DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

Czech Founders VC

PRIVILEGED AND CONFIDENTIAL

CONVERTIBLE LOAN AGREEMENT

between

Yedem s.r.o.

Matěj Ballo

Vojtěch Rujbr

Czech Founders Ventures s.r.o.

Patero s.r.o.

JIC Ventures, s.r.o.

DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

This **CONVERTIBLE LOAN AGREEMENT** (the "**Agreement**") is executed pursuant to Section 1746 (2) and Section 2395 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**")

BETWEEN

(1) **Yedem s.r.o.**, ID No. (IČ): 078 31 901, with its registered seat at Měřičkova 1625/35, Řečkovice, 621 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 110481, bank account No: 2201579169/2010, IBAN: CZ24 2010 0000 0022 0157 9169, BIC: FIOBCZPP, email: info@yedem.io (the "**Company**");

(2) **Matěj Ballo** [redacted]
email: matej. .

(3) **Vojtěch Rujbr**, [redacted]
Czech Republic, email: vojtech.rujbr@yedem.io (the "**Founder 2**"; the Founder 1 and the Founder 2 collectively as the "**Founders**" or individually as the "**Founder**");

(4) **Czech Founders Ventures s.r.o.**, ID No. (IČ): 170 51 835, with its registered seat at Panská 854/2, Nové Město, 110 00 Prague 1, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 365831, email: ivan@czechfounders.vc (the "**Lead Investor**");

(5) **Patero s.r.o.**, ID No. (IČ): 039 28 446, with its registered seat at Evropská 1723/61, Dejvice, 160 00 Prague 6, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 239838, email: davos@patero.cz (the "**Co-Investor 1**"); and

(6) **JIC Ventures, s.r.o.**, ID No. (IČ): 041 56 293, with its registered seat at Purkyňova 649/127, Medlánky, 612 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 88454, email: kocourek@jic.cz (the "**Co-Investor 2**"; the Lead Investor, the Co-Investor 1 and the Co-Investor 2 collectively as the "**Investors**" or individually as the "**Investor**");

(the Company, the Founders and the Investors collectively as the "**Parties**" or individually as the "**Party**")

1. INTRODUCTORY PROVISIONS

1.1. The Company is developing the following product (tool): a smart employee parking and carpooling application (the "**Product**").

1.2. The aim and objective of the Company is to further develop the Product, commercialize the Product and maximize the value of the ownership interest of all the shareholders in the Company for the purpose of selling the Company in a private or capital market. The Investors wish to assist the Company to achieve the above aims and objectives and the Company wishes to obtain this assistance from the Investors. For this purpose, each of the Investors is willing to provide the Company with a loan under the terms specified hereunder.

1.3. Capitalization table showing the existing structure of the Company's shareholders forms Annex 1 hereto.

2. PROVISION AND PURPOSE OF THE LOANS

[redacted]



3. LOAN MATURITY

3.1. The Loans shall become due under the following circumstances (whichever occurs first):

(a) On the day of the Company's **Qualified Financing**, which means a subsequent (immediately following) financing round in which a new investor acquires a shareholding interest (share) in the Company for an investment amounting to at least **EUR 500,000** (in words: five hundred thousand Euros), whereas any and all outstanding convertible loans (debts) provided to the Company, including also the Loans provided by the Investors to the Company hereunder, shall not be taken into account for the purpose of calculation of the total investment to the Company and determining whether or not the Company's Qualified Financing has occurred;

(b) On the day of a Maturity Event, which means any of the following events, whichever occurs first (the "**Maturity Event**"):

i. 24 (twenty-four) months from the date of signing of this Agreement (the "**Maturity Date**");

ii. **material breach of this Agreement** by the Company or the Founder, which means any violation hereof that is considered serious under Section 2002 (1) of the Civil Code or under this Agreement and remains uncured for a period of 30 (thirty) business days;

iii. **material adverse economic situation** of the Company, which means: (i) the Company is declared void, (ii) winding-up or liquidation proceedings of the Company are initiated, or (iii) insolvency proceedings against the Company are initiated according to Act No. 182/2006 Coll., on Bankruptcy and Settlement Thereof (Insolvency Act), as amended (the "**Czech Insolvency Act**"), and such situation remains uncured for a period of 30 (thirty) business days.

3.2. Neither of the Loans may be prepaid without the prior written consent of the respective Investor.

3.3. A due Loan shall convert into a shareholding interest (share) in the Company under the terms set out in Art. 4 hereof.

4. CONVERSION AND REPAYMENT OF THE LOANS

4.1. The Company must promptly provide the Investors with all information and related documentation on the circumstances under which the Loans have become (or are most likely to become) due. In case of subsequent financing round, the Company shall provide the Investors at least 30 (thirty) business days in advance with (i) the new investor's identification details, (ii) documentation of the contemplated financing round containing all material information (i.e., signed term-sheet; if there is no term-sheet, the Founders shall provide information as customarily included in a term-sheet, including the valuation of the Company made by the new investor, amount of the investment, the share size in the Company the new investor demands for the investment,

DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

information on the form of the new investment, any special rights granted to the new investor, etc.) and (iii) all related supporting documents.

Conversion upon Qualified Financing

4.2. In the event of Qualified Financing, the Loans shall be converted into shareholding interests (shares) in the Company (the "**Share**"). The size of the Share the respective Investor acquires through the conversion hereunder shall be determined using the following formulas (the result shall be rounded up to two decimal places):

Share = Due Loan Amount / Valuation * 100

where:

- **Share** means shareholding interest (share) in the Company that the respective Investor shall acquire through conversion of the Loan (in percent).
- **Due Loan** is the principal amount of the Loan provided by the respective Investor hereunder (in EUR); any accrued interest shall be disregarded.
- **Valuation** is the figure corresponding to the lower of the values i. or ii. below:
  - **i.** the discounted post-money valuation of the Company applicable for new investor in the Qualified Financing (in EUR) which shall be calculated as follows: total investment amount paid by the new investor in the Qualified Financing, divided by the total shareholding interest (share size) in the Company acquired by the new investor for such investment (in %), and multiplied by 0.8 (discount), or
  - **ii.** [redacted]

4.3. For the avoidance of doubt, the Parties agree that the conversion of the Loan into equity under this Agreement is a "post-money conversion", meaning that the Share acquired by the Investors through conversion under this Agreement shall not be proportionally decreased (diluted) by shareholding interest (share) acquired by a new investor in the Qualified Financing including also each of the Investors hereunder, as well as by shareholding interest (share) acquired by other investors with convertible loan agreements (including, but not limited to, this Agreement) or other convertible instruments.

Conversion or Repayment upon the Maturity Event

4.4. If the Maturity Event under Art. 3.1 letter (b) point i occurs prior to the Qualified Financing, then the Loan shall be converted into the Share. The size of the Share the respective Investor acquires through the conversion hereunder shall be determined using the formula defined in Art. 4.2 above, whereas the Valuation shall be for this purpose equal to the Valuation Cap multiplied by 0.8 (discount), i.e., the amount of [redacted] The Parties agree that for the purposes of conversion of the Loans at the Maturity Event under Art. 3.1 letter (b) point i, Art. 4.3 of this Agreement shall apply mutatis mutandis.

4.5. If the Maturity Event under Art. 3.1 letter (b) point ii or iii occurs prior to the Qualified Financing, then each of the Investors shall in its own discretion decide, whether the Loan shall be (i) repaid by the Company immediately, or (ii) converted into the Share in the Company. If the respective Investor decides that the Loan shall be converted into the Share in the Company, then the size of the Share the respective Investor acquires through the conversion hereunder shall be determined using the formula defined in Art. 4.2 above whereas the Valuation shall be for the purpose of the Loan equal to the Valuation Cap multiplied by 0.8 (discount), i.e., the amount of [redacted] The Parties agree that for the purposes of conversion of the Loans at the Maturity Event under Art. 3.1 letter (b) point ii and iii, Art. 4.3 of this Agreement shall apply mutatis mutandis.

4.6. Each of the Investors shall notify its decision on the repayment or the conversion of the respective Loan hereunder by a written notice delivered to the address or e-mail of the Company specified in the header of this Agreement within 30 (thirty) days upon receiving the Company's notification that the Maturity Event has occurred or is likely to occur. If the respective Investor fails to notify the Company of its decision within the period of time stated in the preceding sentence, the Company shall be entitled to decide instead and on behalf of the respective Investor.

