

FOUNDERS' AGREEMENT

concluded between

Matěj Ballo

Vojtěch Rujbr

Yedem s.r.o.

This **FOUNDERS' AGREEMENT** is executed pursuant to Section 1746 of Act No. 89/2012 Coll. the Civil Code as amended (the "**Agreement**")

BETWEEN

- (1) **Matěj Ballo**, born on June 1, 1992, residing at Kunštátská 1450/4, Řečkovice, 621 00 Brno, Czech Republic, email: matej.ballo@yedem.io (hereinafter as the "**Founder 1**");
- (2) **Vojtěch Rujbr**, born on April 24, 1991, residing at Dunajevského 1582/29, Žabovřesky, 616 00 Brno, Czech Republic, email: vojtech.rujbr@yedem.io (hereinafter as the "**Founder 2**");
- (3) **Yedem s.r.o.**, ID No. (IČO): 078 31 901, with 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**") represented by Founder 1;

(all of the above collectively referred to as the "**Parties**" and individually as the "**Party**").

WHEREAS

- (A) The Company was incorporated on February 6, 2019.
- (B) The Company is developing the following product: a smart employee parking and carpooling application (the "**Product**"). The aim and objective of the Parties is to further develop the Product, commercialize the Product, deliver value to customers, invest in employees, deal fairly and ethically with all Company's stakeholders and maximize the value of the ownership interest of all the Founders in the Company for the purpose of selling the Company in a private or capital market.
- (C) Upon entering into this Agreement, the Parties and the Company have entered into a Convertible Loan Agreement with (i) a company **Czech Founders Ventures s.r.o.**, ID No.: 170 51 835, with registered office at Panská 854/2, 110 00 Prague 1, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 365831, (ii) a company **Patero s.r.o.**, ID No. (IČO): 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, and (iii) a company **JIC Ventures s.r.o.**, ID No. (IČO): 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, on the basis of which, Parties are obliged to enter into this Agreement;
- (D) The Parties wish to agree on and codify both their individual and collective rights and obligations in relation (i) to the Company; (ii) among themselves; and (iii) in relation to third parties.

NOW, THEREFORE, THE ABOVE PARTIES HAVE AGREED AS FOLLOWS:

1 Definitions & Interpretation

1.1 In this Agreement:

Bad Leaver has the meaning ascribed to it in Article 3.3.

Business Corporations Act means Act No. 90/2012 Coll. on Commercial Companies and Cooperatives (the Business Corporations Act) as amended.

Business Purpose means the business purpose of the Company, which is primarily the development and operation of the Product.

Confidential Information means the following information:

- (i) information included in the content of the Agreement;
- (ii) information which is marked by any Party as confidential;
- (iii) information concerning business operations, corporate and investment structure of any Party;
- (iv) any non-public information regarding any Party, their trading partners and persons linked to them personally or through property as well as any information regarding the Company's intellectual property or know-how;
- (v) information on the Company's financial and sales results, except for the purposes of negotiating any investment in any of the Company's subsequent funding rounds;
- (vi) information that can be reasonably expected to be regarded as confidential and which any Party becomes aware of while exercising its rights and obligations under the Agreement.

Entitled Founder has the meaning ascribed to it in Article 3.3.

ESOP has the meaning ascribed to it in Article 10.1.

Good Leaver has the meaning ascribed to it in Article 3.4.

Intellectual Property has the meaning ascribed to it in Article 11.1.

Leaving Founder has the meaning ascribed to it in Article 3.3.

Memorandum of Association means the full wording of the Memorandum of Association of the Company valid and effective at the applicable time.

Share means the shareholding interest in the Company or any part of it.

Product has the meaning ascribed to it in preamble letter (B).

Protected Term means 3 (three) years from the date of signing of this Agreement.

- 1.2 Where the context herein requires, the singular number shall be deemed to include the plural, the masculine gender shall include the feminine and neuter genders, and vice versa.

