

This **CONVERTIBLE LOAN AGREEMENT** (the “**Agreement**”) is concluded by and between:

- i. **SuperScale s. r. o.**, a company organized and existing under the laws of Slovakia, with its seat at Bottova 2/A, Bratislava, Slovakia company number 47523697 (the “**Borrower**” or “**Company**”);
- ii. **Ivan Trančík**, residing [REDACTED] Slovak Republic (the “**Founder**”)
- iii. **Innistrad s. r. o.**, with its registered office at Zálužická 100/1, 821 01 Bratislava, Slovak Republic, registered in the Commercial Register maintained by Bratislava III Municipal Court, Section: Sro, Insert No.: 138558/B, identification No. (IČO): 52 442 608 (the “**Founder’s Company**” or “**Co-borrower**”)
- iv. **Venture to Future Fund, a.s.**, a joint stock company (akciová spoločnosť) incorporated under the Slovak laws with registered office at Grösslingová 44, Bratislava - mestská časť Staré Mesto 811 09, identification No. (IČO): 52 380 483, registered in the Commercial Registry of Bratislava III Municipal Court, section Sa, insert No. 6938/B (the “**Investor 1**”);
- v. **Level-Up I (SCA) RAIF**, having its registered office located at 24 rue Astrid, L-1143 Luxemburg, Grand Duchy of Luxemburg, registered with the Luxembourg Trade and Companies Registrar under registration number B197516 (the “**Investor 2**”); and
- vi. **Borovicka Capital s.r.o.**, a limited liability company (*spoločnosť s ručením obmedzeným*) organized and existing under the laws of the Czech Republic, having its corporate seat in the Czech Republic and its registered seat at Brejtkova 709/17, 186 00 Prague, company ID. No. 19966784, registered with the Commercial Register of the Municipal Court in Prague, file number C 394773/MSPH (the “**Investor 3**”); and
- vii. **Igor Strečko**, residing [REDACTED], Slovak Republic (the “**Investor 4**”); and
- viii. **Nimblebit LLC**, a limited liability company, with its seat at 10715 TIERRASANTA BLVD STE A SAN DIEGO, CA 92124, California, United States, Company ID: 200905410021 (the “**Investor 5**”); and
- ix. **Across Crowd 2, družstvo**, with its registered office at Jelenia 3131/1, 811 05 Bratislava - mestská časť Staré Mesto, Slovak Republic, identification No. (IČO): 55 060 986, registered in the Commercial Register maintained by Bratislava III Municipal Court, Section: Dr, Insert No.: 840/B (the “**Investor 6**”)

(Investor 1, Investor 2, Investor 3, Investor 4, Investor 5 and Investor 6 are jointly referred to as the “**Investors**”); (each of the above individually as the “**Party**” and all collectively as the “**Parties**”)

**WHEREAS:**

- a. The Company seeks funding as a “bridge” to reach operating profitability in 2024 and generation of a positive operating result in order to ensure the further development of its business and to foster its further growth (“**Loan purpose**”);
- b. On 29<sup>th</sup> May 2024, the Parties have signed a non-binding term sheet (“**Term Sheet**”) which is formalized and consumed by conclusion of this Agreement. The signed Term Sheet forms an integral part of this Agreement as its Schedule No. 4 and becomes fully binding in its entirety on all Parties from the moment this Agreement becomes effective. In the event of any conflict between the Term Sheet, IA, SHA and this Agreement, the terms of this Agreement shall prevail;
- c. Pursuant to the Section 3.9 of the SHA, on 9<sup>th</sup> August 2024 the Company’s supervisory board has approved this Agreement, and the transaction contemplated herein;
- d. Based on this Agreement, the Investors agree to invest into the Company in total [REDACTED] in a form of a new convertible loan subject to the terms and conditions of this Agreement (the “**Investment**”);

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby agree as follows:

**1 DEFINED TERMS**

- 1.1 Terms defined in the Term Sheet shall be interpreted and construed consistently and have the same meaning throughout this Agreement. In addition, the following terms used in this Agreement shall have the

meaning assigned to them as set forth below:

1.1.1 **“Business Day”** means any day other than Saturday, Sunday or other public holiday in United Kingdom and in Luxembourg;

1.1.2 **“Company’s Bank Account”** means bank account held under Company’s name at [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
[REDACTED]  
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1.1.5 **Loss**, means all damages (including any sum paid to compromise or settle any third party claim), losses, liabilities, demands, fines, penalties costs and expenses calculates on a full indemnity basis (including legal and other professional costs and internal management costs) and interest, and in case of the Investors incurring any lost profits, including the damage caused by the violation of representations and warranties – in particular under this Agreement [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
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[REDACTED] [REDACTED]  
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1.1.8 **“Signing Date”** means the date on which this Agreement has been duly signed by all Parties (the latest date of signature shall be used for this purpose, if the Agreement has been signed by the Parties on different dates);

[REDACTED] [REDACTED]  
[REDACTED]

1.1.10 **“Third Party”** means any Person (one or more) except for the Parties.

