could cause actual results to differ materially from those described in these forward-looking statements: (i) the failure to meet projected development and production targets; (ii) changes in applicable laws or regulations; and (iii) other risks and uncertainties described herein, as well as those risks and uncertainties discussed from time to time in other reports and other public filings with the Securities and Exchange Commission (the "SEC") by the Company including its Annual Report on Form 10-K for the fiscal year ended December 31, 2022. The Company's SEC filings are available publicly on the SEC's website at www.sec.gov. Any forward-looking statement made by us in this press release is based only on information currently available to the Company and speaks only as of the date on which it is made. The Company undertakes no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise, except as required by law.

Contacts

For media inquiries:
press@micromobility.com