2 Guiding Principles

- 2.1 The Founders shall exercise their rights and duties as shareholders of the Company and otherwise directly or indirectly exercise control over the Company via the Company's management exclusively in accordance with the provisions and principles of this Agreement.
- 2.2 The Founders shall act in compliance with the legitimate interests of the Company and shall not, directly or indirectly (via their representatives or by participating in the Company's management), make any decisions which could significantly deteriorate profitability of the Company's business or its value.
- 2.3 The Founders shall modify or amend the Memorandum of Association, without unnecessary delay (by voting at the General Meeting), whenever the lack of compliance with this Agreement occurs.
- 2.4 The breach of Articles 2.1, 2.2 and 2.3 shall be considered material breach of the Agreement.

3 Reversed Founders' Vesting

- 3.1 Each of the Founders shall personally maintain and actively participate in day-to-day operations of the Company and develop the business activities of the Company with the aim to bring the best value to the Company as practicable regardless in which role the respective Founder acts (e.g., as the Company's executive director on the basis of an executive service agreement).

This obligation does not apply in case of mental or physical inability of the respective Founder to perform this obligation.

- 3.2 80% of the shares held by the Founders, corresponding in total to a registered capital of 8.000 CZK (in words: *eight thousand Czech crowns*), shall be subject to 3 (three) years monthly reversed vesting schedule starting from the date of signing of this Agreement as follows: one thirty-sixth (1/36) of the respective Founder's shareholding shall vest in equal monthly instalments from the date of signing of this Agreement.
- 3.3 If, prior to the lapse of Protected Term, the relationship between any respective Founder (the "**Leaving Founder**") and the Company is terminated (i) by the Leaving Founder for any reason (or without a reason) or (ii) by the Company due to the Leaving Founder's material breach of this Agreement (in particular, but not limited to Article 5 "*Founders' Non-Compete Obligation*" and Article 6 "*Founders' Non-Solicitation Obligation*"), other serious misconduct or gross negligence of the Leaving Founder related to the Company, major offence or a criminal activity committed by the Leaving Founder and/or due to reasons which would be considered as grounds for the Leaving Founder's dismissal under Czech employment law or the Business Corporations Act (the "**Bad Leaver**"), then the Leaving Founder shall be obligated to offer his directly or indirectly owned vested and unvested shares to be sold to the other Founder (the "**Entitled Founder**"). The Entitled Founder shall have the right, but not the obligation, to purchase such shares. The purchase price per share under this Article 3.3 shall be equal to the nominal value of such share, i.e. the purchase price corresponding to the contribution to the Company's registered capital for the share being transferred, according to records contained in the Commercial Register at the time of the transfer of the said share. If the Entitled Founder does not exercise the right to purchase the vested and unvested shares within 1 (one) year upon termination of the relationship between the Leaving Founder and the Company, such shares shall remain the property of the Leaving Founder. The Leaving Founder is obliged to conclude a contract on the reverse transfer of shares to the Entitled Founder within 30 (thirty) days of the Entitled Founder's request.
- 3.4 If, prior to the lapse of Protected Term, the relationship between the Leaving Founder and the Company is terminated (or the Leaving Founder is not devoting a substantial part of his business time and attention to the Company) for any other reasons than the reasons mentioned in Article 3.3 hereto (the "**Good Leaver**"), then the Leaving Founder shall be obligated to offer his directly or indirectly owned unvested shares to be sold to the Entitled Founder, who shall have the right, but not the obligation, to purchase such unvested shares. The purchase price per share under this Article 3.4 shall be equal to the fair market value determined by an independent reputable expert appointed by the Company from among the "Big4" companies (i.e., Ernst & Young, Deloitte, PricewaterhouseCoopers, or KPMG). If the Entitled Founder does not exercise the right to purchase the unvested shares within 1 (one) year upon termination of the relationship between the Leaving Founder and the Company, such shares shall remain the property of the Leaving Founder. The Leaving Founder is obliged to conclude a contract on the reverse transfer of shares to the Entitled Founders within 30 (thirty) days of the Entitled Founders' request.

