

CONVERTIBLE LOAN AND INVESTMENT AGREEMENT

THE PARTIES:

- 1) **Antivirus s.r.o.**, a limited liability company duly incorporated under the laws of the Czech Republic, with its registered office at Inovační 122, Hodkovice, 252 41 Zlatníky-Hodkovice, ID No.: 088 72 848, registered in the Commercial Registry maintained by the Municipal Court in Prague under the file No. C 325903

(the “**Company**”)

and

- 2) **Jiří Paták**, [REDACTED]

(“**Founder 1**”)

and

- 3) **Lukáš Vršecký**, [REDACTED]

(“**Founder 2**” and together with Founder 1 also as the “**Founders**”)

and

- 4) **Venture to Future Fund, a.s.**, a joint-stock company duly incorporated under the laws of the Slovak Republic, with its registered office at Grösslingová 44, Bratislava - Staré Mesto 811 09, ID No.: 52 380 483, registered in the Commercial Registry maintained by the Municipal Court Bratislava III, Section: Sa, File No.: 6938/B

(the “**VFF Investor**”)

and

- 5) **Michal Mundl**, [REDACTED]

(“**Co-Investor 1**”)

and

- 6) **Marek Mach**, [REDACTED]

(“**Co-Investor 2**” and together with Co-Investor 1 also as the “**Co-Investors**”; the VFF Investor together with the Co-Investors also as the “**Seed Investors**”)

and

- 7) **Lighthouse Seed Fund**, a special limited partnership (société en commandite spéciale) duly incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 1, rue Côte d'Eich, L-1450, Luxembourg, Grand Duchy of Luxembourg, Reg No.: B230436 (registered with the Luxembourg Register of Trade and Companies), represented by Lighthouse Ventures GP s.r.o., ID No.: 07500912, Evropská 2758/11, Dejvice, 160 00 Praha 6, File No. C 302063, Municipal court Prague

(“**Previous Investor 1**”)

and

- 8) **Patron venture capital s.r.o.**, a limited liability company duly incorporated under the laws of the Czech Republic, with its registered office at Karmelitská 379/18, Malá Strana, 118 00 Prague 1, ID No.: 109 85 760, registered in the Commercial Registry maintained by the Municipal Court in Prague under the file No. C 351843

(“**Previous Investor 2**”)

and

- 9) **Ory Weihs**, [REDACTED]

(“**Previous Investor 3**” and together with Previous Investor 1 and Previous Investor 2 also as the “**Previous Investors**”; the Seed Investors and the Previous Investors together also as the “**Investors**”)

and

- 10) **PatronGO SK s.r.o.**, a limited liability company duly incorporated under the laws of the Slovak Republic, with its registered office at Františkánska 17, Trnava 917 01, ID No.: 54 283 256, registered in the Commercial Registry maintained by the District (*Okresný*) Court Trnava, Section: Sro, File No.: 50587/T

(“**Subsidiary 1**”)

and

- 11) **PatronGO PL spółka z ograniczona odpowiedzialnoscia**, a limited liability company duly incorporated under the laws of Poland, with its registered office at Swiety Marcin 11/8, 61-803 Poznan, ID No.: 00 00 943 190, registered in the register of entrepreneurs of the National Court Register maintained by the District Court Poznan under KRS number: 00 00 943 190

(“**Subsidiary 2**” and together with the Subsidiary 1 also as the “**Subsidiaries**”)

(the Company, the Founders, the Investors and the Subsidiaries jointly as “**Parties**” and individually as the “**Party**”).

WHEREAS

- (A) the Seed Investors (acting each individually) wish to provide financial funds to the Company in a form of the convertible loan which shall be converted into the preferred (*in Czech: zvláštní*) shares in the Company or repaid to the Seed Investors under the terms and conditions stipulated hereinbelow;
- (B) the Parties intend to stipulate some corporate governance matters in the Company upon the investment from the Seed Investors and other rights and obligations concerning the Parties’ co-existence within the Company;

the Parties enter into this Convertible Loan and Investment Agreement (the “**Agreement**”) pursuant to Section 1746 (2) and Section 2395 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended:

1. DEFINITIONS AND ABBREVIATIONS

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The Agreement itself is divided into three main parts:

- A. **CONVERTIBLE LOAN (Articles 2. to 6. herein)** – where the rules and principles regarding provision of the Investment and its conversion or repayment are stated;
- B. **FURTHER RIGHTS AND OBLIGATIONS OF THE PARTIES (Articles 7. to 11. herein)** – where the details of the Supervisory Board update, Reserved Matters implementation, commitment of the Founders and information rights of Investors are stated as well as further rights guaranteed to be connected with the New Preferred Shares in the SHA; and
- C. **COMMON PROVISIONS (Articles 12. to 17. herein)** – where common provisions with respect to the whole Agreement and relationship of the Parties such as confidentiality or term and termination of the Agreement are agreed.

