Important notice

The following documents are compiled in German and English as original documents. This as follows:

German original documents:

- Pages 2 to 19
- Pages 99 to 108

English original documents:

- Pages 41 to 98

The German original documents have been electronically translated from German into English and the English original documents have been translated from English into German using automated software.

The respective original documents are in German, respectively in English (see above). These are a non-binding translation services. Only the German version of the German original documents, respectively the English version of the English original documents are relevant. You can access the German original version, respectively the English original version by changing the language settings to German, respectively to English.

IRUBIS

19 /16.06.2026

Investment Terms and Conditions

This document summarises the key points of the funding round.

Terms of investment

Target company	IRUBIS GmbH
Type of investment	Equity (indirect investment via a Special Purpose Vehicle ('SPV'))
Shareholder status	Indirect shareholder status via an SPV
Shareholder voting rights	Indirect shareholder voting rights via an SPV
Company valuation	14.000.000 € (pre-money)
Liquidation preference	Simple attributable liquidation preference (proceeds preference) via SPV
Anti-dilution provision	Standard weighted-average clause via SPV
Drag-along and tag-along rights	Market-standard co-sale rights and obligations via SPV
Warranties	The founders provide the SPV with appropriate and market-standard guarantees to protect new investors .
Pooling	In order to maximise its voting weight in shareholder resolutions, the SPV always casts its votes uniformly. To this end, investors vote in advance online on all shareholder resolutions in a pool vote. In accordance with the result of the pool vote, the SPV then votes as a single bloc at the shareholders' meeting. For this purpose, the investors are represented by the SPV at the shareholders' meeting.

Subscription process

1.	Start of the investment process	To start the investment process, please click on 'Invest now'.

		The entire investment process can be completed online. A notarised power of attorney is not required.
2.	Data collection and identity verification	In order for your shares to be allocated, you are legally required to provide certain details (e.g. regarding your experience and knowledge). Furthermore, under the Money Laundering Act (GwG), the identity of all investors must be verified. To do this, you must confirm your identity via a video call or Postident verification. If you have already completed the data collection and identity verification for previous investments on Companisto, you do not need to repeat this step and can skip it.
3.	Securities Account Link	Equity investments are securities eligible for custody with their own WKN (Securities Identification Number) and ISIN (International Securities Identification Number). Equity investments must be held in a securities account with a bank or an online broker. Please therefore have your securities account details to hand and enter them in the next step.
4.	Investment Agreements and payment of the investment amount	Investors will then receive the investment agreements and, on this basis, pay the investment amounts by bank transfer into an open trust collective account held by Secupay AG. Secupay AG is a payment institution authorised by the Federal Financial Supervisory Authority (BaFin) to conduct financial transfer business.
5.	Subscription of shares	Once the financing round has been completed, the SPV acquires the GmbH shares in the target company on behalf of the investors and credits the securities to the investors' custody accounts.

Note
The purchase of this security involves significant risks and may result in the complete loss of the capital invested. The prospective return is not guaranteed and may be lower. This document is intended to promote the security. A key information document has been published for this offer of securities. It is available at www.companisto.com/bib.

Companisto IRUBIS _2026_PPC

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Terms and Conditions of Participation Certificates

of the

Companisto Trust Service LXIV UG (limited liability)

Participation certificates with qualified subordination and a pre-insolvency enforcement bar

Risk Disclosure:

With these profit participation certificates, which are structured as qualified subordinated instruments, the holder bears a risk that is higher than that of a lender and goes beyond the general risk of default in the event of insolvency. All claims of the profit-sharing certificate holder arising from the profit-sharing certificates – in particular claims to distributions, repayment and claims arising from any termination – may not be asserted against the issuer, Companisto Trust Service LXIV UG (limited liability) ('the Company'), if this would result in a binding ground for the opening of insolvency proceedings against the Company, i.e. insolvency or over-indebtedness, or if such a ground for insolvency already exists at that time (pre-insolvency enforcement bar) (see section3.2 for further details).

This means that claims arising from the participation certificates are no longer enforceable if, at the time the payment is demanded, the Company is insolvent or over-indebted, or is at risk of becoming so. The holder's claims would then be permanently barred from enforcement for as long as and to the extent that this crisis affecting the company is not resolved. This may result in these claims being permanently unenforceable even outside insolvency proceedings.

Insolvency exists where the company is unable to meet its due payment obligations (Section 17(2) of the Insolvency Code). Over-indebtedness exists where the company's assets no longer cover its existing liabilities, unless the continuation of the company's business is, in the circumstances, highly probable (Section 19(2) of the Insolvency Code). These statutory provisions may change with effect for the future. This would also alter the conditions under which the pre-insolvency enforcement bar applies.

The company is a so-called securitisation special purpose vehicle, i.e. a company established solely for the purpose of acquiring the securitised shareholding in IRUBIS GmbH, Munich ('Target', the shareholding in which is the 'Target shareholding') and for issuing the participation certificates. As the company's assets consist primarily of the Target Interest and the company does not and will not conduct any business other than the acquisition of the Target Interest, payments to the participation certificate holders depend largely on whether the company receives distributions from the Target Interest and/or is able to sell the Target Interest at a later date at a profit.

All participation certificates forming part of this financing rank equally. In the event of foreseeable insolvency or over-indebtedness, the company would be obliged to settle all these liabilities equally. In such a case, the profit-sharing certificate holder would no longer be able to enforce their claims even if the satisfaction of their claims alone would not yet lead to the company's insolvency or over-indebtedness, but this would be the case if the claims of all creditors were satisfied equally, given the then-due qualified subordinated claims.

Furthermore, in the event of liquidation proceedings or the company's insolvency, the subordinated claims of the participation certificate holders rank behind all present and future claims of all other creditors of the company who are not qualified as subordinated creditors. The subordinated claims will therefore only be settled after these other claims, should any distributable assets remain at that point. The subordinated capital serves as the basis of liability for creditors whose claims are not subordinated.

This may result in the total loss of the capital invested.

Due to this equity-like liability function of the subordinated capital, the holder of the participation certificate is exposed to an entrepreneurial risk of loss. However, the holder of the participation certificate does not receive any rights of participation or control under company law (see section2.3 for further details). They therefore have only limited scope to influence the

realisation of this entrepreneurial risk. From the perspective of the participation certificate holder, this contractual structure combines certain disadvantages of debt capital with certain disadvantages of equity capital. For the participation certificate holder, this means that the risk they assume may exceed the business risk borne by a shareholder.

Please read the detailed risk disclosures (Appendix).

1. GENERAL INFORMATION

1.1 Nominal value

Companisto Trust Service LXIV **UG (limited liability)** (the "Company") is issuing participation certificates under the name "Companisto IRUBIS _2026_PPC" with a total nominal value of up to EUR8.000.000 .00 (in words: eight million euros), which are divided into up to160.000 (in words: one hundred and sixty thousand) bearer participation certificates, each with a nominal value of EUR50,00 (in words: fifty euros) (the "Participation Certificates"), all having equal rights, in accordance with the provisions of Section1.4 .

1.2 Acquisition of Participation Certificates

The acquisition of the participation certificates requires a declaration of subscription to be made to the company and payment of the issue price specified in the declaration of subscription into the account designated therein. The acquisition of the participation certificates is effected upon receipt of the company's declaration of acceptance and the crediting of the participation certificates to the holder's securities account.

1.3 Form and Custody

1.3.1 The participation certificates are issued by the Company as bearer securities under German law.

1.3.2 The participation certificates issued by the Company are securitised by one or more perpetual global bearer certificates (the 'Perpetual Global Certificate') without interest coupons. Physical participation certificates are not issued. The right to delivery of physical participation certificates is excluded.

1.3.3 The perpetual global certificate is deposited with Clearstream Europe AG, Mergenthalerallee 61, 65760 Eschborn (the 'clearing system') and held in custody in accordance with the applicable rules and regulations of the clearing system. The participation certificates are transferable as co-ownership shares in the perpetual global certificate in accordance with the applicable rules and regulations of the clearing system. To this end, the Company submits the perpetual global certificate to the clearing system. The perpetual global certificate bears the handwritten signature(s) of representatives of the Company in the required number authorised to act on its behalf.

1.4 Status

1.4.1 The participation certificates give rise to direct, unsecured, qualified subordinated and unconditional liabilities of the Company and rank equally amongst themselves.

1.4.2 The participation certificates entitle the holders to demand payments from the Company in accordance with these terms and conditions. Payments to the holders by the Company are dependent on distributions arising from the Company's stake in IRUBIS GmbH , Munich

('Target', the holding in which is the 'Target Holding') to the Company and/or on any profit made by the Company from the sale of the Target Holding by the Company and/or on the distribution of the Company's other unrestricted assets. The participation certificates thus entitle holders to a share in the Company's hidden reserves.

2. DISTRIBUTIONS ON THE PARTICIPATION CERTIFICATES, RESOLUTIONS OF THE PARTICIPATION CERTIFICATE HOLDERS

2.1 Variable distribution

2.1.1 Holders of profit-sharing certificates are entitled to a variable distribution (the **"Variable** Distribution"), which is allocated equally amongst all outstanding profit-sharing certificates. The Variable Distribution comprises the profits distributed to the Company from the Target investment, the Company's profits from any disposal of shares in the Target (calculated as the proceeds of sale less the nominal value of the profit participation certificates) after tax and net of all other senior liabilities of the Company, as well as from the distribution of the Company's other free assets in accordance with Clause3 . This entitlement to the variable distribution arises provided that the income generated by the Company from the Target investment or from the realisation of the Target investment, and recognised in the Company's profit and loss account, exceeds the Company's senior liabilities, as defined in more detail below in clause3 , and provided that the conditions set out in this clause2.1 and in clause3 are also met.

All payments by the Company under these Participation Certificate Terms and Conditions shall not become due if, to the extent that and for as long as the provision in clause3.2 (payment reservation and qualified subordination, including a pre-insolvency enforcement bar) applies.

2.1.2 Payment of the variable distribution is subject to the following provisions

(a) insofar as it is based on distributed profits from the Target's shareholding or on the distribution of other unrestricted assets of the Company: annually on 30 September (**'Distribution** Date') on the basis of the Target's approved annual financial statements for the preceding financial year, but at the earliest as soon as the Company has received the corresponding distribution from the Target;

(b) insofar as it is based on the company's profits from the sale of shares in the Target: within one month of the company receiving the proceeds from the sale.

Furthermore, distributions shall only be made to the extent that the distribution attributable to a participation certificate exceeds2 % of the nominal value of the participation certificate.

2.2 Payment of distributions

2.2.1 Payments in respect of the variable distribution shall only be made if the variable distribution is payable in accordance with clauses3 and4 .

2.2.2 The final distribution shall be made on the final maturity date; the final maturity date shall be deemed to be the distribution date for this purpose.

2.3 No shareholder rights, resolutions

2.3.1 The participation certificates do not confer any membership rights in the company, in particular no rights of participation, involvement or voting at the shareholders' meeting, nor any other influence over the management.

2.3.2 Notwithstanding clause2.3.1 , the company requires the consent of the participation certificate holders authorised in accordance with clause2.4 (the **"participation** certificate holders") by way of a resolution (**"participation certificate** holders' resolution") for the approval of the following transactions and measures in the Target or in relation to the Target and/or for the issuance of instructions in this regard:

(a) in all cases where a shareholders' resolution is required pursuant to i) law, or ii) the Target's articles of association, or iii) a contractual agreement relating to the Target, the Target shareholding and/or the exercise of the associated rights ('Shareholders' Agreement'); and

(b) other measures within the Target in respect of which the Company requests the holders of participation certificates to adopt a resolution of the holders of participation certificates.

2.3.3 Notwithstanding clause2.3.1 , the following transactions and measures within the Company require the approval of the participation certificate holders by way of a resolution of the participation certificate holders:

(a) the disposal of shares in the Target or other dispositions of the Target shareholding, whereby the profit-sharing certificate holders' resolution requires a majority of 75% of the votes cast by the profit-sharing certificate holders. Notwithstanding the foregoing, the consent of the profit-sharing certificate holders is not required in the following cases:

- there is a drag-along obligation on the Company under the Target's articles of association or a shareholders' agreement; or
- the acquirer is a company that
    - is affiliated with the company
    - and/or Companisto Holding GmbH
    - and/or an independent corporate law service provider commissioned by Companisto Holding GmbH, which provides special-purpose vehicles,

  is affiliated within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) ('**Affiliated** Company') and the acquirer simultaneously takes the place of the Company by way of substitution in accordance with Clause8 ;

(b) the termination, amendment or renegotiation of the existing shareholders' agreement or other agreements relating to the Target, the Target shareholding and/or the exercise of the associated rights; notwithstanding the foregoing, the consent of the participation certificate holders is not required insofar as this occurs in connection with the cases referred to in clause 2.3.3 (a) above;

(c) other measures within the company in respect of which the company requests the holders of participation certificates to pass a resolution.

2.3.4 Resolutions of the participation certificate holders pursuant to the above clauses2.3.2 and2.3.3 shall be passed by a simple majority of the votes cast, unless these Terms and Conditions of Participation provide for different majority requirements. This shall also apply where the resolution of the participation certificate holders relates to a resolution to be passed at the Target's general meeting which requires a qualified majority or unanimity there. Unless otherwise provided for in these terms and conditions, abstentions shall be treated as

votes not cast for the purposes of resolutions passed by the holders of participation certificates.

2.3.5 The request to adopt a resolution by the holders of profit participation certificates in accordance with the above clauses2.3.2 and2.3.3 shall be made by the Company, which will use the platform operator for this purpose. The voting period is seven days. The period begins on the day the request is sent. The request is deposited electronically in the account created for each profit participation certificate holder on the platform (clause2.4). The profit participation certificate holder will also receive a notification at the email address stored in their account. Resolutions by profit participation certificate holders are passed electronically.

2.3.6 Each participation certificate entitles the holder to one vote.

2.3.7 If, within the first seven days of the voting period, profit-sharing certificate holders representing at least 10 per cent of the outstanding profit-sharing capital request that voters must prove their identity by submitting a current securities account statement (**'request for proof of** identity'), the company shall notify all those entitled to vote of this via the platform. This extends the period by a further six days, and in this case only the votes of profit participation certificate holders who have provided such proof of identity by the end of this extended period will be counted.

2.3.8 The voting result determined in this way is binding on all participation certificate holders and on the company's voting behaviour. The result of the resolution is confirmed by the company and communicated to the participation certificate holders by sending the minutes by email or by making the minutes available electronically in the participation certificate holder's account on the platform.

2.3.9 The holders of participation certificates may, in accordance with Sections 5 et seq. of the SchVG, approve amendments to these terms and conditions by a majority resolution. In particular, in the event of an initial public offering (IPO) of the Target, a resolution may be passed to approve the conversion of the participation certificates (at a price to be determined in accordance with the provisions of these terms and conditions) into shares of the Target. A majority resolution cannot be used to impose an obligation to perform on the holders of participation certificates.

2.4 **Platform, Account**

2.4.1 Holders of participation certificates who wish to take part in resolutions of participation certificate holders in accordance with clauses2.3.2 and2.3.3 must first register at www.companisto.com ('Platform'). The Platform is operated by Companisto GmbH ('Platform Operator'). The Company is entitled at any time to replace the Platform Operator with another comparable service provider. The profit participation certificate holders must be notified of any such change by email and by notice in accordance with sections15.1 or15.2 .

2.4.2 Upon completion of registration on the Platform, the participation certificate holder gains access to a user account on the Platform set up specifically for them ('Account'). Following successful verification of their identity by the Platform Operator, which must take place without delay, the participation certificate holder is deemed to be authorised by the Platform Operator and the Company to participate in participation certificate holder resolutions in accordance with sections2.3.2 and2.3.3 .

2.4.3 Each account holder is personally responsible both for the accuracy and completeness of the data provided by them during the registration of their account and for the timely notification of any changes to such data (e.g. name, address, email address). The platform operator

is entitled, where required by law (e.g. under the Money Laundering Act), to request appropriate evidence regarding the data stored in the account. In the event of a transfer of participation certificates, the purchaser is deemed to be authorised vis-à-vis the platform operator and the company to participate in resolutions of participation certificate holders in accordance with clauses2.3.2 and2.3.3 , as soon as a) the transfer has been notified to the platform operator by the previous holder of the participation certificate and the legal successor, together with the data required under sentences 1 and 2, and b) the legal successor has registered in accordance with clause2.4.1 and clause2.4.2 and the platform operator has successfully carried out an identity verification, which must take place without delay. Once the succession has been notified by the participation certificate holder and the legal successor, the voting right is suspended until the legal successor has successfully passed the identity verification check. Alternatively, entitlement may be proven by means of a securities account statement or other suitable means. The provision in clause2.3.7 remains unaffected.

2.4.4 Account holders must keep their account login details confidential in order to prevent unauthorised access. Account holders are not authorised to make their account available to third parties or to use third-party accounts. An account holder must inform the platform immediately of any potential unauthorised use of their account.

2.5 **Profit sharing (carried interest)**

2.5.1 Companisto Beteiligungs GmbH & Co. KG (“Profit-Sharing Entity”) shall, in return for providing organisational support for the resolutions of the participation certificate holders, receive a share of the profit that the company generates from its investment in the Target (“Profit Share”, Carried Interest), as soon as and to the extent that the conditions set out below are met. The profit share constitutes an expense for the company.

2.5.2 The profit share becomes payable under the following conditions:

(a) Upon the disposal by the Company of shares in the Target; this also includes any economically equivalent transaction (such as transactions under company law relating to conversions, exchanges, contributions and comparable disposal transactions), as well as a conversion of the participation certificates into shares of the Target within the meaning of Clause2.3.9 in conjunction with Sections 5 et seq. of the SchVG;

(b) if the shares of the Target are, for the first time, either i) admitted to trading on a trading venue within the meaning of Article 4(1)(24) of MiFID II (Directive 2014/65/EU), Section 2(22) of the Securities Trading Act (WpHG), ii) on the open market pursuant to Section 48 of the Stock Exchange Act (BörsG), or iii) on a regulated or unregulated market segment comparable to these in another country (“initial public offering”) and/or

(c) in the event of dividend payments by the Target to the Company.

2.5.3 The profit share amounts to, subject to the further provisions set out in the following regulations15 % , the increase in value of the shares in the Target or15 % the dividends:

(a) When calculating the profit share, a minimum return for the Company of 6% per annum (based on the acquisition price of the stake in the Target and the period between acquisition and the dividend payment or the disposal of the stake in the Target or the IPO, **the ‘hurdle** rate’) must be deducted. The party entitled to profit sharing will therefore only receive a percentage share of the sum of capital gains and dividends (15 %) to the extent that these exceed the Company’s minimum return accumulated over the holding period.

(b) In the event of an IPO, the profit share applies to all shares in the Target held by the company at that time. In this case, the capital appreciation is calculated as the issue price per share underlying the IPO multiplied by the number of shares held by the company, less the acquisition price.

If no shares are issued or sold in the course of the IPO, the opening price shall be used in place of the issue price. The profit share is effected by the Company transferring to the persons entitled to the profit share, within two weeks of the IPO being completed, shares in the Target with a value of15 % of the increase in value of the shares (remaining after deduction of the minimum return accumulated over the holding period). In the event of an IPO, the profit share is therefore paid not in cash but in shares. The value of a share is based on the issue price or, alternatively, the opening market price. Once the profit share has been paid out – i.e. following the transfer of these shares – no further profit share is payable on the remaining shares held in the target company in the event of a sale.

(c) In the run-up to, or irrespective of, an initial public offering, the following applies: in any event of a (partial) disposal of shares in the target company, the profit share relates to the shares disposed of by the company in each instance. In this case, the capital gain is calculated as the pre-tax proceeds of sale (taking into account any liquidation preference or preferential right to proceeds of sale held by the company) less the total purchase price of the shares sold in each instance. Following completion of the (partial) disposal, the Company shall transfer to the person entitled to profit sharing an amount equal to15 % of the capital gain on the shares disposed of (after deduction of the minimum return accumulated over the holding period) to an account to be specified by the person entitled to profit sharing.

2.5.4 The carry remuneration is due in each case together with the payment of the variable distribution (clause2.1.2).

3. USE OF FUNDS; FLAT-RATE ADMINISTRATION FEE AND ORDER OF PAYMENTS; PAYMENT RESERVATION AND QUALIFIED SUBORDINATION INCLUDING PRE-INSOLVENCY ENFORCEMENT BAR

3.1 Use of funds; Administrative fee and order of priority

3.1.1 The Company shall use the paid-up participation certificate capital, less i) a flat-rate administration fee amounting to10 % of the paid-up participation certificate capital (“Flat-Rate Administration Fee”), which is used to cover the Company’s running costs (e.g. bookkeeping, tax advice, investor administration, etc.) and ii) a brokerage fee amounting to10 % of the paid-up participation certificate capital (“Brokerage Fee”), which is payable as a one-off payment to Effecta GmbH upon completion of the issue for the brokerage of the participation certificates, for the acquisition of the Target stake. It will use the profit-sharing certificate capital, in particular, to fulfil its obligation to make payments in connection with the capital increase to be carried out by the Target, as well as its obligation to contribute amounts to the Target’s reserves. Any fractional amounts that the Company is unable to invest in this manner due to the requirement to acquire a whole number of shares in the Target shall remain with the Company as an additional flat-rate administration fee.

3.1.2 The Company and the Target will use a portion of the payment to be made by the Company to cover the issue and transaction costs incurred in setting up the issue structure and carrying out the issue. In this respect, payments by the Company are not made to the Target but directly to the service providers involved, such as intermediaries (intermediary commission

at the standard rate disclosed to investors) and IT service providers (IT service fee for the technical execution of the funding round at the standard rate disclosed to investors).

3.1.3 The Company shall use any funds arising from income from the Target shareholding, from the realisation of the Target shareholding or from other unrestricted assets on the relevant distribution date and on the final maturity date for the following purposes and in the following order (**'order of** priority'), provided that the relevant amount is due and payable and provided that this is not precluded by clause3.2 :

(a) payment of the Company's existing tax liabilities or other statutory liabilities;

(b) Settlement of the Company's other liabilities to creditors other than the holders of participation certificates;

(c) Payment of the profit share to the persons entitled to a profit share within the meaning of clause2.5.1 ;

(d) Payment of the variable distribution in accordance with clause2.1 ; and

(e) Payment of the redemption amount for the participation certificates and any other claims arising from or in connection with the participation certificates.

3.2 **Reservation of payment and qualified subordination, including a pre-insolvency enforcement bar**

Payments by the Company shall be made exclusively subject to the availability of funds (including other unrestricted assets). Only to the extent that liquid funds remain available after the obligations of a particular tier in the order of priority within the meaning of Clause3.1.3 have been met shall payment be made in respect of the subordinated liabilities. Liabilities listed within a single tier shall rank equally amongst themselves; where necessary, they shall be settled on a pro rata basis.

In addition, and taking precedence over any provision in these Participation Certificate Terms and Conditions that may conflict with this, the following applies:

In order to avoid the Company becoming over-indebted under insolvency law within the meaning of Section 19(2) of the Insolvency Code, and in the event of liquidation proceedings, all present and future claims of the participation certificate holders arising from the participation certificates – including distributions, repayment and claims arising from any termination – ('subordinated claims') may only be satisfied after all claims and demands of all existing and future creditors of the company as specified in Section 39(1)(1) to (5) of the Insolvency Code (InsO) have been satisfied.

The subordinated claims may only be settled from the company's future net profits, any surplus on liquidation or from free assets exceeding the company's other liabilities.

