

SIGNING VERSION

.amendment and restatement agreement no. 1

DATED 10 OCTOBER 2024

RELATING TO THE CONVERTIBLE FACILITY AGREEMENT

ORIGINALLY DATED:

[REDACTED]

BETWEEN:

MultiplexDX, s.r.o.
- as the Company -

and

MultiplexDX, Inc.
- as the Parent Company -

and

Slovak Venture Fund S.C.A., SICAR
- as Lender 1 -
a

CB MDX j. s. a.
- as Lender 2 -

and

Lumus Investments SPV Limited
- as Lender 3 -

and

Venture to Future Fund, a.s.
- as Lender 4 -

and

Pavol Čekan
- as the Founder -

AKF LEGAL

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This **AMENDMENT NO. 1 TO THE CONVERTIBLE FACILITY AGREEMENT** (the **Amendment**) entered into on 10 October 2024

BETWEEN:

- (1) **Multiplex DX, s.r.o.**, with its registered seat at Ilkovičova 8, 841 04 Bratislava, Slovakia, ID No. 50 111 965, registered with the Commercial Register of City Court Bratislava III, Section Sro, Insert No. 148336/B (the **Company**);
- (2) **MultiplexDX, Inc.**, with its registered seat at 160 Greentree Drive, City of Dover 19904, Delaware, the United States of America (the **Parent Company**);
- (3) **Slovak Venture Fund S.C.A., SICAR**, an investment company in risk capital incorporated as a “*Société en Commandite par Actions*” under the laws of the Grand Duchy of Luxembourg, with its registered seat at 11, Avenue Emile Reuter, L-2420 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B185175 represented by Neulogy Ventures S.à.r.l., with its registered seat 11, Avenue Emile Reuter, L-2420 Luxembourg in its capacity as General Partner (**Lender 1**);
- (4) **CB MDX j. s. a.**, with its registered seat at Staromestská 3, 811 03 Bratislava, Slovakia, ID No. 51 147 963, registered with the Commercial Register of City Court Bratislava III, Section Sja, Insert No. 26/B (**Lender 2**);
- (5) **Lumus Investments SPV Limited**, a private limited company with its registered seat at 342 Princess Park Manor Royal Drive, London, England, N11 3GX, ID No. 15069785 (**Lender 3**);
- (6) **Venture to Future Fund, a.s.**, with its registered seat at Grösslingová 44, 811 09 Bratislava, ID No. 52 380 483, registered with the Commercial Register of City Court Bratislava III, Section Sa, Insert No. 6938/B (**Lender 4**); and
- (7) **Pavol Čekan**, permanent residence at Lesík Delostrelcov 14, 080 01 Prešov, Slovakia, born on [REDACTED] (the **Founder**);

(jointly as the **Parties** and each individually as a **Party**).

THE PARTIES AGREED as follows:

BACKGROUND

- (A) On [REDACTED] the Parties (except Lender 4) entered into the Convertible Facility Agreement (**Convertible Facility Agreement**) for the purpose of recording the terms and conditions Lender 1, Lender 2 and Lender 3 provided the Company with the facilities convertible into the Company’s registered capital.
- (B) The Parties wish to agree on the accession of Lender 4 to the Convertible Facility Agreement, while Lender 4 wishes to provide the Company with a convertible facility in the amount up to EUR 2,500,000 (**Facility 4**).
- (C) The Parties have agreed to amend the Convertible Facility Agreement (in particular) to (a) record the changes agreed among the Parties in respect of undertaking of Lender 4 to provide Facility 4 and (b) to update certain terms of the Original Shareholders’ Agreement.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Amendment:

Amended and Restated Convertible Facility Agreement has the meaning given in clause 2.1.

Effective Date means the day following immediately after publication of this Amendment in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic according to Section 47a of the Civil Code.

Facility 4 has the meaning given in Recital (B).

Civil Code means Act No. 40/1964 Coll. Civil Code as amended.

Convertible Facility Agreement has the meaning given in Recital (A).

Unless the contrary interpretation appears, a term defined in the Amended and Restated Convertible Facility Agreement has the same meaning in this Amendment.

2. PRIVATIVE NOVATION AND CHANGE OF PARTIES

2.1 With effect from the Effective Date, the Parties hereby, in accordance with Section 516 *et seq.* of the Civil Code amend and restate the Convertible Facility Agreement so that it shall be read and construed for all purposes as set out in Annex 1 of this Amendment No. 1. As of the Effective Date:

- (a) Lender 4 shall become a party to the Convertible Facility Agreement; and
- (b) subject to conditions stipulated in the Amended and Restated Convertible Facility Agreement, Lender 4 shall undertake to provide the Company with Facility 4 and the Company shall repay Facility 4 in the manner set out in the Amended and Restated Convertible Facility Agreement.

