



**POWERFUL
MEDICAL**

**AMENDMENT NO. 1
CONVERTIBLE LOAN AGREEMENT**

RELATING TO

POWERFUL MEDICAL s. r. o.

THIS AMENDMENT AGREEMENT (the “**Amendment**”) is made on November 12, 2024.

BETWEEN:

- (1) **Venture to Future Fund, a.s.**, a joint stock company (*akciová spoločnosť*) organized and existing under the laws of the Slovak Republic, having its corporate seat in Slovak Republic and its registered seat at Grösslingová 44,81109 Bratislava - mestská časť Staré Mesto, Slovak Republic, company ID. No. (*IČO*): 52 380 483, registered with the Commercial Register of the Municipal Court Bratislava III under Sec. Sa, Insert No. 6938/B and with e-mail address info@vff.sk (the “**Investor**”);
 - (2) **POWERFUL MEDICAL s. r. o.**, a limited liability company (*spoločnosť s ručením obmedzeným*) organized and existing under the laws of the Slovak Republic, having its corporate seat in Slovak Republic and its registered seat at Bratislavská 81/37, 831 01 Šamorín, Slovak Republic, company ID. No. (*IČO*) 50 948 431, registered with the Commercial Register of the District Court Trnava under Sec. Sro, insert No. 46781/T and with e-mail address legal@powerfulmedical.com (the “**Company**”);
 - (3) **Robert Herman**, founder of the Company, born: [REDACTED], personal identification number (*rodné číslo*): [REDACTED], permanent address: Máchova 9017/22, 821 06 Bratislava, Slovak Republic, citizenship: Austrian (the “**RH Founder**”);
 - (4) **Martin Herman**, founder of the Company, born: [REDACTED], personal identification number (*rodné číslo*): [REDACTED], permanent address: Máchova 9017/22, 821 06 Bratislava, Slovak Republic, citizenship: Austrian (the “**MH Founder**”);
- (RH Founder and MH Founder hereinafter individually the “**Founder**” and, collectively, the “**Founders**”)
- (5) **Viktor Jurášek**, born: [REDACTED], personal identification number (*rodné číslo*): [REDACTED], permanent address: Klincová 325/7, 821 08 Bratislava, Slovak Republic, citizenship: Slovak (the “**VJ Existing Shareholder**”);
 - (6) **Šimon Rovder**, born: [REDACTED], personal identification number (*rodné číslo*): [REDACTED], permanent address: Senecká 530/10, Tomášov-Doma, 900 44, Slovak Republic citizenship: Slovak (the “**SR Existing Shareholder**”);
 - (7) **Timotej Paluš**, born: [REDACTED] personal identification number (*rodné číslo*): [REDACTED], permanent address: Estónska 5222/52, 821 06 Bratislava, Slovak Republic, citizenship: Slovak (the “**TP Existing Shareholder**”);
 - (8) **ZGC Fund I, s.r.o.**, a limited liability company organized and existing under the laws of the Slovak Republic, having its corporate seat in Slovak Republic and its registered seat at Staromestská 7830/3, 811 03 Bratislava, Slovak Republic, company ID. No. 52 768 058, registered with the Commercial Register of the District Court Bratislava I under Sec. Sro, insert No. 142395/B and with e-mail address: [REDACTED] (the “**ZGC Lead Investor**”);
 - (9) **Cardiac Research Institute**, a private limited company organized and existing under the laws of Belgium, having its corporate seat in Belgium and its registered seat at Moorselbaan 164, Aalst 9300, Belgium, Company ID: 0629.850.791 (the “**CRI Shareholder**”);

(RH Founder, MH Founder, VJ Existing Shareholder, SR Existing Shareholder, TP Existing Shareholder, CRI Shareholder and ZGC Lead Investor hereinafter individually the “**Existing Shareholder**” and, collectively, the “**Existing Shareholders**”)

(Company, RH Founder, MH Founder, VJ Existing Shareholder, SR Existing Shareholder, TP Existing Shareholder, CRI Shareholder, ZGC Lead Investor and Investor hereinafter individually the “**Party**” and, collectively, the “**Parties**”)

WHEREAS:

- (A) On [REDACTED], the Parties entered into the Convertible Loan Agreement (the “**Agreement**”) in relation to the convertible loan of EUR 500,000 representing an exercise of the investment option under the previous Convertible Loan Agreement executed on [REDACTED] (the “**Original CLA**”), with the CRI Shareholder becoming a Party to the Agreement by execution of the Accession Agreement.
- (B) The Parties wish to amend certain provisions of the Agreement.
- (C) Unless specifically defined otherwise in this Amendment, any capitalised term contained in this Amendment shall have the meaning as defined in the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1 Subject-matter of the Amendment

- 1.1** The term “Maturity Date” in Section 4.2 of the Original CLA applicable to the Agreement shall be replaced in the Agreement by the following text:

“**Maturity Date**” means the date [REDACTED] following the Signing Date, at which (at the latest) all Accumulated Amounts shall become due and payable by the Company.

2 Waiver

- 2.1** The Parties acknowledge that this Amendment is entered into after the original Maturity Date (as defined in the original wording of the Original CLA).
- 2.2** The Investor hereby waives all rights and claims to a default interest or any other default-related rights or claims that it may have accrued under the Agreement to this date or it may accrue in the future as a result of non-repayment or non-conversion of the Convertible Loan upon the original Maturity Date as per Section 11 of the Original CLA applicable to the Agreement. The Investor releases and discharges the Company from any potential liability arising from the default.

3 Final Provisions

- 3.1** Save as expressly amended by this Amendment, all other provisions of the Agreement shall continue in full force and effect.
- 3.2** This Amendment is an integral part of the Agreement.
- 3.3** This Amendment shall be governed by and construed in accordance with the laws of the Slovak Republic.
- 3.4** The Parties hereby represent that this Amendment is an expression of their true and free will, in witness of which, they attach their signatures below.
- 3.5** This Amendment 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 Amendment by the Investor. The Investor shall ensure that the Amendment 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 Amendment shall be declared confidential and business secret (in Slovak: obchodné tajomstvo).

[SIGNATURE PAGE FOLLOWS]

Investor

In _____, on _____ 2024

In _____, on _____ 2024

Venture to Future Fund, a.s.
Matej Řiha, Chairman of the Board of Directors

Venture to Future Fund, a.s.
Miriam Hanout, Member of the Board of
Directors

Company

In _____, on _____ 2024

In _____, on _____ 2024

POWERFUL MEDICAL s. r. o.
Robert Herman, executive

POWERFUL MEDICAL s. r. o.
Martin Herman, executive

Existing Shareholders

In _____, on _____ 2024

In _____, on _____ 2024

Robert Herman

Martin Herman

In _____, on _____ 2024

In _____, on _____ 2024

ZGC Fund I, s.r.o.
represented by
Zero Gravity Capital s.r.o.
Dušan Duffek, executive

ZGC Fund I, s.r.o.
represented by
Zero Gravity Capital s.r.o.
Marek Zámečník, executive

In _____, on _____ 2024

In _____, on _____ 2024

Viktor Jurášek

Šimon Rovder

In _____, on _____ 2024

In _____, on _____ 2024

Timotej Paluš

Cardiac Research Institute
represented by Tom De Potter, MD