4 Dedication of the Founders

- 4.1 Each of the Founders shall be obliged, as long as he is a shareholder, executive director, employee, contractor or in similar relationship with the Company to participate full-time in activities forming the business of the Company aimed at the growth and development of the Company.

5 Founders' Non-Compete Obligation

- 5.1 Both Founders hereby undertake that while holding Shares in the Company, such Founder shall, anywhere in the world, whether directly or indirectly and whether for their own or third-person's benefit, be obliged:

- (i) to participate full-time in activities forming the business of the Company aimed at the growth and development of the Company;
- (ii) to comply with the non-compete regulation under Section 199 of the Business Corporations Act and the prohibition of inducing other persons or companies to perform activities that are or will be the same or similar to the Business Purpose; and
- (iii) to not perform other work or other activities that directly or indirectly compete with the Business Purpose without the consent of the general meeting.

If any Founder terminates relationship with the Company in any capacity or ceases to perform employment, office or directorship with the Company, such Founder shall be subject to a covenant not to compete with the Company for a period of 2 years from such termination pursuant to the provisions of Section 199 of the Business Corporations Act and the prohibition of inducing other persons or companies to perform activities that are or will be the same or similar to the business of the Company.

- 5.2 The Company shall ensure that the non-compete clause shall, to the extent permissible by applicable laws, also apply to any employees, collaborators or suppliers of the Company whose know-how acquired in connection with work for the Company may jeopardize the business operations or competitiveness of the Company in the future.
- 5.3 The obligations stipulated in Article 5.1 of the Agreement shall remain effective during each Founder's participation in the Company and 2 years after termination of respective Founder's participation.

6 Founders' Non-Solicitation Obligation

- 6.1 Each of the Founders may not during their relationship with the Company in any capacity including but not limited to performance of employment, office or directorship and for a period of 2 years immediately following the termination of their participation in the Company for any reason, whether with or without good cause or for any or no cause, at the option either of the Company or themselves, with or without notice, hire any employees of the Company, either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees contractors or clients to leave their employment or terminate any business relationship with the Company, or take away such employees, contractors or clients or attempt to solicit, induce, recruit, encourage or take away employees, contractors or clients of the Company, either for themselves or for any other person or entity.

7 Distribution of profits

- 7.1 The Parties hereby agree that the income of the Company and the funds accrued shall be used primarily for the development of the Product and for expansion of Company's business activities in the view to maximize the value of Company for the purpose of selling the Company in a private or capital market.

8 Duration and termination of the Agreement

- 8.1 Unless agreed otherwise, this Agreement remains valid until:
 - 8.1.1 the General Meeting of the Company decides on winding-up of the Company or the Company is wound-up due to any other reason;
 - 8.1.2 there remains only one sole Founder of the Company.
- 8.2 For avoidance of any doubt, the Agreement may not be unilaterally terminated by any Founder, unless expressly provided in the Agreement.
- 8.3 Termination of the Agreement will not void the obligations and claims of the Founders, which in accordance with the Agreement and the applicable legislation, shall continue after the

termination of the Agreement. For avoidance of any doubt, these include, but are not limited to, the confidentiality obligations, non-compete and non-solicitation obligations, monetary claims and claims for damages.