[REDACTED] [REDACTED]  
[REDACTED]

## 2 LOAN

2.1 Subject to the terms and conditions of this Agreement, the Investors (as the creditor) undertake to provide the Company (as the debtor) with the credit facility [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]  
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[REDACTED]

2.1.6 the Investor 1 will provide respective part of the Investment, but not more than **EUR 400.000** (in words: four hundred thousand euros) at the most [REDACTED]

[REDACTED]

2.2 Parties acknowledge and agree to such provision of the Loan by the Investor.

2.3 The proceeds of the Loan are to be used solely for the purpose of financing the operation of its current business activities [REDACTED]

[REDACTED] The use of proceeds from the VFF will be limited also by its regulatory requirements.

[REDACTED]

[REDACTED]

### 3 INTEREST

3.1 The Company is obliged to pay the Investor interest in the amount of [REDACTED] of the actually disbursed amount of the funds from the Disbursement Date relating to Loan until the repayment of the Loan while provided the Business Plan targets are achieved, the interest will change to [REDACTED] (the "Loan Interest"). To avoid doubt, the Loan Interest valid at the Maturity Date or Conversion will apply to the full Loan amount, and accrued interest will be recalculated accordingly.

3.2 The Loan Interest becomes due and payable at the same time as the Loan. Any interest under this Agreement shall be calculated daily, based on the number of days elapsed and a year having 365 days.

3.3 Interest charged hereunder shall not exceed the maximum rate permitted by applicable laws. To the extent interest would exceed such limit, it shall be reduced to the maximum amount that can be legally charged.

[REDACTED]

[REDACTED]

Convertible Loan Agreement – Superscale

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**8 CONFIDENTIALITY**

- 8.1 The Parties undertake to keep all present and future information in connection with this Agreement secret and confidential *vis-à-vis* any Third Party, provided, however, that the Parties shall be entitled to disclose information (i) to the extent that the relevant information is publicly known, (ii) if and to the extent that disclosure is required under statutory law, regulations binding on the relevant Party, (iii) if and to the extent that disclosure is necessary for fundraising and marketing of the Target Group, and/or Investor and its professional advisers, or (iv) to its professional advisers, auditors, bankers, directors, officers or employees on a need-to-know basis. In such a case, the Parties shall limit any disclosure to the minimum reasonably required.

**9 FINAL PROVISIONS**

- 9.1 Unless stipulated otherwise in this Agreement and except where a stricter form is required under applicable law, all declarations, notifications, notices, requests, approvals and information or other communications hereunder (the “**Notices**”) shall be made in writing (in particular, letter or e-mail) in English, and delivered to each respective Party or its designated recipient at the addresses above. Each Party shall inform the other Parties about any change of its designated recipient or such Party’s or its designated recipient’s address (as set forth in Sec. **Chyba! Nenašiel sa žiaden zdroj odkazov.**) as soon as possible. Until a Party has been informed about a change of another Party’s designated recipient or such Party’s or its designated recipient’s, only the designated recipient and/or addresses set forth in Sec. **Chyba! Nenašiel sa žiaden zdroj odkazov.** or the last designated recipient and/or addresses communicated shall be relevant.
- 9.2 This Agreement or any rights and obligations hereunder may not be assigned or transferred by any Party, in whole or in part, without the prior written consent of the other Parties.
- 9.3 Termination of this Agreement will not affect the Parties’ rights and obligations intended to survive termination, and termination will be without prejudice to, and will not be a waiver of any claims which any Party may have against any other Party concerning any breach or other failure to comply with any term or condition of this Agreement before the date of termination.
- 9.4 Should any provision of this Agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision as regards subject-matter, amount, time, place and extent. The aforesaid shall apply *mutatis mutandis* to any unintended gap in this Agreement.
- 9.5 This Agreement (and any dispute or claim relating to it or its subject matter (including non-contractual claims)) shall be governed by and construed in accordance with the laws of Slovak law (Applicable Law), in particular the relevant provisions of the Slovak Commercial Code.
- 9.6 Parties agreed to conclude this Agreement remotely via DocuSign.
- 9.7 This Agreement becomes valid upon its signing by all Parties 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 Act No. 40/1964 Coll. the Civil Code (“**Effective Date**”). The publication pursuant to the previous sentence will be ensured immediately after the signing of the Agreement by Investor 1. Investor 1 shall ensure that the Agreement is published in accordance with this paragraph, provided that to the fullest extent permitted by the mandatory provisions of Slovak law, the content of the Agreement shall be declared confidential and business secret (in Slovak: *obchodné tajomstvo*).
- 9.8 This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior agreements, whether written or oral, that may exist between the Parties in respect of the subject matter of this Agreement or parts thereof. There are no other side agreements to this Agreement, other than those explicitly specified in this Agreement.