The holders of participation certificates shall not assert their subordinated claims in the period prior to any commencement of insolvency proceedings, for as long as and to the extent that the satisfaction of such claims would give rise to or exacerbate a compelling ground for the commencement of insolvency proceedings in respect of the company's assets, that is to say, would lead to the company's insolvency within the meaning of section 17 of the Insolvency Code or to the company's over-indebtedness within the meaning of section 19 of the Insolvency Code (as in force at the relevant time), or would exacerbate such a situation.

3.3 **No participation in losses or obligation to make further contributions**

There is no participation in losses in respect of the participation certificate capital, nor is there any liability beyond this, in particular no obligation to make further contributions.

4. TERM; FINAL MATURITY AND REPAYMENT; EARLY REPAYMENT

4.1 **Term**

4.1.1 The participation certificates are issued for an indefinite term. The holders of the participation certificates are entitled to terminate the participation certificates with six months' notice to the end of a financial year (ordinary termination). However, ordinary termination may be given no earlier than at the end of the 2041 financial year (fixed term). Any termination (ordinary termination at the end of the fixed term and extraordinary termination where there is good cause) by the holders of the participation certificates is also subject to the conditions set out in clause4.1.3 being met.

4.1.2 The right to terminate for good cause remains unaffected (extraordinary termination). Good cause justifying extraordinary termination shall also be deemed to exist if

(a) all the shares held by the Company in the Target have been sold to one or more purchasers, provided that the purchaser is not an affiliated company, or

(b) insolvency proceedings are opened in respect of the Target's assets, or the Target initiates or applies for such proceedings, or

(c) the Target is wound up.

In this case, extraordinary termination is not subject to any notice period and may be declared at any time by the company or the participation certificate holders (in accordance with the following paragraph).

4.1.3 Any termination by the participation certificate holders (whether ordinary or extraordinary where there is good cause) is valid only if it is declared unanimously by participation certificate holders who collectively hold at least 25% of the outstanding participation certificate capital (**'required minimum** quorum'). Notice of termination must be given to the company in writing, and the participation certificate holder must submit a current custody account statement as proof of their entitlement.

4.1.4 The terminated participation certificates retain their full rights until the termination takes effect.

4.2 **Maturity**

4.2.1 The final maturity date of the participation certificates is the date on which a notice of termination in accordance with Clause4.1 or Clause5.1 takes effect (" **final maturity** date").

4.2.2 Upon final maturity, the participation certificates shall be repaid at their nominal amount outstanding on the final maturity date (i) plus any accrued variable distributions, and (ii) plus any amounts received by the Company from the Target as extraordinary distributions up to the final maturity date, provided that (iii) the participation certificates have not been redeemed or repurchased early (the "Redemption Amount"). Notwithstanding the preceding sentence, in the event of termination pursuant to Clause4.1.3 , the participation certificates shall be repaid at their outstanding nominal value on the final maturity date, provided that the participation certificates have not been redeemed or repurchased early.

4.2.3 The repayment amount shall, in principle, become due for payment no later than six calendar months after the final maturity date (the “repayment date”); however, if and to the extent that the Company is dependent on the receipt of payments to make the repayment amount and has not yet received such payments by that date, the repayment amount shall become due one month after the Company has received the relevant payment. It is clarified that the holders of participation certificates – except in the event of termination pursuant to Clause4.1.3 – shall be entitled to a share in any profits arising from the Target holding or from the realisation of the Target holding, which accrue following the declaration of termination on the basis of a disposal or other write-down of the Target holding or further capital inflows.

4.3 **Early repayment**

If, prior to the final maturity date, the Company receives repayments of its invested equity capital from its investment in the Target, the Company shall pay the amount of the repaid capital to the participation certificate holders as repayment of the participation certificates, with all outstanding participation certificates being serviced equally (the **“Early** Repayment”). The Company must make the Early Redemption within one month of receiving the relevant repayment.

The Company may also make an Early Redemption pursuant to a relevant resolution of the participation certificate holders in accordance with clause 2.3.3, in particular following the sale of a portion of its stake in the Target. In such a case, the Early Redemption shall be made up to the amount of the acquisition costs for the portion of the stake that has been sold.

5. EXTRAORDINARY RIGHT OF TERMINATION OF THE PARTICIPATION CERTIFICATE HOLDERS

5.1 **Termination of the participation certificates**

Notwithstanding the provision in clause4.1.2 , the profit participation certificate holders are, in particular, also entitled to terminate the profit participation certificates under the conditions set out in clause4.1.3 and to demand repayment of the outstanding amount if

(a) the Company fails to pay capital or distributable dividends – the latter subject to the provision set out in clause3.1 – within 30 calendar days of the relevant due date; or

(b) the Company enters into liquidation.

Repayment may only be demanded insofar as this is not precluded by the qualified subordination, including the pre-insolvency enforcement bar, as set out in clause3.2 .

5.2 **Extinction of the right of termination**

The right of termination of the participation certificate holders shall lapse if the grounds for termination have been remedied prior to the exercise of the right of termination**.**

6. THE COMPANY’S RIGHT OF TERMINATION

The Company is entitled to terminate the participation certificates extraordinarily by giving notice in accordance with clause15 of these terms and conditions governing participation certificates, in so far as the fulfilment of the Company’s obligations arising from the participation certificates is, in accordance with applicable current or future legal provisions, rules, judgements, orders or guidelines issued by an administrative authority, a legislative body or

a court, or a change in the interpretation thereof, is prohibited in whole or in part as unlawful, illegal or for other reasons.

7. NO RIGHT OF REDEMPTION FOR HOLDERS OF PROFIT PARTICIPATION CERTIFICATES

Apart from the ordinary right of termination pursuant to clause4.1 and the extraordinary right of termination pursuant to clause5.1 , the holders of profit participation certificates have no right to return the profit participation certificates they hold to the Company.

8. REPLACEMENT OF THE COMPANY ‘ ’

8.1. The Company shall be entitled at any time, provided it is not in default of any payment of capital or interest on the participation certificates, to appoint any Affiliated Company (within the meaning of clause2.3.3) in its place as the principal debtor (**“Successor** Debtor”) for all obligations arising from and in connection with these participation certificates (“Substitution”), provided that:

(a) the Successor Debtor assumes all of the Company’s obligations arising from and in connection with the participation certificates;

(b) the Successor Debtor is entitled to pay the holders of participation certificates the amounts in euros necessary to fulfil these obligations, without being obliged to deduct or withhold any taxes or other levies of any kind levied in the country in which the Successor Debtor or the Company has its registered office or tax domicile;

(c) the successor debtor has acquired the Target shareholding from the company, provided that the sale transaction does not result in any financial disadvantage to the participation certificate holders;

(d) the successor debtor indemnifies the participation certificate holders against any withholding taxes, levies or official charges imposed on a participation certificate holder in connection with the replacement; and

(e) there is a legally binding declaration by the parties entitled to profit sharing, whereby they waive any claim to profit sharing (carried interest) under clause2.5 that would otherwise arise in the course of the successor debtor’s acquisition of the Target shareholding from the company.

8.2. Any substitution must be announced in accordance with Clause15 .

8.3. In the event of a substitution, any reference in these participation certificate terms and conditions to the Company shall, from the date of the substitution, be deemed to be a reference to the successor debtor.

9. RIGHT OF TENDER

9.1. Companisto Holding GmbH and any company affiliated with it within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) (‘Option Holders’) may, in any of the following cases (‘Option Event’), require the holders of profit participation certificates to tender all such certificates (the ‘Option’):

(a) the opening of (not merely provisional) standard insolvency proceedings in respect of the Target’s assets (Section 27 of the Insolvency Code (InsO)), but not where the

proceedings are conducted under self-administration or an insolvency plan is submitted;

(b) Rejection of the application to open proceedings (Section 26 of the Insolvency Code) or discontinuation of insolvency proceedings concerning the assets of the Target due to lack of assets (Section 207 of the Insolvency Code) or due to insufficient assets (Section 211 of the Insolvency Code);

(c) Termination of the insolvency proceedings concerning the assets of the target company following the final distribution (Section 200 of the Insolvency Code);

(d) Publication of the notice to creditors in the event of the dissolution and liquidation of a target company;

(e) Insolvency (section 17 of the Insolvency Code) of the company.

9.2. The option may be exercised within twelve months of the occurrence of the relevant option event. The occurrence of the option event shall be effected, in the cases referred to in sub-paragraphs (a) to (c) by means of a corresponding insolvency notice (Section 9 of the Insolvency Code), in the case of point (d) above by presenting the notice to creditors published in the electronic Federal Gazette, and in the case of point (e) above by means of a certificate from the company's independent tax adviser.

If the Target is domiciled abroad and, as a result, the insolvency and/or company law applicable in its home jurisdiction governs the Target, the occurrence of the option events under the above sub-paragraphs (a) to (d) depends on whether the procedural situation and the circumstances of the Target are comparable to the cases regulated therein.

9.3. The holders of the participation certificates hereby declare, in the event of the occurrence of an option event as set out above, an open-ended offer to sell the participation certificates to the option holder (Sections 145, 148 of the German Civil Code (BGB)), which may in such a case be accepted by the option holder by giving notice in accordance with Clause 15 of these terms and conditions governing the participation certificates.

9.4. The option holder shall determine a purchase price for the participation certificates which appears reasonable on the basis of sound commercial judgement, at its reasonable discretion (Section 315 of the German Civil Code (BGB)). The parties assume that, in the event of a foreseeable or already completed insolvency-related liquidation of the Target, the Company's equity interest in the Target – the performance of which is reflected by the participation certificates – will no longer be attributed any positive economic value. The option holder shall take this into account when determining the purchase price, with the result that, in such cases, the purchase price will generally amount to only a nominal sum.

9.5. In the event that the option holder – contrary to their forecast when determining the purchase price in accordance with the preceding paragraph – receives further unexpected payments arising from or in connection with the insolvency or liquidation of the target company following the exercise of the option, they shall, in accordance with the provisions and interpretations set out in the terms and conditions of the participation certificates and – insofar as these do not provide for such matters – Sections 667, 670 of the German Civil Code (BGB), to distribute the proceeds to the (former) profit-sharing certificate holders after deducting any expenses which, in the circumstances, they were entitled to regard as necessary.

10. PAYMENTS

10.1 Payments of capital and distributions on the profit participation certificates shall be made by the Company on the relevant distribution or final maturity date on which such payments

become due in accordance with the provisions of these profit participation certificate terms and conditions.

10.2 All payments under these Participation Certificate Terms and Conditions shall be made in accordance with the order of priority set out in Clause3 and subject to the conditions laid down therein. Claims by the holders of participation certificates pursuant to Clause12.1.2 remain expressly unaffected by this.

11. PROHIBITION ON SET-OFF

The Company and the holders of participation certificates hereby waive any rights of set-off against or arising from claims under the participation certificates.

12. LIMITED RECOURSE AND WAIVER

12.1 Limitation of liability to the Company's assets

12.1.1 Claims by participation certificate holders arising from the participation certificates are limited to the company's assets.

12.1.2 In addition to the distribution of income and proceeds from the Target shareholding or from the realisation of the Target shareholding, the participation certificate holder may, subject to the relevant conditions being met, in particular demand that their claim regarding the repayment amount be satisfied from the company's other available assets.

13. CURRENCY; EXECUTION OF PAYMENTS; PAYING AGENT

13.1 Currency

All payments in respect of the participation certificates shall be made in EUR.

13.2 Execution of payments

In accordance with the terms and conditions of the participation certificates, the Company shall, upon maturity, make all payments in respect of the participation certificates in euros, subject to applicable tax and other statutory regulations and provisions, via the paying agent to the clearing system for onward transmission to the respective holders of participation certificates. Such payments shall have a discharging effect for the Company, in their respective amounts, in respect of the corresponding liabilities towards the respective holders of participation certificates.

13.3 Paying Agent

Payments and deposits in connection with the participation certificates are made via the following institution (**'Paying** Agent'):

Bankhaus Gebr. Martin AG
Schlossplatz 7
D-73033 Göppingen

Telephone: +49-7161-6714-0
Fax: +49-7161-979710
Email: info@martinbank.de

The Company reserves the right at any time to amend or terminate the appointment of the paying agent and to appoint another or additional paying agent(s). The Company shall maintain a paying agent at all times. Any amendment, revocation, appointment or other change shall take effect upon publication in the Federal Gazette.

The paying agent acts exclusively as an agent of the Company and assumes no obligations whatsoever towards the participation certificate holders. No agency or fiduciary relationship is established between the paying agent and the participation certificate holders. In particular, the paying agent is not involved in the procedure for adopting resolutions of participation certificate holders in accordance with clauses2.3.2 and2.3.3 , does not verify voting results, does not calculate payment amounts and assumes no obligations towards the participation certificate holders in this respect either.

13.4 Due Date/Banking Day

If a due date for payments of capital on the participation certificates and/or a distribution date is not a banking day, the relevant payment shall be made on the next banking day, without any interest becoming due as a result of this delay in payment. 'Banking day' means any day (excluding Saturdays and Sundays) on which credit institutions in Frankfurt am Main are open to the public and which is also a TARGET2 day. A TARGET2 day is a day on which payments in euros are settled via TARGET2 (short for Transeuropean Automated Real-time Gross Settlement Express Transfers System 2).

14. TAXES

All payments in respect of the participation certificates shall be made without any withholding or deduction for or on account of any present or future taxes, duties or official charges of any kind, unless the Company is required by law to deduct or withhold such present or future taxes, duties or official charges of any kind from the payments in respect of the participation certificates. In such a case, the Company shall make the relevant payments following any such withholding or deduction and shall pay the amounts withheld or deducted to the relevant authorities. The Company shall not be obliged to pay any additional amounts to the holders of participation certificates as a result of such withholding or deduction.

15. NOTICES

15.1 Notices to Holders of Participation Certificates

Subject to the provisions of paragraph 15.2 below, all notices relating to the participation certificates shall be published in the Federal Gazette. Any such notice shall be deemed to have taken effect on the third day following the date of its publication. Requests and notices pursuant to clauses2.3.5 to2.3.8 do not constitute notices relating to the participation certificates within the meaning of clauses15.1 and15.2 .

15.2 Notifications to the clearing system

The Company may transmit all notices relating to the participation certificates to the clearing system for forwarding to the custodian banks. Such a notice to the clearing system shall replace the publication required under the preceding paragraph15.1 . Any such notice shall

be deemed to have been communicated to the holders of the participation certificates on the third day following the date on which the notice was sent to the clearing system.

15.3 **Notifications to the Company**

Notices from the holders of participation certificates to the Company must be sent to the following address:Companisto Trust Service LXIV UG (limited liability) , Köpenicker Straße 154, 10997 Berlin.

16. MISCELLANEOUS

16.1 **Place of performance**

The place of performance for the obligations arising from the participation certificates is Frankfurt am Main, unless mandatory statutory provisions stipulate otherwise.

16.2 **Governing Law**

The form and content of the participation certificates, as well as all rights and obligations of the holders of participation certificates and the company arising from the participation certificates and these terms and conditions, shall be governed in all respects by the law of the Federal Republic of Germany.

16.3 **Jurisdiction**

The exclusive place of jurisdiction for all legal disputes with the Company arising from the legal relationships governed by these Participation Certificate Terms and Conditions is Frankfurt am Main.

16.4 **Partial invalidity**

Should any individual provision of these Participation Certificate Terms and Conditions be or become invalid in whole or in part, or should they fail to contain a provision that is in itself necessary, this shall not affect the remaining provisions of these Participation Certificate Terms and Conditions. In place of the invalid provision, or to fill the gap in the provisions, a provision corresponding to the economic meaning and purpose of the invalid provision or to the meaning of these terms and conditions shall apply, insofar as this is legally possible.

* * *

ENTWURF

Gesellschaftsvertrag

der

Articles of Association

of

IRUBIS GmbH

[*Bindende deutsche Fassung / Binding German Version.*]

[*Unverbindliche Übersetzung / Convenience Translation.*]

1. Firma, Sitz und Geschäftsjahr

1.1 Die Firma der Gesellschaft lautet:

IRUBIS GmbH

(die „**Gesellschaft**“).

1.2 Der Sitz der Gesellschaft ist in München.

1.3 Das Geschäftsjahr der Gesellschaft entspricht dem Kalenderjahr.

2. Gegenstand des Unternehmens

2.1 Gegenstand der Gesellschaft ist die Forschung, Entwicklung, Zulassung und der Verkauf von Geräten und Software, insbesondere die Ausrüstung und das Zubehör von Laboranalytik, und Beratungsleistungen in diesem Zusammenhang sowie alle damit im Zusammenhang stehenden Geschäfte und soweit keine gesetzlich vorgeschriebenen Genehmigungen erforderlich sind.

2.2 Die Gesellschaft ist zur Vornahme aller Handlungen und Maßnahmen berechtigt, die unmittelbar oder mittelbar zur Förderung des vorstehenden Unternehmensgegenstandes geeignet sind.

2.3 Die Gesellschaft ist berechtigt, Beteiligungen an anderen in- und ausländischen Unternehmen mit gleichem oder ähnlichem Gegenstand zu erwerben und zu halten und solche Unternehmen zu gründen sowie Zweigniederlassungen im In- und Ausland zu errichten.

3. Stammkapital, genehmigtes Kapital

3.1 Das Stammkapital der Gesellschaft beträgt EUR __.

3.2 Das Stammkapital der Gesellschaft ist eingeteilt in __Geschäftsanteilen mit den laufenden Nummern 1 bis __ im Nennbetrag von jeweils EUR 1,00 (einzeln jeweils ein „**Geschäftsanteil**“ und zusammen die „**Geschäftsanteile**“).

3.3 Die Geschäftsanteile sind bar einzuzahlen. Die auf sie entfallenden Einlagen sind sofort jeweils in voller Höhe zur Einzahlung fällig. Der Rest ist auf Anforderung

1. Name, Seat and Business Year

1.1 The name of the Company is:

IRUBIS GmbH

(the “**Company**”).

1.2 The seat of the Company is in Munich.

1.3 The business year of the Company is the calendar year.

2. Object of the Company

2.1 Object of Company is the research, development, approval and sale of devices and software, in particular equipment and accessories of laboratory analytics, and consulting services in this context as well as all related business and as far as no legally required approvals are required.

2.2 The Company shall be authorized to perform any and all acts and measures directly or indirectly appropriate for the promotion of the aforesaid object of the Company.

2.3 The Company shall be authorized to hold and acquire participations in domestic and foreign enterprises with the same or a comparable object and to found such enterprises as well as to establish domestic and foreign branch offices.

3. Registered Issued Share Capital, authorized capital

3.1 The registered issued share capital of the Company amounts to EUR __.

3.2 The registered issued share capital of the Company is divided into __shares with the serial numbers 1 through __ each in the nominal amount of EUR 1.00 (each individually a “**Share**” and collectively the “**Shares**”).

3.3 The shares must be paid in cash. The contributions attributable to them are due for full payment immediately. The remainder

durch die Geschäftsführung nach vorhergehendem Gesellschafterbeschluss einzuzahlen.

3.4 Die Geschäftsführer der Gesellschaft – für diesen Fall unter Befreiung von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuches (BGB) – sind ermächtigt, das Stammkapital der Gesellschaft bis zum Ablauf des ___2026 einmalig oder mehrmals um bis zu insgesamt EUR ___ (in Worten: ___ Euro) gegen Bareinlagen durch ein- oder mehrmalige Ausgabe von insgesamt bis zu ___neuen Vorzugsgeschäftsanteilen Klasse "Serie A" im Nennbetrag von jeweils EUR 1,00 zu erhöhen (Genehmigtes Kapital 2026) und dabei das gesetzliche Bezugsrecht der Gesellschafter der Gesellschaft auszuschließen. Die neuen Geschäftsanteile aus dem Genehmigten Kapital 2026 werden jeweils zum Nennwert ohne Aufgeld ausgegeben. Die neuen Geschäftsanteile aus dem Genehmigten Kapital 2026 nehmen ab dem Beginn des zum Zeitpunkt der Eintragung der jeweiligen Kapitalerhöhung aus dem Genehmigten Kapital 2026 in das Handelsregister laufenden Geschäftsjahres am Gewinn der Gesellschaft teil.

Zur Übernahme der neuen Series A Geschäftsanteile werden (i) die Companisto Trust Service LXIV UG (haftungsbeschränkt) mit Sitz in Frankfurt am Main oder ein mit ihr im Sinne des § 15 AktG verbundenes Unternehmen (ii) und/ oder zusätzliche Companisto Angel Investoren (iii) Bestandsgesellschafter der Gesellschaft sowie (iv) weitere Dritt-Investoren, sofern die Investorenmehrheit zugestimmt hat, zugelassen. Darüber hinaus sind die Geschäftsführer der Gesellschaft ferner ermächtigt, die weiteren Einzelheiten der Kapitalerhöhung(en) aus dem Genehmigten Kapital 2026 festzulegen sowie die Änderungen der Fassung des Gesellschaftsvertrages bezüglich der Angaben zum Stammkapital, Genehmigten Kapital 2026 und den Geschäftsanteilen im Rahmen der Ausnutzung des Genehmigten Kapitals 2026 zu beschließen und zum Handelsregister der Gesellschaft anzumelden. Entsprechendes gilt, sofern und soweit das Genehmigte Kapital 2026 bei Ablauf der Ermächtigungsfrist nicht

is to be paid up on demand by the management after previous shareholder resolution.

3.4 The Managing Directors of the Company – – and in such case they are released from the restrictions of self-dealing pursuant to Section 181 German Civil Code (*Bürgerliches Gesetzbuch*, *BGB*) – are authorized to increase the share capital of the Company up until the expiry of ___ 2026 once or several times by in total up to EUR ___ (in words: ___ Euros) by one or several issuances of in total up to ___ new preferred shares of the class “Series A” with a nominal value of EUR 1.00 each in return for contributions in cash (Authorized Capital 2026) and to exclude the shareholders from their statutory subscription rights in relation to any such capital increase. The new shares out of the Authorized Capital 2026 shall in each case be issued for the nominal value without premium. The new shares out of the Authorized Capital 2026 shall be entitled to participate in profits of the Company as from the beginning of the business year during which the respective increase of the share capital out of the Authorized Capital 2026 is registered with the Commercial Register.

The following are authorized to subscribe to new Series A Shares: (i) the Companisto Trust Service LXIV UG (*haftungsbeschränkt*), registered in Frankfurt am Main, or any affiliated company within the meaning of Section 15 AktG, (ii) and/ or succussing additional Companisto Angel Investors (iii) existing shareholders of the Company as well as (iv) other third-party investors if this is approved by the Investor Majority The Managing Directors of the Company are further authorized to determine the further details of the increase(s) of the share capital out of the Authorized Capital 2026 as well as to resolve the amendments to the wording of the Articles of Association with respect to the details of the share capital, the Authorized Capital 2026 and the shares in the course of the utilization of the Authorized Capital 2026 and to notify such amendments to the commercial register of the Company. This

ausgenutzt wurde.

shall apply accordingly if and to the extent that the Authorized Capital 2026 has not been utilized upon the expiration of the term of the authorization.

4. Geschäftsanteilsklassen

4.1 Das Stammkapital in Höhe von EUR 37.302 ist eingeteilt in:

4.1.1 25.000 Stammgeschäftsanteile im Nennbetrag von jeweils EUR 1,00 mit den lfd. Nrn. 1 bis 25.000 (einzeln jeweils ein "**Stammgeschäftsanteil**" und zusammen die "**Stammgeschäftsanteile**");

4.1.2 12.302 Vorzugsgeschäftsanteile der Klasse "Seed" im Nennbetrag von jeweils EUR 1,00 mit den lfd. Nrn. 25,001 bis 37.302 (einzeln jeweils ein "**Vorzugsgeschäftsanteil Serie Seed**" und zusammen die "**Vorzugsgeschäftsanteile Serie Seed**") und

4.1.3 __ Vorzugsgeschäftsanteile der Klasse "Series A" im Nennbetrag von jeweils EUR 1,00 mit den lfd. Nrn. 37.303 bis __ (einzeln jeweils ein "**Vorzugsgeschäftsanteil Serie A**" und zusammen die "**Vorzugsgeschäftsanteile Serie A**" und zusammen mit den Vorzugsgeschäftsanteilen Serie Seed die „**Vorzugsgeschäftsanteile**“).