2.2 Unless expressly stated otherwise in this Amendment or the Amended and Restated Convertible Facility Agreement, the amendment and restatement of the Convertible Facility Agreement in accordance with terms of this Amendment does not have any effect on rights acquired or obligations incurred by the Parties prior the Effective Date, which have not ceased to exist due to lapse of the limitation period, prescription of such rights, fulfilment of obligations or due to other circumstances with a similar effect.

3. COUNTERPARTS

3.1 This Amendment may be executed in any number of counterparts.

4. MISCELLANEOUS

4.1 Provisions of Clauses 15 (*Notices and Communication*), 18 (*Severability*), 19 (*Term and Termination*) and 22 (*Governing Law and Jurisdiction*) of the Amended and Restated Convertible Facility Agreement shall apply to this Amendment as if they were set out in full in this Amendment.

AS EVIDENCE of the above this Amendment has been executed by their respective duly authorized signatories and has been delivered on the date which first appears on page one.

[THE SIGNATORY PAGE FOLLOWS ANNEX 1 OF THIS AMENDMENT]

ANNEX 1

AMENDED AND RESTATED CONVERTIBLE FACILITY AGREEMENT

SIGNING VERSION

.convertible facility agreement

ORIGINALLY DATED:

██████████

IN THE WORDING OF ITS AMENDMENT NO. 1 DATED 10 OCTOBER 2024

BETWEEN:

MultiplexDX, s.r.o.
- as the Company -

and

MultiplexDX, Inc.
- as the Parent Company -

and

Slovak Venture Fund S.C.A., SICAR
- as Lender 1 -

and

CB MDX j. s. a.
- as Lender 2 -

and

Lumus Investments SPV Limited
- as Lender 3 -

and

Venture to Future Fund, a.s.
- as Lender 4 -

and

Pavol Čekan
- as the Founder -

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This **CONVERTIBLE FACILITY AGREEMENT** is entered into under Sections 497 et seq. and 269(2) of the Commercial Code (as defined below) (the **Agreement**):

BETWEEN:

- (1) **Multiplex DX, s.r.o.**, with its registered seat at Ilkovičova 8, 841 04 Bratislava, Slovakia, ID No. 50 111 965, registered with the Commercial Register of City Court Bratislava III, Section Sro, Insert No. 148336/B (the **Company**);
- (2) **MultiplexDX, Inc.**, with its registered seat at 160 Greentree Drive, City of Dover 19904, Delaware, the United States of America (the **Parent Company**);
- (3) **Slovak Venture Fund S.C.A., SICAR**, an investment company in risk capital incorporated as a “*Société en Commandite par Actions*” under the laws of the Grand Duchy of Luxembourg, with its registered seat at 11, Avenue Emile Reuter, L-2420 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B185175 represented by Neulogy Ventures S.à.r.l., with its registered seat 11, Avenue Emile Reuter, L-2420 Luxembourg in its capacity as General Partner (**Lender 1**);
- (4) **CB MDX j. s. a.**, with its registered seat at Staromestská 3, 811 03 Bratislava, Slovakia, ID No. 51 147 963, registered with the Commercial Register of City Court Bratislava III, Section Sja, Insert No. 26/B (**Lender 2**);
- (5) **Lumus Investments SPV Limited**, a private limited company with its registered seat at 342 Princess Park Manor Royal Drive, London, England, N11 3GX, ID No. 15069785 (**Lender 3**);
- (6) **Venture to Future Fund, a.s.**, with its registered seat at Grösslingová 44, 811 09 Bratislava, ID No. 52 380 483, registered with the Commercial Register of City Court Bratislava III, Section Sa, Insert No. 6938/B (**Lender 4**); and
- (7) **Pavol Čekan**, permanent residence at Lesík Delostrelcov 14, 080 01 Prešov, Slovakia, born on [REDACTED] (the **Founder**)

(jointly as the **Parties** and each individually as a **Party**).

BACKGROUND:

- (A) The Company develops, markets and sells reliable breast cancer diagnostics Multiplex8+, the first cancer DX test which enables cross-verification of results by combining revolutionary, multiplexed, IP-protected RNA visualization and RNA sequencing technologies to ensure accurate and reliable results in a single test, diagnostic medical devices for diagnostics of Virus SARS-CoV-2, which causes COVID-19 disease and diagnostic medical devices for detection of flu and sale of oligonucleotide. Multiplex8+ can predict the response to a particular therapy. The scope of business also includes other products, services, use of data related to the above or any other business performed by the Company in the future (the **Scope of Business**).
- (B) The Company is a subsidiary of the Parent Company. The ownership structure of the Parent Company is specified in Schedule 7.
- (C) The Company wishes to obtain investments in the amount of EUR [REDACTED] in the form of a facility convertible into the Company's participation interest (in Slovak *obchodný podiel*) with a possibility to increase the investment up to EUR [REDACTED] (the **Investment Round**).