9 Confidentiality

- 9.1 Each of the Parties undertakes to observe the confidentiality of the Confidential Information. The Confidential Information may be used solely for the purpose of fulfilling the obligations under the Agreement and the Parties may not distribute, provide, make available to third parties or use for itself the Confidential Information contrary to the purpose of the Agreement.
- 9.2 Each of the Parties shall make every effort to prevent the use or disclosure by or to any person of any of the Confidential Information which comes to the knowledge of the Party during the duration of the Agreement.
- 9.3 Without granting any right or license, each of the Parties may disclose Confidential Information if and to the extent that such information:
- 9.3.1 is provided to employees of any of the Parties and persons acting for the benefit of a Party (e.g. attorneys, auditors, experts or persons whose activity is necessary for the fulfilment by the Party of any obligation related to this Agreement) with a legitimate need-to-know in order to fulfil their tasks in performing this Agreement on condition that the respective Party clearly ensures that the above persons comply with the obligation to maintain the confidentiality of Confidential Information to the extent set out in this Agreement;
 - 9.3.2 was disclosed with the prior written consent of the Party concerned;
 - 9.3.3 is (through no improper action or inaction by the disclosing Party or any of its affiliate, agent, consultant or employee) generally available to the public;
 - 9.3.4 was in possession or known prior to becoming the Party under the Agreement;
 - 9.3.5 was rightfully disclosed by a third party without restriction, provided the disclosing Party complies with any restrictions imposed by the third party;
 - 9.3.6 is required by court order, provided the disclosing Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the other Party to participate in the proceeding.
- 9.4 If, considering the nature of the information concerned, it is not clear whether the information is Confidential Information, the Party providing such information must designate it as Confidential Information or otherwise notify the other Parties in a suitable manner that such information shall be treated as Confidential Information.
- 9.5 The Parties hereby agree not to take any action which is intended, or would reasonably be expected, to harm the reputation of the Company or which would reasonably be expected to lead to unwanted or unfavourable publicity to the Company.

10 ESOP

- 10.1 Both Founders hereby represent that they are seeking to hire qualified experts for the Company in order to maximise the value of the Company. For this purpose, the Founders agree to establish an employee share option plan of the Company (the “**ESOP**”) for granting in total 10% of the Company's shares (determined as of the date of signing hereof), which shall be transferred to the Company's key personnel, managers or service providers participating in the ESOP. Both shall contribute their shares in the ESOP pro-rata relative to the size of their shareholding interest in the Company.

- 10.2 The ESOP pool has not yet been allocated to its individual participants. The Parties agree that the ESOP may be structured so that the participants receive virtual (phantom) shares and not actual shareholding interest in the Company.
- 10.3 The ESOP shall be administered by the Company pursuant to the terms and conditions of the ESOP that shall be determined by the Company.

11 Intellectual Property Rights

- 11.1 The Company hereby represents and warrants that the Company owns or legally possesses all intellectual property rights (if any) that can be used 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**").
- 11.2 The Founders hereby exclusively, entirely and irrevocably assign to the Company all subjects of Intellectual Property that relate in any way to the business operations of the Company and the Product and of which they are the authors and waive their right to any potential extraordinary or additional remuneration with respect to such Intellectual Property. The Founders and the Company used and shall use in developing the Product 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 its intellectual property or the monetization of the Product.
- 11.3 The Founders and the Company shall ensure that all employees or other collaborators of the Company participating in the development of the Product shall enter with the Company into an agreement explicitly setting out that all intellectual property and related proprietary rights created in connection with work for the Company (i.e., all rights that are permitted by the law of the Czech Republic to be transferred and/or the exercise of which may be assigned) belong and shall continue to belong exclusively and entirely to the Company.
- 11.4 The Founders undertake to enter with the Company into an agreement explicitly setting out that all intellectual property and related proprietary rights created by them in connection with work for the Company (i.e., all rights that are permitted by the law of the Czech Republic to be transferred and/or the exercise of which may be assigned) belong and shall continue to belong exclusively and entirely to the Company.

12 Notices

- 12.1 Any notices, communications, requests, claims or messages under the Agreement in writing must be delivered to the address of the Party listed in the Agreement title either (i) personally, (ii) by registered mail, or (iii) by e-mail to the addresses shown on the title page hereof or to any other address that the respective Party may notify to the other Party.
- 12.2 A notice or other communication shall be deemed to be duly effective when:
 - 12.2.1 received personally by the Party;
 - 12.2.2 successfully sent via correct e-mail address to the Party;
 - 12.2.3 posted for ten (10) days at the receiving postal office; or
 - 12.2.4 the Party mistreated or denied the delivery.
- 12.3 If more than one day can be considered to be the day of the delivery under the above rules, the day of effective delivery shall be the earlier day.