4.2 Die Vorzugsgeschäftsanteile sind mit den Vorzugsrechten gemäß ausdrücklicher Beschreibung in diesem Gesellschaftsvertrag ausgestattet. Ansonsten sind alle Geschäftsanteile der Gesellschaft einschließlich der Vorzugsgeschäftsanteile mit den gleichen Rechten und Pflichten ausgestattet, insbesondere sind auch die Vorzugsgeschäftsanteile stimmberechtigt. Abweichende Rege-lungen (z.B. die Gewährung eines Dividenden- bzw. Liquidationsvorzuges zu Gunsten bestimmter Geschäftsanteilsklassen) einer etwaigen zwischen allen Gesellschaftern geschlossenen Gesellschaftervereinbarung bleiben unberührt.

4. Classes of Shares

4.1 The current registered issued share capital in the amount of EUR 37,302 is divided into:

4.1.1 25,000 Common Shares each in the nominal amount of EUR 1.00 with serial nos. 1 through (and including) 25,000 (each individually a "**Common Share**" and collectively the "**Common Shares**");

4.1.2 12,302 Preferred Shares of the class "Seed" each in the nominal amount of EUR 1.00 with serial nos. 25,001 through 37,302 (each individually a "**Preferred Share Series Seed**" and collectively the "**Preferred Shares Series Seed**") and

4.1.3 __ Preferred Shares of the class "Series A" each in the nominal amount of EUR 1.00 with serial nos. 37,303 through __ (each individually a "**Preferred Share Series A**" and collectively the "**Preferred Shares Series A**" and together with the Preferred Shares Series Seed the “**Preferred Shares**”).

4.2 The Preferred Shares shall have the preference rights as set forth expressly in these articles of association. Apart from that, all shares of the Company including the Preferred Shares shall have the same rights and obligations, the Preferred Shares shall in particular also be entitled to vote. Deviating provisions (e.g. the grant of dividend or liquidation preferences for the benefit of certain share classes) of any shareholders' agreement between all shareholders of the Company shall remain unaffected.

4.3 Soweit sich nicht ausdrücklich aus diesem Gesellschaftsvertrag etwas anderes ergibt, stimmen alle Geschäftsanteile der Gesellschaft zusammen als eine Gattung ab. Die vorstehende Einteilung der Geschäftsanteile in unterschiedliche Gattungen begründet keinerlei Sonderbeschlusserfordernisse.

4.3 Except as expressly set forth otherwise in these articles of association, all shares of the Company shall vote together as one class. The aforementioned division of the Shares into different classes shall not constitute any requirement for special shareholder resolutions.

4.4 „**Gründungsgesellschaftermehrheit**“ meint einen oder mehrere Halter von Stammgeschäftsanteilen, der/die allein oder zusammen mindestens mehr als 50% der Stammgeschäftsanteilen im jeweiligen Zeitpunkt halten.

4.4 “**Founding Shareholder Majority**” means one or more holders of Common Shares holding alone or together more than 50 % of the outstanding Common Shares at a given point in time.

4.5 „**Investorenmehrheit**“ meint einen oder mehrere Halter von Vorzugsgeschäftsanteilen, der/die allein oder zusammen mindestens mehr als 50% der Vorzugsgeschäftsanteile im jeweiligen Zeitpunkt halten.

4.5 “**Investor Majority**” means one or more holders of Preferred Shares holding alone or together more than 50 % of the outstanding Preferred Shares at a given point in time.

5. Geschäftsführung und Vertretung der Gesellschaft

5.1 Die Geschäftsführung der Gesellschaft besteht aus einem oder mehreren Geschäftsführern. Ist nur ein (1) Geschäftsführer bestellt, wird die Gesellschaft durch diesen Geschäftsführer allein vertreten. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei (2) Geschäftsführer gemeinsam oder durch einen (1) Geschäftsführer zusammen mit einem (1) Prokuristen vertreten.

5.2 Die Geschäftsführer werden durch die Gesellschafterversammlung bestellt und abberufen. Die Gesellschafterversammlung kann allen oder einzelnen Geschäftsführern Einzelvertretungsbefugnis erteilen und/oder diese von den Beschränkungen des § 181 BGB befreien.

5.3 Die Geschäfte der Gesellschaft werden von den Geschäftsführern unter Beachtung der Sorgfalt eines ordentlichen und gewissenhaften Geschäftsführers nach Maßgabe der gesetzlichen Bestimmungen, dieses Gesellschaftsvertrags, der Gesellschaftervereinbarung, ihres jeweiligen Anstellungsvertrags, einer etwaigen Geschäftsordnung für die Geschäftsführung in ihrer jeweils aktuellen Fassung

5. Management and Representation of the Company

5.1 The management board of the Company comprises of one managing director or more. If only one (1) managing director is appointed, then the Company is represented by such managing director with sole power of representation. If more than one managing director is appointed, the Company is represented by two (2) managing directors acting jointly or by one (1) managing director acting jointly with one (1) officer vested with procuration (*Prokurist*).

5.2 The managing directors are appointed and dismissed by the shareholders meeting. The shareholders' meeting may grant all or individual managing directors, authority to represent the Company with sole power of representation and/or may release each and all of them from the restrictions of Section 181 BGB.

5.3 The managing directors shall manage the business of the company with the due care and diligence of a prudent and conscientious businessman in accordance with statutory laws, these articles of association, the shareholders' agreement, their respective service agreement, the rules of procedure for the management board (if any), in each case as amended from time

und den Beschlüssen der Gesellschafterversammlung geführt.

5.4 Bei dem Abschluss, der Änderung und der Beendigung von Dienst- oder Anstellungsverträgen mit Geschäftsführern wird die Gesellschaft durch die Gesellschafterversammlung vertreten. Die Gesellschafterversammlung kann einen jeden Gesellschafter oder sonstigen Dritten (ausgenommen die Geschäftsführer selbst in Bezug auf ihren eigenen Vertrag) zur Vertretung in derartigen Angelegenheiten ermächtigen.

6. Beirat

6.1 Die Gesellschaft hat einen Beirat (der „**Beirat**“), der aus drei (3) Mitgliedern besteht. Die Mitglieder des Beirats werden wie folgt entsandt (der bzw. die entsendeberechtigten Gesellschafter hiernach jeweils der „**Entsendeberechtigte**“ genannt):

6.6.1 EIC Fund hat das Recht (aber nicht die Pflicht), ein (1) Mitglied (“**EIC Member**”) zu entsenden, entfernen und ersetzen. Solange der EIC Fund sein Recht gemäß Satz 1 dieses 6.6.1 nicht ausgeübt hat, haben alle Inhaber von Vorzugsaktien Serie Seed das Recht (aber nicht die Pflicht), durch Erklärung in Textform gegenüber der Gesellschaft mit einfacher Mehrheit unter sich einen Vertreter für den EIC Member zu bestellen.

6.6.2 High-Tech Gründerfonds III GmbH & Co. KG und Verve Investment Syndicates GmbH haben das Recht (aber nicht die Pflicht) ein (1) Mitglied (“**Seed Member**”) zu entsenden, entfernen und ersetzen.

6.6.3 Die Gründungsgesellschaftermehrheit hat das Recht (aber nicht die Pflicht) ein (1) Mitglied zu entsenden, entfernen und ersetzen.

6.2 Jedes entsandte Mitglied des Beirats kann durch den jeweiligen Entsendeberechtigten mit den für die Bestellung geltenden Mehrheiten abberufen oder ausgetauscht werden. Für die Abberufung des Vertreters des EIC Member seitens EIC Fund gilt eine Frist von sechs (6) Monaten.

to time, and the resolutions of the shareholders' meeting.

5.4 With regard to the conclusion, amendment or termination of a service or employment agreement with a managing director, the Company is represented by the shareholders' meeting. The shareholders' meeting may authorize any shareholder or third party (except for managing directors with respect to their own agreements) to represent the Company with regard to such matters.

6. Advisory Board

6.1 The Company has an advisory board (“**Advisory Board**”) which shall consist of three (3) members. The members of the Advisory Board shall be delegated as follows (the respective shareholder/s hereinafter the “**Delegator**”):

6.6.1 EIC Fund shall have the right (but not the obligation) to appoint, remove and replace one (1) member (“**EIC Member**”). As long as EIC Fund has not exercised its right according to sentence one of this 6.6.1, all holders of Preferred Shares Series Seed have the right (but not the obligation) to appoint (*entsenden*), a substitute to EIC Member by declaration in text form to the Company with a simple majority *inter se*.

6.6.2 High-Tech Gründerfonds III GmbH & Co. KG and Verve Investment Syndicates GmbH shall have the right (but not the obligation) to appoint, remove and replace one (1) member (“**Seed Member**”).

6.6.3 The Founding Shareholding Majority shall have the right (but not the obligation) to appoint, remove and replace one member..

6.2 Each delegated member of the Advisory Board is subject to removal and replacement by the respective Delegator with the respective majorities applicable for the appointment. EIC Fund may remove and replace the substitute of the EIC remove or replace with a notice period of six (6) months one.

6.3 Ein Mitglied der Geschäftsführung der Gesellschaft kann gleichzeitig Mitglied des Beirats sein.

6.4 Die Rechte zur Entsendung, Abberufung und zum Austausch von Mitgliedern des Beirats aus dieser Ziffer werden durch Erklärung in Textform (§ 126b BGB) gegenüber der Geschäftsführung der Gesellschaft ausgeübt.

6.5 Die Geschäftsordnung des Beirats kann vorsehen, dass einzelne Gesellschafter jeweils das Recht haben, einen stimmrechtslosen Vertreter zur Teilnahme an den Sitzungen des Beirats zu entsenden.

6.6 Der Beirat hat die folgenden Rechte und Pflichten:

6.6.1 Beratung der Geschäftsführung der Gesellschaft;

6.6.2 Erteilung der Zustimmung zu allen Maßnahmen und Angelegenheiten, die nach einer etwaigen Geschäftsordnung für die Geschäftsführung oder einer etwaigen Gesellschaftervereinbarung ausdrücklich einer Zustimmung des Beirats bedürfen.

6.7 Für die Zeit bis zur Errichtung des Beirats und für die Zeit, in der der Beirat nicht beschlussfähig ist, tritt die Gesellschafterversammlung in vorstehende Rechte und Pflichten des Beirats. Die diesbezüglichen Gesellschafterbeschlüsse werden mit der einfachen Mehrheit der abgegebenen Stimmen unter Zustimmung der Qualifizierten Mehrheit gefasst. Im Übrigen ist der Beirat für die ihm hierin zugewiesenen Aufgaben ausschließlich zuständig, es sei denn, die Gesellschafterversammlung zieht die dem Beirat hierin zugewiesenen Aufgaben durch einstimmigen Gesellschafterbeschluss an sich.

6.8 Die Gesellschafterversammlung gibt dem Beirat eine Geschäftsordnung.

6.9 Die Vorschriften des AktG und des § 52 GmbHG betreffend den Aufsichtsrat finden auf den Beirat keine Anwendung.

6.3 A member of the Company's management may, at the same time, be a member of the Advisory Board.

6.4 The right to delegate, remove or replace members of the Advisory Board set forth in this Section shall be exercised in text form (*Textform*, Section 126b BGB) to the management board of the Company.

6.5 The rules of procedure for the Advisory Board may provide that certain shareholders have the right to appoint a non-voting observer to attend meetings of the Advisory Board.

6.6 The Advisory Board shall have the following rights and obligations:

6.6.1 Advice to the management of the Company;

6.6.2 Approving all actions and measures which expressly require the approval of any Advisory Board according to the rules of procedure for the management or any shareholders' agreement.

6.7 For the period until the establishment of the Advisory Board and for the period in which the Advisory Board is not quorate, the general meeting of shareholders shall assume the above rights and duties of the Advisory Board. The relevant shareholders' resolutions shall be adopted with the simple majority of the votes cast with the approval of the Qualified Majority. In all other respects, the Advisory Board shall be exclusively responsible for the tasks assigned to it herein, unless the general meeting of shareholders assigns the tasks assigned to the Advisory Board herein to itself by unanimous resolution of the shareholders.

6.8 The shareholders meeting shall adopt rules of procedure for the Advisory Board.

6.9 The provisions of the Stock Corporation Act and Section 52 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung, GmbHG*) on the supervisory board (*Aufsichtsrat*) shall not apply (respectively) to the Advisory Board.

7. Gesellschafterversammlung

7.1 Jede Gesellschafterversammlung ist durch die Geschäftsführung durch eingeschriebenen Brief (mit Rückschein) oder per E-Mail an jeden Gesellschafter unter der der Gesellschaft zuletzt schriftlich bekannt gegebenen Anschrift und/oder E-Mail-Adresse mit einer Frist von mindestens zwei (2) Wochen einzuberufen. Im Falle besonderer Eilbedürftigkeit kann die vorstehende Einberufungsfrist auf eine (1) Woche reduziert werden. Jeder Geschäftsführer ist jeweils einzeln einberufungsberechtigt. Der Lauf der Frist beginnt mit dem der Absendung des Telefaxes oder der E-Mail bzw. mit dem der Aufgabe des eingeschriebenen Briefes folgenden Tag. Der Tag der Versammlung wird bei der Berechnung der Frist nicht mitgezählt. Die Tagesordnung ist wenigstens fünf (5) Werktage vor der Versammlung in der für die Einberufung vorgeschriebenen Art und Form anzukündigen. Die Gesellschafterversammlung soll – soweit gesetzlich keine persönliche Versammlung vorgeschrieben ist - mittels Telekommunikation (insbesondere als Audio- oder Videokonferenz) oder in Kombination mit einer persönlichen Versammlung abgehalten werden, anderenfalls am Sitz der Gesellschaft stattfinden, sofern die Gesellschafter sich nicht für die jeweils nächste Gesellschafterversammlung einstimmig auf einen anderen Ort einigen Der/die Geschäftsführer ist/sind für die angemessene technische Umsetzung der Teilnahme mittels dieser elektronischen Kommunikation und die Anwendung angemessener Sicherheits- und Authentifizierungsstandards verantwortlich.

7.2 Sofern nicht zwingendes Recht eine andere Form vorschreibt, können die Gesellschafter Beschlüsse auch außerhalb einer Gesellschafterversammlung (z. B. durch schriftliche Abstimmung im Umlaufverfahren durch Briefoder E-Mail, mündlich oder telefonisch, und auch durch Kombination jeder der vorstehend aufgeführten Möglichkeiten), fassen, (i) unter den Voraussetzungen des § 48 Abs. 2 GmbHG oder (ii) wenn alle Gesellschafter selbst oder ordnungsgemäß vertreten an der Abstimmung teilnehmen und kein Gesellschafter diesem

7. Shareholders' Meeting

7.1 Each shareholders' meeting shall be convened by the management board by transmission to each of the shareholders of a registered letter (receipt required) or email to the last address and/or email address notified in writing to the Company with a notice period of at least two (2) weeks. In case of special urgency the aforementioned convocation period may be reduced to one (1) week. Each managing director is authorized to convene a shareholders' meeting acting alone. The notice period starts with the day following the dispatch of the facsimile, email or registered letter. The day of the shareholders' meeting shall not be included in the notice period. The agenda shall be announced in the same manner and form required for the notice of the meeting at least five (5) days before the meeting takes place. The shareholders' meeting shall held by means of telecommunication (in particular as audio or video conference) or in combination with a meeting in person, unless a meeting in person is mandatory by law, otherwise take place at the statutory seat of the Company, unless the shareholders unanimously agree on a different place for the respective succeeding shareholders' meeting. The managing director(s) shall be responsible for the adequate technical realisation of the participation by means of such electronic communication and the implementation of adequate security and authentication standards.

7.2 Unless a specific form is required by applicable statutory law, the shareholders may also pass resolutions outside shareholders' meetings (e.g., in writing by way of a circular procedure by letter or e-mail, orally or by telephone, and also by a combination of any of the foregoing), (i) pursuant to the requirements set forth in Section 48 para. 2 GmbHG or (ii) if all shareholders participate in the resolution (in person or through a duly authorized representative) and if no shareholder objects to the relevant procedure.

Verfahren widerspricht.

7.3 In gleicher Weise, und sofern nicht zwingendes Recht eine andere Form vorschreibt, können die Gesellschafter Beschlüsse auch durch schriftliche Abstimmung (im Umlaufverfahren, durch Brief oder E-Mail) fassen, wenn Gesellschafter, die zusammen mehr als 50 % der Stammgeschäftsanteile und mindestens 75% der Vorzugsanteile halten, sich mit der Beschlussfassung im Wege der schriftlichen Abstimmung einverstanden erklären. Die Aufforderung zur Beschlussfassung im Wege der schriftlichen Abstimmung kann durch jeden Geschäftsführer erfolgen. Sie muss klarstellen, dass die Voraussetzungen dieser Verfahrensweise gemäß dieser Ziffer 7.3 erfüllt sind. Beschlüsse im Wege der schriftlichen Abstimmung nach dieser Ziffer 7.3 werden mit der nach diesem Gesellschaftsvertrag für den betroffenen Beschlussgegenstand erforderlichen Mehrheit gefasst, wobei für die Zwecke dieser Ziffer 7.3 auf die absolute Zahl aller abgegebenen Stimmen abzustellen ist. Äußert sich ein Gesellschafter nicht binnen einer Frist von einer (1) Woche nach Zugang der Aufforderung zur Beschlussfassung zum Beschlussantrag, so ist die Nichtabgabe seiner Stimme als Enthaltung zu werten.

7.3 In the same way, and unless a specific form is required by applicable statutory law, the shareholders may pass resolutions outside shareholders' meetings by voting in writing (by circular procedure, by letter or e-mail) if shareholders jointly holding more than 50 % of the Common Shares and at least 75% of the Preferred Shares agree to passing a resolution by voting in writing. The request to pass a shareholders' resolution by voting in writing may be made by each managing director. It shall indicate that the requirements of such voting procedure pursuant to this Section 7.3 have been met. Shareholders' resolutions by voting in writing pursuant to this Section 7.3 shall be passed with the majority required under these articles of association for the relevant resolution, provided that for the purposes of this Section 7.3 the requisite majority shall be calculated as the majority of all votes cast. In the event that a shareholder refrains from voting on the proposed resolution within one (1) week as of the receipt of the request to vote, such omission shall be qualified as an abstention from voting.

7.4 Den Inhabern der Geschäftsanteile mit den laufenden Nummern [__] bis [__] (nachfolgend „**Companisto Investoren**“) steht zudem stets das Recht zu, soweit nicht zwingende gesetzliche Bestimmungen entgegen stehen, ohne Einverständnis der übrigen Gesellschafter und ungeachtet von anderslautenden Bestimmungen gemäß dieser Ziffer 7 an Gesellschafterversammlungen entweder durch Beschlussabgabe in Textform (z.B. per Brief oder E-Mail) oder mündlich (per Telefon oder Videokonferenz) oder auch in Kombination der vorgenannten Verfahren teilnehmen. Diese Gesellschafter gelten als anwesend im Sinne von Ziffer 7.7, falls im Zeitpunkt der Beschlussfassung eine Stimmgabe des betreffenden Companisto Investors bzw. seines Vertreters vorliegt oder abgegeben

7.4 Unless mandatory law provides otherwise, the shareholders holding the shares with the consecutive numbers [__] through [__](hereinafter “**Companisto Investors**”) shall have the right, without the consent of the other shareholders and notwithstanding different regulations in this Section 7, to participate in shareholders' meetings, either by passing resolutions in text form (e.g. by letter or e-mail) or orally (by telephone or videoconference) or by a combination of the aforementioned procedures. These shareholders shall be deemed present in the meaning of Section 7.7, if a vote has been presented by the respective Companisto Investor or its authorized representatives or at the time the resolution is adopted.

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7.5 Formlos gefasste Beschlüsse sind den Gesellschaftern von der Geschäftsführung schriftlich zu bestätigen; Ziffer 7.14 gilt sinngemäß.

7.6 Die Gesellschafterversammlung wählt einen Vorsitzenden mit der einfachen Mehrheit der aus Stammgeschäftsanteilen mit Zustimmung der einfachen Mehrheit der aus Vorzugsgeschäftsanteile Serie Seed abgegeben Stimmen (die "**Qualifizierte Mehrheit**"). Der Vorsitzende leitet die Versammlung und kann eine von der Ankündigung der Tagesordnung abweichende Reihenfolge der Verhandlungsgegenstände sowie die Art und Form der Abstimmung bestimmen.

7.7 Die Gesellschafterversammlung ist beschlussfähig, wenn mindestens 75,00 % des Stammkapitals anwesend oder vertreten sind. Kommt eine beschlussfähige Gesellschafterversammlung nicht zustande, so ist auf Verlangen der Geschäftsführung oder eines Gesellschafters eine neue Gesellschafterversammlung mit derselben Tagesordnung einzuberufen, die ohne Rücksicht auf die Höhe des anwesenden oder vertretenen Stammkapitals beschlussfähig ist, wenn in der Einladung hierauf ausdrücklich hingewiesen wurde und die neue Gesellschafterversammlung frühestens sieben (7) Tage und nicht später als sieben (7) Wochen nach der nicht beschlussfähigen Versammlung stattfindet; für die Einberufung der neuen Gesellschafterversammlung gilt Ziffer 7.1 entsprechend.

7.8 Die Beschlüsse der Gesellschafterversammlung werden, soweit dieser Gesellschaftsvertrag nicht eine andere Mehrheit vorschreiben, mit einfacher Mehrheit der abgegebenen Stimmen bzw. der gesetzlich zwingend vorgesehenen Mehrheit gefasst (die „**Reguläre Mehrheit**“). Das Stimmrecht eines Gesellschafters richtet sich nach dem Nennwert der von diesem Gesellschafter gehaltenen Geschäftsanteile und kann von jedem Gesellschafter hinsichtlich seiner sämtlichen von ihm gehaltenen Geschäftsanteile nur einheitlich ausgeübt werden; je EUR 1,00 Nennwert eines (1) Geschäftsanteils gewährt eine (1) Stimme.

7.5 Non-organizational resolutions adopted by the shareholders have to be confirmed in writing by the management board; Section 7.14 applies *mutatis mutandis*.

7.6 The shareholders' meeting shall elect a chairman with a simple majority of the votes cast out of Common Shares with consent a simple majority of Preferred Shares Series Seed (the "**Qualified Majority**"). The chairman shall preside over the meeting and may determine an order of the items of the agenda which differs from the announced agenda and may also determine the manner and form of the vote.

7.7 The shareholders' meeting shall have a quorum, if shareholders representing at least 75.00 % of the registered issued share capital are present or represented. If no such quorum is achieved, a new shareholders' meeting with the same agenda shall be convened at the request of the management board or of any shareholder. Such shareholders' meeting is competent to adopt resolutions irrespective of a quorum provided that this has been indicated explicitly in the invitation and if the new shareholders' meeting takes place at the earliest seven (7) days after the shareholders' meeting not achieving a quorum and not later than seven (7) weeks after the shareholders' meeting not achieving a quorum; Section 7.1 applies *mutatis mutandis* to the notice for such new shareholders' meeting.