Conversion or Repayment upon Change of Control

4.7. In the event that the Company consummates an event or a series of events that constitute a change of control over the Company, which means (i) any event that results in the Company having a new majority shareholder within the meaning of Section 74 of Act No. 90/2012 Coll., on Companies and Cooperatives (Business Corporations Act), as amended (the "**BCA**"), (ii) any transformation of the Company within the meaning of Act No. 125/2008 Coll., on Company and Cooperative Transformations, as amended, (iii) any disposal of the Company's enterprise or a substantial part of the Company's enterprise, (iv) disposal of all of the Company's assets or a substantial part of the Company's assets, or (v) any transfer, lease or other disposal of the Company's intellectual property beyond its standard business operations (the "**Change of Control**"); then, at the election of each Investor made at least 30 (thirty) days prior to the Change of Control, effective upon the Change of Control:

(a) The respective Loan shall become due, and the respective Investor shall have the right to convert the Loan into the Share according to conditions stipulated in Art. 4.4 hereof; or

(b) Instead of the conversion as described in (a) above, the Company or the Founders (depending on who receives the financial benefit from the Change of Control) will pay the Investor an aggregate amount equal to 100 % (1.0x) of the respective Loan.

The Company and the Founders shall notify the Investors of the Change of Control event by a written notice delivered to the address or e-mail of the Investors at least 60 (sixty) days prior anticipated closing date of the Change of Control.

The Parties agree that for the purposes of conversion of the Loans at the Change of Control, Art. 4.3 of this Agreement shall apply mutatis mutandis.

Conversion Procedure

4.8. When converting the Loan into the Share according to Art. 4.2, 4.4, 4.5 or 4.7 hereof, the Company and the Founders are obliged to take any and all necessary steps to properly conduct the process of increasing the Company's registered capital in accordance with terms and conditions hereof and applicable law (the "**Capital Increase**").

4.9. Unless expressly agreed by the Parties otherwise, the Capital Increase shall be carried out in the manner set out in the following provisions of this Art. 4. The Founders undertake (i) to attend the general meeting of the Company (the "**General Meeting**") (in person or represented on the basis of a power of attorney) and exercise their voting rights at the General Meeting or (ii) to vote for the respective per rollam decision of the shareholders of the Company in the sufficient majority of the shareholders to approve the Capital Increase, in particular to approve and adopt the following:

(a) Increase of the Company's registered capital shall be affected by a monetary contribution of the Investors;

(b) an amount equal to the monetary contribution by the Investors into the Company's registered capital (corresponding to the Share of the Investor in the amount calculated pursuant to Art. 4.2, 4.4, 4.5 or 4.7 hereof) shall be set off in its entirety against the amount owed to the Investors by the Company for the repayment of the Loans;

(c) the outstanding part of the Loans (after the set-off under Art. 4.7 (b) above) shall be converted in its entirety into a monetary contribution outside the Company's registered capital and set-off in its entirety against the Company's claim to the payment of such monetary contribution.

4.10. The Company and the Founders shall jointly procure that the Executive Director(s) of the Company convene an extraordinary General Meeting or initiate the voting on the respective per rollam decision, so that it is adopted no later than 30 (thirty) days after receipt of the respective notification from the Investors. The Company and the Founders shall jointly procure that the Founders or, as the case may be, the Executive Director(s) of the Company execute(s) all documents and take(s) any and all necessary steps (as may be required under applicable law and the Articles of Association of the Company) so that the Founders or, as the case may be, shareholders of the Company or the extraordinary General Meeting may decide on the Capital Increase in accordance with the terms specified in this Agreement in a timely manner. Furthermore, the Company, at its own costs, shall obtain any and all documents necessary for the conversion (capitalization) of the Loans and shall provide the Investors with all materials and information necessary for the conversion (capitalization) of the Loans. The Investors shall without undue delay provide any and all assistance and cooperation required for the conversion to take place, in particular to effectuate the contribution in the

DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

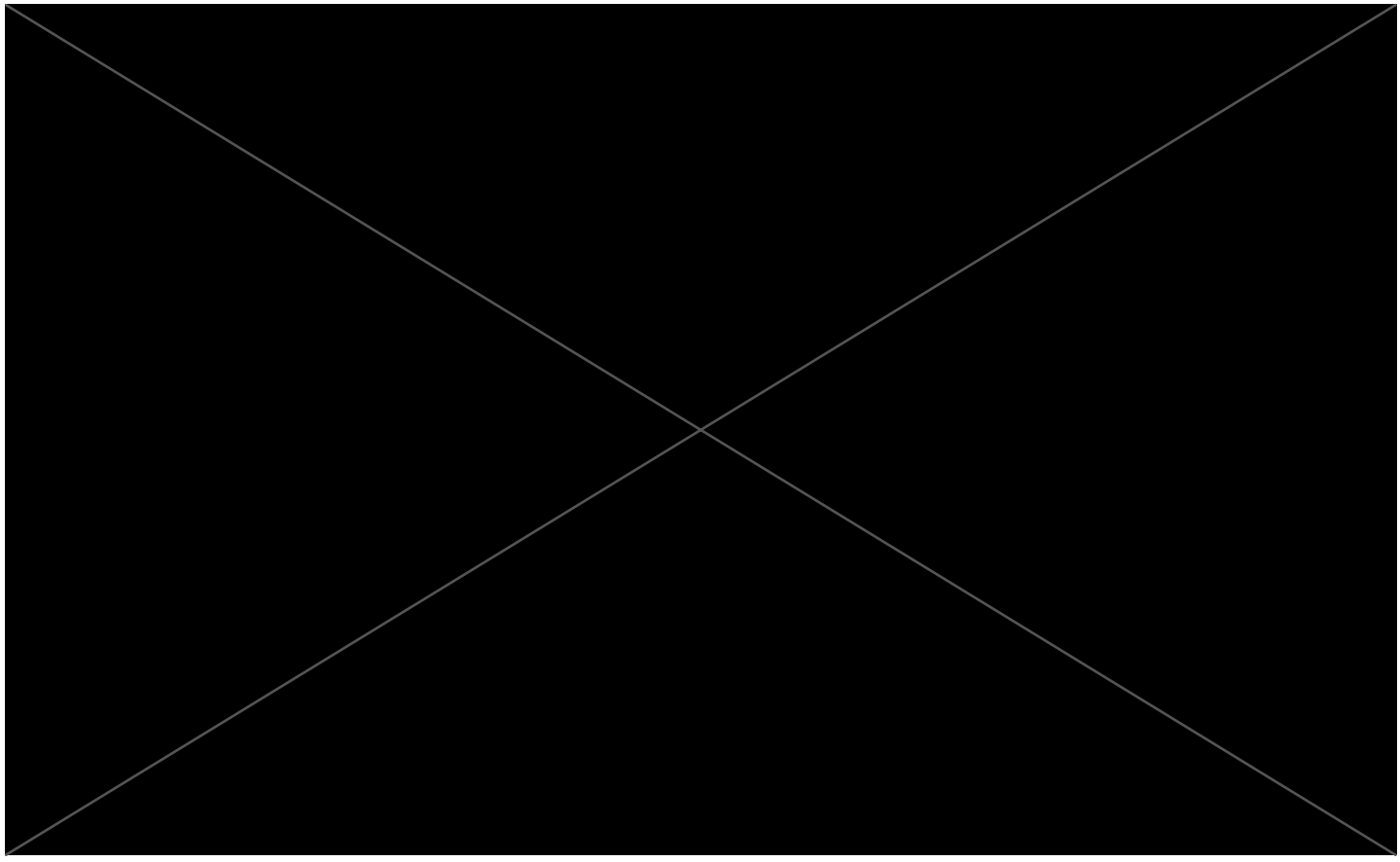
Company's registered capital, contribution outside the Company's registered capital and set-off of receivables within the meaning of Art. 4.9 above.

4.11. The Company shall file an application (incl. request for direct registration by the respective notary public) for registration of the resolution on the Capital Increase along with the new amount of the Company's registered capital in the Commercial Register without undue delay. In the event that the court (or the notary public, as the case may be) refuses to enter the new amount of the Company's registered capital for any reason, the Parties undertake to use their best effort to do or procure to be done any and all such actions and steps and to execute any and all documents as may be required in order to enter the new registered capital of the Company into the Commercial Register. The Company shall notify the Investors of the day on which the decision of the relevant court on registration of the amount of the new registered capital comes into force without undue delay after such registration.

4.12. The Parties undertake to provide any and all reasonable assistance and cooperation which may be required under applicable law in order for the conversion to take place. The Parties shall ensure that no decision or resolution shall be approved or/and no steps obstructing the conversion under this Agreement shall be taken. In particular, and without limiting the generality of the foregoing, the Parties irrevocably and unconditionally agree (i) to effect the Capital Increase under the conditions set out in Art. 4 and (ii) to do all things required or appropriate to achieve the implementation of the conversion and the Capital Increase, including that all shareholders of the Company, which will be shareholders as of the date of the Capital Increase shall vote in favor of the Capital Increase at the relevant General Meeting and shall waive any and all pre-emption rights they may have under applicable law and/or the Company's Articles of Association in respect of such Capital Increase such that the Investor acquires through the conversion hereunder the Share in the amount calculated pursuant to Art. 4.2, 4.4, 4.5 or 4.7 hereof.