Therefore, Parties agreed to sign this Agreement:

*/ THE SIGNATURE PAGES FOLLOWS/*

**Founder:**

Ivan Trančík

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Ivan Trančík

**Company:**

SuperScale, s.r.o.

**Co-Borrower:**

Innistrad, s.r.o.

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Ivan Trančík, director

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Ivan Trančík, director

**Investor 1:**

**Venture to Future Fund, a.s.**

**Investor 1:**

**Venture to Future Fund, a.s.**

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Ing. Matej Říha, the Chairman of the Board

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Ing. Martin Banský, Vice-Chairman of the Board

**Investor 2:**

**Level-Up I (SCA) RAIF**

**Investor 2:**

**Level-Up I (SCA) RAIF**

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Guillaume Lautour, Managing Partner

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Morin Thibaud, Manager A

**Investor 3:**

**Borovicka Capital s.r.o.**

**Investor 3:**

**Borovicka Capital s.r.o.**



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Jakub Borovička, executive

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Lukáš Borovička, executive

**Investor 4:**

**Igor Strečko**

**Investor 5:**

**Nimblebit LLC**

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Igor Strečko

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Ian Marsh, director

**Investor 6:**

**Across Crowd 2**

**Investor 6:**

**Across Crowd 2**

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Cyril Orešanský - Predseda predstavenstva

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Tomáš Baláž - Podpredseda predstavenstva

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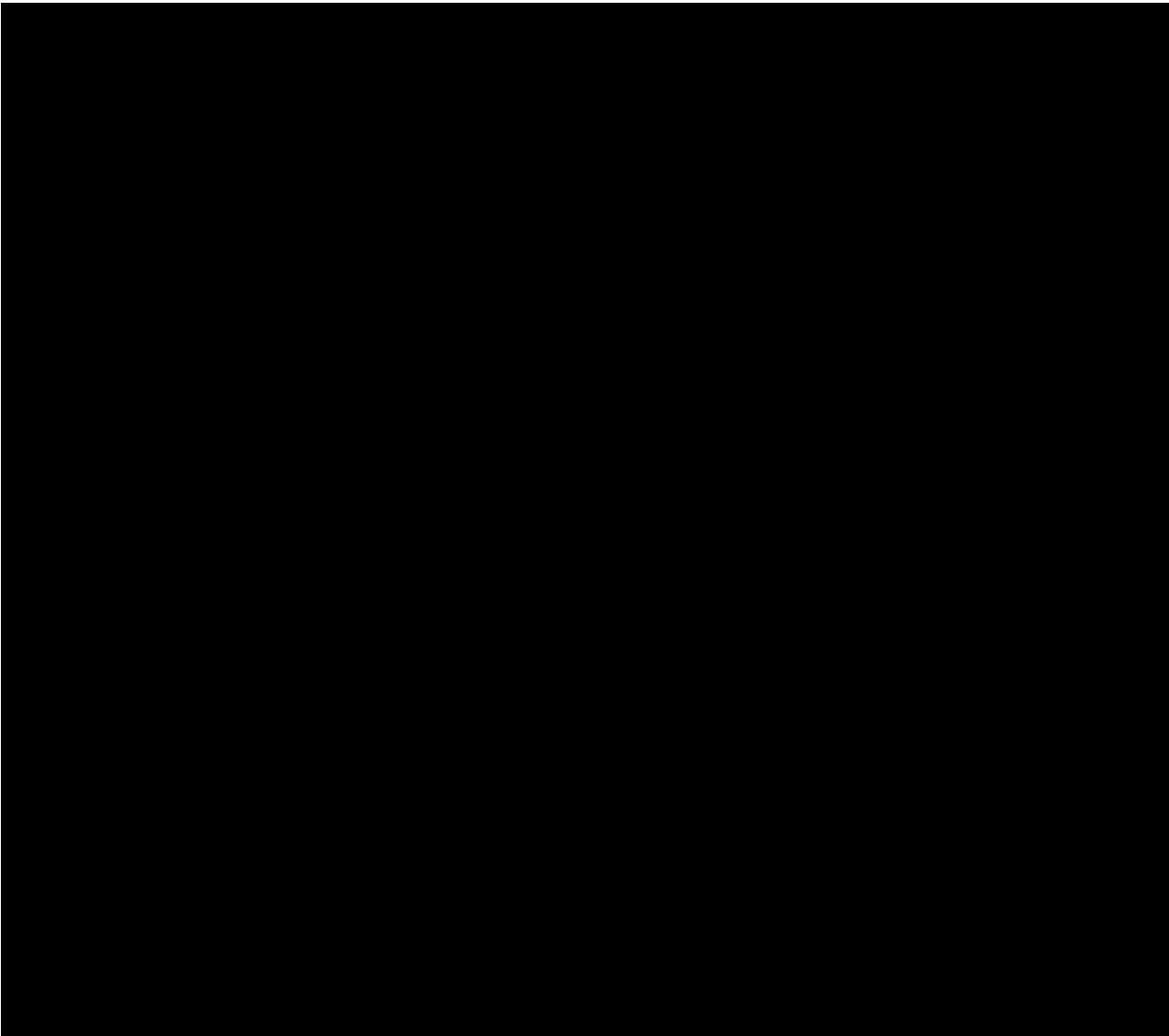
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CONVERTIBLE LOAN AGREEMENT – SUPERSCALE