7.8 Resolutions of the shareholders' meeting shall be adopted with a simple majority of all votes cast or the compulsory majority provided for by law (the "**Regular Majority**") to the extent no other majority is required by the articles of association. The voting power of each shareholder is determined in accordance with the nominal value of all shares in the Company held by such shareholder, and may only be executed uniformly by each shareholder for all of its shares; each EUR 1.00 of nominal value applicable to one (1) share in the in the registered issued share capital of the Company confers one (1) vote.

7.9 Steht ein Geschäftsanteil mehreren Personen gemeinschaftlich zu, so haben diese einen gemeinsamen Vertreter zu benennen, der das mit dem Geschäftsanteil verbundene Stimmrecht ausübt. Ein Gesellschafter kann in der Gesellschafterversammlung nur durch einen anderen Gesellschafter, einen Poolführer gemäß einer Stimmbindungs- und Poolvereinbarung oder durch einen zur Verschwiegenheit verpflichteten Dritten vertreten werden. Der Vertreter bzw. gemeinsame Vertreter im Sinne von Satz 1 hat zu Beginn der Gesellschafterversammlung eine schriftliche Vollmacht vorzulegen (Scan ausreichend). Jeder Gesellschafter ist berechtigt, in der Gesellschafterversammlung zu seiner Beratung einen beruflich zur Verschwiegenheit verpflichteten Dritten hinzuzuziehen.

7.9 If a share is jointly held by several persons, they must appoint a representative who exercises the voting power conferred by the applicable share. A shareholder may be represented at shareholder meetings only by another shareholder, a pool leader under a voting and pooling agreement, or a third party bound by a duty of confidentiality. The representative or in case if sentence 1 a joint representative must present a written power of attorney (a scanned copy is sufficient) at the beginning of the shareholder meeting. Each shareholder may arrange to be advised at the shareholder meeting by a third party bound by a professional duty of confidentiality.

7.10 Die ordentliche Gesellschafterversammlung findet statt, sobald der Jahresabschluss erstellt ist und der Prüfungsbericht des Abschlussprüfers vorliegt, spätestens aber neun (9) Monate nach Beginn eines Geschäftsjahres.

7.10 The ordinary shareholders' meeting shall take place as soon as the annual accounts have been established and the auditor's report has been presented, however, not later than nine (9) months after the business year has started.

7.11 In der ordentlichen Gesellschafterversammlung ist von den Gesellschaftern Beschluss zu fassen über:

7.11 In the ordinary shareholders' meeting the shareholders shall resolve on:

7.11.1 Entlastung der Mitglieder der Geschäftsführung und ggf. des Beirats;

7.11.1 discharge the managing directors and, if applicable, the advisory board members;

7.11.2 Wahl des Abschlussprüfers für das folgende Geschäftsjahr, sofern erforderlich.

7.11.2 appointment of the auditor for the following business year, if required.

7.12 Eine außerordentliche Gesellschafterversammlung ist einzuberufen, wenn dies nach dem Gesetz oder dem Gesellschaftsvertrag vorgeschrieben ist oder die Einberufung aus einem sonstigen Grund im Interesse der Gesellschaft liegt. Darüber hinaus können Gesellschafter, die zusammen mindestens 10 % des Stammkapitals halten (§ 50 GmbHG) oder die Qualifizierten Mehrheit die Einberufung verlangen.

7.12 An extraordinary shareholders' meeting has to be convened, if such convocation is required by law or by the articles or if such convocation serves the interests of the Company for any other reason. Furthermore shareholders collectively holding at least 10 % of the nominal capital (Section 50 GmbHG) or the Qualified Majority may request a convocation.

7.13 Eine Beschlussfassung über die folgenden Beschlussgegenstände erfordern neben der Regulären Mehrheit die Zustimmung der Qualifizierten Mehrheit:

7.13 A resolution on the following items requires the approval of the Qualified Majority in addition to the Regular Majority.

7.13.1 Änderungen dieses Gesellschaftsvertrags, insbesondere

7.13.1 amendments to the articles of as-

Kapitalerhöhungen, Kapitalherabsetzungen und andere Kapitalmaßnahmen mit Ausnahme der zur Vermeidung der Insolvenz der Gesellschaft erforderlichen Finanzierungsmaßnahmen;

sociation, including without limitation any increase or decrease of the registered issued share capital, share capital decreases and other measures relating to the registered issued share capital except for measures of financing necessary to avoid insolvency of the Company;

7.13.2 Erwerb eigener Anteile (falls und soweit gesetzlich zulässig);

7.13.2 purchase of treasury shares (if and as far as legally permissible);

7.13.3 Konsolidierung von Anteilen;

7.13.3 consolidation of shares;

7.13.4 Fusion, Spaltung oder jede andere Umstrukturierung des Unternehmens (einschließlich Squeeze-Outs);

7.13.4 merger, de-merger or any other corporate restructuring of the Company (including squeeze-outs);

7.13.5 die Veräußerung des gesamten Gesellschaftsvermögens oder eines wesentlichen Teils des Gesellschaftsvermögens sowie Maßnahmen nach dem Umwandlungsgesetz;

7.13.5 disposal of all company's assets or of a significant part of the company's assets as well as measures under the German Reorganization Act (*Umwandlungsgesetz*);

7.13.6 Börsengang (IPO) oder eine indirekte Börsennotierung der Gesellschaft im Rahmen einer Transaktion unter Beteiligung einer Akquisitionszweckgesellschaft (SPAC);

7.13.6 IPO (Initial Public Offering) of the shares in the Company or an indirect listing by way of a transaction involving a Special Purpose Acquisition Company (SPAC);

7.13.7 Bestellung und Abberufung eines Geschäftsführers;

7.13.7 appointment and dismissal of a managing director;

7.13.8 Abschluss, Änderung und Beendigung von Dienst- oder Anstellungsverträgen mit einem Geschäftsführer oder den Gründern;

7.13.8 conclusion, amendment or termination of service agreements or employment agreements with managing directors or the founders;

7.13.9 Entlastung der Mitglieder der Geschäftsführung und ggf. des Beirats;

7.13.9 discharge the managing directors and, if applicable, the advisory board members;

7.13.10 Erteilung der Alleinvertretungsbefugnis an Geschäftsführer und/oder Befreiung der Geschäftsführer von den Beschränkungen des § 181 BGB;

7.13.10 granting to managing directors the authority to represent the Company with sole power of representation and/or release managing directors from restrictions of Section 181 BGB;

7.13.11 Ernennung des Abschlussprüfers;

7.13.11 appointment of the auditor;

7.13.12 alle Handlungen, die zu einem Kontrollwechsel führen;

7.13.12 any actions which result in a change of control;

7.13.13 Errichtung/Auflösung eines Beirats sowie Festsetzung der Anzahl der Mitglieder des Beirats;

7.13.13 implementation/dissolution of an advisory board as well as determination of the number of its members;

7.13.14 Verabschiedung oder Änderung der Geschäftsordnung des Beirats oder der Geschäftsführung sowie die Durchführung oder Änderung eines Maßnahmenkatalogs, für den die Geschäftsführung eine Genehmigung benötigt;

7.13.14 adoption or amendment of the rules of procedure for the advisory board or the management as well as implementation or amendment of a catalogue of measures for which the management requires approval;

7.13.15 Befreiung der Gesellschafter von Wettbewerbsverboten;

7.13.15 exemption of shareholders of non-compete obligations;

7.13.16 Feststellung des Jahresabschlusses;

7.13.16 Adoption of annual statements;

7.13.17 Erteilung von Weisungen an die Geschäftsführer;

7.13.17 instructions to the managing directors;

7.13.18 Zustimmung zur jährliche Geschäftsplanung und Budget;

7.13.18 Approval of the annual business plan and budget (*jährliche Geschäftsplanung und Budget*);

7.13.19 Beschlüsse gemäß Ziffern 5.2, 8.2 und 10.4.

7.13.19 Resolutions pursuant to Sections 5.2, 8.2 and 10.4.

7.14 Soweit über Gesellschafterbeschlüsse keine notarielle Niederschrift aufgenommen wird, ist über jeden gefassten Beschluss (unabhängig davon, ob innerhalb oder außerhalb einer Gesellschafterversammlung gefasst) unverzüglich eine Niederschrift anzufertigen (zu Beweiszwecken, nicht als Wirksamkeitsvoraussetzung), welche den Tag und die Form der Beschlussfassung, den Inhalt des Beschlusses, die Stimmabgaben, die Tagesordnung und Anträge zu enthalten hat. Die Niederschrift ist vom Vorsitzenden der Gesellschafterversammlung oder im Falle der Ziffer 7.5 von der Geschäftsführung zu unterzeichnen. Jedem Gesellschafter ist unverzüglich nach der Gesellschafterversammlung eine Abschrift der Niederschrift durch E-Mail oder per Brief zuzuleiten.

7.14 To the extent shareholders' resolutions are not recorded in notarial minutes, minutes of any resolution passed within or outside of a shareholders' meeting shall be drawn up without undue delay (for the purpose of evidence, not as a precondition of validity) specifying the day and form of the resolution, content of the resolution and the voting, the agenda and motions. The minutes have to be signed by the chairman of the shareholders' meeting or in case of Section 7.5 by the management board. A copy of the minutes shall be provided to each shareholder by email or mail without undue delay upon passing such resolution.

7.15 Gesellschafterbeschlüsse, die nicht ohnehin nichtig sind, können nur innerhalb eines (1) Monats ab Zugang der Niederschrift angefochten werden.

7.15 Shareholders' resolutions, which are not null and void by operation of law may only be challenged within a period of one (1) month following the receipt of the minutes.

7.16 Die Gesellschafter können sich in Gesellschafterversammlungen durch Bevollmächtigte vertreten lassen. Vertreter haben sich durch eine Vollmacht in Textform

7.16 Shareholders can be represented in shareholders' meetings by representatives. The representatives have to provide a power of attorney in text form (*Textform*, Section 126b BGB). Any shareholder may

(§ 126b BGB) auszuweisen. Jeder Gesellschafter darf sich von einem von berufswegen zur Verschwiegenheit verpflichteten Berater begleiten lassen. Jeder Gesellschafter hat die Vertretung oder Begleitung eines von berufswegen zur Verschwiegenheit verpflichteten Berater mindestens eine (1) Woche vor der Gesellschafterversammlungen den übrigen Gesellschaftern anzuzeigen. Die Gesellschafterin EIC Fund kann sich durch einen Mitarbeiter der Behörden der Europäischen Union, des EIC-Fund oder der Europäischen Investitionsbank vertreten lassen.

also be accompanied by advisors who are subject to a professional or fiduciary duty of confidentiality. Each shareholder shall notify the other shareholders of the representation or accompaniment of an advisor who is subject to a professional or fiduciary duty of confidentiality at least one (1) week before the shareholders' meeting. The shareholder EIC Fund can be represented by an employee of the authorities of the European Union, the EIC Fund or the European Investment Bank.

8. Jahresabschluss, Ergebnisverwendung

8.1 Für den Jahresabschluss, den Lagebericht und für die Pflicht zur Offenlegung dieser und der dazugehörigen Unterlagen gelten die gesetzlichen Vorschriften, insbesondere die §§ 238 ff. des Handelsgesetzbuches (HGB). Die Geschäftsführung hat den Jahresabschluss innerhalb der gesetzlichen Fristen aufzustellen und, sofern erforderlich, dem Abschlussprüfer zur Prüfung vorzulegen.

8.2 Die Gesellschafterversammlung entscheidet über die Verwendung des Jahresergebnisses sowie die Auflösung von Rücklagen, die für die Gesellschaft als nicht mehr erforderlich angesehen werden, mit der Zustimmung der Regulären Mehrheit zusammen mit der Qualifizierten Mehrheit.

8.3 Am Gewinn der Gesellschaft sind die Gesellschafter im Verhältnis ihrer Geschäftsanteile beteiligt. Die Gesellschafter können einvernehmlich eine abweichende (disproportionale) Gewinnverteilung zur Umsetzung einer zwischen Gesellschaftern und Gesellschaft abgeschlossenen Gesellschaftervereinbarung beschließen. Dies gilt entsprechend für die Auskehrung eines Liquidationserlöses (§§ 29 Abs. 3 Satz 2, 72 S.2 GmbHG).

8. Annual Accounts, Use of Profits

8.1 The legal provisions, in particular sections 238 et seq. of the German Commercial Code (*Handelsgesetzbuch*, *HGB*) apply to the annual accounts, the status report and the obligation to disclose all associated documents. Within the statutory provisions relating to deadlines, the management board shall have to prepare the annual financial statements and submit these to the auditor for review if required.

8.2 The shareholders' meeting shall resolve on the use of the annual profit as well as on the dissolution of reserves which the Company does no longer consider as necessary with the Regular Majority together with the consent of a Qualified Majority.

8.3 The shareholders shall participate in the profits of the company pro rata to their shares. For the implementation of a shareholders' agreement concluded between the shareholders and the company, the shareholders shall unanimously resolve on a deviating (disproportional) distribution of profits. This shall apply accordingly with regard to the distribution of liquidation preferences (Sec. 29(3) sentence 2, 72 sentence 2 German Limited Liability Companies Act).

9. Verfügungen über Geschäftsanteile

9.1 Eine Abtretung von Geschäftsanteilen oder von Teilen von Geschäftsanteilen bedarf eines Beschlusses der Gesell-

9. Disposition of Shares

9.1 Any transfer of shares in the registered issued share capital of the Company or of parts thereof requires a shareholders' res-

schafter mit Zustimmung der Qualifizierten Mehrheit. Der veräußerungswillige Gesellschafter ist hierbei stimmberechtigt.

olution that has to be adopted with consent of the Qualified Majority votes cast. The shareholder intending to transfer shares shall be entitled to cast its vote.

9.2 Ziffer 9.1 ist auf Belastungen, Einräumung von Unterbeteiligungen, Beteiligungen über stille Gesellschaften oder Treuhandverhältnisse sowie andere vergleichbare Rechtsverhältnisse mit vergleichbarem wirtschaftlichen Ziel und/oder Ergebnis entsprechend anzuwenden.

9.2 Section 9.1 shall apply mutatis mutandis to encumbrances, the granting of sub-participation rights or silent partnerships, trusts (*Treuhandverhältnisse*) and similar legal relationships with a similar economic aim and/or effect.

10. Einziehung

10. Redemption

10.1 Mit Zustimmung des betroffenen Gesellschafters ist die Einziehung sämtlicher Geschäftsanteile der Beteiligung des betroffenen Gesellschafters am Stammkapital der Gesellschaft zulässig.

10.1 Any and all shares constituting the shareholding of a shareholder in the registered issued share capital of the Company may be redeemed if the applicable shareholder consents to such redemption of its shares.

10.2 Die Einziehung sämtlicher Geschäftsanteile der Beteiligung am Stammkapital der Gesellschaft ist ohne Zustimmung des betroffenen Gesellschafters zulässig, wenn ein wichtiger Grund vorliegt, insbesondere wenn

10.2 The redemption of any and all shares constituting the shareholding of a shareholder in the registered issued share capital of the Company may be effected without the consent of the applicable shareholder in case of good cause, particularly in the event that

10.2.1 ein Geschäftsanteil von einem Gläubiger des Gesellschafters gepfändet oder sonst wie in einen Geschäftsanteil vollstreckt wird und die Vollstreckungsmaßnahmen nicht innerhalb von zwei (2) Monaten aufgehoben werden;

10.2.1 any share is seized by a creditor of the shareholder or if there is a foreclosure of any kind against any share and if such foreclosure is not levied within two (2) months;

10.2.2 über das Vermögen des Gesellschafters das Insolvenzverfahren eröffnet oder die Eröffnung eines solchen Verfahrens mangels Masse abgelehnt wird;

10.2.2 insolvency proceedings have been commenced regarding the assets of the shareholder or if the commencement of such proceedings is denied for insufficiency of assets;

10.2.3 in der Person des betroffenen Gesellschafters oder eines diesen kontrollierenden Gesellschafters ein wichtiger Grund vorliegt, der in entsprechender Anwendung der §§ 133, 140 HGB seinen Ausschluss aus der Gesellschaft rechtfertigt; ein wichtiger Grund liegt insbesondere dann vor, wenn der Gesellschafter in erheblicher Weise gegen seine Pflichten als Gesellschafter, insbesondere gegen Ziffer 9, oder in erheblicher Weise ge-

10.2.3 there exits good cause (*wichtiger Grund*) relating to the applicable shareholder or a controlling shareholder of the applicable shareholder justifying his or her exclusion from the Company in corresponding application of Sections 133 and 140 HGB; such good cause is shall be deemed to exist, in particular, if the affected shareholder is in material breach with its obligations as shareholder, including without limitation under Section 9, or in material

gen seine Pflichten aus einer Gesellschaftervereinbarung verstößt und er den Verstoß nicht innerhalb einer Frist von zwei (2) Wochen nach Abmahnung des Verstoßes durch einen Mitgesellschafter in Textform (§ 126b BGB) abstellt;

breach with its obligations under a shareholders' agreement and does not redress the breach within two (2) weeks after a warning of the breach by a co-shareholder in text form (*Textform*, Section 126b BGB);

10.2.4 ein Inhaber von Stammgeschäftsanteilen jeweils ein einziger Anteil an diesem Gesellschafter, direkt oder indirekt den Inhaber wechseln, es sei denn, (i) die neuen Anteilseigner sind im Wege der Erbfolge in die Gesellschaft eingetreten, (ii) die betreffenden Anteile werden innerhalb von acht Wochen auf den jeweiligen Gesellschafter zurückübertragen oder (iii) der Gesellschafter wird ohne Änderung der wirtschaftlichen Struktur, insbesondere der wirtschaftlichen Beteiligungsverhältnisse, nur rechtlich umgewandelt;

10.2.4 a holder of Common Shares a single share in such shareholder, is directly or indirectly transferred to a third person, unless (i) the applicable shareholding is transferred to such person through inheritance, (ii) the applicable shareholding is retransferred to the respective shareholder within eight weeks or (iii) the shareholder is only legally transformed without changing its economic structure, especially the economic participation in the shareholder;

10.2.5 ein Gesellschafter gegen ein etwaig vertraglich vereinbartes Verbot zur direkten oder indirekten Übertragung von Geschäftsanteilen an der Gesellschaft verstoßen hat;

10.2.5 shareholder has violated a possible contractually agreed prohibition on the direct or indirect transfer of shares in the company;

10.2.6 ein Gesellschafter eine etwaige vertraglich vereinbarte und fällige Zuzahlungsverpflichtung im Sinne von § 272 Abs. 2 Nr. 4 HGB nicht spätestens innerhalb einer von der Gesellschaft (im Namen der anderen Gesellschafter) mindestens in Textform (§ 126b BGB) gesetzten Nachfrist von vier (4) Wochen vollumfänglich erfüllt hat;

10.2.6 a shareholder has not fully fulfilled any contractually agreed and due copayment obligation within the meaning of Section 272 para. 2 no. 4 HGB at the latest within an additional grace period of at least four (4) weeks, set by the Company (on behalf of the other Shareholders) in text form (*Textform*, Section 126b BGB);

10.2.7 der Gesellschafter stirbt und der oder die betreffenden Erben bzw. Vermächtnisnehmer nicht einem anderen Gesellschafter binnen drei Monate nach entsprechender Aufforderung der Gesellschaft Stimmrechtsvollmacht erteilen. Der Stimmrechtsbevollmächtigte darf in der Freiheit der Stimmabgabe keinen vertraglichen Beschränkungen unterliegen; oder

10.2.7 the shareholder dies and his or her legal successors do not, within three months upon a respective request by the Company, grant power of attorney to another shareholder to exercise the voting rights. The attorney-in-fact shall not be subject to contractual limitations as to the exercise of voting rights; or

10.2.8 ein Inhaber von Stammgeschäftsanteilen seiner Obliegenheit aus der Gesellschaftervereinbarung,

10.2.8 each holder of Common Shares fails to comply with his or her obligation under the shareholders'

seinen Güterstand durch Ehevertrag bzw. Lebenspartnerschaftsvertrag zu regeln, nicht innerhalb einer Frist von zwei (2) Monaten nach Abmahnung des Verstoßes durch einen Mitgesellschafter in Textform (§ 126b BGB) nachkommt.

agreement to regulate his matrimonial property regimes by means of a marriage agreement or life partnership agreement within two (2) months after a warning of the breach by a co-shareholder in text form (*Textform*, Section 126b BGB).

10.3 Steht ein Geschäftsanteil mehreren Berechtigten gemeinschaftlich zu, so ist die Einziehung auch zulässig, wenn die Voraussetzungen gem. Ziffer 10.2 nur in der Person eines Mitberechtigten vorliegen.

10.3 In case several persons are joint holders or co-holders of a single share, the redemption is also permissible if the provision according to Section 10.2 applies only to one of the respective persons.

10.4 Die Einziehung wird durch die Gesellschafterversammlung mit einer Qualifizierten Mehrheit beschlossen. Dabei hat der betroffene Gesellschafter kein Stimmrecht. Nimmt der betroffene Gesellschafter an der Gesellschafterversammlung teil, wird der Einziehungsbeschluss sofort wirksam; andernfalls wird der Beschluss erst mit Zugang der Niederschrift über die Beschlussfassung bei dem betroffenen Gesellschafter wirksam. Die Zahlung der in Ziffer 11bestimmten Einziehungsvergütung ist nicht Wirksamkeitsvoraussetzung der Einziehung.

10.4 The shareholders' meeting shall resolve upon the redemption by a shareholders' resolution that has to be adopted with a Qualified Majority. The applicable shareholder shall be excluded from voting in respect of the applicable resolution. If the applicable shareholder participates in the shareholders' meeting the resolution shall have immediate effect; otherwise the resolutions becomes effective upon receipt by the applicable shareholder of the applicable minutes. Payment of the compensation pursuant to Section 11 is not a prerequisite for the effectiveness of the redemption.

10.5 Die Einziehung kann nur innerhalb von sechs (6) Monaten nach dem Zeitpunkt beschlossen werden, in dem alle Gesellschafter von den Tatsachen, die zur Einziehung berechtigen, Kenntnis erhalten haben.

10.5 Redemption may only be resolved upon within six (6) months after all shareholders have gained knowledge of the existence of the facts justifying the redemption.

10.6 Die Einziehung erfolgt gegen Entgelt. Die Höhe des Entgeltes und die Zahlungsweise bestimmen sich nach Ziffer 11.

10.6 In case of redemption the concerned shareholder shall be entitled to compensation in cash. The amount of this compensation and the mode of payment shall be determined in accordance with Section 11.

10.7 Soweit die Einziehung von Geschäftsanteilen zulässig ist, kann die Gesellschafterversammlung – ohne Stimmrecht des ausscheidenden Gesellschafters – mit einer Qualifizierten Mehrheit stattdessen verlangen, dass die betreffenden Geschäftsanteile an die Gesellschaft oder eine von ihr bezeichnete Person, bei der es sich um einen Gesellschafter handeln kann, abgetreten wird, und zwar auch dergestalt, dass die betreffenden Geschäftsanteile teilweise eingezogen werden und im Übrigen an die Gesellschaft

10.7 If and to the extent that redemption is permissible, the shareholders' meeting – without a voting right of the resigning shareholder – may request with a Qualified Majority that the applicable shares shall be transferred to the Company or to a person nominated by the Company including persons who are shareholders; the Company may also request that the applicable shares are only partially redeemed and assigned to the Company or to a person named by the Company. In such event, Section 11 shall apply mutatis mutandis and the compensation for the

oder die von ihr bezeichnete Person abzutreten sind. In diesem Fall sind die Bestimmungen der Ziffer 11 entsprechend anzuwenden mit der Maßgabe, dass die Vergütung für die abzutretenden Geschäftsanteile von dem Erwerber der betreffenden Geschäftsanteile geschuldet wird und die Gesellschaft für deren Zahlung wie ein selbstschuldnerischer Bürge haftet; § 30 Abs. 1 GmbHG bleibt unberührt.

applicable shares subject to the transfer shall be payable by the acquirer of the applicable shares whereas the Company shall be liable as guarantor for such payment; Section 30 para. 1 GmbHG shall remain unaffected.