A. CONVERTIBLE LOAN

2. INVESTMENT

2.1. Subject to the terms and conditions of this Agreement, the Seed Investors hereby make available to the Company the convertible loan in an aggregate amount up to **EUR 1,000,000** (the “**Loan**” or the “**Investment**”) and undertake to provide the Company with the Investment upon fulfilment of the terms and conditions stated herein below, and the Company hereby irrevocably requires provision of the Loan by the Seed Investors and undertakes to repay the Loan (or actually provided part thereof) and the Interest to the Seed Investors or, to provide all necessary legal steps to ensure that the Investment (or actually provided part thereof) and the Interest, will be converted into New Preferred Shares representing shareholding interests in the Company, as the case may be based upon terms and conditions stated herein.

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Use of the Investment

- 2.15. The proceeds of the Investment shall be used by the Company for the purpose of budget fulfilment which is prepared in accordance with the Business Plan (based on the Main Business) which has been approved by all Investors by entering into this Agreement.
- 2.16. The VFF Investor's part of the Investment shall be also used in accordance with the Regulatory Covenants. If the VFF Investor learns prior the provision of its portion of the Second Tranche that its portion of the provided First Tranche has been used by the Company in breach of the Regulatory Covenants and announces such breach in writing to the Company with reasonable description of such breach, the VFF Investor shall not be obliged to provide its portion of the Second Tranche, notwithstanding the foregoing.

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16. TERM AND TERMINATION

16.1. This Agreement comes into force upon its signing by all Parties unless stated otherwise herein in specific cases and effective on the day following its publication in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic pursuant to section 47a of the Slovak Act No. 40/1964 Coll. the Civil Code. The VFF Investor is obliged to publish the Agreement without undue delay after its signing.

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17.9. An integral part of this Agreement are the following annexes:

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In _____ on _____

on behalf of **Antivirus s.r.o.**

In _____ on _____

Founder 1

Jiří Paták, Executive Director

Jiří Paták

In _____ on _____

Founder 2

Lukáš Vršecký

In _____ on _____

on behalf of **Venture to Future Fund, a.s.**

In _____ on _____

on behalf of **Venture to Future Fund, a.s.**

Matej Říha, Chairman of the Board of Directors

Martin Banský, Vice-chairman of the Board of Directors

In _____ on _____

Co-Investor 1

In _____ on _____

Co-Investor 2

Michal Mundl

Marek Mach

In _____ on _____

on behalf of **Lighthouse Seed Fund, a special limited partnership (société en commandite spéciale)**

Michal Zálešák, Executive Director of
Lighthouse Ventures GP s.r.o.

In _____ on _____

Previous Investor 3

Ory Weihs

In _____ on _____

on behalf of **PatronGO PL spółka z ograniczona odpowiedzialnoscia**

Lukáš Vršecký, Dxecutive Director

In _____ on _____

on behalf of **Patron venture capital s.r.o.**

Jaroslav Ton, Executive Director

In _____ on _____

on behalf of **PatronGO SK s.r.o.**

Lukáš Vršecký, Executive Director

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 - [REDACTED]

[REDACTED]

- [REDACTED]
 - [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

Annex No. 7 – Side Letter

SIDE LETTER

THE PARTIES:

- 1) **Antivirus s.r.o.**, a limited liability company duly incorporated under the laws of the Czech Republic, with its registered office at Inovační 122, Hodkovice, 252 41 Zlatníky-Hodkovice, ID No.: 088 72 848, registered in the Commercial Registry maintained by the Municipal Court in Prague under the file No. C 325903

(the “**Company**”)

and

- 2) **Jiří Paták**, [REDACTED] [REDACTED] [REDACTED]

(“**Founder 1**”)

and

- 3) **Lukáš Vršecký**, [REDACTED] [REDACTED] [REDACTED]

(“**Founder 2**” and together with Founder 1 also as the “**Founders**”)

and

- 4) **Venture to Future Fund, a.s.**, a joint-stock company duly incorporated under the laws of the Slovak Republic, with its registered office at Grösslingová 44, Bratislava - Staré Mesto 811 09, ID No.: 52 380 483, registered in the Commercial Registry maintained by the Municipal Court Bratislava III, Section: Sa, File No.: 6938/B

(the “**VFF Investor**”)

and

- 5) **Michal Mundl**, [REDACTED] [REDACTED] [REDACTED]