13 Miscellaneous

- 13.1 This Agreement shall become valid and effective as of the date stated on the last page of the Agreement upon signing.

- 13.2 Unless expressly set out otherwise in this Agreement, none of the Parties shall have the right to transfer or otherwise assign its rights and obligations arising out of this Agreement to any third person without the prior written consent of the other Parties.
- 13.3 The Agreement has been made in the English language. Any amendments to the Agreement must be made in writing. The Agreement may be executed (either by autographic signature or by the parties applying their signature by some mechanical or other means) in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same Agreement. The exchange of a fully executed (either by autographic signature or by the Parties applying their signature by some mechanical or other means) version of this Agreement (in counterparts or otherwise) by electronic transmission in PDF format or otherwise shall be sufficient to bind the parties to the terms and conditions of this Agreement and no exchange of originals is necessary.
- 13.4 For the avoidance of any doubt, the Parties represent that this Agreement has not been concluded as a contract of adhesion and therefore, for the avoidance of any doubt, the Parties agree that Sections 1799 and 1800 of the Civil Code shall not apply to the relationships based on this Agreement.
- 13.5 The Parties represent that they have negotiated the Agreement together and therefore, if the terms contained herein are open to different interpretation, they cannot be interpreted to the detriment of any of the Parties.
- 13.6 The Parties agree that in connection with this Agreement and the negotiation thereof they cannot rely upon the provisions of Sections 1728 and 1729 of the Civil Code and that those provisions shall not apply to this Agreement and to any relationships connected therewith, including non-contractual obligations.
- 13.7 None of the obligations set out in this Agreement is a fixed obligation within the meaning of Section 1980 of the Civil Code.
- 13.8 The provisions of Sections 1793 and 1796 of the Civil Code shall not apply to the legal relationships arising out of this Agreement within the meaning of Section 1797 of the Civil Code.
- 13.9 Unless otherwise expressly agreed by the Parties in this Agreement, each Party (as a potentially affected party) assumes the risk of changing circumstances within the meaning of Section 1765 (2) of the Civil Code. The provisions of Sections 1765 (1) and 1766 of the Civil Code shall not apply to the relationships between the Parties established by or connected with this Agreement.
- 13.10 The Agreement shall be governed by and shall be construed in accordance with the laws of the Czech Republic mainly by the Civil Code and the Business Corporations Act. The Parties agree that business practices shall not take precedence over any statutory provisions including those statutory provisions that do not have coercive effects. All claims and disputes arising under or relating to the Agreement are to be settled by the general courts of the Czech Republic.
- 13.11 If at any time any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable within the meaning of the original intentions of the Parties.
- 13.12 In the event of a conflict between the provisions of the Agreement and the provisions of the Memorandum of Association, unless otherwise agreed in the Agreement, the provisions of the Agreement shall prevail, subject to the applicable law.
- 13.13 The headings of the various clauses of the Agreement have been inserted only for the purposes of convenience; such headings are not part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions stated herein.

13.14 This Agreement is executed in 3 (in words: three) copies in the English language, each one of which shall be deemed an original. Each of the Parties shall receive 1 (one) copy of the Agreement.

The Parties acknowledge that they have read this Agreement and agree with its content, in witness whereof they attach their signatures below.

[SIGNATURE PAGE FOLLOWS]

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

In Brno date 7/5/2024

The Founder 1:

The Founder 2:

DocuSigned by:
Matěj Ballo
396EC847A02C489...

Matěj Ballo

DocuSigned by:
Vojtěch Rujbr
67FA9F26CB3A456...

Vojtěch Rujbr