



Hey **Yedem!**

*Welcome to the handshake document (this „**Term-Sheet**“) that serves as a baseline for making this investment work for both parties. You - seeking the capital to propel the business growth and know-how to help you get to the next level. Us - searching for the next big thing and seeking the return of our investment that ultimately allows us to support yet another great founder journey. This Term-Sheet lays out principal terms of an intended investment (the „**Offering**“) of Czech Founders Ventures s.r.o. („**Czech Founders VC**“ or the „**Investor**“) into **Yedem s.r.o.** (the „**Company**“) via convertible note.*

We don't want to make it too complicated, so this document is a non-binding agreement except for the following paragraphs regarding “Expenses”, “Confidentiality”, “Exclusivity” and “Non-binding effect”. Read those carefully (do not worry though, they are straight forward and founder friendly). You can expect lawyers polishing the details into the binding agreement later, after the DD is done and DD outputs are reflected in the final documentation. Until then both Czech Founders VC and the Company shall have the right to walk away free (the right to terminate the negotiations without liability therefore), but it would make us sad at the end of the day.

Looking forward to the big entrepreneurial voyage together!

Vit, Vaclav and Ivan

Founders & Managing Partners of Czech Founders VC

www.czechfounders.vc

TERM-SHEET

This preliminary non-binding Term-Sheet serves as a concept for contemplated seed funding of **Yedem s.r.o.**, residing at Měříčkova 1625/35, Řečkovice, 621 00 Brno, Identification No.: 07831901 ("**Company**"), a company developing a smart employee parking and carpooling application ("**Product**").

<p>Founder(s) and other shareholders</p>	<p>Matěj Ballo, residing at Kunštátská 1450/4, Řečkovice, 621 00 Brno, born on June 1, 1992;</p> <p>Vojtěch Rujbr, residing at Dunajevského 1582/29, Žabovřesky, 616 00 Brno, born on April 24, 1991;</p> <p>("Founder/s")</p> <p>Current shareholders' structure (including ESOP and convertible debt holders) forms <u>Annex 1</u> attached hereto.</p>
<p>Investor(s)</p>	<p>Czech Founders Ventures s.r.o., ID No.: 17051835, registered seat at Panská 854/2, 110 00 Praha 1;</p> <p>("Lead Investor")</p> <p>Patero s.r.o., ID No.: 03928446, registered seat at Evropská 1723/61, Dejvice, 160 00 Praha 6;</p> <p>("Co-Investor 1");</p> <p>JIC Ventures, s.r.o., ID No.: 04156293, registered seat at Purkyňova 649/127, Medlánky, 612 00 Brno</p> <p>("Co-Investor 2");</p>
<p>Investment</p>	<p>Total size of the investment provided by the Investors is EUR 500.000 ("Investment"), and shall be split among the Investors as follows:</p> <ul style="list-style-type: none"> ● Lead Investor: EUR 200.000 ● Co-Investor 1: EUR 200.000 ● Co-Investor 2: EUR 100.000

	<p>Investment shall be provided in 1 (one) payment within 14 days upon entering into final investment documentation.</p> <p>The Investment will be provided via convertible loan. The Lead Investor's loan shall bear no interest; the loan of both of the Co-Investors shall bear 6% interest rate which shall apply only in case of repayment of the loan, i. e. in case of conversion of the loan, the Co-Investors' loan shall also be interest-free.</p>
<p>Post-Money Valuation Cap</p>	<p>EUR 3.700.000</p>
<p>Conversion, Maturity & Valuation Discount</p>	<p>In the event of a Qualified Financing (new equity financing round amounting to at least EUR 500.000), the loan will be converted into shares in the Company upon the valuation which will be equal to the lesser of 1) the valuation of the Company during the Qualified Financing, discounted by 20%, or 2) the Post-Money Valuation Cap.</p> <p>If a Maturity Date (two years from closing) occurs prior to the Qualified Financing, the outstanding loan will be converted at a valuation equal to the Post-Money Valuation Cap discounted by 20%.</p> <p>If the loan matures due to other reasons (e. g., breach of contract, dissolution), then at each Investor's discretion, 1) the due loan shall be repaid by the Company, or 2) converted at a valuation equal to the Post-Money Valuation Cap discounted by 20%.</p>
<p>Conditions Precedent</p>	<p>1. Satisfactory outcome of legal, technical, IP, commercial, financial and tax due diligence of the Company;</p>

<p>Shares acquired by the Investor</p>	<p>Shares acquired by the Investors upon conversion shall be considered preferred shares and shall be associated with at least following rights:</p> <ol style="list-style-type: none"> 1. Liquidation Preference – 1,0 x the amount of Investment, non-participating; 2. Anti-dilution Protection – broad-based weighted average principle; 3. Right of First Refusal; 4. Pre-emption (pro-rata) right to participate in any subsequent funding rounds of the Company; 5. Tag-along right in case of transfers of shares held by the Founder(s); 6. Drag-along right subject to approval by at least (i) 50 % of votes associated with all shares held by the Founders and (ii) 50 % of votes associated with all shares held by the investors; 7. Reserved Matters – a list of matters listed in Annex 2 attached hereto shall be subject to prior written approval by the Investors' majority determined on a pari passu basis based on their participation on the Investment. <p>In case it is in Investors' interest, The Investors' preferred shares post Qualified Financing shall be associated with the same rights and preferences as the shares obtained by the investors in the Qualified Financing.</p>
<p>ESOP</p>	<p>Within six months after the closing, the Founders shall establish a virtual employee share option plan for the Company's employees granting from 5% to 10% of the Company's shares. This plan shall have no dilutive effect on the Investors.</p>

