

SHAREHOLDERS' AGREEMENT

FOR

VESTBERRY HOLDING, J. S. A.

among

Marek Zámečník

Matej Pavlanský

Ján Káčer

as Founders

and

KB-SOFT HOLDING LIMITED

Haflo AB

JKVH, s. r. o.

Joanne Chia Jhet-Li

JK Investment, s. r. o.

Osühing Bonner Systems

as Co-owners

and

Andrej Kiska

DEBRIS, s.r.o.

František Krivda

AGROSPRA spol. s r.o.

SORITA PLUS, s. r. o.

CB Growth ONE s. r. o.

Vision Ventures Growth I, s. r. o.

Igor Strečko

as **Round B Investors**

and

SLSP Seed Starter, s.r.o.

Venture to Future Fund, a.s.

as **New Investors**

dated 08 April 2024

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THE PARTIES AGREED to enter into this Shareholders' Agreement (the "**Agreement**") pursuant to Section 66c of the Commercial Code, as follows:

- (1) **Marek Zámečník**, [REDACTED] (the "**Founder 1**");
- (2) **Matej Pavlanský**, [REDACTED] (the "**Founder 2**");
- (3) **Ján Káčer**, [REDACTED] (the "**Founder 3**" and jointly with the Founder 1, Founder 2 and Founder 3 as the "**Founders**");
- (4) **KB-SOFT HOLDING LIMITED**, a company incorporated and existing under the laws of the Cyprus, with its registered office at Alekou Konstantinou 56, 2024 Strovolos, Nicosia, Cyprus, identification No. 22003618, registered in the Ministry of Energy, Commerce and Industry Department of Registrar of Companies and Intellectual Property Nicosia, (the "**Co-owner A**" and the "**Round B Investor 1**");
- (5) **Haflo AB**, a company incorporated and existing under the laws of the Sweden, with its registered office at Västra Trädgårdsgatan 15, 11153 Stockholm, Sweden, identification No. 22003620, registered in the Swedish Companies Registration Office, (the "**Co-owner B**" and the "**Round B Investor 2**");
- (6) **JKVH, s. r. o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Staré Grunty 16, 841 04 Bratislava – mestská časť Karlova Ves, Slovak Republic, identification No. 53 800 851, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 152884/B (the "**Co-owner C**");
- (7) **Joanne Chia Jhet-Li**, [REDACTED] (the "**Co-owner D**");
- (8) **JK Investment, s. r. o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Zámocká 34, 811 01 Bratislava, Slovak Republic, identification No. 47 166 479, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 89559/B (the "**Co-owner E**");
- (9) **Osaühing Bonner Systems**, a company incorporated and existing under the laws of the Estonia, with its registered office at Roosikrantsi 2-149, 10119 Tallinn, Estonia, identification No. 10981045, registered in the Tartu County Court Registration Department (the "**Co-owner F**" and jointly with the Co-owner A, Co-owner B, Co-owner C, Co-owner D, Co-owner E, as the "**Co-owners**" and individually as a "Co-owner");
- (10) **Andrej Kiska**, [REDACTED] (the "**Round B Investor 3**");
- (11) **DEBRIS, s.r.o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Mateja Bela 8, 811 06 Bratislava, Slovak Republic, identification No. 36 713 911, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 43712/B (the "**Round B Investor 4**");
- (12) **František Krivda**, [REDACTED] (the "**Round B Investor 5**");
- (13) **AGROSPRA spol. s r.o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Čermchová 2E, Bratislava - mestská časť Nové Mesto 831 01, Slovak Republic, identification No. 35 714 301, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 14345/B (the "**Round B Investor 6**");
- (14) **SORITA PLUS, s. r. o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Na hrádzi 8, Bratislava 851 10, Slovak Republic, identification No. 47 688 777, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 98396/B (the "**Round B Investor 7**");