- (D) The Lenders wish to participate in the Investment Round and provide the Company with the convertible facilities as separate lenders.
- (E) The Parties intend to enter into this Agreement for the purpose of (a) setting out the terms and conditions on which the Lenders provide financing to the Company and (b) setting out the terms and conditions on which the Lenders will acquire a participation interest in the Company.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In addition to terms defined elsewhere in this Agreement, the definitions and other provisions in this clause shall have the following meaning, unless a different intention appears:

Act on Personal Data Protection means Act No. 18/2018 Coll., on Personal Data Protection, as amended;

Affiliate means:

- (a) in respect of a natural person, an entity which (whether alone, jointly with someone else, directly or indirectly) is Controlled by such natural person or in respect of which such natural person is a member of any of its corporate bodies, or
- (b) in respect of an entity, other entity which (whether alone, jointly with someone else, directly or indirectly) Controls such entity, is Controlled by such entity or is under common Control with such entity;

[REDACTED]

Biomedicine Research means any biomedicine research as defined by Section 2(12) of the Health Care Act, in which the Company participated and/or is participating;

Board of Directors means the Parent Company's board of directors;

[REDACTED]

Business Day means the days of the week, except Saturday, Sunday and non-working days in the Slovak Republic, as specified in Act No. 241/1993 on Public Holidays, Non-working Days and Memorial Days, as amended;

[REDACTED]

[REDACTED]

Civil Code means Act No. 40/1964 Coll. the Civil Code, as amended;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Commercial Code means Act No. 513/1991 Coll. the Commercial Code, as amended;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Executives means the Company's executives (in Slovak *konatelia*);

EUR or **euro** means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended;

Group Companies means the Parent Company and the Subsidiaries and a **Group Company** means any of them;

Health Care Act means means Act No. 576/2004 Coll., on Health Care, Services Relating to Provision of Health Care, as amended;

Intellectual Property Rights mean any and all of the following legal and/or common law intellectual property rights anywhere in the world and related rights: (i) all solution rights, patents, patent applications, patent publications and other patent rights, (ii) all rights arising from trade secrets, proprietary and/or confidential information, know-how and technology, including all rights to inventions (whether patentable or not) which confer advantages over competitors which they do not know or do not exploit such inventions, (iii) all copyrights, related registrations and applications, personal rights (to the extent that they may be transferred under applicable law),

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Notice has the meaning given in clause 15(a);

Opt-Out Notice has the meaning given in paragraph 2 of Part 1 of Schedule 2;

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Participant means any person who owns a participation interest in the Company and
Participants means jointly all Participants;

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Public Financing means any financial aid, financial assistance, grant, incentive, subsidy or any other form of provision of finances to the Company by any state, local, EU or other public authority, entity, organization, agency, office or body;

Public Health Act means Act No. 355/2007 Coll., on Protection, Support and Development of Public Health and on Changes and Supplements of Some Acts, as amended;

[REDACTED]

Registered Capital means the registered capital (in Slovak *základné imanie*) of the Company;

Related Party means, in respect of a natural person, any parent, grandparent, child, grandchild, sibling or spouse or a life partner of such natural person, and all other persons living together or running a common household with such natural person;

[REDACTED]
[REDACTED]

[REDACTED]

Scope of Business has the meaning given in Recital (A);

Shareholder means any person who owns a shareholding in the Parent Company and **Shareholders** means jointly all Shareholders together;

[REDACTED]

Subsidiary means a legal person (entity) which is under Control of the Parent Company, including such legal persons, which shall be under Control of the Parent Company in the future. On the date of Amendment No. 1, the Company is the only Subsidiary;

[REDACTED]

Third-Party means with respect to a person a party that is *bona fide* non-related to such person, in particular, is not (a) the person itself, (b) an Affiliate of such person, (c) a Related Party to such person, or (d) an Affiliate to a Related Party to such person;

Transaction Documents means this Agreement and any other agreement or document to be executed under this Agreement or in respect of this Agreement, including any future agreements;

[REDACTED]

Waste Act means Act No. 79/2015 Coll., on Waste and Changes and Supplements to Some Acts, as amended.