4.13. If the Company after the signing of this Agreement and prior to conversion of the respective Loan issues any new share(s) or enters into convertible loan agreement (or similar debt instrument) with a lower valuation than the Valuation Cap, then such lower valuation shall be set as the new Valuation Cap for the purposes of this Agreement.

5. INVESTORS' PREFERRED SHARES



DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F



Anti-dilution Protection

5.5. If in any of the subsequent financing rounds the Company issues shares for price per share lower than price per Share paid by the Investor in connection with conversion of the Loan pursuant to Art. 4 hereof (the "**Dilution Event**"), the Investor shall be entitled, at its sole discretion, to require the other Parties to procure that the Company issues to the Investor additional preferred shares for their nominal value. The number of the newly issued preferred shares for the respective Investor shall be calculated on a broad-based weighted average principle based on this formula:

ADS = (I / CP2) – ES

where:

"**ADS**" means the number of newly issued preferred shares;

"**I**" means the total amount of Loan provided by the respective Investor to the Company before the Dilution Event;

"**CP2**" means the conversion price in effect immediately after new issue which shall be calculated as the weighted average of the prices, at which the share capital of the Company was issued prior to, and within, the Dilution Event, as follows: CP2 = CP1 * ((A + B) / (A + C));

"**CP1**" means the conversion price in effect immediately prior to new issue which shall be equal to the original price for the preferred shares subscribed for by the Investor before the Dilution Event;

"**A**" means the aggregate number of all the shares in the Company outstanding immediately prior to the Dilution Event on a fully diluted basis;

"**B**" means the aggregate investment in the Dilution Event divided by CP1 which corresponds to the number of shares the new investor would have received within the Dilution Event for the price per share corresponding to "**CP1**" (i.e., original price per share paid by the Investor for the preferred shares subscribed for by the respective Investor before the Dilution Event);

"**C**" means the aggregate number of shares issued in the Dilution Event that the new investor will actually receive within the Dilution Event for the price per share of the Dilution Event;

"**ES**" means the number of preferred shares subscribed for by the Investor prior to the Dilution Event.

6. MOST FAVORED NATION

6.1. If the Company, after signing this Agreement, enters or has entered into any other convertible loan agreement or other similar instrument with a third party which would result in converting the Company's debt into shares of the Company on conditions or with rights that are more favourable to such a third party than the conditions of conversion of the Loans or rights applicable to the Investors under this Agreement, then the Company will forthwith inform the Investors and shall grant to the Investors the same (more favourable) rights and conditions as granted to such a third party but in any case the standards of the Investors' shareholding interest (share) in the Company and the rights associated with it shall not be lower than that those set out in this Agreement.

7. RESERVED MATTERS

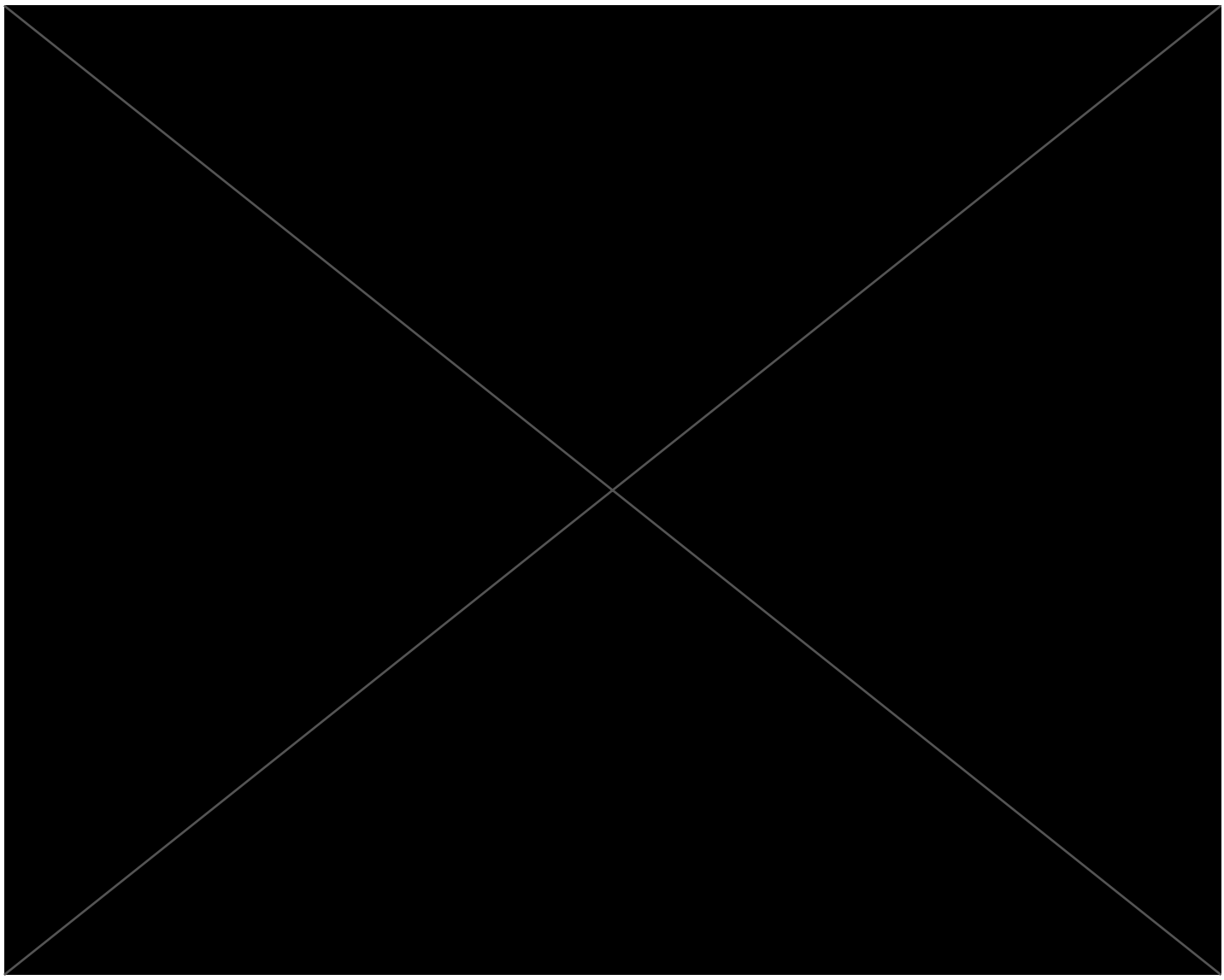
7.1. The Parties undertake that throughout the term of this Agreement they shall at all times act, exercise their rights or waive their rights in such a manner to ensure that the purpose of this Agreement is met. Until the Loans are repaid or converted in accordance with this Agreement, the decisions of the Executive Director and the General Meeting of the Company specified in Annex 2 hereto shall be subject to the prior written consent of the Lead Investor, the Co-Investor 1 and the Co-Investor 2 or any two of them (the "**Investors' Majority Consent**"). The Investors may give such consent in writing by e-mail specified in the header of this Agreement, without a verified electronic signature. If any of the Investors fails to express its disagreement within 7 (seven) business days of receiving the request for approval, the respective Investor is deemed to have given its consent. If the Investors' Majority Consent has been, or is deemed to have been, given, the Company or the Company's Executive Director shall not be deemed to be in breach of this Agreement and the respective Investor shall not be entitled to impose a contractual penalty against the Company's Executive Director pursuant to Art. 18 of this Agreement due to the adoption of the relevant decision.

DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

7.2. After the conversion of the Loans in accordance with this Agreement, the decisions of the Executive Director and the General Meeting of the Company specified in Annex 3 hereto shall be subject to the prior written consent of majority of votes attached to the preferred shares (and if the Company issues other classes of shares, then majority of shares with voting rights held by shareholders other than the Founders). The Investors may give such consent in writing by e-mail specified in the header of this Agreement, without a verified electronic signature. If any of the Investors fails to express its disagreement within 7 (seven) business days of receiving the request for approval, the respective Investor is deemed to have given its consent. If the majority of votes attached to the preferred shares pursuant to first sentence of this Article has been, or is deemed to have been, given, the Company or the Company's Executive Director shall not be deemed to be in breach of this Agreement and the respective Investor shall not be entitled to impose a contractual penalty against the Company's Executive Director pursuant to Art. 18 of this Agreement due to the adoption of the relevant decision.

7.3. Notwithstanding the above, the Parties agreed that, for the purpose of supporting the Company's growth and development as much as possible, the Investors shall not without a justified reason take any action or, as the case may be, shall not remain inactive (e.g., they shall not be entitled to deny or delay their consent with a particular decision falling within the above reserved matters), if such action or inaction could, directly or indirectly, block any subsequent funding rounds of the Company or otherwise prevent the Company from receiving new investment or funding, whether from current shareholders and investors or new external investors.