10.8 Mit dem Einziehungsbeschluss ist zu beschließen, jedoch ohne dass dies eine Wirksamkeitsvoraussetzung der Einziehung ist, ob die eingezogenen Geschäftsanteile neu ausgegeben werden oder die Geschäftsanteile der verbleibenden Gesellschafter aufgestockt werden oder – soweit zulässig – eine Kapitalherabsetzung beschlossen wird, um entsprechend § 5 Abs. 3 Satz 2 GmbHG eine Übereinstimmung zwischen dem Stammkapital und der Summe der Geschäftsanteile herzustellen.

10.8 Together with the resolution for redemption the shareholders shall resolve, but without such resolution constituting a prerequisite for the validity of the redemption, upon whether the redeemed share shall be re-issued or the shares of the remaining shareholders shall be increased or, to the extent permissible, a capital decrease shall be resolved in order to achieve accordance of the registered issued share capital of the Company and the aggregate nominal value of all issued shares in the Company pursuant to Section 5 para. 3 sentence 2 of the GmbHG.

11. Einziehungsvergütung

11.1 Im Fall der Einziehung sowie in allen anderen Fällen des Ausscheidens eines Gesellschafters ist dem Gesellschafter eine Vergütung zu bezahlen, welche sich wie folgt errechnet.

11.1.1 Die Vergütung besteht in den Fällen gemäß Ziffern 10.2.3 bis 10.2.6 in einem Gesamtbetrag in Höhe des Buchwerts (Stammkapital zuzüglich der offenen Gewinnrücklagen und eines etwaigen Bilanzgewinns bzw. abzüglich eines etwaigen Bilanzverlusts der Gesellschaft zum Stichtag), der dem Verhältnis des eingezogenen Geschäftsanteils zum Stammkapital entspricht. Stichtag ist der letzte Bilanzstichtag, der dem Einziehungsbeschluss vorausgeht. Stille Reserven oder ein Firmenwert werden nicht berücksichtigt.

11.1.2 Die Vergütung besteht in den übrigen Fällen in einem Gesamtbetrag in Höhe von 50 % des Verkehrs-

11. Compensation for Redemption

11.1 In case of redemption as well as in all other cases of retirement from the Company the concerned shareholder shall receive a compensation corresponding as follows.

11.1.1 The compensation consists in cases of Sections 10.2.3 through 10.2.6 of a total amount corresponding to the amount of the book value (nominal share capital including retained earnings and possible balance sheet earnings for the year or minus a possible balance sheet loss for the year of the company at the key date), which corresponds to the proportion of the redeemed share to the nominal capital. The key date is the date of the balance sheet, which precedes the decision about the redemption. Hidden reserves or company value shall not be taken into account.

11.1.2 In all other cases, the compensation shall consist of an amount equal to 50 % of the fair market value of the redeemed shares at

wertes der eingezogenen Geschäftsanteile im Zeitpunkt des Ausscheidens nach Maßgabe der nachfolgenden Bestimmungen. Der Verkehrswert ist unter Berücksichtigung etwaiger zwischen den Gesellschaftern vereinbarter Erlösverteilungsabreden auf Basis der dann geltenden Bewertungsgrundsätzen des Instituts der Wirtschaftsprüfer, Düsseldorf, oder seines Nachfolgers zu ermitteln.

the time of effectiveness of the redemption according to the following provisions. The fair market value shall be determined with due regard to any liquidation preference agreements between the shareholders on the basis of the valuation principles of the Institute of Auditors (*Institut der Wirtschaftsprüfer*), Düsseldorf or its successor.

Sollte im Einzelfall rechtskräftig festgestellt werden, dass die Einziehungsvergütung gemäß dieser Ziffer 11.1 unwirksam ist, so ist die niedrigste noch zulässige Vergütung zu gewähren.

In the event that, in a particular case, it is finally ruled that the compensation provisions according to this Section 11.1 are invalid, then the lowest permissible compensation amount shall be paid.

11.2 Die Vergütung ist an den ausgeschiedenen Gesellschafter in drei (3) gleichen Jahresraten auszuzahlen, von denen die erste sechs (6) Monate nach dem Ausscheiden des Abzufindenden und die weiteren Raten je ein (1) Jahr später fällig sind. Der jeweilige Rest der Vergütung ist ab dem Ausscheiden in Höhe von einem (1) Prozentpunkt über dem jeweiligen Basiszinssatz p.a. zu verzinsen. Die Zinsen sind alljährlich am Ende eines jeden Kalenderjahres zu zahlen. Die Zahlungen können zu einem früheren Zeitpunkt ganz oder in größeren Teilbeträgen geleistet werden. Die Vergütung ist in einer Summe fällig, wenn der Zahlungsverpflichtete mit mindestens einer Rate länger als drei (3) Monate in Verzug gerät.

11.2 The compensation shall be payable to the applicable shareholder in three (3) annual instalments; the first instalment shall be due and payable six (6) months after the retirement of the concerned shareholder and the further instalments shall be due and payable after the expiration of one (1) further year respectively. The respective remainder of the compensation shall bear interest at a rate of one (1) percentage point above the respective base rate p.a. starting with the retirement. The interest shall be due and payable at the end of each calendar year. The instalments may be paid earlier or in higher partial amounts. The whole compensation shall be immediately due and payable if the obligor has been in default with the payment of at least one instalment for more than three (3) months.

11.3 Falls, soweit und solange Zahlungen gegen § 30 Abs. 1 GmbHG verstoßen würden, gelten Zahlungen auf den Hauptbetrag als zum vereinbarten Satz verzinslich gestundet, Zinszahlungen als unverzinslich gestundet.

11.3 If, as far and as long as payments violate Section 30 para. 1 GmbHG, compensation payments shall be deferred bearing interest as set forth above, interest payments shall be deferred without bearing interest.

12. Tod eines Gesellschafters

12. Death of a Shareholder

12.1 Im Falle des Todes eines Gesellschafters wird die Gesellschaft mit seinen Erben oder den anderweitig durch Verfügung von Todes wegen Begünstigten vorbehaltlich nachfolgender Ziffer 12.3 fortgesetzt. Verstirbt ein Gesellschafter, sind dessen gesetzliche oder gewillkürte Erben verpflichtet, die Gesellschaft und die übrigen Gesellschafter

12.1 In the event of death of a shareholder, the Company shall be continued with his heirs or other beneficiaries by virtue of a disposition upon death, subject to section 12.3 below. In case a shareholder dies, his intestate or testamentary heirs shall be obliged to inform the company and the other shareholders of

von dem Übergang der Geschäftsanteile innerhalb einer Frist von drei (3) Monaten nach dem Eintritt des Todesfalls zu unterrichten.

the transition of the shares within a period of three (3) months after the occurrence of death.

12.2 Gehen Geschäftsanteile eines Gesellschafters im Wege der Erbfolge auf mehrere Erben oder aufgrund Vermächtnisses auf mehrere Vermächtnisnehmer über, dann haben diese zur Ausübung des ihnen zustehenden Stimmrechts einen gemeinsamen Vertreter gemäß Ziffer 7.9 dieses Gesellschaftsvertrags zu bestellen. Solange dieser nicht bestimmt ist, ruht das Stimmrecht der Betroffenen.

12.2 In case shares of a shareholder are transferred by inheritance to several heirs or as a result of legacies to several legatees, these shall be obliged to appoint a common representative pursuant to section 7.9 of these articles of association in order to exercise their voting rights. The voting rights of the persons concerned shall be suspended as long as no such representative is appointed.

12.3 Kommen die Rechtsnachfolger den Vorgaben gemäß Ziffer 12.2 nicht innerhalb von drei (3) Monaten nach Anzeige des Erbfalls im Sinne von Ziffer 12.1 oder Aufforderung durch die Gesellschaft nach, kann der Geschäftsanteil eingezogen oder stimmrechtlos gestellt werden. Im Falle der Einziehung der Geschäftsanteile gilt als Kaufpreis der Betrag, der in Ziffer 11.1.2 vorgesehen ist.

12.3 If the legal successors do not comply with the requirements set out in section 12.2 within three (3) months of notification of the succession within the meaning of section 12.1 or request by the Company, the share may be redeemed or rendered non-voting. In the event of a redemption, In case of tender of the shares the purchase price shall be the amount determined in section 11.1.2.

13. Liquidation

13.1 Die Liquidation erfolgt entsprechend den gesetzlichen Bestimmungen.

13.2 Ziffer 5 gilt für den oder die Liquidatoren entsprechend.

13. Liquidation

13.1 The liquidation of the Company shall be effected according to statutory law.

13.2 Section 5 shall apply mutatis mutandis for the liquidator(s) of the Company.

14. Dauer der Gesellschaft

Die Gesellschaft ist auf unbestimmte Zeit errichtet.

14. Term of the Company

The Company is established for an indefinite period of time.

15. Gerichtstand

Der Gerichtsstand für alle Ansprüche aus und im Zusammenhang mit diesem Gesellschaftsvertrag ist, soweit gesetzlich zulässig, am Sitz der Gesellschaft.

15. Place of Jurisdiction

The place of jurisdiction for all disputes arising from or in connection with these articles of association is – to the extent permissible under applicable statutory law – at the registered seat of the Company.

14. Verschiedenes

14.1 Bekanntmachungen der Gesellschaft erfolgen ausschließlich im Bundesanzeiger für die Bundesrepublik Deutschland.

14.2 Sollten eine oder mehrere der in diesem Gesellschaftsvertrag enthaltenen Bestimmungen nichtig oder unwirksam sein oder ihre Rechtswirksamkeit durch spätere Umstände verlieren, so wird hierdurch die Gültigkeit der übrigen Bestimmungen nicht berührt. In diesem Falle sind die Gesellschafter verpflichtet, den Vertrag durch eine dem rechtlichen und wirtschaftlichen Zweck der ungültigen Vertragsbestimmung entsprechende, rechtlich wirksame Bestimmung zu ergänzen. Das gleiche gilt, falls der Vertrag eine Lücke enthalten sollte. Betrifft der Mangel (Nichtigkeit, Unwirksamkeit, Regelungslücke) notwendige Bestandteile des Gesellschaftsvertrags, ist eine solche Regelung nach Maßgabe des § 53 GmbHG zu vereinbaren.

14.3 Die Gesellschaft trägt die mit der Gründung verbunden Kosten (Kosten für Notar, Registergericht, Veröffentlichung, etc.) in Höhe von bis zu € 2.500,00.

14.4 Bei der englischen Fassung handelt es sich nur um eine unverbindliche Übersetzung.

16. Miscellaneous

16.1 Announcements of the Company shall be published exclusively in the Federal Gazette (*Bundesanzeiger*) of the Federal Republic of Germany.

16.2 If any provision of the articles of association should be or become invalid or unenforceable, the validity of the other provisions shall not be affected. The shareholders shall be obligated to replace such invalid or unenforceable provision by a valid and enforceable provision which comes closest to the economic purpose intended by the parties through the invalid or unenforceable provision. The same shall apply in case of a gap in these articles of association. In the event a legal defect (invalidity, unenforceability, gap) concerns parts constitutive of the articles of association under applicable law, any provision to amend the legal defect shall be agreed strictly subject to and in accordance with Section 53 GmbHG.

16.3 The Company bears the costs connected with its incorporation (fees of notary, commercial register and publication) up to an amount of EUR 2,500.00.

16.4 The English version hereof is only a non-binding convenience translation.

* * * * *

IRUBIS

SHAREHOLDERS' AGREEMENT

OF

IRUBIS GMBH

MUNICH

1. **Anja Müller**

   Schloß-Berg-Straße 24,D-81549 Munich, Germany

   (email: anja.mueller@irubis.com)

   - hereinafter also referred to as "**Ms. Müller**" -

2. **Lorenz Sykora-Mirle**

   Tegernseer Platz 7, D-81541 Munich, Germany

   (email: lorenz.sykora@irubis.com)

   - hereinafter also referred to as "**Mr. Sykora**" -

3. **Alexander Geißler**

   Nymphenburger Straße 17, D-80335 Munich, Germany

   (email: alexander.geissler@irubis.com)

   - hereinafter also referred to as "**Mr. Geißler**" -

4. **ATRANDA UG (haftungsbeschränkt)**
   with its business seat at Sigmaringen, registered with the commercial register of the local court of Ulm under HRB 735490 and with registered office at Gorheimerstraße 10, D-72488 Sigmaringen, Germany
   (email: anjamue.ller@gmx.de)

   - hereinafter also referred to as "**Müller Founder Holding**" -

5. **Kleg UG (haftungsbeschränkt)**
   with its business seat at Forchheim, registered with the commercial register of the local court of Bamberg under HRB 8955 and with registered office at Am Berg 2, D-91301 Forchheim, Germany
   (email: lorenz.sykora@gmx.de)

   - hereinafter also referred to as "**Sykora Founder Holding**" -

6. **ATREVO UG (haftungsbeschränkt)**
   with its business seat at Wiesenbach, registered with the commercial register of the local court of Memmingen under HRB 17428, and with registered office at Ortsstraße 7 1/2, D-86519 Wiesenbach
   (email: aleks.geissler@googlemail.com)

   - hereinafter also referred to as "**Geißler Founder Holding**" -

7. **High-Tech Gründerfonds III GmbH & Co. KG [*tbc*]**
   with its business seat at Bonn, registered with the commercial register of the local court of Bonn under HRB 8800 and with registered office at Schlegelstraße 2, D-53113 Bonn, Germany
   (email: l.schuetter@htgf.de)

- hereinafter also referred to as "**HTGF**" -

8. **Ventura BioMed Investors GmbH**
with its business seat in Munich, registered with the commercial register of the local court of Munich under HRB 264853 and with registered office at Herrnstraße 44, 80539 Munich, Germany
(email: a.jenne@gmx.com)

- hereinafter also referred to as "**Ventura**" -

9. **Dr. Ulrich Schriek**

Königsberger Str. 12, D-42781 Haan, Germany

(email: Ulrich.Schriek@contractor.qiagen.com)

- hereinafter also referred to as "**Dr. Schriek**" -

10. **UnternehmerTUM Initiative for Industrial Innovators GmbH & Co. KG**
with its business seat in Garching near Munich, Germany, registered with the commercial register of the local court of Munich under HRA 109540 and with its registered office at Lichtenbergstraße 6, D-85748 Garching near Munich, Germany
(email: inga.holtz@unternehmertum.de)

- hereinafter also referred to as "**UTUM-III**" -

11. **UnternehmerTUM Projekt GmbH**
with its business seat in Garching near Munich, Germany, registered with the commercial register of the local court of Munich under HRB 184711 and with its registered office at Lichtenbergstraße 6, D-85748 Garching near Munich, Germany
(email: inga.holtz@unternehmertum.de)

- hereinafter also referred to as "**UTUM-Projekt**" -

12. **Robet KG**
a limited partnership (*Kommanditgesellschaft*) under German Laws, with business seat in Kochel a.See, district of Bad Tölz-Wolfratshausen, registered with the commercial register of the local court of Munich under HRA 112904 with business address Dainingsbachweg 1B, D-82432 Walchensee, Germany
(email: crosen5503@aol.com)

- hereinafter also referred to as "**RoBet**" -

13. **acmaios GmbH**
with its business seat in Munich, registered with the commercial register of the local court of Munich under HRB 246170 and with registered office at Sohnckestr. 10, 81479 Munich, Germany
(email: klein@acmaios.com)

- hereinafter also referred to as "**Acmaios**" -

14. Alluti GmbH

with its business seat in Munich, registered with the commercial register of the local court of Munich under HRB 264853 and with registered office at Schloss Seefeld, Schlosshof 7, D-82229 Seefeld
(email: bert.bleicher@alluti.de)

- hereinafter also referred to as "**Alluti**" -

15. EIC Fund

a Luxembourg investment company with variable capital – reserved alternative fund (*société d'investissement à capital variable – fonds d'investissement alternatif réservé*) in the form of a public limited liability company (*société anonyme*), registered with the Trade and Commercial registry of Luxembourg under number B245104 and with registered office 15 boulevard Friedrich Wilhelm Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg
(email: eic-fund-investors@eib.org)

- hereinafter also referred to as "**EIC**" -

16. Dr. Matthias Arnold,

Im Weingarten 35, D-52074 Aachen, Germany ("Dr. Arnold");
(email: m.arnold@aixengineers.de)

- hereinafter also referred to as "**Dr. Arnold**" -

17. ALDERO INVENTURES GmbH,

a limited liability company (Gesellschaft mit beschränkter Haftung, GmbH) under the laws of Germany, with its business seat at Cologne, registered with the commercial register of the local court of Cologne under HRB 105902 and with registered office at Hämmerchengäßchen 2a, 52349 Düren, Germany ("ALDERO");

(email: roland.sackers@qiagen.com)

- hereinafter also referred to as "**ALDERO**" -

18. Verve Investment Syndicates GmbH,

a limited liability company (Gesellschaft mit beschränkter Haf-tung) under the laws of Switzerland, with its business seat at Zug, Switzerland, registered in the commercial register of the canton Zug under CHE-470.725.702 and with registered of-fice at Gubelstraße 12, CH-6300 Zug, Switzerland

- hereinafter also referred to as "**VERVE**" -

19. **[*Missing Lender tbc @IRUBIS*]**

20. **[Companisto Angel Investor 1-20][1],]**

- hereinafter also referred to as " **Companisto Angel Investor 1-20**," -

21. **Companisto Beteiligungs GmbH & Co. KG,**
a limited partnership under the laws of Germany, with business address at Köpenicker Str. 154, 10997 Berlin, registered with the local court of Charlottenburg under HRA 47288 B,

- hereinafter "**Companisto Pool Leader**" –

22. **IRUBIS GmbH**
with its business seat at Munich, registered with the commercial register of the local court of Munich under HRB 235768 and with registered office at Bayerstrasse 85a, D-80335 Munich Germany,
(email: founder@irubis.com)

- hereinafter also referred to as the "**Company**" or "**IRUBIS**" -

- the parties named under 2 and 3 hereinafter also collectively referred to as "**Founders**" and each as a "**Founder**"-

- the parties named under 4through (and including) 6 hereinafter also collectively referred to as the "**Founders' Holdings**" and each as a "**Founder's Holding**" -

- the parties named under __ through (and including) __ as well any other person and entity upon acquisition of Preferred Shares Series A (as defined below) and accession to this Agreement in the future hereinafter also collectively referred to as the "**Series A-Investors**" and each as a "**Series A-Investor**" -

- the parties named under __ through (and including) __ hereinafter also collectively referred to as the "**Lenders**" and each as a "**Lender**" –

- the parties named under __ through (and including) __ hereinafter also collectively referred to as the "**Companisto Angel Investors**" and each a "**Companisto Angel Investor**

- the parties named under 4 through (and including) 18 hereinafter also collectively referred to as the "**Current Shareholders**" and each as a "**Current Shareholder**" -

- the parties named under 4 through (and including) __ as well any other person and entity upon acquisition of Shares and accession to this Agreement in the future hereinafter also collectively referred to as the "**Shareholders**" and each as a "**Shareholder**" -

- the parties named under 1 through (and including) __ hereinafter also collectively referred to as the "**Parties**" and each as a "**Party**" -

[1] *Will be finalized after completion of the first investment phase and before the notary appointment.*

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Definitions and Abbreviations

In this Agreement the following terms shall have the following meaning:

Affiliates	with respect to a person any direct or indirect affiliates of such person (*verbundene Unternehmen*) within the meaning of sec. 15 et seqq. AktG
AktG	German Stock Corporation Act (*Aktiengesetz*)
AO	German General Tax Code (*Abgabenordnung)*
Articles of Association	are the current articles of association of the Company
Asset Deal	sale, lease, exclusive licensing, transfer or other disposition of all or substantially all of more than 50% of the Company's tangible and intangible assets (according to their fair market value, but irrespective of whether such assets may be shown in the Company's financial accounts under applicable generally accepted accounting principles) in a single transaction or a series of related transactions
AstG	German Foreign Tax Act (*Außensteuergesetz)*
BGB	German Civil Code (*BGB*)
Business Field	Research, development, approval and sale of devices and software, in particular equipment and accessories of laboratory analytics, and consulting services in this context as well as all related business, as far as the activity requires no special permission or approval
CLA Share Price	the nominal share value of EUR 1.00 plus contributions to the capital reserves of the Company pursuant to sec. 272 para. 2 HGB as contributed by the respective Lender for one (1) Preferred Shares Series A, as adjusted from time to time
Common Shares	any and all shares in the Company, currently with serial numbers 1 through 25,000 and a nominal value of EUR 1.00 as set forth in the articles of association of the Company however, it is hereby clarified that the Shares with serial numbers 1 through 2,000 are currently held by the Company as Company's own Shares without any voting rights.
Companisto Pooling Agreement	means the Companisto Pooling Agreement attached as Annex 11 to the investment agreement which forms part __ of this notary deed.