- (15) **CB Growth ONE s. r. o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Staromestská 3, Bratislava – mestská časť Staré mesto 811 03, Slovak Republic, identification No. 52 656 136, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 140835/B (the “**Round B Investor 8**”);
- (16) **Vision Ventures Growth I, s. r. o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Bottova 2A, Bratislava – mestská časť Staré mesto 811 09, Slovak Republic, identification No. 52 656 438, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 140747/B (the “**Round B Investor 9**”);
- (17) **Igor Strečko** [REDACTED] (the “**Round B Investor 10**” and jointly with the Round B Investor 1, Round B Investor 2, Round B Investor 3, Round B Investor 4, Round B Investor 5, Round B Investor 6, Round B Investor 7, Round B Investor 8, and Round B Investor 9 as the “**Round B Investors**” and individually as a “**Round B Investor**”);
- (18) **SLSP Seed Starter, s.r.o.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Tomášikova 48, 831 04 Bratislava - mestská časť Nové Mesto, Slovak Republic, identification No. 54 736 196, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sro, Insert No.: 162970/B (the “**Lead Investor**”);
- (19) **Venture to Future Fund, a.s.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Grösslingová 44, 811 09 Bratislava - mestská časť Staré Mesto, Slovak Republic, identification No. 52 380 483, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sa, Insert No.: 6938/B (the “**Investor**” and jointly with the Lead Investor as the “**New Investors**” and individually as a “**New Investor**”);

(the Founders, the Co-owners, the Round B Investors, and the New Investors referred to also as the “**Shareholders**” and individually as a “**Shareholder**”)

- (20) **Vestberry Holding, j. s. a.**, a company incorporated and existing under the laws of the Slovak Republic, with its registered office at Staromestská 3, 811 03 Bratislava - mestská časť Staré Mesto, Slovak Republic, identification No. 54 903 742, registered in the Commercial Register of Municipal Court Bratislava III, Section: Sja, Insert No.: 238/B (the “**Company**”),

(the Founders, the Co-owners, the Round B Investors, the New Investors and the Company referred to also as the “**Parties**” and individually as a “**Party**”).

WHEREAS:

- (A) The Company is the Sole Shareholder of the Subsidiary;
- (B) The Company and the Subsidiary have been developing and operating a B2B SaaS portfolio intelligence platform named “Vestberry”, comprising of a unique technology enabling better and faster investment decisions thanks to streamlined internal processes and data clarity powered by platform (the “**Product**”). The Company wishes to further develop and market the Product in accordance with this Agreement;
- (C) The Company and the Founders wish to obtain funding from the New Investors to further commercialise the Product, maximise the value of shareholding interests of all Shareholders;
- (D) Together with the New Investors, the Round B Investors shall convert and acquire the Shares in accordance with this Agreement;
- (E) The Shareholders are shareholders of the Company as detailed in [REDACTED] (*Cap Table*) with a breakup before the Closing Date, following a receipt of and following the Closing Date; and
- (F) The Parties hereby enter into this Agreement for the purpose of agreement on terms regulating in particular (i) relations among the Shareholders in connection with the Company’s governance, (ii) voting on certain questions at the Company’s general meeting and (iii) sale or assignment of the Shareholders’ participation in the Company and conditions for departure of the Shareholders from the Company.

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SCHEDULE 8

DRAFT ACCESSION AGREEMENT

THIS ACCESSION TO THE SHAREHOLDERS' AGREEMENT is made on [•] by the following person:

[NEW PARTY] (the *New Party*)

WHEREAS:

(A) On [•] the persons in the schedule to this Accession Agreement entered into a shareholders' agreement governing their relationships as shareholders in [COMPANY] (the *Company*) and establishing the manner in which the affairs of the Company would be conducted (such agreement being as amended, supplemented or novated from time to time) (the *Shareholders' Agreement*).

(B) By a transfer of shares [subscription to a new contribution to the registered capital] dated [•], [•] transferred to the New Party [•] shares in the Company.

(C) This Accession Agreement is entered into in compliance with the terms of clause [4.5.6] of the Shareholders' Agreement.

NOW THIS ACCESSION AGREEMENT WITNESSES as follows:

1. Words and expressions defined in the Shareholders' Agreement shall, unless the context otherwise requires, have the same meanings when used in this Accession Agreement.