8. FOUNDERS' AND SHAREHOLDERS' AGREEMENT



DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

[redacted]

RESTRICTIONS ON TRANSFER OF SHARES

10.1. Except as otherwise provided in this Agreement, the Founders undertake not to transfer their shares to any third party for 2 (two) years after the date of this Agreement without the Investors' Majority Consent.

11. FOUNDERS' OBLIGATIONS

11.1. The Founders undertake that as long as they hold shares in the Company and subsequently for a period of 2 (two) years after they cease to hold shares in the Company, they shall not offer nor broker employment or a similar contractual relationship to any employee or an external contractor of the Company and that they shall not make attempts to persuade the Company's customers to switch suppliers.

11.2. The Founders hereby undertake that as long as they hold shareholding interest in the Company and subsequently for a period of 2 (two) years after they cease to hold shareholding interest in the Company, they shall not, anywhere in the world, whether directly or indirectly and whether for their own or third person's benefit, perform any activity or be involved, whether through capital investment or otherwise, in any operations of any third person that would compete with the business the Company is or will be engaged in during their tenure with the Company (i.e., in particular the development and the sale of the Product).

12. POST-CLOSING OBLIGATIONS

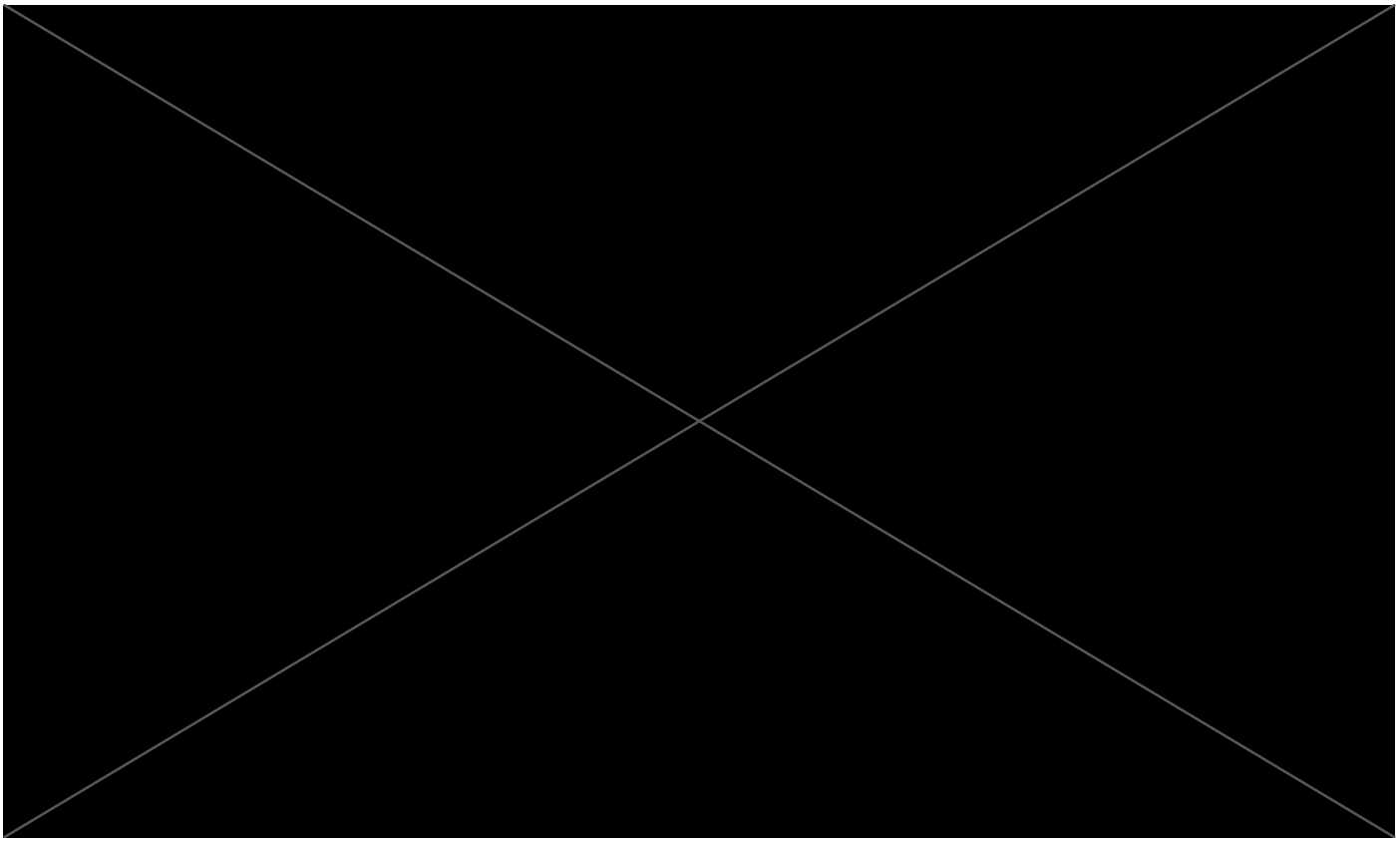
12.1. [redacted]

13. INTELLECTUAL PROPERTY RIGHTS

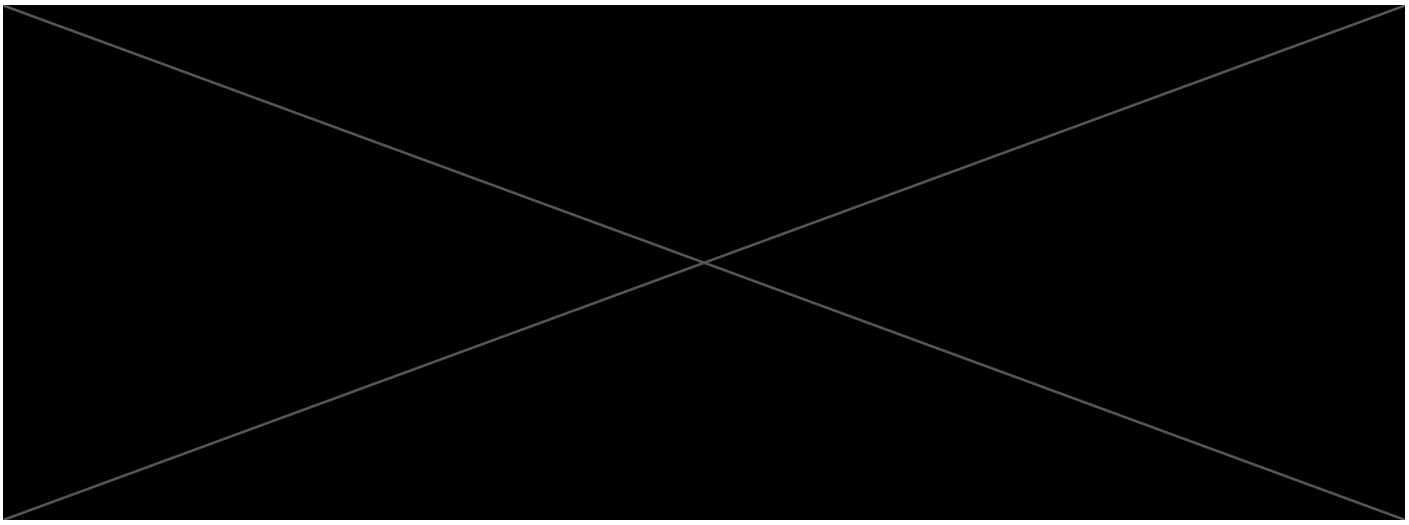
13.1. With the exception of the rights stated in Art. 12.1(a) and (c), the Founders and the Company hereby represent and warrant that the Company owns or legally possesses all intellectual property rights (in particular, but not limited to, rights to applications, software, databases, other copyrighted work, etc.) necessary to develop and monetize the Product and to ensure proper business operations of the Company, including, but not limited to the right to make changes and modifications hereof as well as the right to further assign such rights to any third party (the "**Intellectual Property**").

13.2. The Founders hereby exclusively, entirely and irrevocably assign to the Company all subjects of the Intellectual Property that relate in any way to the business operations of the Company and the Product and of which they are the authors or to which they exercise rights for another reason and waive their right to any remuneration (including potential extraordinary or additional remuneration) with respect to such Intellectual Property. The Founders and the Company explicitly assure the Investors that in developing the Product they used only such free licenses that do not establish an obligation to release the own code developed by the Company to the public and that cannot in any other way adversely affect the value of the Company, of the Intellectual Property or the monetization of the Product.

DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

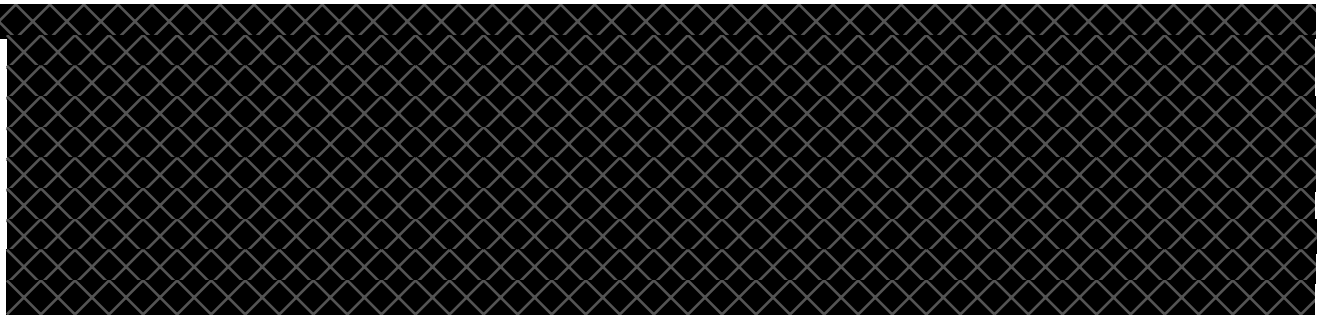


16. CONFIDENTIALITY

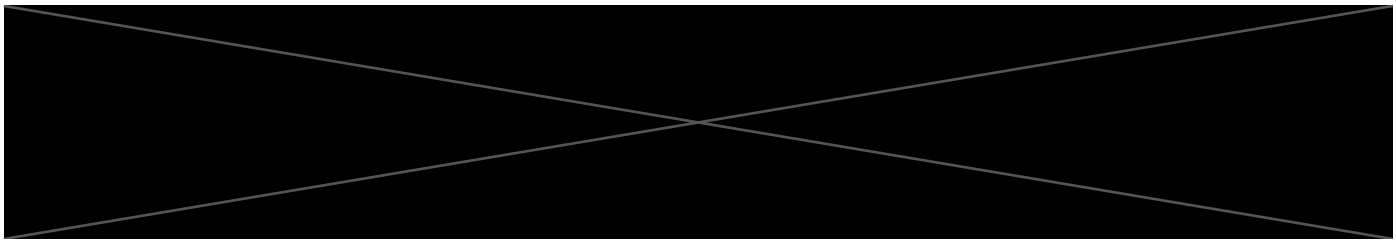


17. REPRESENTATIONS AND WARRANTIES

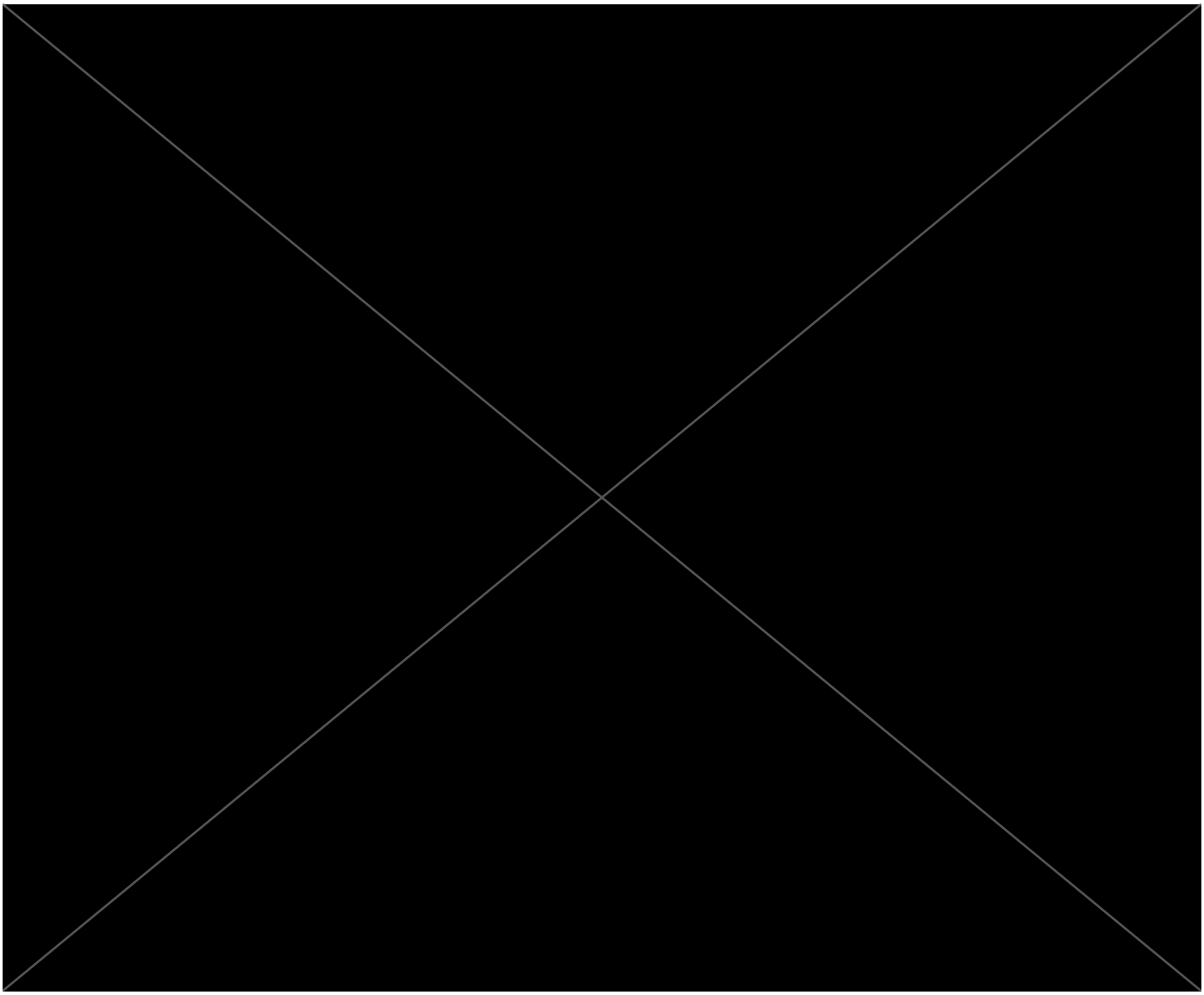
1



DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F



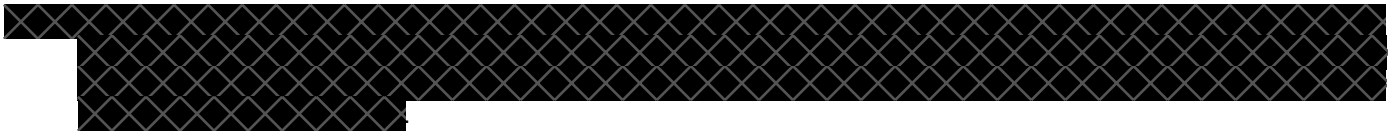
18. LIABILITIES AND CONTRACTUAL PENALTIES