1.2 Slovak Terms

- (a) a "**novation**" includes privative novation (*privatívna novácia*) and cumulative novation (*kumulatívna novácia*);
- (b) a "**security**" governed by Slovak law includes a pledge (*záložné právo*), a right of retention (*zádržné právo*), a security transfer (*zabezpečovací prevod práva*) and a security assignment of receivables (*zabezpečovacie postúpenie pohľadávky*); and
- (c) "**constitutional documents**" includes the memorandum of association (*spoločenská zmluva*), foundation deed (*zakladateľská listina or zriaďovacia listina*), foundation agreement (*zakladateľská zmluva*), statute (*štatút*), articles or articles of association (*stanovy*) and certificate of incorporation.

1.3 Interpretation

- (a) If not agreed otherwise in this Agreement:
 - (i) the Schedules constitute an integral part of the Agreement;
 - (ii) a reference to a person includes natural and legal persons;
 - (iii) a reference to a clause, paragraph or Schedule is a reference to a clause or Schedule of this Agreement (if not stated otherwise);
 - (iv) the headings in this Agreement and the structure of this Agreement do not affect its interpretation;
 - (v) a provision of law is a reference to that provision as amended and includes all implementing rules; and
 - (vi) thousands shall be separated by comma (",") and decimal points as a dot (".") ((for example ten thousand euros and forty-five cents shall be expressed as "EUR 10,000.45").
- (b) Unless stipulated otherwise, any reference to this Agreement or any other agreement, instrument or document shall be interpreted as a reference to this Agreement, any other agreement, instrument, or document as amended, novated or restated from time to time under the conditions stipulated therein.
- (c) Unless stipulated otherwise in clause 10.5 ("*Reserved Matters*"), the Lenders provide the Facilities independently as individual lenders and each Lender shall claim the rights and obligations arising from this Agreement autonomously.
- (d) If under this Agreement a Party has an obligation to "**ensure**" the performance of an obligation or a certain act or occurrence of something, then in relation to that Party, such obligation includes an obligation to, in the maximum extent permitted by the law, carry out all acts, convene all meetings, waive all rights and give consents, accept decisions and carry out other rights at its disposal in order to carry out all obligations, acts or condition which must be ensured by such Party and that also includes (without any limitations) (i) an exercise of any decisive power that the Party has upon any nominee of that Party in the corporate bodies of any entity (including the power replace such nominee by another person) and (ii) in respect of a Party that is a natural person,

also exercising all competences that such person has in its capacity of a member of corporate bodies of a certain entity.

- (e) A reference to an "**indirect acquisition of a participation interest**", "**indirect transfer of a participation interest**" or "**indirect ownership**" (or any other reference with a similar meaning) means the acquisition, transfer, or other disposition with participation interests in the Company through the acquisition, transfer, or other disposition with an ownership interest in the person holding such participation interest in the Company.
- (f) A reference to a "**notional part of a participation interest**" means a part of a participation interest that possess pro-rata rights and obligations corresponding to the relevant contribution into the company's registered capital and each ideal part of a participation interest has the same value as the other ideal parts of the participation interest.
- (g) A reference to an "**acquisition price**" means the total price paid by a person for an acquisition of a participation interest and it shall include (i) the total amount paid by that person into the company's registered capital (in case of acquisition through the increase of the registered capital) or the purchase price of the participation interest (in case of acquisition through the purchase of existing participation interest), plus (ii) the total amount actually paid by that person into the company's equity fund directly in connection with the acquisition of the participation interest.
- (h) A reference to a "**breach of Warranty**" means any of the Warranties given by a Party being untrue, incorrect or misleading on the date as of which it is made or is deemed to be made.
- (i) For the purpose of this Agreement, it shall be deemed that a pre-money valuation of the Company equals to a pre-money valuation of the Parent Company and *vice versa*.

2. FACILITY AND DISBURSEMENT

2.1 Amount of the Facility

Subject to the terms and conditions of this Agreement,

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

- (d) Lender 4 hereby undertakes to provide to the Company a term facility with a credit limit of up to EUR 2,500,000 (**Facility 4**).

■ [REDACTED]
[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

3. USE OF THE FACILITIES

3.1 The Facilities must be used by the Company in accordance with the Budget and Business Plan to finance the Scope of Business [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

4. INTEREST

4.1 The Company shall pay each Lender interest at the rate of [REDACTED] of the relevant disbursed Facility calculated on yearly basis until the entire relevant disbursed Facility is converted or repaid to the respective Lender. The interest will be calculated in arrears on the basis of a year of 365 calendar days. For the avoidance of doubt, Interest shall accrue from the

disbursement of the relevant Facility and shall be due and payable by the Company to the respective Lender in full on the Conversion Date unless stipulated otherwise herein. The interest is simple interest and shall not be compounded and shall not bear interest.