Digital Assets	shall mean any cryptocurrency, decentralized application tokens, protocol tokens, blockchain-based assets or other cryptofinance coins, tokens or similar digital assets
Encumbrance(s)	shall mean any mortgage, deed of trust, pledge, security interest, attachment, hypothecation, lien (statutory or otherwise), charge, lease, license, pending assignment or transfer, option, right of first offer, right of first refusal, encumbrance, servient easement, deed restriction, adverse claim, reversion, reverter, preferential arrangement, restrictive covenant, condition or restriction of any kind or charge of any kind (including, without limitation, any conditional sale or title retention agreement or lease in the nature thereof) or any agreement to any of the foregoing
Financial Indebtedness	shall mean any long term or short term indebtedness and obligations (and incurrence of any obligation to that effect) including in any event Liabilities (i) for borrowed money, including under loans, facilities, overdrafts or used lines of credit, shareholders' loans, SAFEs, (all irrespective of their nature, including convertible loans, loans with attached warrants) and any other item having the commercial effect of a borrowing, (ii) evidenced by bonds, debentures, notes or similar instruments (irrespective of their nature, including convertible bonds, bonds with attached warrants), (iii) for obligations in respect of letters of credit or bankers' acceptances issued for the account of such Person to the extent drawn on and outstanding, (iv) created under any conditional sale or other title retention agreement or for the deferred purchase price of property, products, or services (including "earnouts", holdbacks, seller notes or any other similar form of contingent payment obligation), with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise, (v) upon which interest charges are customarily paid (other than obligations accepted in connection with the purchase of products or services in the ordinary course of business), (vi) of others secured by (or which the holder of such Liabilities has an existing right, contingent or otherwise, to be secured by) any Encumbrance or security interest on property owned or acquired by the Person in question whether or not the obligations secured thereby have been assumed, (vii) under leases required to be accounted for as capital or

	finance leases, (viii) for or in connection with any hedges, swaps, derivatives or similar agreements or instruments, (ix) through guarantees relating to any Liabilities of others, (x) under financings based on receivables such as factoring, securitization of assets and discounted trade receivables, (xi) under financing leases, sale and lease back transactions and hire purchase contracts, and (xii) under deferred or conditional payments for the acquisition of fixed assets
GmbHG	German Limited Liability Companies Act (*GmbHG*)
HGB	German Commercial Code (*Handelsgesetzbuch*)
Holder of Common Shares	person or entity holding Common Shares
Holder of Preferred Shares	person or entity holding Preferred Shares
InsO	German Insolvency Code (*Insolvenzordnung*)
Investor Majority	a quorum of the more than 50.00% of the votes cast by the Holders of Preferred Shares *inter se*
IPO	listing of the Company and/or the Company's shares and/or the public offering of the Company's shares or a secondary offering of the Company's shares on a regulated market within the European Union or a comparable stock exchange in Switzerland, a transnational stock exchange, the New York Stock Exchange or the NASDAQ national. IPO shall also include – beside the regulated market – the open market segments (*Freiverkehr*) or comparable segments of any abovementioned stock exchange or comparable segments of any abovementioned stock exchange as well as any indirect listing by way of a transaction involving a SPAC (a "**SPAC Transaction**")
Platform	means the business angel network and investment platform available via the website www.companisto.com.
Preferred Shares	the Preferred Shares Series Seed and Preferred Shares Series A and any future issued preferred shares (*Vorzugsgeschäftsanteile*) in any of the respective preferred share class

Preferred Shares Series A	the __ Shares with serial numbers 42,634 through __ each with a nominal value of EUR 1.00 as set forth in the New Articles of Association and any other shares issued as Preferred Shares Series A from time to time
Preferred Shares Series Seed	the 12,302 Shares with serial numbers 25,001 through 37,302 each with a nominal value of EUR 1.00 as set forth in the New Articles of Association and any other shares issued as Preferred Shares Series Seed from time to time
Qualified Majority	more than 50% of the votes cast of the Holders of Common Shares with the consent of the Investor Majority
Related Party or **Related Parties**	means, in respect of a given Person: (i) any related persons (*nahestehende Personen*) within the meaning of sec. 1 para. 2 *AStG* or in the meaning of sec. 138 para. 1 and para. 2 InsO, or (ii) any Affiliate; and, (iii) in addition, in respect of any Person which is an individual (*natürliche Person*) and in respect of any Related Party in the meaning of foregoing (i) which is an individual: any relatives (*Angehörige*) in the meaning of sec. 15 AO
Series A Share Price	the nominal share value of EUR 1.00 plus contributions to the capital reserves of the Company pursuant to sec. 272 para. 2 HGB as contributed by the respective Holder of Preferred Shares Series A, as adjusted from time to time
Seed Share Price	the nominal share value of EUR 1.00 plus contributions to the capital reserves of the Company pursuant to sec. 272 para. 2 HGB as contributed by the respective Holder of Preferred Shares Series Seed, as adjusted from time to time
Shares	any and all Common Shares and/or Preferred Shares
Signing Date	date of the notarization of this Agreement
Text Form	means the form pursuant to sec. 126b BGB
Third Party	means any Person (one or more) except for (i) the Parties and (ii) any Related Parties of a Party
Transaction Costs	means the Third Party expenses incurred by all Shareholders in connection with an Exit Event which are, in accordance with this Agreement or a separate agreement entered into by the Shareholders in connection with an Exit Event, to be borne by all Shareholders
UmwG	Transformation Act (*Umwandlungsgesetz*)

ZPO	German Civil Procedure Code (*Zivilprozessordnung*)

A list of Terms defined in this Agreement is attached to this Agreement as **Annex X** for information purposes only.

Preamble

(A) The Current Shareholders are the sole shareholders of the Company which is registered with the commercial register of the local court of Munich under no. HRB 235768. The objective of the Company is the development and sale of equipment and accessories of laboratory analytics and consulting services in this context as well as all related business, as far as the activity requires no special permission or approval.

(B) The share capital of the Company is currently held as outlined in the cap-table attached hereto as **Annex (B)** . The Current Shareholders have fully paid in the share capital of the Company.

(C) The Parties, except for the [Series A Investors] have entered into an investment and shareholders agreement dated 20 July 2022 (deed no. 2291/2022 of the notary Dr. Hans-Joachim Vollrath in Munich) (the "**2022 ISHA**").

(D) The Company now intends to raise further equity financing, and the Series A Investors intend to invest into the Company in return for subscribing for new Preferred Shares Series A (the "**Series A Financing Round**") as further determined in the corresponding investment agreement which this Agreem. The issuance of Preferred Shares Series A in this Series A Financing Round is calculated on a fully diluted pre-money valuation of the Company in the amount of [EUR 14,000,000.00] (the "**Pre-Money Valuation**"). This results in an underlying share price comprising the capital contributions in the nominal amount and the further contributions to the capital reserves of the Company within the meaning of section 272 (2) no. 4 Commercial Code of [EUR __] (in words: Euro __) per Preferred Share Series A (the "**Preferred Series A Cash Share Price**").

(E) Some general remarks:

a. EIC, created by the European Commission in 2020, aims to provide direct equity investments and convertible loan agreements in breakthrough innovation companies and offer the opportunity for other private investors to co-fund such highly innovative companies. The European Investment Bank (the "**EIB**") acts as adviser of the Fund (the "**Adviser**"). EIC fills the funding gap at the start-up stage where the EU venture capital market underperforms compared to the global venture capital market.

b. The aim of HTGF is to improve the conditions for innovation and its implementation in favour of marketable technologies in Germany. HTGF invests venture capital into young, R&D oriented technology companies, which fulfil the requirements by the EU Commission for small companies, which are domiciled in Germany and concentrate on technologically sophisticated projects for innovation.

c. UTUM-III sees itself as a program for the pre-seed financing of innovative projects with a focus on industrial applications. As implementation of this

initiative, UTUM-III has been established. UTUM-III acts as trustee on behalf of and on account of one or more of the following trustors: (i) UTUM-Projekt, (ii) GETTY LABORATORY IV LLC, (iii) European Investment Fund ("**EIF**") (each a "**Trustor**", and, collectively, the "**Trustors**").

UTUM-III shall enable young entrepreneurs and start-ups to test their ideas, build prototypes and carry out explorative experiments, data collection, market research and/or concept validation. The initiative and therefore Industrial Innovator's investment is supported by InnovFin Equity, with the financial backing of the European Union under Horizon 2020 Financial Instruments and the European Partnership for Strategic Investments ("**EFSI**") set up under the Investment Plan for Europe. The purpose of EFSI is to help to support financing and implementing productive investments in the European Union and to ensure increased access to financing.

NOW, THEREFORE, the Parties hereby enter into this shareholders' agreement (the "**Agreement**"):

1. Anti-Dilution

1.1 If after implementation of this Series A Financing Round (i) in the next financing round, and provided such financing round takes place within 30 months as of the Signing Date or (ii) in any next financing round within 12 months as of the registration date of the Series A Financing Round (capital increase) with the commercial register, an increase of the share capital of the Company takes place at a share price (calculated as the nominal share value of EUR 1.00 plus contributions to the capital reserves of the Company pursuant to sec. 272 para. 2 HGB – "**Issue Price**" which is lower than the respective Issue Price contributed by Holders of Preferred Shares Series A for their respective Preferred Shares Series Seed (hereinafter "**Lower Issue Price**" and such capital increase the "**Diluting Share Capital Increase**"), then the Shareholders shall, upon demand of an affected Holder of Preferred Shares Series A (the "**Protected Shareholder**"), resolve in favour of an increase of the Company's share capital and invite only the affected Holders of Preferred Shares Series A to subscribe for further Preferred Shares Series A (the "**Anti-Dilution Share Capital Increase**"). Each affected Holder of Preferred Shares Series A shall have the right to subscribe for such number of further Preferred Shares Series A (calculated on the basis of each Share having a par value of EUR 1.00) (the "**Compensatory Shares**") so it allows such Holder of Preferred Shares Series A, following the issue of Compensatory Shares, to hold such participation in the share capital of the Company as he would have held, if he had acquired all Preferred Shares Series A at a share price which corresponds to the narrow based weighted average between the respective Issue Price and the Lower Issue Price, which is calculated according to Section 1.2 (*Narrow Based Weighted Average Anti Dilution Protection*).

1.2 The number "*CS*" of Compensatory Shares to be issued to each affected Holder of Preferred Shares Series A in connection with the Diluting Share Capital Increase shall be calculated as follows:

$$\mathbf{CS} = \frac{\mathbf{P1} * \mathbf{Q1}}{\mathbf{WA}} - \mathbf{Q1}$$

and

$$\mathbf{WA} = \frac{\mathbf{P1} * \mathbf{Q1} + \mathbf{P2} * \mathbf{Q2}}{\mathbf{Q1} + \mathbf{Q2}}$$

Whereas:

WA	=	weighted average share price as calculated by the above formula ("**Weighted Average Share Price**").

P1	=	Preferred Series A Cash Share Price respectively the CLA Share Price, as applicable; paid for all Series A Shares by the respective Protected Shareholder with a nominal value of EUR 1.00 each (including payments into the free capital reserves).
P2	=	the Lower Isse Price payable for all shares with a nominal value of EUR 1.00 each (including payments into the free capital reserves) issued in the Diluting Share Capital Increase.
Q1	=	Total number of the existing Series A Shares subscribed by all Protected Shareholders prior to the Diluting Share Capital Increase.
Q2	=	Total number of shares issued in the Diluting Share Capital Increase.
CS	=	Total number of (new) Compensatory Shares with a nominal value of EUR 1.00 each issued to all Protected Shareholders as part of the Anti-Dilution Share Capital Increase.

1.3 Fractions of Shares shall be rounded commercially.

1.4 The Compensatory Shares shall bear the same preferential rights pursuant to the Articles of Association and this Agreement as the Preferred Shares Series A.

1.5 The Anti-Dilution Share Capital Increase shall be resolved and completed at the same time as the Diluting Share Capital Increase. As part of the Anti-Dilution Share Capital Increase, the affected Holders of Preferred Shares Series A shall – under exclusion and/or waiver of the statutory and contractual subscription rights of the other Shareholders – be invited to subscribe for the Compensatory Shares in return for cash contributions against payment of the nominal value without premium. Therefore, all Shareholders hereby undertake to vote in favour of such Anti-Dilution Share Capital Increase and to waive their statutory subscription rights (*gesetzliche Bezugsrechte*) for the Anti-Dilution Share Capital Increase.

Each affected Holder of Preferred Shares Series A individually may request his participation in the Anti-Dilution Share Capital Increase without being obliged to do so. The right of the Shareholders to subscribe for new Preferred Shares Series A in the Diluting Share Capital Increase or in any other increases of the Company's share capital shall remain unaffected.

1.6 The Parties agree that no adjustment under this Section 1 shall be made for a share capital increase

1.6.1 using the Company's own funds (*Kapitalerhöhung aus Gesellschaftsmitteln*),

1.6.2 for consideration other than cash from an exchange of shares, a contribution of shares in a merger or other transformation as defined in sec. 1 UmwG,

1.6.3 in connection with the issue of virtual shares or Shares within the framework of an employee incentive scheme, a share option program or an economically similar incentive;

1.6.4 in connection with a bona fide acquisition by the Company which has been approved by the Investor Majority; or

1.6.5 in connection with Shares issued pursuant to a share split, share consolidation or similar reorganization and in case of a capital increase from retained earnings

whereas the measures described in Sections 1.6.1 to (and including) 1.6.5 shall not be considered a diluting share capital increase in the meaning of Section 1.1.

2. Preference in Liquidation and Sale Proceeds

2.1 In the event that

(i) more than 50% of the Shares or the voting rights in the Company (also in accordance with applicable rights of first refusal, drag-along rights and co-sale rights set forth in this Agreement, if any) are sold in a single transaction or a series of related transactions or in close time proximity to one another or

(ii) any sale or transfer of Shares in the Company either to Third Parties or other Shareholders that would result in either more than 50% of the share capital or more than 50% of the voting rights being owned by the acquiring party/parties (change of control) as a result of one or more related acquisitions (the "**Exit Event**"),

the total amount paid by the purchaser less VAT, if any, and Transaction Costs and less any proceeds from the transaction being withheld by the acquirer according to Sec. 2.8 (the "**Proceeds**") shall be distributed among the selling Shareholders as follows:

2.1.1 **First**: Each Holder of Preferred Shares Series A shall – in preference to the other Shareholders – receive, in advance, for each Preferred Share Series A sold by him in the Exit Event equal to all its contributions (nominal value plus contributions into the Capital Reserves pursuant to sec. 272 para. 2 no. 4 HGB) made by the respective Holder of Preferred Shares Series A with respect to the Preferred Share Series A sold (the "**Level 1**").

In case the Proceeds in aggregate fall short of the maximum amount so payable to the Holders of Preferred Shares Series A, then the Holders of Preferred Shares Series A participating in the Exit-Event shall receive the full amount of the Proceeds *pro rata* to respective Preferred Shares Series A sold by them that reflects the proportion *inter se* of the respective amounts that would otherwise be payable to them, as if the Proceeds were sufficient to pay in full all amounts payable on or with respect to the Preferred Shares Series A sold in the respective Exit Event on this Level 1; in such case the Holders of Preferred Shares Series A shall additionally be entitled to the Proceeds of any subsequent Exit Event prior

to and in preference to all other Shareholders in accordance to this Section 2.1 until the difference between the amount owed and the Proceeds already received is fully paid.

2.1.2 **Second**: From the Proceeds remaining after the payments pursuant to Level 1 each Holder of Preferred Shares Series Seed shall – in preference to the other Shareholders except of the entitled Series A Investors pursuant to Level 1 – receive, in advance, for each Preferred Share Series Seed sold by him in the Exit Event equal to all its contributions (nominal value plus contributions into the Capital Reserves pursuant to sec. 272 para. 2 no. 4 HGB) made by the respective Holder of Preferred Shares Series Seed with respect to the Preferred Share Series Seed sold (the "**Level 2**").

In case the remaining Proceeds after deduction of the Level 1 amounts in aggregate fall short of the maximum amount so payable to the Holders of Preferred Shares Series Seed, then the Holders of Preferred Shares Series Seed participating in the Exit-Event shall receive the full amount of the Proceeds *pro rata* to Preferred Shares Series Seed sold by them that reflects the proportion *inter se* of the respective amounts that would otherwise be payable to them, as if the Proceeds were sufficient to pay in full all amounts payable on or with respect to the Preferred Shares Series Seed sold in the respective Exit Event on this Level 2; in such case the Holders of Preferred Shares Series Seed shall additionally be entitled to the Proceeds of any subsequent Exit Event prior to and in preference to all other Shareholders in accordance to this Section 2.1 until the difference between the amount owed and the Proceeds already received is fully paid.

2.1.3 **Third**: Thereafter following the full satisfaction of the payments to be made on Level 1 and Level 2, the remaining Proceeds (the "**Remaining Proceeds Level 1+2**"), shall be distributed among all selling Holders of Common Shares *pro rata* to their Shares sold *inter se*.

2.2 Section 2.1 shall not apply in case all Holders of Preferred Shares would receive more than one (1) time the payments made for the Preferred Shares sold in the Exit Event, if the liquidation preference rights pursuant to Section 2.1 were non-existent (*i.e.* if the Proceeds would be distributed to all Shareholders participating in the Exit Event strictly *pro rata* to their Shares (including without limitation the Holders of Preferred Shares Series Seed) participating in the Exit Event *inter se* - a "**Pure Pro Rata Distribution**"), in which case the full Proceeds shall be distributed to all Shareholders participating in the Exit Event in a Pure Pro Rata Distribution.

2.3 Section 2.1 above shall apply *mutatis mutandis* in the event of

2.3.1 Liquidation of the Company,

2.3.2 Asset Deal and

2.3.3 the distribution of dividends.

2.4 In the event of an Asset Deal or the liquidation of the Company or the commencement of insolvency proceedings over subsidiaries of the Company representing more than 50% of the assets of the Company, the Shareholders agree that upon a demand by the Qualified Majority, the Company shall be liquidated. In the event of an Asset Deal the Shareholders agree that the proceeds shall be distributed to the Shareholders and divided between the Shareholders applying Section 2.1 above *mutatis mutandis* each of the Shareholders undertakes individually for itself vis-à-vis each other Shareholder to implement this, and in particular to exercise their voting rights in the Company's shareholders' meeting and in the special resolutions of the different classes of Shares, if any, accordingly.

2.5 In the event of a share swap, contribution or merger (*Verschmelzung*) within the meaning of the UmwG, e.g. in the event of a reorganization of the Company within the meaning of sec. 1 UmwG except for a transformation (*formwechselnde Umwandlung*), the consideration shall be distributed by applying to Section 2.1 above *mutatis mutandis*, when as a consequence of such transactions the Shareholders hold less than 50% or less of the receiving or surviving legal entity. The preference on the Proceeds pursuant to Section 2.1 above shall be fulfilled in such a case by way of a transfer of Shares before carrying out such measures (compensation in advance (*Vorabausgleich*)).

2.6 To the extent that the consideration consists of shares listed on a stock exchange, the average share price of such shares at the stock exchange during the 30 trading days prior to the date when the transfer of the consideration takes effect shall apply to the calculation of the compensation in advance; if the shares are not listed, this value shall be calculated by an auditor (*Wirtschaftsprüfer*) as determined by the Shareholders in accordance with the International Private Equity and Venture Capital Valuation Guidelines as promoted by the "IPEV Board" from time to time for the purposes of applying Section 2.1 above mutatis mutandis, which calculation shall be binding on all Shareholders. If the Shareholders are not able to agree on a certain auditor, such Person shall be determined by the president of the institute of auditors in Munich, Germany (*Institut der Wirtschaftsprüfer in Deutschland e.V.*) for the Company subject to a respective request by one of the Shareholders. If as a consequence of the transactions mentioned in sentence 1 above, the Shareholders hold more than 50% of the receiving or surviving entity, the rights of the Shareholders under this Agreement and the Articles of Association of the Company shall continue to apply in full and unchanged, otherwise sentences 1 to 3 under this Section 2.6 shall apply accordingly; the same (for clarification: i.e. as of this Section 2.6) shall apply in other cases of transformations within the meaning of sec. 1 UmwG.

2.7 In case any entitlements under Section 2.1 are not fulfilled in total such unfulfilled claims of the respective beneficiaries remain in force. The rights pursuant to Section 2.1 apply also in case of a further, other Exit Event as long as entitlements remain in existence. In

case Shares are transferred, the entitlement under this Section 2.1 is also transferred jointly with such Shares.

2.8 If in an Exit Event any portion of the Proceeds to the Shareholders is paid into an escrow account and/or is payable to the Shareholders subject to contingencies, the relevant transaction agreement shall provide – if possible – that the portion of such consideration that is not paid into an escrow account and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the Shareholders in accordance with the applicable liquidation preferences as if the Initial Consideration were the only consideration payable in connection with the transaction. Any additional consideration which becomes payable to the Shareholders upon release from the escrow account or satisfaction of contingencies shall be allocated (such amount the "**Released Consideration**") among the Shareholders in accordance with the applicable liquidation preferences, however, taking into account the previous payment of the Initial Consideration as part of the same transaction. Therefore, each Shareholder shall receive such amount of the Released Consideration to put him in the same financial position he would have been in case the Initial Consideration and the Released Consideration had been paid out together.

2.9 In the event the Company makes any dividend payments and/or distributions from its capital reserves such payments must be distributed (prevailing, where applicable, over any deviating provisions in the Articles of Association) in accordance with Section 2.1 (applying the respective allocation principles set forth therein to all shares of the respective class instead of those shares that have been sold and/or transferred). Each Shareholder undertakes individually for himself vis-à-vis each of the other Shareholders, to effect everything necessary or appropriate to implement this, in particular, to exercise its voting rights and other rights in the shareholders' meeting of the Company accordingly.

2.10 For the avoidance of doubt, the Parties acknowledge and agree that the allocation of Proceeds to be made pursuant to Section 2.1 applies for the benefit of the respective Holder of Preferred Shares only to the extent that the respective Holder of Preferred Shares has not already received the full preference amount that is to be allocated to him under Section 2.1 (no double dip). Therefore, in case of any subsequent disposable Proceeds to be allocated pursuant to Section 2.1 (including, but not limited to, any portion of disposable Proceeds which becomes payable only upon release from the escrow account or satisfaction of contingencies pursuant to Section 2.8), any previous disposable Proceeds allocated to the respective Holder of Preferred Shares pursuant to Section 2.1 shall be taken into account.

3. Resolutions of the Shareholders' Meeting / Future Rounds / Subscription Rights

3.1 The Shareholders undertake to exercise their voting rights in the shareholders' meeting of the Company in such way that the provisions as set forth in this Agreement will be observed accordingly.

3.2 Each of the Shareholders undertakes individually for himself vis-à-vis each other Shareholder to enter into investment agreements and shareholders' agreements and related agreements for further rounds of financing of the Company (the "**Future Financing Agreements**"). The obligation applies to the extent that the Qualified Majority including the Investor Majority agrees to the terms and conditions of the Future Financing Agreements. However, the Future Financing Agreements shall require the consent of each affected Shareholder

3.2.1 to the extent that the Future Financing Agreement provides for an obligation of Shareholders to make further contributions to the Company,

3.2.2 to the extent that the Future Financing Agreement provides for an obligation of the current Holders of Preferred Shares to non-compete in any kind,

3.2.3 if the representations and warranties to be made by the respective Shareholder are not only with respect to the title in, and third-party rights regarding, the Shares held by the respective Shareholder or his capacity to enter into the Future Financing Agreement,

3.2.4 if the Future Financing Agreement contains any additional obligations for a Shareholder or restricts any rights of a Shareholder which are materially deviating from the obligations or rights of such Shareholder under this Agreement and which are not inherent to a new financing round (e.g., amendment of the liquidation preference or deviations in the composition of majorities) whereby, for the avoidance of doubt, the terms and conditions of Future Financing Agreements, may, in particular include (but shall not be limited to) the introduction and issuance of new preferred Shares holding preference rights like e.g. customary senior liquidation preferences, tag along and first refusal rights, dilution protection rights, drag along etc. and such provisions shall be considered inherent to the respective new financing round;

3.2.5 if a Shareholder shall be obliged to accept the removal of any of its granted rights in violation of the principle of equal treatment, in particular in comparison with Shareholders within the same share class representing the same preferential rights; or

3.2.6 if the Future Financing Agreement contains changes regarding rights specifically granted to EIC, UTUM-III and/or HTGF (such as information and visitation rights, appointment of advisory board member and the like, the decision on an exit).

3.3 The Parties agree that, if not explicitly otherwise set out in this Agreement, in relation to its respective shareholding in the Company's registered nominal share capital, each Shareholder shall always have the right, but not the obligation, to subscribe to a *pro rata* portion of new Shares issued in connection with future capital increases in order to enable such Shareholder to maintain at least his respective ownership percentage in the Company as at the time of such capital increase.

Each Holder of Preferred Shares is entitled to transfer such rights to persons or entities to which a Privileged Transfer (according to Section 4.2) may be made provided that such person or entity becomes a party to this Agreement.

3.4 Sections 3.1 through 3.3 shall apply *mutatis mutandis* in case of issuances by or investments into the Company (i) in the form of (quasi-)equity or in a comparable way through other financing instruments with a (contingent) diluting effect on the Shareholders' shareholding, including, but not limited to, convertible loan agreements, SAFEs, silent partnerships, profit participating loans or agreements, participation rights, media-for-equity cooperation or other agreements promising an (economic) participation in the Company), or (ii) (other) Financial Indebtedness (other than loans without any (contingent) conversion, option or similar rights which are incurred by the Company in compliance with this Agreement), or (iii) Digital Assets.

3.5 The Shareholders shall not have subscription rights (whether pursuant to the foregoing provisions or otherwise) in connection with (i) any issuance of Shares to employees of the Company which is made as part of (or upon the exercise of rights under) an incentive plan that has been approved by the shareholders' meeting with Qualified Majority (ii) any issuance of Shares pursuant to a share split or similar reorganization, or (iii) any Shares issued upon conversion of convertible loans.