2. The New Party shall be deemed to be a [Founder/Round A Investor/Co-owner/Round B Investor] under the provisions of the Shareholders' Agreement and hereby undertakes with (a) the Company and each of the other persons in the schedule to this Accession Agreement and (b) each such other person who may from time to time expressly adhere to the Shareholders' Agreement, to be bound by and comply in all respects with the Shareholders' Agreement, and to assume the benefits of the Shareholders' Agreement, as if the New Party had executed the Shareholders' Agreement and was named as a Party to it.

3. [The New Party shall be responsible for the performance of the relevant Founder on the same terms as was the responsibility of the Founder from which the New Party acquired the shares in the Company.]

4. The New Party hereby represents, warrants and undertakes to the Company and to each of the other Shareholders (and each other person who may from time to time expressly adhere to the Shareholders' Agreement) in the terms set out in clause [10] of the Shareholders' Agreement, but so that such representations, warranties and undertakings shall be deemed to be given on the date of this Accession Agreement and shall be deemed to refer to this Accession Agreement as well as the Shareholders' Agreement.

5. For the purpose of the Shareholders' Agreement, the New Party's address for notices shall be as follows:

Address:

To the attention of:

6. This Accession Agreement shall be governed by and construed in accordance with Slovak law.

IN WITNESS WHEREOF this Accession Agreement has been duly executed the day and year first above written.

On behalf of the New Party:)

[•])

SIGNATURE PAGE

In Bratislava on 08 April 2024

Founder 1:

Marek Zámečník

Founder 2:

Matej Pavlanský

Founder 3:

Ján Káčer

Co-owner A (Round B Investor 1):

KB-SOFT HOLDING LIMITED

Marek Zámečník, based on power of attorney

Co-owner C:

JKVH, s. r. o.

Ján Kmeťko, Executive Director

Co-owner E:

JK Investment, s. r. o.

Marek Zámečník, based on power of attorney

Round B Investor 3:

Co-owner B (Round B Investor 2):

Haflo AB

Marek Zámečník, based on power of attorney

Co-owner D:

Joanne Chia Jhet-Li

Marek Zámečník, based on power of attorney

Co-owner F:

Osäuhing Bonner Systems

Marek Zámečník, based on power of attorney

Round B Investor 4:

Andrej Kiska

Marek Zámečník, based on power of attorney

Round B Investor 5:

František Krivda

Marek Zámečník, based on power of attorney

Round B Investor 7:

SORITA PLUS, s. r. o.

Marek Zámečník, based on power of attorney

Round B Investor 9:

Vision Ventures Growth I, s. r. o.

Ing. Gabriel Horváth, Executive Director

DEBRIS, s.r.o.

Marek Zámečník, based on power of attorney

Round B Investor 6:

AGROSPRA spol. s r.o.

Marek Zámečník, based on power of attorney

Round B Investor 8:

CB Growth ONE s. r. o.

represented by CB Investment Management s. r. o.
based on power of attorney

Michal Nešpor, Executive Director of CB Investment
Management s. r. o.

Round B Investor 8:

CB Growth ONE s. r. o.

represented by CB Investment Management s. r. o.
based on power of attorney

Daniel Gašpar, Executive Director of CB Investment
Management s. r. o.

Round B Investor 10:

Igor Strečko

Marek Zámečník, based on power of attorney

Lead Investor:

SLSP Seed Starter, s.r.o.

Name: Ing. Michal Vanovčan

Position: Executive Director

Lead Investor:

Investor:

Venture to Future Fund, a.s.

Name: Ing. Martin Banský

Position: Vice-Chairman of the Board of Directors

SLSP Seed Starter, s.r.o.

Name: Ing. Rastislav Blažej

Position: Executive Director

Company:

Investor:

Vestberry Holding, j. s. a.

Name: Marek Zámečník

Position: Member of the Board

Venture to Future Fund, a.s.

Name: Ing. Miriama Hanout

Position: Member of the Board of Directors