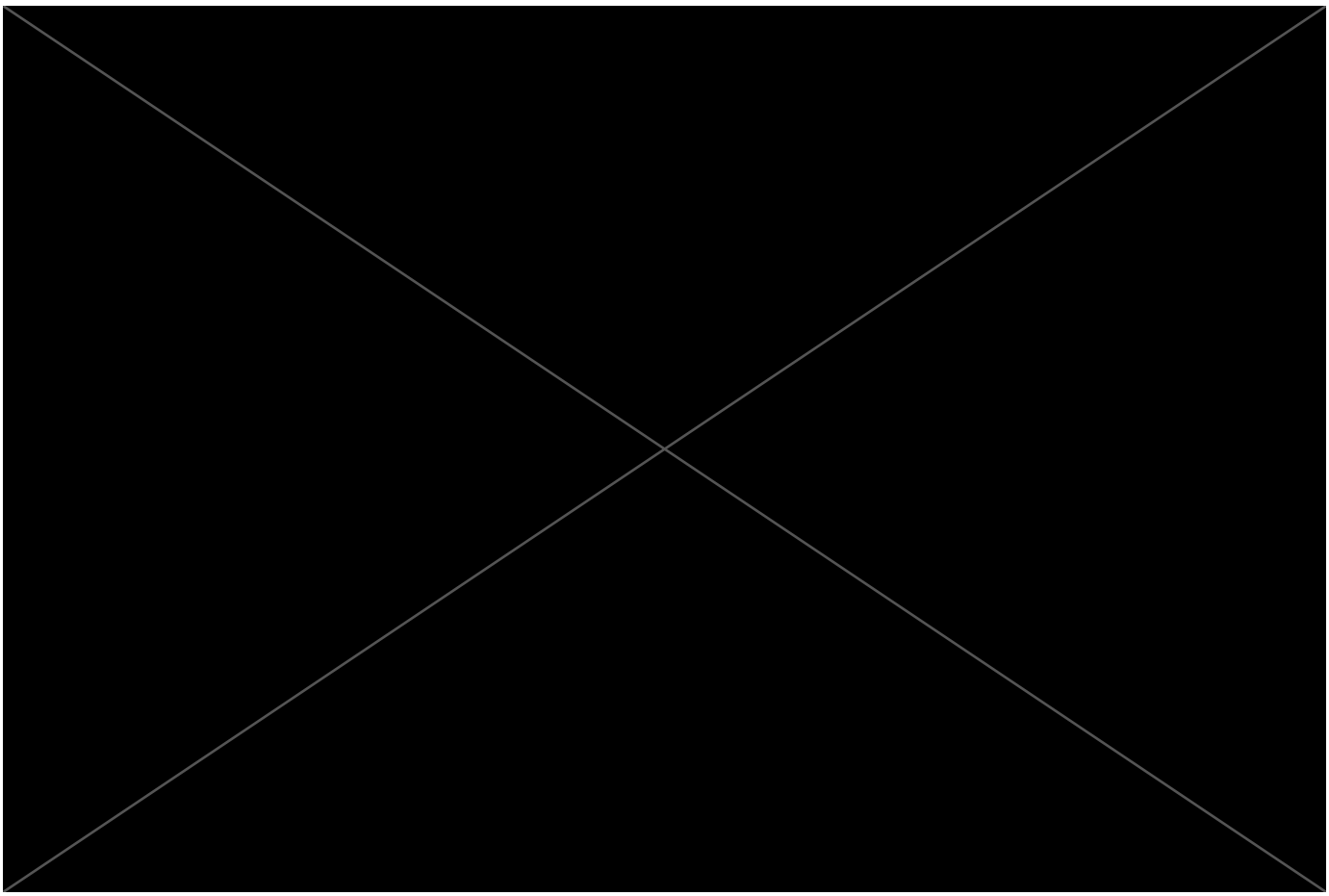
19. FINAL PROVISIONS

19.1





DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F



Annex 1 – Cap Table

Annex 2 – Reserved Matters

Annex 3 – Reduced Reserved Matters

Annex 4 – Representations and Warranties

Annex 5 – Liabilities of the Company

DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

SIGNATURE PAGE

In Brno date 7/5/2024

The Company:

DocuSigned by:
Matěj Ballo
396EC847A02C489...

Yedem s.r.o.

Matěj Ballo, Executive Director

In Brno date 7/5/2024

The Founder 1:

DocuSigned by:
Matěj Ballo
396EC847A02C489...

Matěj Ballo

In Brno date 7/5/2024

The Founder 2:

DocuSigned by:
Vojtěch Rujbr
67FA9F26CB3A456...

Vojtěch Rujbr

In Bratislava date 7/7/2024

The Lead Investor:

DocuSigned by:
4F56708336D6420...

Czech Founders Ventures s.r.o.

Ivan Kristeľ, Executive Director

In Praha date 7/8/2024

The Co-Investor 1:

DocuSigned by:
David Svatoš
22A26C8030B747B...

Patero s.r.o.

David Svatoš, Executive Director

In Brno date 7/8/2024

The Co-Investor 2:

DocuSigned by:
Radim Kocourek
8D704CB6BC734F2...

JIC Ventures, s.r.o.

Radim Kocourek, Executive Director

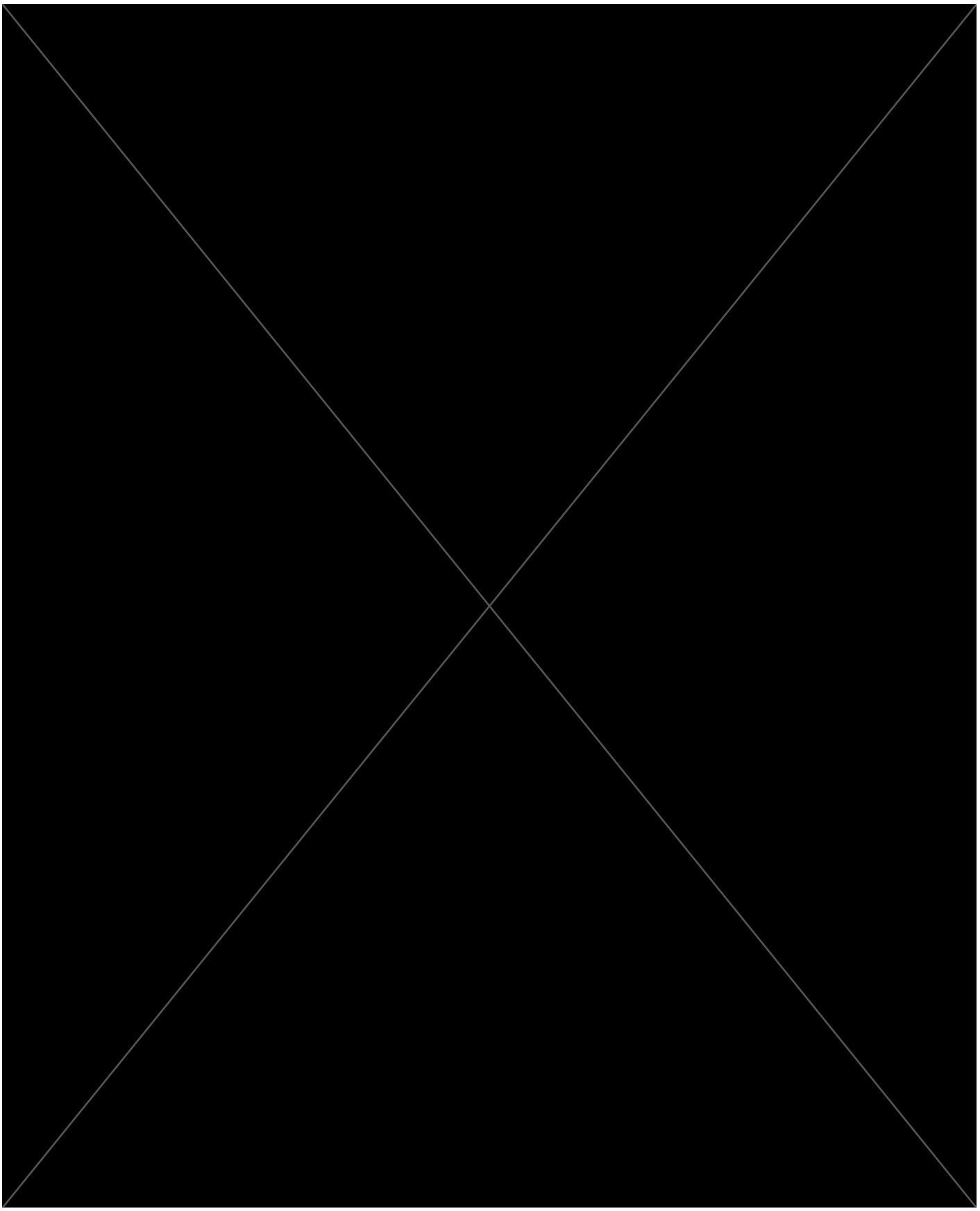
DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