4. Disposal of Shares

4.1 The transferability of the Shares shall be limited (*Vinkulierung*). Unless otherwise stated in this Agreement, the sale, transfer or assignment (*Verfügung*) of any Shares shall require the prior approval of the shareholders' meeting with consent of the Qualified Majority to be effective as well as customary 'Know-Your-Customer' checks satisfactory to EIC. Such approval shall be granted (i) in case of a Privileged Transfer, or (ii) if all provisions relating to the transfer of Shares under this Agreement are being complied with, and shall be denied otherwise. For purposes of Sections 4 to 9 of this Agreement the term "transfer" shall include the assignment, the pledge, the formation, amendment or transfer of a trust arrangement, sub-participation (*Unterbeteiligung*) or *usu fructu* (*Nießbrauch*) and any other disposal (*Verfügung*) with respect to Shares.

4.2 The provisions laid down in Sections 2, 4.1, 5 to 8 shall not apply to transfers by a Shareholder of Shares whether with or without consideration, in whole or in part (the "**Privileged Transfer**")

4.2.1 to its Affiliates, and in case of UTUM-III to each of its partners (both general and limited partners (*Komplementäre und Kommanditisten*)) and to each of the Trustors or non-operative Affiliates of its Trustors, including to investment companies in which they hold shares or to funds, managed by a Trustor or by an affiliated company or to its shareholders or partners or their affiliates, or

4.2.2 in case of Verve to its fiduciary investors; or

4.2.3 to management entities (funds) which run the business of the respective Shareholder and/or to entities (funds) which have the same management company, or, as the case may be, which have a management company which has the same shareholders as the management company of the respective Shareholder (funds, in particular successor funds), in particular investment companies (*Kapitalbeteiligungsgesellschaften*) managed by the management company of HTGF (the "**Other HTGF Funds**"), or

4.2.4 to a financial investor, provided that the respective Shareholder sells more than three (3) of his investment participations in his portfolio to such financial investor (*Sekundärtransaktion*), or

4.2.5 with respect to EIF, to transfer in whole or in part to the European Investment Bank, to the European Commission and any affiliates thereof as well as any other EU institutions or bodies, any other entity or platform established by an EU institution or body - for clarification only: such transfer will be free and not subject to any right of first refusal by any other shareholders or any transfer restriction –, or

4.2.6 by a Companisto Angel Investor to any of its relative(s) (*Angehörige*) within the meaning of section 15 para. 1 no. 1 through 4 German Tax Code (AO) inter vivos (*im Wege der vorweggenommenen Erbfolge*) of the respective Companisto Angel Investor or to another Companisto Angel Investor (i.e., any internal share transfer between Companisto Angel Investors) and provided, however, that such relative(s) accede to the Companisto Pooling Agreement; in addition it is hereby clarified that an Affiliate of the Companisto SPV also means any future investment vehicle fully controlled by the Companisto Holding GmbH (as current sole shareholder of the Companisto SPV),

provided, in each case that the entity to which the shareholding is transferred (i) becomes simultaneously a party to this Agreement according to Section 17 and (ii) is not competitor to the Company, with the provision stated under (ii) not applying to a Privileged Transfer pursuant to Section 4.2.1 and to Section 4.2.5. Section 4.2.3 does not apply with regard to the Founders and Founders' Holdings.

5. Notification Obligations of Selling Shareholder

5.1 In the event that a Shareholder (the "**Selling Shareholder**") intends to transfer all or a part of his present or future Shares (the "**Shares Intended For Sale**") with or without consideration other than within a Privileged Transfer as set out in Section 4.2 above, he is obliged to inform the Company and all other Shareholders of such intention in Text Form (the "**Notification**").

5.2 The Notification must contain the following information:

5.2.1 Name/company and address of the Selling Shareholder;

5.2.2 Name/company and address of the prospective buyer;

5.2.3 Purchase price and/or other consideration for the intended sale/transaction;

5.2.4 Due date of the purchase price and/or other consideration;

5.2.5 Number, class and series of Shares Intended For Sale;

5.2.6 Representations and warranties undertaken by the Selling Shareholder; and

5.2.7 Indemnities and other obligations to be assumed by each Party.

5.3 If the Shares Intended For Sale are to be sold against contribution in kind (*Vergütung durch Sachleistung*), but rather, for example, as part of an exchange or a contribution in return for shares in a company or comparable arrangements to the prospective buyer, the Selling Shareholder shall disclose the fair market value of the contribution in kind. In the case of shares in listed companies, the fair market value shall be calculated on the basis of the weighted 30-day average price on the date of issuance of the purchase offer. If a respective Shareholders disagrees on the fair market value of the contribution in kind, an independent auditor to be appointed by the president of the institute of auditors in Munich, Germany (*Institut der Wirtschaftsprüfer e.V.*), will make a final decision as an expert (*Schiedsgutachter*) at the request of one of the Shareholders concerned. The expert shall determine the fair market value on the basis of commonly recognised valuation standards (*allgemein anerkannten Bewertungsmethoden*) and shall enjoy full discretion with regard to the selection of such methods. The costs of this decision shall be borne by the parties concerned, each to the extent of the winning and losing (in accordance with sections 91 et subsequent ZPO). The results of such report and determination shall be conclusive and binding with respect to the fair market value of the consideration payable for the Notification submitted. In this case, the Right of First Refusal Period (defined below in Sec. 6.3) shall not end until two (2) weeks after notification of the expert's decision to the Selling Shareholder and the Shareholders concerned.

6. Right of First Refusal

6.1 If a Selling Shareholder wishes to transfer his Shares in the Company in whole or in part to another Shareholder or a Third Party (the "**Potential Purchaser**") with or without consideration other than within a Privileged Transfer as set out in Section 4.2 above, then he shall, together with the Notification, submit to all other Shareholders an offer to acquire the Shares Intended For Sale at the terms stated in the Notification (the "**Right of First Refusal**").

6.2 All Shareholders (for the purpose of Sections 6.3 and 6.5 also the "**Entitled Shareholders**") are entitled to acquire the Shares Intended For Sale in proportion to their respective participation in the shareholding of the Company *inter se*.

6.3 The Right of First Refusal can only be exercised within three (3) weeks after the later of (i) the receipt of the Notification by the Entitled Shareholders or (ii) the delivery of the report by the independent expert under Section 5.3 (the "**Right of First Refusal Period**"), by declaration in Text Form to the Selling Shareholder also stating type and class of Shares the Entitled Shareholder is willing to acquire (the "**Acceptance**"), otherwise it shall be considered void. A copy of the Acceptance shall be delivered to each other Shareholder. The Acceptance shall contain the statement that the respective Entitled Shareholder is prepared to exercise his Right of First Refusal for a minimum of their *pro rata* shareholding of all Entitled Shareholders *inter se*. The Acceptance shall also contain a statement as to the maximum of Shares that each Entitled Shareholder would be willing to buy if other Entitled Shareholders do not exercise their right pursuant to this clause.

6.4 The Selling Shareholder shall inform all Shareholders within one (1) week after the expiry of the Right of First Refusal Period by a written declaration if and to what extent Entitled Shareholders have exercised their Right of First Refusal (the "**Exercise Notice**").

6.5 If one Shareholder does not exercise its Right of First Refusal each of the Entitled Shareholders (that initially exercised the Right of First Refusal during the Right of First Refusal Period) is entitled to purchase his Shares Intended For Sale on a *pro rata* basis *inter se* (ie. without taking into account the Shares of the Entitled Shareholders not exercising their Right of First Refusal – the "**Extended ROFR**"). If more than one Entitled Shareholder exercises his Right of First Refusal, each of the exercising Entitled Shareholders shall be entitled to purchase the Shares Intended For Sale on a *pro rata* basis *inter se* up to the maximum amount indicated by such Shareholder. The Extended ROFR can only be exercised within one (1) week after the reception of the Exercise Notice. The Right of First Refusal shall be effective only if the entire Shares Intended For Sale of the Selling Shareholder are purchased by at least one of the Entitled Shareholders.

6.6 The Selling Shareholder and the Entitled Shareholders that have exercised their Right of First Refusal for all Shares Intended For Sale shall be obliged to enter into a purchase

agreement before a notary public, within two (2) months from the end of the Right of First Refusal Period. Such share sale and assignment agreement shall further contain the same rights and obligations as set out in the Notification.

6.7 Section 6 shall not apply to a transfer of Shares by a Selling Shareholder to (i) the Company, (ii) qualifying as Privileged Transfer or (iii) effected for the implementation of the right of first refusal under this Section 6.

7. Non-Exercise of Rights of First Refusal

In the event that not all of the Shares to be sold by the Selling Shareholders are sold by exercising the Right of First Refusal, the Selling Shareholder shall be entitled, during a period of two (2) months after the expiry of the Right of First Refusal Period to (i) withdraw from the entire sale or, alternatively (ii) to sell the Shares to the Potential Purchaser in accordance with Section 17.1, subject to compliance with the Co-Sale Rights under Section 8, provided that the conditions for the Potential Purchaser are not more advantageous than the conditions stated in the Notification. A copy of the contract concluded with the Potential Purchaser shall be presented for review to all Shareholders. If one of the provisions of the preceding Section 5 and Section 6 has been breached by the Selling Shareholder, the approval of the shareholders' meeting according to Section 4.1 shall not be granted and the proceeding of the Right of First Refusal under Section 6 shall be repeated.

8. Co-Sale Rights (Tag-Along Rights)

8.1 In the event of any transfer, i.e. sale or contribution, of Shares by one or more Shareholders to one or more persons in a single transaction or in a series of related transactions or in close time proximity to one another and other than within a Privileged Transfer as set out in Section 4.2 above, each Shareholder (the "**Co-Selling Shareholder**") shall have the right to require the Selling Shareholder that all or some of his Shares in the Company are co-sold on the same terms and conditions (however, taking into account the value of the respective class of the Shares) as the Shares of the Selling Shareholder to the Potential Purchaser (the "**Co-Sale Right**"). This Co-Sale Right shall be exercised by declaration in Text Form with details of the number, type and class of Shares which are to be co-sold, to the Selling Shareholder within two (2) weeks after receipt of the Exercise Notice (Section 6.4) by each Entitled Shareholder.

8.2 If the Potential Purchaser is not willing to also purchase the Shares offered under the Co-Sale Right set forth in Section 8.1, the Selling Shareholder is obliged, upon request of any of the Co-Selling Shareholders, to sell his own Shares and the Shares the co-sale of which is requested, *pro rata* to the shareholding of the Selling Shareholder and the respective shareholding of the Co-Selling Shareholder in the Company in accordance with the procedure set forth below.

8.3 Before selling and after receiving a declaration that co-sale rights are exercised, the Selling Shareholder is obliged to inform all other Shareholders without undue delay (*unverzüglich*) about the total number of Shares the Potential Purchaser is prepared to acquire.

8.3.1 If the Potential Purchaser is willing to purchase the Shares from the Selling Shareholder stated in the Notification and all the Shares of which the co-sale is requested on the same terms as contained in the Notification (however, taking into account the value of the respective class of the shares), then such share sale and assignment agreement shall be made on the same rights and obligations as mentioned in the Notification.

8.3.2 If the Potential Purchaser is not willing to acquire all the Shares the co-sale of which is requested, then the Co-Selling Shareholder shall declare to all Shareholders within two (2) weeks after receipt of the notification under this Section 8.3 whether the request to sell his Shares on a *pro rata* basis according to Section 8.2 or – to the extent Section 8.4 applies – all his Shares rights pursuant to Section 8.4.

8.4 If the Potential Purchaser is a competitor of the Company or an Affiliate of a competitor of the Company, then the sale to the Potential Purchaser shall only be permitted if the Potential Purchaser acquires all Shares held by the Holder of Preferred Shares who so demand(s).

Sentence 1 of this Section 8.4 shall also apply in the event that the Potential Purchaser would hold more than 50% of the Company's share capital after the acquisition as a result of the acquisition of Shares (irrespective of whether or not the Potential Purchaser is a competitor or a company affiliated with a competitor). Shares previously held by an Affiliate of the Potential Purchaser or, in case of a Holder of Preferred Shares, other investment funds administered by the same management company shall be deemed to be held by the Potential Purchaser for the purposes of sentence 2 of this Section 8.4.

8.5 In case any Preferred Shares are sold pursuant to the preceding Sections 8.1 to 8.4, any Selling Shareholder and any Co-Selling Shareholder shall undertake best efforts to ensure that the Potential Purchaser shall be obliged to directly and fully pay any consideration for such Preferred Shares to the respective holder of such Preferred Shares. The preceding sentence shall not apply in case of an Exit Event, in which case the provisions under Section 2 above (preference in liquidation and sale proceeds) shall apply and, accordingly, any Proceeds shall be distributed pursuant to Section 2 above.

8.6 Notwithstanding any further limitations to the Co-Sale Right set forth in this Agreement, the Co-Sale Right pursuant to this Section 8 shall not apply to the disposal of Shares that is made (i) by a Selling Shareholder to comply with his obligations thereunder to an Entitled Shareholder following its valid exercise of the Right of First Refusal, (ii) by a Co-

Selling Shareholder following the valid exercise of the Co-Selling Shareholder's Co-Sale Right or (iii) for a transfer of Shares qualifying as Privileged Transfer.

9. Exit / Forced Sale Right (Drag-Along Rights)

9.1 The Shareholders may resolve with consent of the Qualified Majority including the Investor Majority to demand from any and all Shareholders (the "**Forced Sale Right**") to participate in

9.1.1 the sale and transfer of at least 50% of the Shares at certain conditions to any bona fide Third Party also by way of a share swap, contribution or merger, or

9.1.2 the sale of at least 50% of the tangible and intangible assets of the Company (calculated at fair market values and irrespective of whether such assets may be shown in the Company's financial statements under applicable generally accepted accounting principles) (also by way of a swap, exclusive licence, contribution or merger) at certain conditions to any bona fide Third Party, or

9.1.3 the reorganization of the Company within the meaning of sec. 1 UmwG except for a transformation (*formwechselnde Umwandlung*) after which a bona fide Third Party holds the majority of the Shares.

(each an "**Exit Transaction**")

9.2 The Forced Sale Right may only be exercised and invoked if the purchaser of Shares and/or assets is not affiliated with any of the Company's Shareholders.

9.3 The obligation to participate in a transaction pursuant to Section 9.1 shall in particular include the obligation of each Shareholder to submit all declarations in each case without undue delay (*unverzüglich*) which the implementation of such transaction requires (in particular to (i) vote all of his Shares in favour of such transaction, (ii) sell, transfer, contribute and/or exchange all or a *pro rata* portion, as applicable, of his Shares in connection with such transaction, and (iii) execute and deliver such instruments and take such other action, including executing any purchase agreement, contribution agreement, merger agreement, licensing agreement or related documents, as may be required for such purpose).

9.4 The shareholders that exercised their Forced Sale Right (the "**Dragging Shareholder(s)**") may unanimously determine that a person shall be authorised to negotiate the terms and conditions of the transaction under this Section 9 with the prospective acquirer(s) (the "**Negotiator**"). The Negotiator shall be elected by Qualified Majority.

9.5 The Negotiator is herewith given mandate (*Beauftragung*) by all Shareholders and the Company to negotiate (but not sign and execute) all terms and conditions of the Exit-Transaction with the prospective acquirer(s). The Shareholders agree that any external costs in connection with such mandate to the Negotiator need prior approval from all

Shareholders. The mandate and authority granted shall be irrevocable, to the extent legally permissible, and shall be valid during the term of this Agreement and shall continue to be valid even after a Shareholder's death. The Negotiator shall act in the best interest of all Shareholders. The Negotiator shall immediately submit a draft of the contract negotiated with the prospective acquirer(s) to all Shareholders and the Company.

9.6 In the case the offer meets all of the following requirements, the Dragging Shareholder(s) shall be entitled to demand from any and all Shareholders that they either also accept the offer or submit to the Negotiator a respective power of attorney by way of separate deed to effect the transaction pursuant to Section 9.1:

9.6.1 the Dragging Shareholder(s) agree(s) to the offer;

9.6.2 the requirements under Section 9.2 are met;

9.6.3 the transaction qualifies as Exit Transaction and all Shareholders are included in the Exit-Transaction *pro rata* to their shareholdings in the Company *inter se* (i.e. in particular that all Shares included in the Exit-Transaction are being sold at the same price per Share, irrespective of the respective class of share, however, in any case subject to Section 2 (Liquidation Preference);

9.6.4 the acquirer's consideration shall be in cash and/or in a divisible consideration in kind (e.g. shares). If a Shareholder is forced to sell his Shares by execution of the Forced Sale Right, he shall be entitled to receive the consideration for his Shares in cash;

9.6.5 the consideration in cash and/or a divisible liquid non-cash consideration (*e.g.*, publicly traded stocks without lock-up) payable to the respective Shareholder falls not below the amount required to timely pay any and all taxes and other charges accruing to the respective Shareholder as a result of the transaction underlying the Exit-Transaction;

9.6.6 Shareholders other than the Dragging Shareholder(s) shall only grant customary representations and warranties regarding title, and third party rights regarding, in Shares sold by the respective Shareholder and their capacity to enter into the contract;

9.6.7 the liability of each Shareholder for a breach of any representation or warranties given to the prospective acquirer(s) shall be limited to the proceeds actually received by the respective Shareholder; a joint liability (g*esamtschuldnerische Haftung*) for any claims shall be excluded; the Founders and/or Founders' Holdings shall be treated equally *inter se*.

9.7 Sections 5 to 8 shall not apply in the event that the Forced Sale Right is exercised, but all Shareholders are free to provide the Negotiator with an offer Shares.

10. Investors' Put-Option

Each Holder of Preferred Shares shall have the option at its sole discretion to require (i) the Company – if legally permitted –, or (ii) either or several of the Founders' Holdings *pro rata* to their shareholding in the Company *inter se* to acquire all of the Shares held by the respective Holder of Preferred Shares (the "**Put Option Shares**") for an aggregate consideration of EUR 1.00, by delivery of a notice to the relevant party (the "**Put Option Notice**"). The Founders' Holdings and the Company hereby each irrevocably offer to each Holder of Preferred Shares to buy and acquire the Put Option Shares and undertake to execute upon request such documentation as is required to give effect to such transfer per this Sec. 10 within ten (10) Bank Working Days of receipt of the Put Option Notice.

11. Shareholders' Resolutions; Consent Reserved Matters

11.1 All resolutions passed inside or outside of shareholders' meetings shall be adopted by a simple majority of the votes cast unless explicitly otherwise provided for by the Articles of Association, this Agreement, the other corporate documents, the investment agreement or statutory law. Each Share, irrespective of its denomination as Common Share or Preferred Share, shall have one (1) vote (i.e., one vote for each EUR 1.00 of nominal amount subscribed to by the respective Shareholder), provided however, that Vested Shares remaining with a Good Leaver shall have no voting rights.

11.2 Each of the decisions and measures set forth in **Annex 11.2** requires approval by shareholders' meeting with consent of the Qualified Majority including the Investor Majority.

12. Management Board

12.1 The Company shall have a management board (the "**Management Board**" (*Geschäftsführung*)) which shall have, inter alia, the powers and responsibilities specified herein, in the Articles of Association and the rules of procedure for the Management Board. The Management Board is responsible for the management of the Company.

12.2 The Management Board shall manage the Company's business with the due care and diligence of a prudent businessman in accordance with the applicable provisions under statutory law, the provisions of the Articles of Association, this Agreement, the rules of procedure for the Management Board, if any, their respective manager service agreements, the resolutions and instructions in relation to specific circumstances by the Shareholders (passed inside and outside shareholders' meetings).

12.3 The members of the Management Board (collectively, the "**Managing Directors**" (*Geschäftsführer*)) shall represent the Company with single power of representation (*Einzelvertretungsmacht*) and shall be exempted from any restrictions of sec. 181 BGB.

12.4 The Parties agree that the fixed annual gross base salary of the managing directors Lorenz Sykora-Mirle and Alexander Geißler shall be increased to EUR 100,000.00 (in words: one hundred thousand euros) with effect from the first day of the calendar month following the registration of the Series A Financing Round (capital increase) with the commercial register. In addition to the fixed annual base salary, the Company shall agree with the Managing Directors on an appropriate performance-related bonus with appropriate, measurable and verifiable performance targets. In determining the bonus opportunity and the performance targets, due consideration shall be given to the Managing Director's duties and responsibilities as well as to the economic situation and development of the Company. The Parties shall take all actions and make all declarations required to implement the salary increase and the bonus arrangement, in particular to adopt all necessary shareholders' resolutions.

13. Advisory Board

13.1 Pursuant to section 7 of the Articles of Association, the Company shall have an advisory board (fakultativer *Beirat*) (the "**Advisory Board**"), which shall be a committee of the shareholders of the Company (*Gesellschafterausschuss*). For the avoidance of doubt, the Advisory Board shall not be entitled to issue instructions (*Weisungen erteilen*) to the Management Board. The measures and actions set forth in **Annex 13.1** require approval by the Advisory Board.

13.2 The Advisory Board shall have three (3) members. The voting members of the Advisory Board shall be delegated (*entsandt*), removed or replaced as follows:

13.2.1 EIC shall have the right (but not the obligation) to appoint (*entsenden*), remove or replace with a notice period of six (6) months one (1) member by declaration in Text Form to the Company (the "**EIC Member**"). As long as EIC has not exercised its right according to sentence one of this 13.2.1, all Holders of Preferred Shares have the right (but not the obligation) to appoint (*entsenden*), a substitute to EIC Member by declaration in Text Form to the Company with Investor Majority.

13.2.2 HTGF and Verve shall have the right (but not the obligation) to appoint (*entsenden*), remove or replace one (1) member by declaration in Text Form to the Company (the "**Seed Member**"); and

13.2.3 The Holders of Common Shares shall have the right (but not the obligation) to appoint (*entsenden*), remove or replace one (1) member by declaration in Text Form to the Company (the "**Founders' Member**").

[**Note Companisto**: Wording to be included after alignment of the new AB: "*In the event that the total investment volume (share capital and payments into the capital reserve) of the Companisto Angel Investors and the Companisto SPV is or exceeds EUR 500,000.00, Companisto Angel Investors, represented by the Companisto Pool Leader, shall have jointly a*

*right to appoint, remove and replace one (1) member of the Advisory Board ("**Companisto Angel Investors Member**").*]

13.3 Additionally, the EIC, HTGF, Ventura and Verve shall each be entitled to appoint one (1) non-voting observer member (collectively the "**Observers**" and each an "**Observer**").

13.4 The Advisory Board shall pass its resolution with a majority of 2/3 of the votes cast (including consent or abstention (*Enthaltung*)). Abstentions shall be deemed as rejections.

13.5 Observers or guests nominated by a Shareholder who is also entitled to delegate a member according to Sections 13.2.1 through 13.2.3 shall be allowed to participate in meetings of the Advisory Board unless disagreed by the majority of the members of the Advisory Board.

13.6 Neither sec. 52 of the GmbHG nor the AktG shall apply to the Advisory Board.

13.7 The liability of the members of the Advisory Board shall be limited to intent and gross negligence.

14. Intellectual Property Rights

14.1 As far and as long as a service / employment relationship between a Founder and the Company exists and to the extent permitted by law, the respective Founder and Founder Holding shall disclose and assign to the Company promptly and fully any existing or future work (including the source code of computer software programs and/or data) and any invention, improvement, discovery, process, formula, technique, method, trade secret, or other intellectual property (including but not limited to trademarks and patents), whether or not patentable or otherwise registrable, whether or not copyrightable and all rights to any related know-how, that has been or will be made, conceived, developed, or first reduced to practice (*in die Praxis umsetzen*) by the Founder or Founder Holding, either alone or jointly with others (but in the latter case only with respect to their respective interests or participation in such rights) in the Business Field (the "**Inventions**").

