
AMENDMENT NO. 2

TO

CONVERTIBLE LOAN AGREEMENT

THE PARTIES:

- (1) **Yedem s.r.o.**, ID No. (IČ): 078 31 901, with its registered seat at Měříčkova 1625/35, Řečkovice, 621 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 110481, email: info@yedem.io (the **"Company"**);
- (2) **Matěj Ballo**, born on June 1, 1992, residing at Kunštátská 1450/4, Řečkovice, 621 00 Brno, Czech Republic, email: matej.ballo@yedem.io (the **"Founder 1"**);
- (3) **Vojtěch Rujbr**, born on April 24, 1991, residing at Dunajevského 1582/29, Žabovřesky, 616 00 Brno, 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., osoba rizikového kapitálu**, ID No. (IČ): 170 51 835, with its registered seat at Salvátorská 931/8, Staré 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"**);

WHEREAS:

- A. The parties entered into the Convertible Loan Agreement on July 8, 2024 (the **"Agreement"**), which set forth the terms and conditions of loans in the aggregate amount of 500.000 EUR, with 200.000 EUR provided by the Lead Investor (the **"Loan 1"**), 200.000 EUR by Co-Investor 1 (the **"Loan 2"**), and 100.000 EUR by Co-Investor 2 (the **"Loan 3"**; the Loan 1 and the Loan 2 collectively as the **"Loans"** or individually as the **"Loan"**).
- B. According to Article 19.5 of the Agreement, the parties may amend the Agreement in writing. On July 17, 2024 the parties entered into an amendment to the Agreement, which set forth new conditions regarding the provision of the Loans. Specifically, they clarified the exchange rate applicable to Co-Investor 2, who wished to provide Loan 3 in CZK instead of EUR, and changed the bank account to which Loan 1 and Loan 2 were to be transferred, as these loans were provided in EUR, while the bank account originally stipulated in the Agreement was denominated in CZK (the **"Amendment No. 1"**).

- C. After the Loans were transferred, the parties learned that the EUR bank account applicable for the provision of Loan 1 and Loan 2, as stipulated in Amendment No. 1, was registered under the name of Founder 1 and not the Company. The parties wish to remedy this situation, and **NOW, THEREFORE, THE PARTIES ENTER** into this Amendment No. 2 to the Agreement as follows (the "**Amendment No. 2**").

1. SUBJECT OF AMENDMENT

- 1.1 The parties acknowledge that while the Founders and the Company initially declared the EUR bank account specified in Amendment No. 1 as belonging to the Company, it is, in fact, owned by Founder 1. This discrepancy shall not be deemed to constitute a material breach of the Agreement or Amendment No. 1, and the Investors hereby waive their rights to claim contractual penalties, withdraw from the Agreement, or pursue any other contractual remedies against the Company or the Founders with regard to this situation, provided that it is remedied in accordance with Articles 1.2 and 1.3 of this Amendment No. 2.
- 1.2 Within three days of signing this Amendment No. 2, the Founder 1 shall transfer the proceeds received from Lead Investor and Co-Investor 1, corresponding to Loan 1 and Loan 2, to the bank account No. 2202934994/2010, IBAN: CZ64 2010 0000 0022 0293 4994, BIC: FIOBCZPPXXX.
- 1.3 The Founders and the Company declare that the bank account specified in clause 1.2 of this Amendment No. 2 is owned by the Company and is denominated in EUR. Upon receipt of the proceeds, the Founders shall provide the Investors with confirmation of the Company's receipt of the payment.

2. FINAL PROVISIONS

- 2.1 All provisions of the Agreement and Amendment No. 1 that have not been expressly changed, cancelled, or amended by this Amendment shall remain in full force and effect.
- 2.2 This Amendment No. 2 is executed in 6 (six) copies in English, each one of which shall be deemed an original. The Lead Investor, the Co-Investor 1, the Co-Investor 2, the Founder 1, the Founder 2 and the Company shall each receive 1 (one) copy of the Amendment No. 2.
- 2.3 This Amendment No. 2 comes into force and effect upon its signing by all contracting parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

In Brno date 8/1/2024

The Company:

DocuSigned by:
Matěj Ballo
396EC847A02C489...

Yedem s.r.o.

Matěj Ballo, Executive Director

In Brno date 8/1/2024

The Founder 1:

DocuSigned by:
Matěj Ballo
396EC847A02C489...

Matěj Ballo

In Brno date 8/4/2024

The Founder 2:

DocuSigned by:
Vojtěch Rujbr
67FA9F26CB3A456...

Vojtěch Rujbr

In Praha date 8/4/2024

The Co-Investor 1:

DocuSigned by:
David Svatoš
22A26C8030B747B...

Patero s.r.o.

David Svatoš, Executive Director

In Bratislava date 8/5/2024

The Lead Investor:

DocuSigned by:
Ivan Kristeř
4F56708336D6420...

Czech Founders Ventures s.r.o.

Ivan Kristeř, Executive Director

In Brno date 8/1/2024

The Co-Investor 2:

DocuSigned by:
Radim Kocourek
8D704CB0BC734F2...

JIC Ventures, s.r.o.

Radim Kocourek, Executive Director