Annex 1 – Cap Table

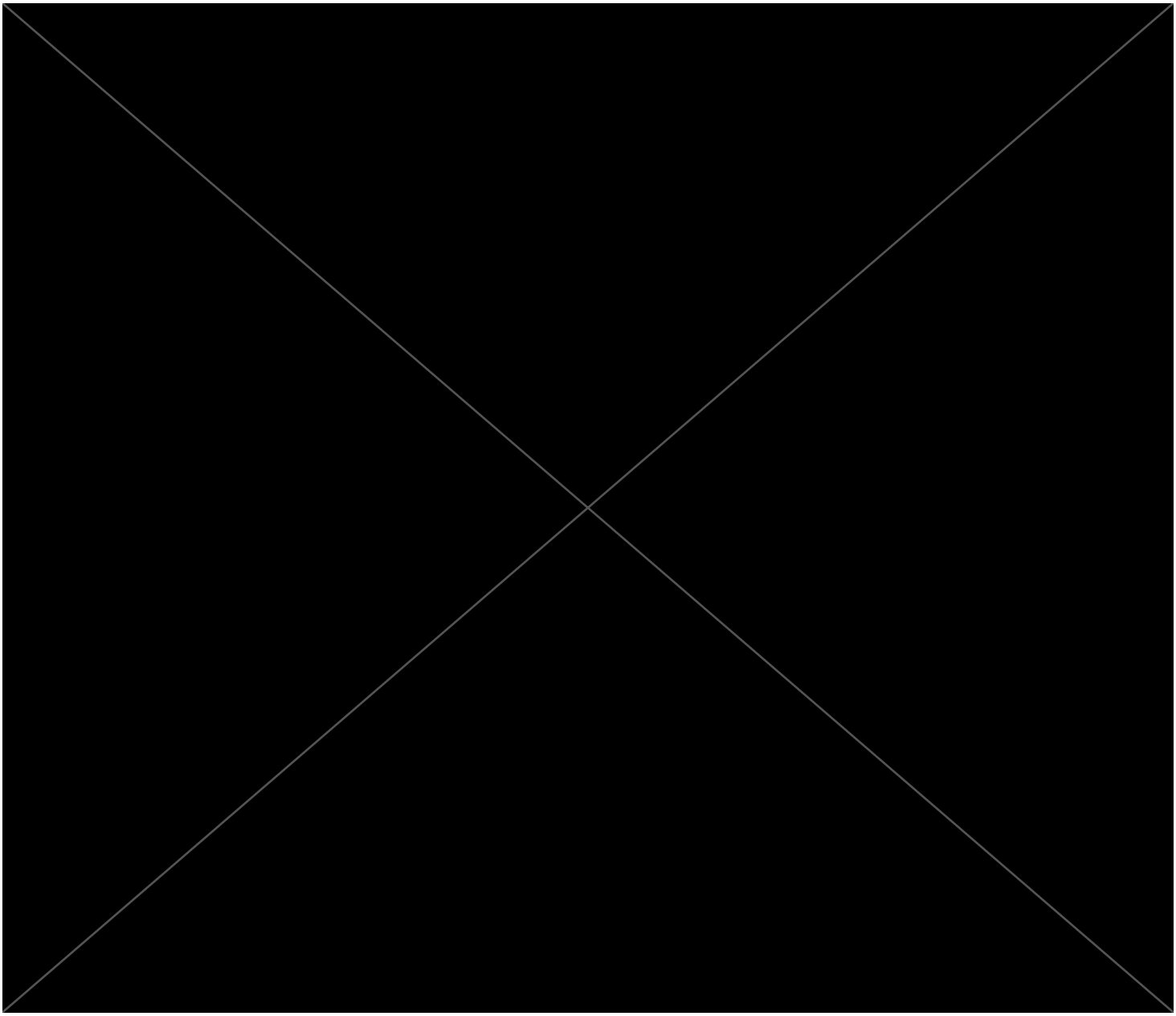
Shareholder	Current Situation (as of execution of the Agreement)
Matěj Ballo	50.00 %
Vojtěch Rujbr	50.00 %
TOTAL	**100.00 %**

DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

Annex 2 – Reserved Matters

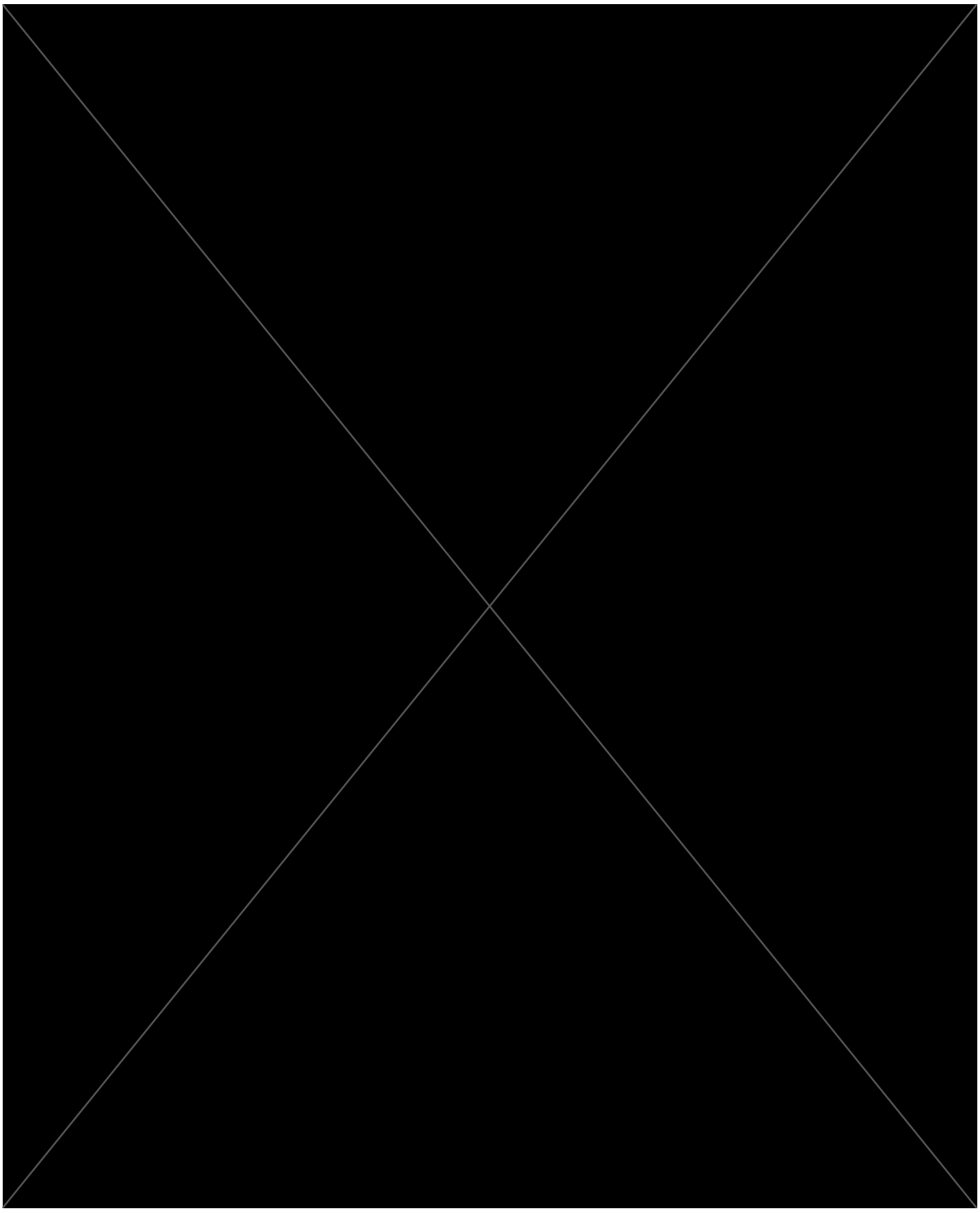


DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F



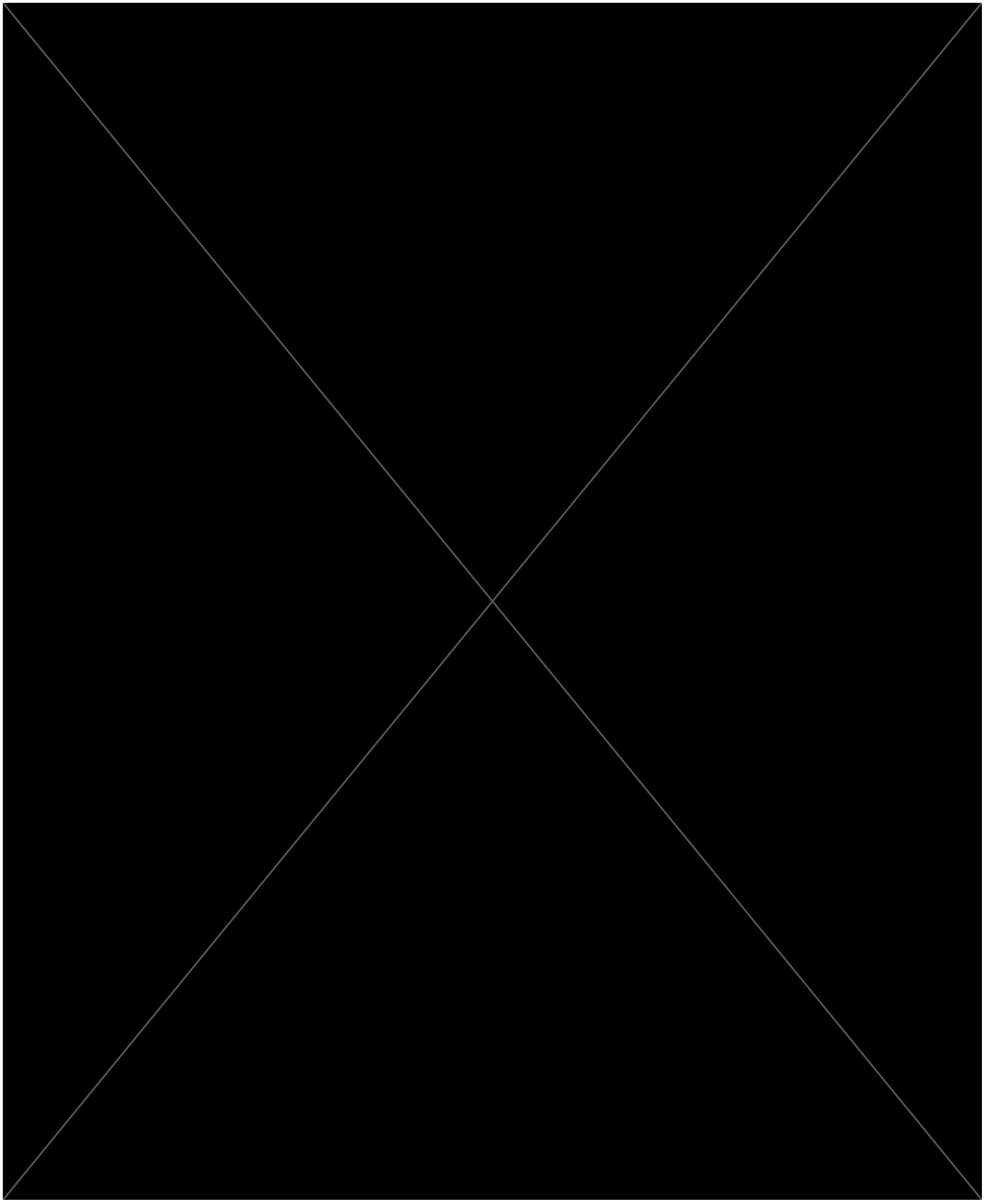
DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