4.2 If the Company defaults on the repayment of any Facility (or any part thereof), the Company shall pay the relevant Lender default interest at the rate of [REDACTED] of the due amount in delay from the first day of delay until the relevant Facility is repaid in full (the **Default Interest**). For the avoidance of doubt, the obligation to pay Default Interest shall arise in addition to the obligation to pay interest under clause 4.1.

5. RANKING

The Facilities shall rank *pari passu* unless the mandatory provisions of law stipulate otherwise, with the other Company's debts and liabilities.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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any other of the rights and authorizations required for the fulfilment and implementation of the Agreement's provision, in particular, to carry out the Conversion under the terms and conditions set out in this Agreement.

■ [REDACTED]

■ [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10.2 Regulatory Obligations

- (a) The Parent Company, its Shareholders, the Company and all Participants shall comply with the regulatory obligations set out in Schedule 6. Lender 2, Lender 3 and Lender 4 recognize certain contractual limitation of Lender 1 arising from its regulatory obligations and Lenders agree on best effort basis to coordinate their actions in order to limit any regulatory obligations default.
- (b) The Parent Company, its Shareholders, the Company and all Participants shall comply with the regulatory obligations set out in Schedule 10 and Schedule 11. Lender 1, Lender 2 and Lender 3 recognize certain contractual limitation of Lender 4 arising from its regulatory obligations and Lenders agree on best effort basis to coordinate their actions in order to limit any regulatory obligations breach.

■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
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■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

11. REPRESENTATIONS AND WARRANTIES

11.1 General Representations and Status

- (a) Each Party represents and warrants to the other Parties that:
 - (i) if it is a natural person, it has the capacity to perform legal acts, or if it is a legal person, it is a corporate body in good standing, duly incorporated and organized and validly existing under the laws of the jurisdiction of its incorporation;
 - (ii) it has the authorization, capacity, and power to enter into this Agreement and other Transaction Documents and to perform its obligations under this Agreement (and the Transaction Documents);
 - (iii) it has obtained all authorizations, including corporate approvals, and all other applicable governmental, statutory, regulatory, or other consents, clearances, approvals, licenses, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement (and the Transaction Documents) and for this Agreement (and the Transaction Documents) to be duly and validly authorized, executed and delivered by it;

- (iv) the obligations that it has assumed under this Agreement (and the Transaction Documents) are vis-à-vis the relevant Party lawful and valid, binding and enforceable in accordance with the terms and conditions set out in this Agreement (and the Transaction Documents); and
- (v) the entering into and performance by it of its obligations under this Agreement (and the Transaction Documents) will not (i) on the part of the affected Party contravene any existing law, statute, order, treaty, rule or regulation applicable to it, or (ii) breach any provision of its corporate documents, articles of association and other constitutional documents.

[REDACTED]

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15. NOTICES AND COMMUNICATION

(a) Unless otherwise expressly provided in this Agreement, any notice or communication under or in connection with this Agreement (the **Notice**) shall be:

- (i) in writing;
- (ii) in English;
- (iii) delivered personally or sent by pre-paid registered post, courier, or by email; and
- (iv) delivered to the receiving Party to the address or email specified in clause 15(b).

(b) The address and email referred to in clause 15(a) is following:

- (i) in the case of the Founder:
Name: Pavol Čekan
Address: Ilkovičova 8, 841 04 Bratislava, Slovakia
Email: [REDACTED]

For the attention of Pavol Čekan;

- (ii) in the case of Lender 1:
Name: Slovak Venture Fund S.C.A., SICAR

Address: Neology Ventures S.à.r.l., with its registered seat 11, Avenue Emile Reuter, L-2420 Luxembourg

Email: [REDACTED]

For the attention of Jaroslav Lupták and Martin Smetana;

(iii) in the case of Lender 2:

Name: CB MDX j. s. a.

Address: Staromestská 3, 811 03 Bratislava, Slovakia

Email: [REDACTED] | [REDACTED] / investments@crowdberry.eu

For the attention of Michal Nešpor and Daniel Gašpar;

(iv) in the case of Lender 3:

Name: Lumus Investments SPV Limited

Address: 342 Princess Park Manor Royal Drive, London, England, N11 3GX

Email: team@lumusinvestment.com

For the attention of Terézia Jacová;

(v) in the case of Lender 4:

Name: Venture to Future Fund, a.s.

Address: Karadžičova 8/A, 821 08 Bratislava

Email: info@vff.sk / [REDACTED]

For the attention of Miriama Hanout and Matej Říha;

(vi) in the case of the Company:

Name: MultiplexDX, s.r.o.