Founders' Agreement	Upon execution of the Investment, the Founders and the Company shall enter into a Founders' Agreement that will further regulate mutual rights and obligations among them and which shall contain all standard clauses such as Reversed Vesting, Non-Solicitation, Non-Compete, Founders' Dedication, Waiver of IP rights and a Confidentiality clause. If this Term-Sheet stipulates a minimal standard to aforementioned clauses, the Founders' Agreement shall be adopted in a form compliant with such provisions.
Put option	Once the loan converts into shares of the Company, the Investors shall have a right to request the Founder(s) to purchase all the preferred shares held by the Investors for the purchase price amounting to EUR 1.00 (in words: one euro).
Lock-up Period	Founder shall not transfer shares held by him/her in the Company for the minimum period of 2 (two) years following provision of the Investment by the Investors.
Non-solicitation	Each Founder is required to sign a non-solicitation commitment, valid until 2 (two) years from the date he/she ceases to be a shareholder in the Company.
Intellectual Property	The Founders shall assign all relevant intellectual property to the Company for no compensation, or such compensation as required by law.
Information Rights	Investors shall have standard (i) inspection rights and (ii) the right for periodical (monthly) reports submitted by the Company within 15 (fifteen) days of each calendar month on fulfillment of the Key Performance Indicators (KPI) in the preceding calendar month.



Expenses	The Company shall reimburse Lead Investor's legal fees and other expenses capped at EUR 5,000 (plus VAT) within 14 (fourteen) days from closing.
Confidentiality	Each party will keep the existence, the content and the terms of this Term-Sheet, any documents created to effect the proposed transaction, the discussions in relation to the proposed transaction and confidential information relating to, or supplied by, the other party, strictly confidential and, except as required by law, will not disclose them to any person other than members of its group and its and their respective advisers, officers, partners, employees and/or consultants who are involved in the proposed transaction (and then only on the basis that it is treated as strictly confidential).
Exclusivity	The Company and the Founders agree that they shall not solicit, discuss or negotiate offers for the purchase or acquisition of any shares in the Company, including quasi-equity funding offers, for the period of 30 (thirty) days from the date hereof.
Governing Law	Any rights and obligations of the parties related to this Term-Sheet shall be governed by the laws of the Czech Republic. All disputes arising out of or in connection with this Term-Sheet shall be resolved by the general courts of the Czech Republic.
Non-binding effect	Except as provided under the sections " <i>Expenses</i> ", " <i>Confidentiality</i> ", " <i>Exclusivity</i> ", " <i>Non-binding effect</i> " and " <i>Governing Law</i> ", this Term-Sheet is a non-binding document and does not constitute any legally binding obligation nor commitment of



	any nature to enter into any contract with any of the persons or entities referred hereto.
Expiration	This Term-Sheet will expire if not executed by the Company and delivered to the Investor by May 25, 2024 at the latest.

[SIGNATURE PAGE FOLLOWS AFTER THE ANNEXES]



Annex 1 – Cap table

<u>Shareholder</u>	<u>Equity</u>
Matěj Ballo	50 %
Vojtěch Rujbr	50 %



Annex 2 – Reserved Matters

Following decisions of the General Meeting and/or executive director(s) of the Company require prior written consent of the Investor:

- Agree any non-budgeted remuneration for the Founders exceeding 50% of the Founders remuneration approved in the annual Financial Plan;
- Any Change of Control Event prior to the Conversion in case the pre-money valuation of the Company is lower than our investment round;
- Declare or distribute any dividend or share of profit;
- Propose any decision of Company to wind up the Company or change the legal form of the Company or any other conversion of the Company;
- Disposal of any material intellectual property rights as well as conclusion and/or termination of patent, license, know-how, co-operation agreements related to intellectual property;
- Any increase, repay or otherwise vary the Company's registered capital that could alter the rights, preference or privileges of the shareholders;
- Redeem, transfer or pledge any participation interest in the Company (including any own participation interest) excluding any disposal relating to the Conversion Event.
- + reserved matters that might arise from DD process.



SIGNATURE PAGE:

Bratislava
In _____ on 5/20/2024

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Ivan Kristel'

Managing Partner of
Czech Founders Ventures s.r.o.

Brno
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Matěj Ballo

Yedem s.r.o.,
Co-Founder & Executive Director

Brno
In _____ on 5/20/2024

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Vojtěch Rujbr

Yedem s.r.o.,
Co-Founder & Executive Director

Brno
In _____ on 5/20/2024

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Radim Kocourek

JIC Ventures s.r.o.,
Executive Director

Praha
In _____ on 5/22/2024

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David Svatoš

Patero s.r.o.,
Executive Director