Annex 3 – Reduced Reserved Matters

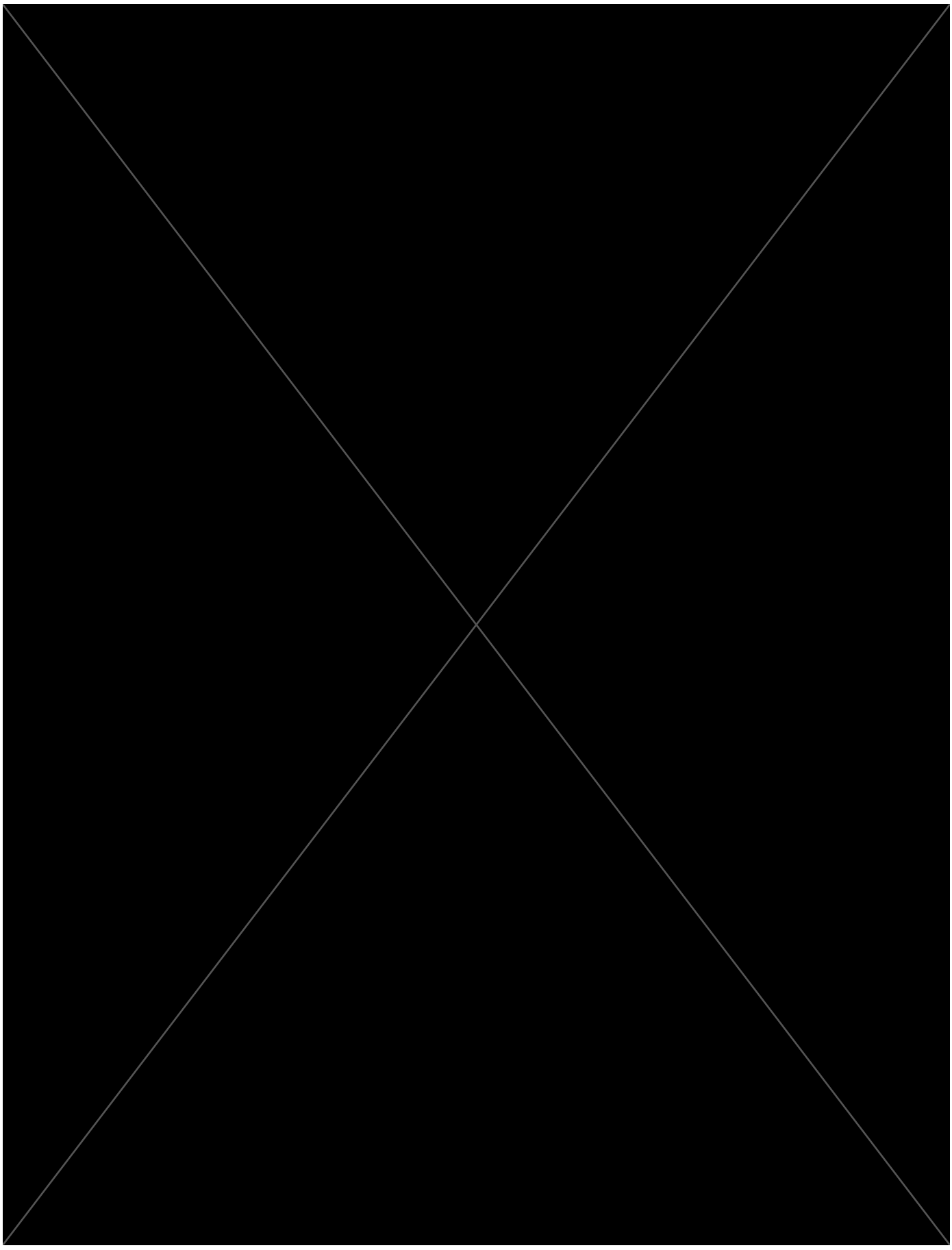


DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

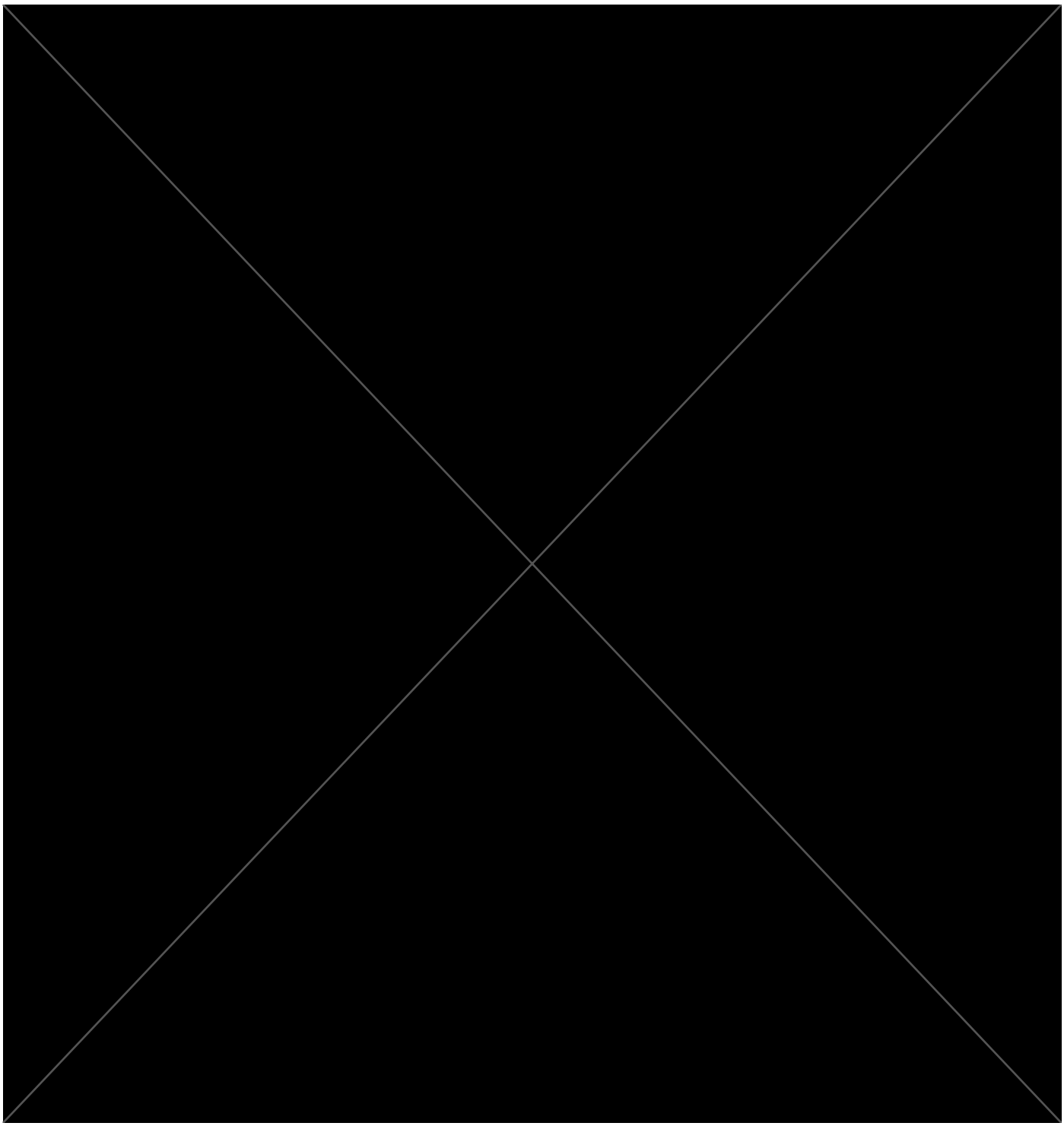
Annex 4 – Representations and Warranties



DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F



DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F



DocuSign Envelope ID: C8E699E2-B78B-496D-9B8D-1F6530D8D41F

Annex 5 – Liabilities of the Company