Address: Ilkovičova 8, 841 04 Bratislava, Slovakia

Email: [REDACTED]

For the attention of Pavol Čekan;

(vii) in the case of the Parent Company:

Name: MultiplexDX, Inc.

Address: Greentree Drive 160, City of Dover 199 04, Delaware, USA

Email: [REDACTED]

For the attention of Pavol Čekan.

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22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement (including any non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of the Slovak Republic.
- 22.2 In addition to all specific exclusions provided elsewhere in this Agreement and without prejudice to such exclusion the Parties agree that the application of any provision of the laws of the Slovak Republic that is not expressly mandatory in nature shall be excluded if such provision could change (in whole or in part) the meaning or purpose of any provision of this Agreement. Without prejudice to the general nature of the above, the Parties have specifically agreed to exclude the application of Section 356, 500, 503(3), 506, 507 and 728 of the Commercial Code, which do not apply to this Agreement.
- 22.3 The courts of Slovakia shall have exclusive jurisdiction to resolve any dispute or claim arising out of or related to this Agreement (including non-contractual disputes or claims).

AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated on the signatory page of this Agreement.

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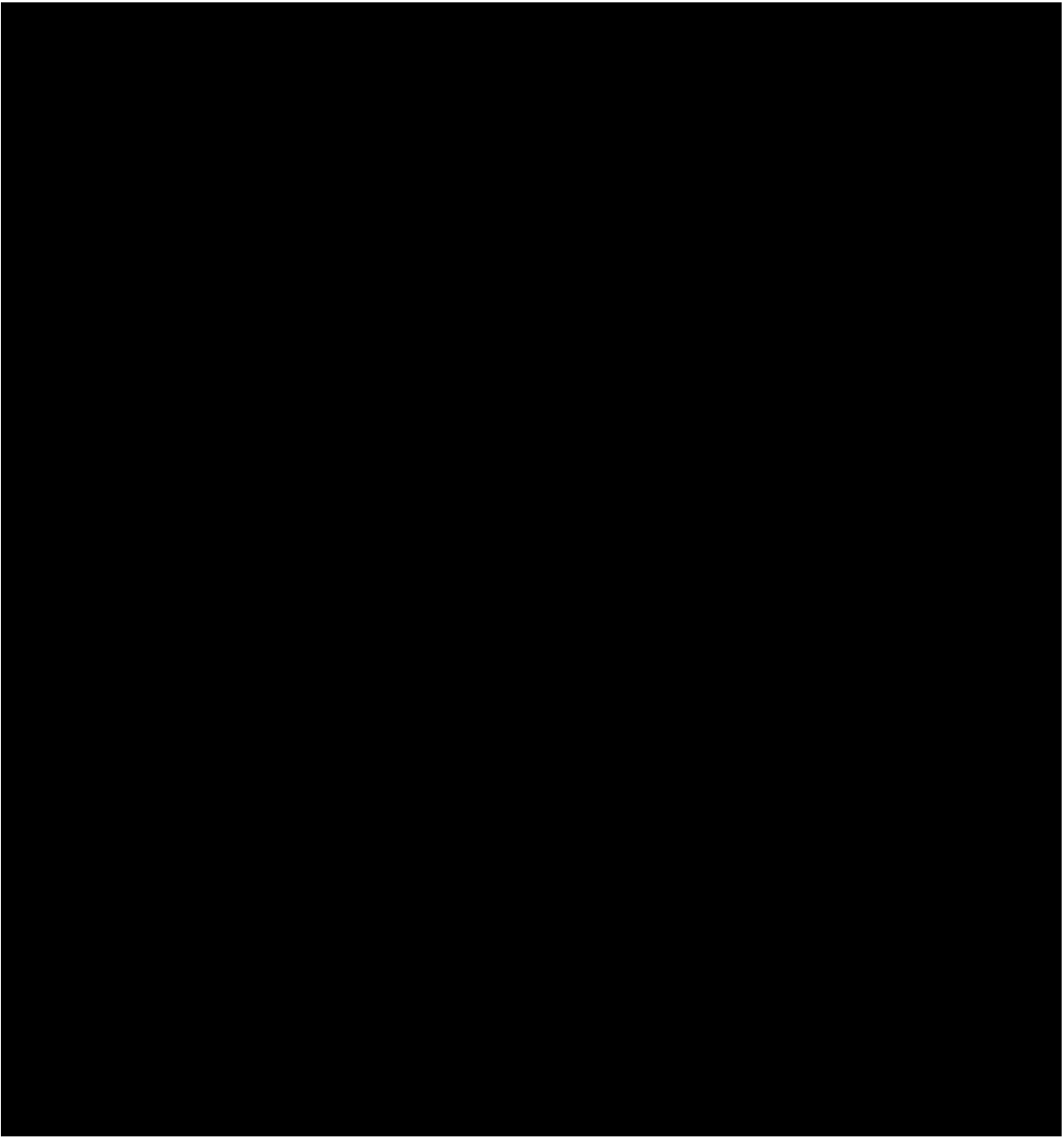
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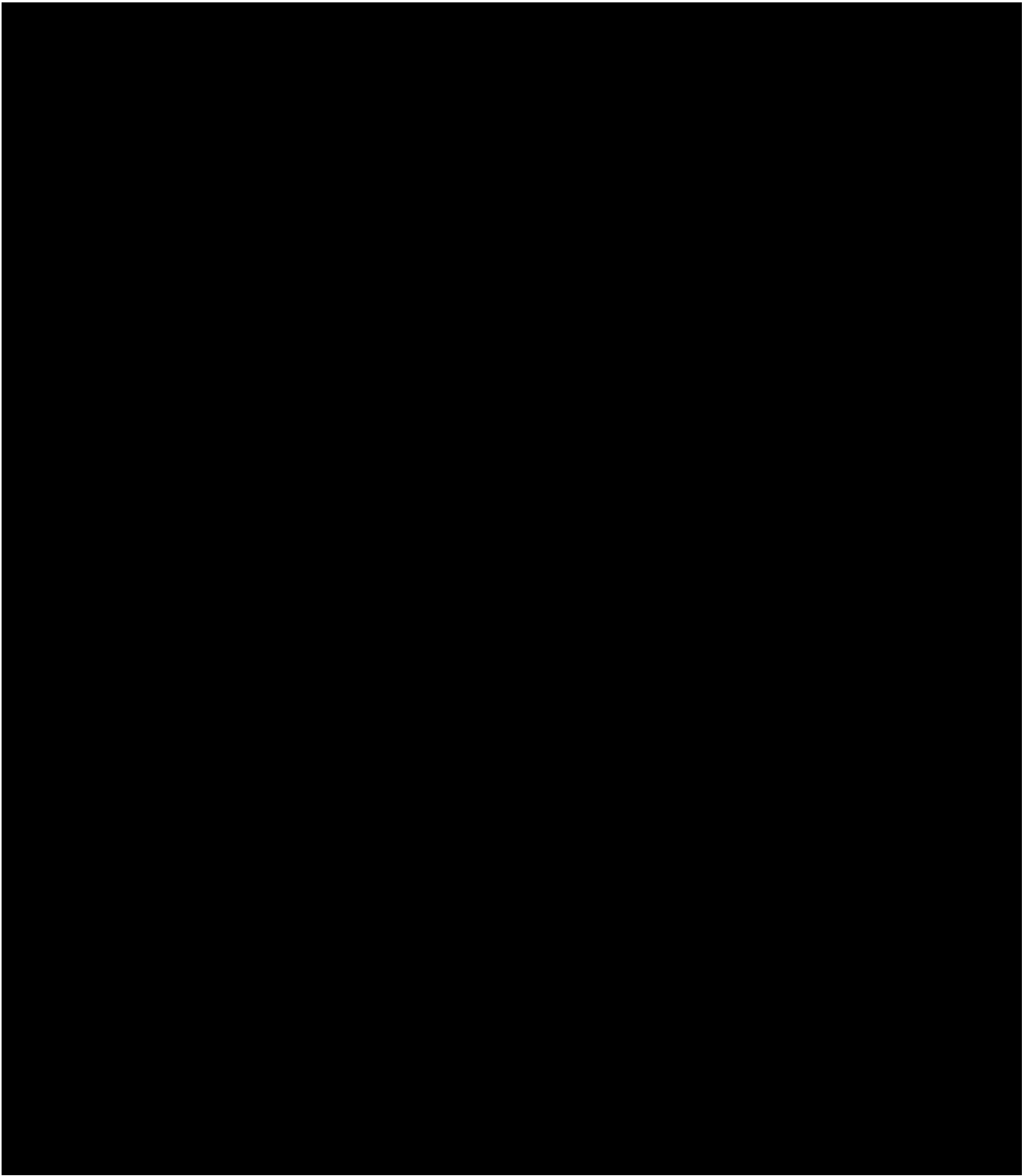
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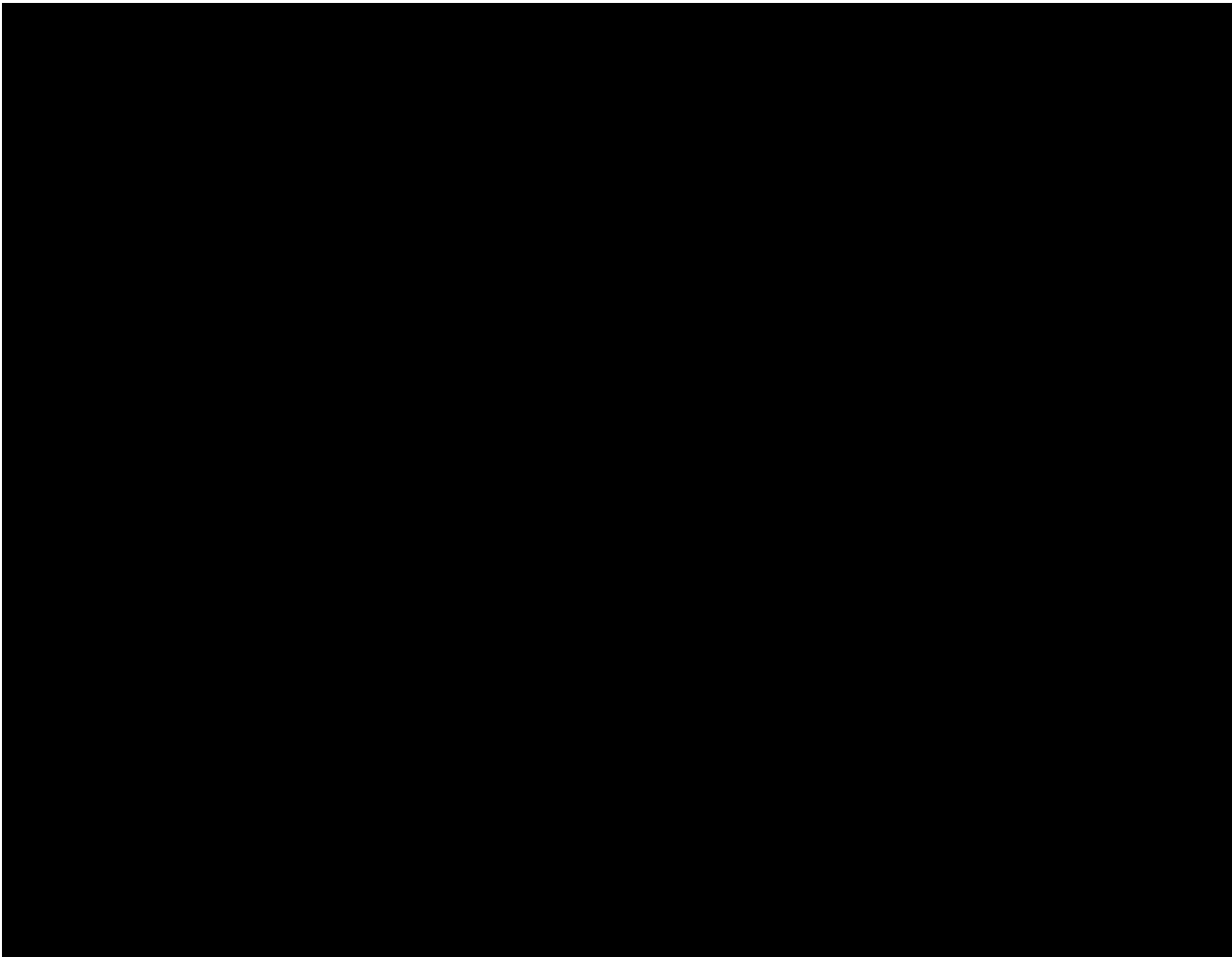
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SIGNATORY PAGE

In Bratislava, on 10 October 2024

MultiplexDX, s. r. o. as the Company)
Pavol Čekan, executive)

and

MultiplexDX, Inc. as the Parent Company)
Pavol Čekan, executive director of the Board of Directors)

and

Pavol Čekan as the Founder)

and

Slovak Venture Fund S.C.A., SICAR as Lender 1)
Christian Mandl)

and)

Jaroslav Ľupták)

and

CB MDX j. s. a. as Lender 2)
Michal Nešpor, Chairman of the Board of Directors)

and)

Daniel Gašpar, Member of the Board of Directors)

and

Lumus Investments SPV Limited as Lender 3)
Lucy Bates, under power of attorney)

and

Venture to Future Fund, a.s. as Lender 4)
Matej Říha, Chairman of the Board of Directors)

and)

Miriama Hanout, Member of the Board of Directors)