(“**Co-Investor 1**”)

and

- 6) **Marek Mach**, [REDACTED] [REDACTED] [REDACTED]

(“**Co-Investor 2**” and together with Co-Investor 1 also as the “**Co-Investors**”; the VFF Investor together with the Co-Investors also as the “**Seed Investors**”)

and

- 7) **Lighthouse Seed Fund**, a special limited partnership (société en commandite spéciale) duly incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 1, rue Côte d'Eich, L-1450, Luxembourg, Grand Duchy of Luxembourg, Reg No.: B230436 (registered with the Luxembourg Register of Trade and Companies), represented by Lighthouse Ventures GP s.r.o., ID No.: 07500912, Evropská 2758/11, Dejvice, 160 00 Praha 6, File No. C 302063, Municipal court Prague

(“**Previous Investor 1**”)

and

- 8) **Patron venture capital s.r.o.**, a limited liability company duly incorporated under the laws of the Czech Republic, with its registered office at Karmelitská 379/18, Malá Strana, 118 00 Prague 1, ID No.: 109 85 760, registered in the Commercial Registry maintained by the Municipal Court in Prague under the file No. C 351843

(“**Previous Investor 2**”)

and

- 9) **Ory Weihs**, [REDACTED]

(“**Previous Investor 3**” and together with Previous Investor 1 and Previous Investor 2 also as the “**Previous Investors**”; the Seed Investors and the Previous Investors together also as the “**Investors**”)

and

- 10) **PatronGO SK s.r.o.**, a limited liability company duly incorporated under the laws of the Slovak Republic, with its registered office at Františkánska 17, Trnava 917 01, ID No.: 54 283 256, registered in the Commercial Registry maintained by the District (*Okresný*) Court Trnava, Section: Sro, File No.: 50587/T

(“**Subsidiary 1**”)

and

- 11) **PatronGO PL spółka z ograniczona odpowiedzialnoscia**, a limited liability company duly incorporated under the laws of Poland, with its registered office at Swiety Marcin 11/8, 61-803 Poznan, ID No.: 00 00 943 190, registered in the register of entrepreneurs of the National Court Register maintained by the District Court Poznan under KRS number: 00 00 943 190

(“**Subsidiary 2**” and together with the Subsidiary 1 also as the “**Subsidiaries**”)

(the Company, the Founders, the Investors and the Subsidiaries jointly as “**Parties**” and individually as the “**Party**”).

WHEREAS

- (A) the Parties have concluded the Convertible Loan and Investment Agreement as of the date of the execution of this Side Letter (the “**CLA**”). Based on the CLA, the Seed Investors intend to provide financial funds to the Company in the form of a convertible loan under the terms and conditions stipulated in the CLA;

- (B) in accordance with the CLA, the Seed Investors will provide the Company with an investment [REDACTED]

- (C) the Parties have decided to enter into this Side Letter in order to [REDACTED]

- (D) the Parties hereby confirm that the terms used in this Side Letter with the first letter capitalized have the same meanings as stated in the CLA.

■ [Redacted]

■ [Redacted]
[Redacted]
[Redacted]

■ [Redacted]
[Redacted]
[Redacted] [Redacted]
[Redacted]

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[Redacted]
[Redacted]

■ [Redacted]
[Redacted]
[Redacted]

■ [Redacted]
[Redacted]

[Signature page follows]

[Signature page]

In _____ on _____

on behalf of **Antivirus s.r.o.**

In _____ on _____

Founder 1

Jiří Paták, executive director

Jiří Paták

In _____ on _____

Founder 2

Lukáš Vršecký

In _____ on _____

on behalf of **Venture to Future Fund, a.s.**

In _____ on _____

on behalf of **Venture to Future Fund, a.s.**

Matej Říha, Chairman of the Board of
Directors

Martin Banský, Vice-chairman of the Board
of Directors

In _____ on _____

In _____ on _____

Co-Investor 1

Co-Investor 2

Michal Mundl

Marek Mach

In _____ on _____

In _____ on _____

on behalf of **Lighthouse Seed Fund, a special limited partnership (société en commandite spéciale)**

on behalf of **Patron venture capital s.r.o.**

Michal Zálešák, executive director of
Lighthouse Ventures GP s.r.o.

Jaroslav Ton, executive director

In _____ on _____

In _____ on _____

Previous Investor 3

on behalf of **PatronGO SK s.r.o.**

Ory Weihs

Lukáš Vršecký, executive director

In _____ on _____

on behalf of **PatronGO PL spółka z
organizowana odpowiedzialnoscia**

Lukáš Vršecký, executive director