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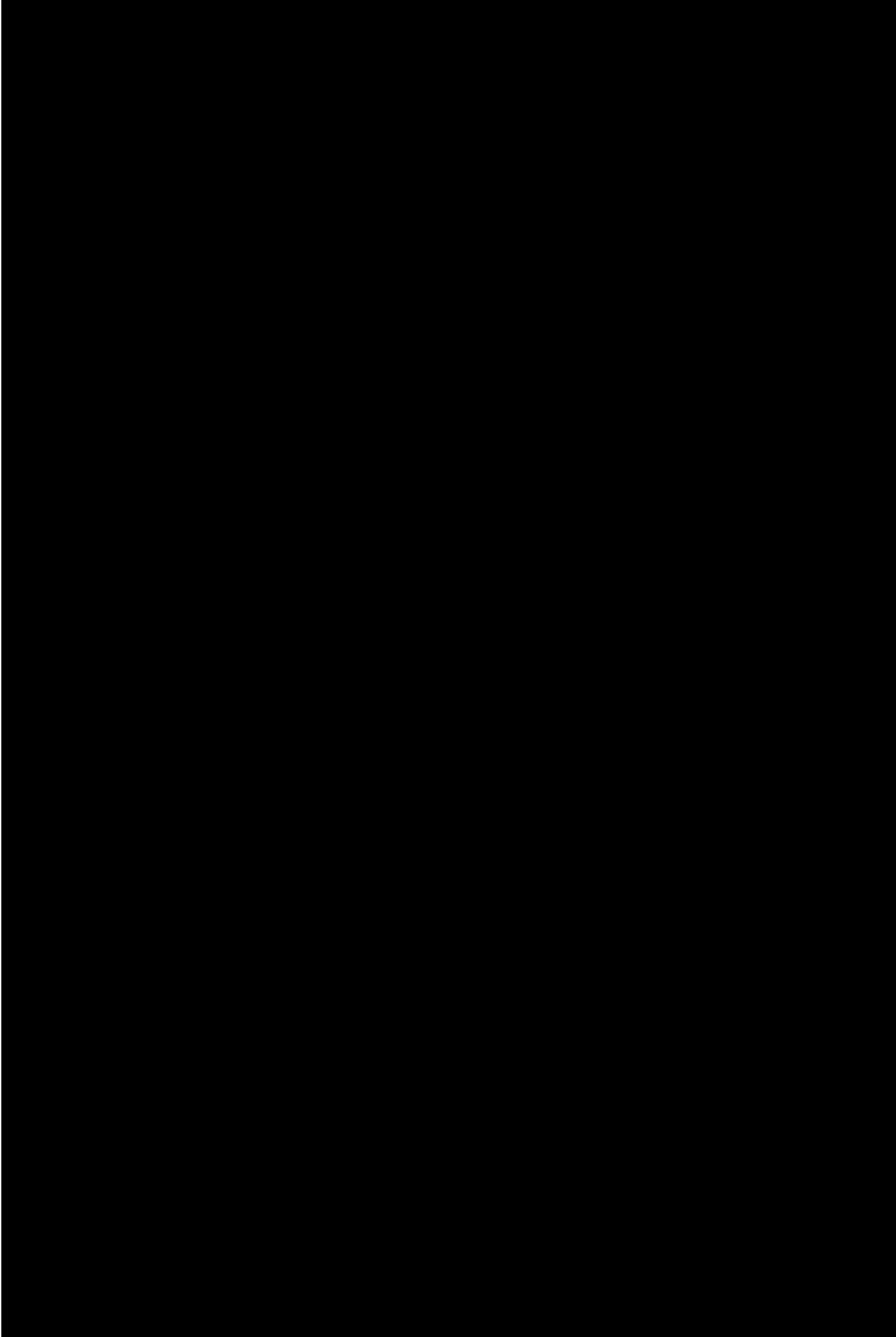
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