14.2 Each Founder and Founder Holding hereby assigns to the broadest legally valid extent without further remuneration to the Company all of his right, title and interest in and with respect to (i) any existing Invention as of the Signing Date and (ii) future Inventions made during the time of the Founder's service / employment relationship in the Company, including in particular the right to copy, disseminate, transfer to Third Parties, (sub-)license exclusively or non-exclusively, adapt and/or modify any such Invention and to apply for intellectual property rights in the Company's own name. To the extent the assignment should not be legally valid, each Founder and Founder Holding hereby grants to the Company an exclusive, unrestricted, non-revocable, transferable license (including the right to sublicense) to use such Invention for all known and future types of

use for the purpose of the unrestricted exploitation of the Inventions within the Business Field for the entire life of such right in any territory. Each Founder and Founder Holding hereby waives any moral rights they may have under copyright laws, including in particular the right to publish any work, the right to be named as author and the right of access to any work, to the extent legally permitted.

14.3 The Company hereby accepts all of the assignments and licenses pursuant to this Section 14.

14.4 Such assignment and license shall be deemed compensated by each Founder's service / employment agreement with the Company. The provisions of the German Employee Inventions Act (*Arbeitnehmererfindungsgesetz*) shall not apply, to the extent legally permitted. The Shareholders, the Founders and the Company assume, and hereby agree, that the position as direct or indirect shareholder, managing director and/or employee of the Company is an appropriate compensation for such assignment and license since each Founder and Founder Holding will also directly or indirectly participate in the proceeds from the rights to the intellectual property, namely through the shares, which they directly or indirectly hold in the Company.

14.5 To the extent permitted by law, each Founder and Founder Holding undertakes to notify the Company without undue delay about any and all Inventions in the Business Field of the Company which are made either outside the ordinary course of business or in case the Founder is not in service / employment relationship with the Company. This shall also apply to Inventions made before or after the termination of the respective service or employment agreement under the preconditions described in Section 14.6 below.

14.6 Following the termination of their respective service or employment agreement with the Company and only for as long as a Founder respectively Founder Holding is direct or indirect shareholder of the Company and as far as possible with respect to the existing service or employment agreement of the respective Founder with a Third Party or one of the Parties with the exception of the Company, each Founder hereby irrevocably grants the Company at the Company's sole discretion the right to (i) purchase any future Invention in the Business Field or (ii) to obtain an exclusive, perpetual, transferable and worldwide licence with the right to sub-licence to use any future Invention developed in the Business Field in any respect, including without being limited to make, use and distribute products embodying such Invention, in each case, for a reasonable consideration (*gegen angemessene Vergütung*). The provisions of the German Employee Inventions Act (*Arbeitnehmererfindungsgesetz*) shall not apply, to the extent legally permitted. Such right shall be exercised by the Company within six months following the date of notification pursuant to Section 14.5 above. During this period and for a period of further three (3) months, each Founder shall not be entitled to sell, license or otherwise dispose of (*verfügen*) such Invention provided, however, that following the end of the six months period each Founder shall be entitled to exploit or make otherwise use of such Invention by himself or on behalf of Third Parties in their sole discretion,

subject to the no compete provisions set forth in this Agreement. Notwithstanding the foregoing and pending an agreement about the reasonable consideration payable by the Company, the Company shall have the non-exclusive licence to use such Invention in the Business Field. In order to secure any rights of the Company pursuant to this Section 14.6 each Founder herewith assigns any and all rights with respect to any existing and/or future Invention to the Company. The aforementioned assignment is agreed under the condition subsequent (*auflösende Bedingung*) that the purchase right by the Company vis-à-vis the respective Founder pursuant to this Section 14.6 is not exercised within six months following the date of notification pursuant to Section 14.5 above by the respective Founder; any rights to obtain an exclusive, perpetual, transferable and worldwide licence with the right to sub-licence to use any future Invention developed in the Business Field in any respect, including without being limited to make, use and distribute products embodying such Invention, or a non-exclusive licence, as the case may be, in accordance with the provisions of this Section 14.6 remain unaffected if the purchase right will not be exercised.

15. Indirect Shareholdings of Founders

15.1 The Founders acknowledge and accept that also their indirect shareholdings in the Company through the Founders' Holdings are a substantial precondition for the future collaboration of the Shareholders as contemplated under this Agreement.

15.2 Each Founder hereby guarantees to all other Founders and all other Shareholders by way of an independent guarantee (*selbständiges Garantieversprechen*) within the meaning of sec. 311 para. 1 BGB and under the exclusion of any joint and several liability (*unter Ausschluss der gesamtschuldnerischen Haftung*), that the statements set forth in Section 15.2.1 through Section 15.2.3 are true and correct as of the Signing Date:

15.2.1 Such Founder holds all of the shares in his respective Founder’s Holding and is the sole legal and beneficial owner of such shares.

15.2.2 The Shares such Founder holds in his respective Founder's Holding are free of any encumbrances, liens or other third party rights, in particular no Third Parties are entitled to exercise pre-emptive rights, rights of first refusal, options or other rights to purchase or acquire any shares in such Founder’s Holding.

15.2.3 Such Founder is the sole managing director (*Geschäftsführer*) of its respective Founder’s Holding.

15.3 Any transaction (other than the death of the respective Founder) which results in any of the statements contained in Section 15.2.1 through Section 15.2.3 not being true and correct at any time until the respective Founder’s Holding ceases to be a shareholder of the Company requires the prior approval of the Qualified Majority.

15.4 For each case of breach of a guarantee provided for in Section 15.1 above and any breach of Section 15.3 which, in any case was not remedied within eight (8) weeks after such breach occurred, the shares in the Company held by the affected Founder's Holding may be redeemed without the Founders' Holding's consent for a compensation set out in Section 15.6.

15.5 Instead of redemption according to Section 15.4 the Qualified Majority may demand the transfer of the Founder's Holding's Shares. Therefore each Founder Holding hereby irrevocably offers to sell and transfer to (i) the Company or (ii) to the extent the Company cannot legally acquire the Shares, to all (other) Shareholders all of his Shares for the consideration as set out below in Section 15.6. The (other) Shareholders shall be entitled but not obliged to accept the aforementioned offer *pro rata* to their shareholding in the Company. In case not all (other) Shareholders accept the offer by the respective Founder' Holdings, the Shares not subscribed for by such Shareholder shall be offered to all (other) Shareholders accepting the offer *pro rata* to their shareholding in the Company *inter se*.

15.6 The consideration to be paid in case of a redemption according to Section 15.4 or in case of a transfer according to Section 15.5 shall be the nominal value of the Shares.

16. Concentration of Entrepreneurial Activities

16.1 For so long as a Founder is either a direct or an indirect shareholder of the Company and in service / employment relationship with the Company, he shall be obligated to offer to the Company free of charge to participate in business ideas which he intends to develop in the Business Field. If there is no service / employment relationship or following termination of his service / employment relationship and only for as long as the Founder is a direct or indirect shareholder of the Company, he shall be obligated to offer to the Company to participate in business ideas which he intends to develop in the Business Field for a reasonable consideration (*angemessenes Entgelt*). In each case, the Founder is entitled to exploit such idea by himself or on behalf of Third Parties, subject to the non-compete provisions set forth hereinafter.

16.2 Each Founder and each Founder's Holding undertakes for himself vis-à-vis the other Shareholders and the Company that he will for so long as such Founder is a direct or indirect Shareholder of the Company not (also not indirectly via their Founders' Holdings and/or person related or otherwise connected with him):

16.2.1 directly or indirectly engage or make direct or indirect investments (except for purely private financial participations for investment purposes of up to 2% of the share capital of a public company's outstanding stock) in any company which is directly active in the Business Field in North America and Europe or any other country in which the Company engages in any business;

16.2.2 hold any direct or indirect interest in, or be engaged by, any company (including founding a respective company) or business which is directly engaged in the Business Field in North America and Europe or any other country in which the Company engages in any business (except for purely private financial participations for investment purposes of up to 2% of the share capital of a public company's outstanding stock);

16.2.3 work for a company which is directly engaged in the Business Field in North America and Europe or any other country in which the Company engages in any business;

16.2.4 directly or indirectly solicit or entice, or attempt to solicit or entice, away from the Company the business or custom of any person with a view to supplying products or services in the Business Field in North America and Europe or any other country in which the Company engages in any business;

16.2.5 directly or indirectly cause or encourage any supplier to cease to supply goods and/or services to the Company or to otherwise materially reduce the level, or adversely vary the terms, of any business transacted between the Company and such supplier;

16.2.6 directly or indirectly solicit or entice, or attempt to solicit or entice, away from the Company any person engaged by it in a senior management position (including, without limitation, any managing director, director or vice president (or similar level)), engaged in product development (including, without limitation, any designer or engineer) or in a customer relationship role (including, without limitation, any person whose role within the Company includes significant publicity, marketing or sales activities); or

16.2.7 encourage, assist or facilitate any person undertaking any of those matters described in Section 16.2.1 to Section 16.2.6 above.

16.3 Section 16.2 shall also apply for a period of twenty-four (24) months after a Founder or Founder's Holding ceases to be a direct or indirect Shareholder of the Company.

16.4 In the event that, despite prior written notice, a Founder and/or a Founder's Holding breaches the non-compete obligation set out in this Section 15 the Founder and/or a Founder's Holding acting in breach of the non-compete obligation shall, at the other Shareholders' discretion with a simple majority of votes cast, be obliged to either

16.4.1 assign to the other Shareholders all Shares held by him on a *pro rata* basis in relation to the percentage of the other Shareholders in the registered share capital of the Company at the *pro rata* book value, to contribute to the required corporate measures and to deliver the required statements, or to

16.4.2 pay to the Company a contractual penalty in the amount of EUR 50,000.00 (Euro fifty thousand), whereas in case of a continuous breach, the contractual penalty will fall due again for each commenced month of the continuous breach.

16.5 The Shareholders may with Qualified Majority waive the non-compete undertakings according this Sec. 16 for one (1) or all Founders and/or Founders' Holdings.

17. Rights and Obligations of Future Shareholders

17.1 The Shareholders and the Company agree that each acquirer of Shares must become a party to this Agreement with the rights and duties which correspond to those of its respective legal predecessor. If this is not the case, the Shareholders must withhold their consent in the shareholders' meeting of the Company to the transfer of Shares which would otherwise lead to such party becoming a shareholder of the Company. For the avoidance of doubt the consent of the shareholders' meeting of the Company shall only be given after the new party has legally validly declared to join this Agreement by a notarial declaration which must be sent to the Company. The Parties hereby irrevocably declare their consent to the accession of such Third Party provided that the assignment of Shares to such Third Party is made in accordance with the provisions of this Agreement or as the case may be that the shareholders' meeting has authorised such Third Party to subscribe to new Shares. A further acceptance declaration is not necessary. The Parties other than the Company herewith expressly waive the requirement that they are notified of such accession (*Verzicht auf den Zugang der Beitrittserklärung gemäß § 151 Satz 1 BGB*).

17.2 In the event of the death of one of the Shareholders, the Company shall not be terminated and the rights and obligations under this Agreement shall devolve on his heirs.

17.3 In the event of the gift of Shares by means of a legacy (*Vermächtnis*), the testator and the heirs shall make the transfer of the Shares dependent upon the beneficiary of the legacy becoming party to this Agreement; Sections 5 to 6.7 shall apply accordingly.

18. Employee Incentive Program

18.1 The Company has implemented an employee incentive program under which managing directors, employees and advisors may be granted employee participation in form of a virtual stock option program (VSOP) with a vesting period of at least 48 months and a cliff period of at least one (1) year and customary good and bad leaver events (the "**Employee Incentive Program**"). Under the Employee Incentive Program in total 4,263 virtual shares with a virtual nominal value of EUR 1.00 may be issued (representing up to 10 % of the share capital in the Company after the Signing Date). Such Employee Incentive Program shall be borne and economically contributed by all Shareholders. The legal structure and details of the Employee Incentive Program as well as its implementation require the prior approval of the Qualified Majority. The management of

the Company shall decide upon the granting of virtual shares under the Employee Incentive Program, provided, however, that any granting of more than 400 virtual shares to a beneficiary shall require prior consent of Qualified Majority. If the potential beneficiary is member of the Management Board of the Company (if permissible under the Employee Incentive Program) a prior consent of the Qualified Majority is required in any case.

18.2 Upon an Exit Transaction and upon any other exit or liquidity event as specifically stipulated under the respective virtual stock option agreements and in order to facilitate the calculation of the claims of the respective beneficiaries under the Employee Incentive Program, each Shareholder hereby undertakes to provide the Company with all information reasonably required for the calculation of any claims under the Employee Incentive Program (in particular with respect to any proceeds (*Erlöse*) received by such Shareholder as a result of an Exit Transaction).

18.3 Nothing in this Section 18 shall be construed to the effect of an agreement to the benefit of any Third Party (*kein Vertrag zugunsten Dritter*) (including the Company).

19. Consent to a share transfer of the Founders' Holdings

19.1 Ms. Müller as sole shareholder of Müller Founder Holding hereby holds an extraordinary shareholders' meeting waiving all statutory or other requirements regarding form and timing pertaining to convening and holding a shareholders' meeting and unanimously resolves for Müller Founder Holding as follows:

"I unconditionally and irrevocably consent to any sale and transfer of Shares held by ATRANDA UG (haftungsbeschränkt) in accordance with this Agreement (in particular, but not limited to the transfer within an Exit Transaction or based on a Vesting Transfer.)"

19.2 Mr. Sykora as sole shareholder of Sykora Founder Holding hereby holds an extraordinary shareholders' meeting waiving all statutory or other requirements regarding form and timing pertaining to convening and holding a shareholders' meeting and unanimously resolves for Sykora Founder Holding as follows:

"I unconditionally and irrevocably consent to any sale and transfer of Shares held by Kleg UG (haftungsbeschränkt) in accordance with this Agreement (in particular, but not limited to the transfer within an Exit Transaction or based on a Vesting Transfer.)"

19.3 Mr. Geißler as sole shareholder of Geißler Founder Holding hereby holds an extraordinary shareholders' meeting waiving all statutory or other requirements regarding form and timing pertaining to convening and holding a shareholders' meeting and unanimously resolves for Geißler Founder Holding as follows:

"I unconditionally and irrevocably consent to any sale and transfer of Shares held by ATREVO UG (haftungsbeschränkt) in accordance with this Agreement (in particular, but not limited to the transfer within an Exit Transaction or based on a Vesting Transfer.)"

20. Matrimonial status

20.1 Each Founder shall be obliged to ensure that as far as being or becoming married (*verheiratet*) or bound in civil union (*eingetragene Lebenspartnerschaft*) pursuant to the Law on civil partnership (*Lebenspartnerschaftsgesetz*), he will establish and sustain for the term of this Agreement any of the following matrimonial status:

20.1.1 The spouses have modified the applicable statutory matrimonial property regime (*Zugewinngemeinschaft*) pursuant to sec. 1363 BGB such that the shares either in the Company or in the respective Founder's Holding held by the respective Founder are excluded from joint ownership of the increase in capital value of assets (*Ausschluss von der Zugewinngemeinschaft; modifizierte Zugewinngemeinschaft*); or

20.1.2 The spouses have agreed to live in separate estate (*Gütertrennung*) pursuant to sec. 1414 BGB.

21. Confidentiality

21.1 The Parties shall, without limitation in time, keep confidential and shall not disclose the contents of this Agreement, its conclusion and implementation as well as any confidential information relating to the Company or any of its subsidiaries, except if and to the extent

21.1.1 the relevant facts or circumstances are or become known to the public in general (other than by breach of this Section 21 or any other confidentiality agreement between the Parties);

21.1.2 disclosure is required (i) for the purpose of any judicial proceedings out of this Agreement or any other agreement entered into under or pursuant to this Agreement, or (ii) pursuant to any statute or law, official or judicial orders, or provisions or regulations relating to a stock exchange;

21.1.3 disclosure is made to a tax or other authority in connection with the tax or other affairs of the disclosing Party;

21.1.4 disclosure is made by a Shareholder to any other Shareholder;

21.1.5 disclosure is made to employees, attorneys, accountants, tax consultants, or other professional advisors of a Party, provided that such employees and advisors are subject to secrecy duty by law or a corresponding confidentiality obligation; or

21.1.6 disclosure is made to a Third Party (i) that intends to subscribe for or acquire Shares or (ii) in connection with an Exit Transaction, provided that such Third Party is subject to a confidentiality obligation.

21.2 The Parties acknowledge and agree that Verve may disclose information relating to the Company or its investment in the Company (including Confidential Information) to its fiduciary investors, for the purposes of reporting requirements and/or reviewing existing investments and investment proposals.

21.3 To fully protect its interests as financial investor, HTGF is entitled to disclose the contents of this Agreement, its conclusion and implementation as well as any confidential information relating to the Company or any of its subsidiaries to Third Parties in case (i) the Company has expressly consented the disclosure to Third Parties prior to the disclosure or (ii) the Third Party, in a non-disclosure agreement, has undertaken vis-á-vis HTGF to refrain from disclosing confidential information relating to the Company or any of its subsidiaries.

21.4 Press releases and other information on the conclusion, the content and performance of this Agreement shall only be made available to Third Parties, particularly press agencies, with the prior consent of the Company with consent of the Qualified Majority hereto, which shall not unreasonably be withheld.

21.5 The Parties acknowledge and agree that:

21.5.1 EIC and/or EIB, as its adviser, may be obliged to communicate information relating to the Company and the financing provided pursuant to the Agreement to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law or pursuant to the Horizon 2020 Legal Basis; and

21.5.2 EIC and/or the EIB, as its adviser, as well as HTGF and UTUM-III may publish in its website or produce press releases containing information related to the financing provided pursuant to the Agreement, including the name, address and country of establishment of the Company, the type and amount of financial support received pursuant to and the financing provided by EIC pursuant to the Agreement and the nature of the Company's business. Either Party will be responsible for any breach of any of the terms of this Section 21 by any person to whom confidential information is disclosed by the respective Party pursuant to this Section 21.

21.6 The Pool Leader and the Companisto SPV (if any) may disclose confidential information pursuant to this Section 21 to its Affiliates to fulfil its legal obligations and certain information requirements.

21.7 The provisions of this Section 21 shall remain valid for the time during which any of the Parties holds a direct or indirect ownership interest in the Company. Section 21 shall survive the termination of this Agreement.

21.8 The individuals who are parties to this Agreement (the "**Affected Persons**") agree that the Company, its corporate bodies, the members thereof and its shareholders as well as all business entities which are affiliated with its shareholders within the meaning of sec. 15 et seq. AktG (the "**Recipients**") may, in compliance with applicable legal provisions, manually or electronically store, process or exchange among themselves personal data of the Affected Persons. This applies without limitation to personal data which serve for the purpose of identification of the Affected Persons (e.g. name, profession, address, date of birth) as well as for such personal data as may have a bearing on the acquisition, the holding or the disposition of the participation in the Company or the commercial basis or merits of these business transactions. Subject to existing confidentiality agreements, if any, the Recipients may also transfer personal data of the Affected Persons to Recipients or to persons acting on behalf of any Recipient in other member states of the European Union, the Agreement of the European Economic Area or in third countries, provided that a reasonable level of data protection is ensured in such third countries.

21.9 The limited partners of UTUM-III may share confidential information with their associates, employees and professional advisers, provided that these persons are by law or contractually obliged to confidentiality.

EIF may share confidential information with (i) any European institution (including the EIB and the European Commission, the European Anti-Fraud Office and any other competent EU institution or body, as well as any persons designated by any of the foregoing) (ii) the European Court of Auditors (and/or other internal or external audit body or firm) as part of their audit of EIF, (iii) any of EIF's shareholders, governing bodies, mandators or advisors subject to these advisors being obliged to confidentiality substantially similar to the undertaking according to subsection (1), (iv) any other institution or authority to which EIF is required to disclose confidential information for audit, monitoring, reporting or other purposes and/or any person to whom EIF is required to disclose confidential information (a) pursuant to law, any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority, (b) in order to assert a right or defend a claim arising under the Partnership Agreement, (c) in accordance with the EIF's transparency and anti-fraud policies (as published on EIF's website at http://www.eif.org/news_centre/publications/eif-transparency_policy_01022016.pdf and http://www.eif.org/attachments/publications/about/Anti_Fraud_Policy.pdf, as updated or amended from time to time), as well as the EIB's group transparency policy (as published on the EIB's website

http://www.eib.org/attachments/strategies/eib_group_transparency_policy_en.pdf, as updated or amended from time to time).

22. Information Rights

22.1 The Company shall provide to EIC the following information without further notice of the the Holders of Preferred Shares and in addition to the inspection and investigation rights provided by applicable law and the Articles of Association:

22.1.1 audited (consolidated) financial statements in accordance with the provisions for large corporate enterprises within six (6) months after the end of the business year and a report on the economic and financial development of the Company in the format defined by UTUM-III;

22.1.2 monthly management letters within 15 calendar days after the end of each month based on a format as approved by the Investor Majority after Signing;

22.1.3 a liquidity twelve-months forecast to be updated every quarter with 10 days prior to each quarter;

22.1.4 annual business plan and budget for the forthcoming business year together with a management presentation of such financial information no later than 30 calendar days before the beginning of each business year.

22.2 The Company shall inform the Holder of Preferred Shares immediately in writing on all measures exceeding the ordinary scope of business. In particular, the Company shall inform the Holders of Preferred Shares immediately in case the Company becomes aware of a change of control in the Company by acquisition of a majority participation in the Company within the meaning of section 16 AktG or any other controlling powers pursuant to section 290 para. 2 HGB being imminent or having occurred. Further, the Company will inform the Holders of Preferred Shares immediately on any planned restructuring or transformation measures and the conclusion of any intercompany agreement within the meaning of section 291 et seq. AktG. In the event of an intended IPO, the Company will, in particular, inform the Holders of Preferred Shares of any application for permission to trade on a national, international or transnational stock exchange filed on behalf of the Company.

22.3 The Company will inform the Holders of Preferred Shares immediately of any incidents which may cause a substantial deterioration of the economic situation of the Company.

22.4 The Holders of Preferred Shares shall be entitled to inspect at all times all documents of the Company which relate to the fulfilment of the information obligations set out under this Section 22. Ten Holders of Preferred Shares may avail itself of any Third Party to exercise its information and control rights.

22.5 Further, all the Holders of Preferred Shares (except EIC) shall have the following information rights:

22.5.1 the Company shall report biannually to the Holders of Preferred Shares (except EIC) until the 15th (fifteenth) Bank Working Day following the end of the second (2nd) and fourth (4th) quarter of each year at the latest, on the economic situation of the Company in the form required by HTGF, until HTGF waives the right to receive such report. In addition, all Holders of Preferred Shares (except EIC) shall receive from the Company monthly, by the end of the 20th (twentieth) calendar day of the respective following month at the latest, a status report on the preceding month in the form required by the Investors as well as a business plan for the forthcoming year to be submitted in the form required by HTGF by 15th November of each fiscal year at the latest.

22.5.2 the Company shall inform all Holders of Preferred Shares (except EIC) without delay, in writing, on any change to the twelve-months-plan as well as to the business plan submitted pursuant to Section 22.5.1 above. Further, the Company shall be obliged to immediately adjust the twelve-months-plan and/or the business plan and to provide the new version to all Holders of Preferred Shares (except EIC) in written and electronic format (text documents as Word files, tables as Excel files) without delay.

22.5.3 Within six (6) months following the end of each fiscal year, the Company shall prepare its annual financial statements in accordance with the provisions for large corporate enterprises, have them audited by an auditor and submit them as well as the audit report and the audit certificate to all Holders of Preferred Shares (except EIC) immediately following preparation of the audit report.

22.5.4 the Company shall inform all Holders of Preferred Shares (except EIC) immediately in writing on all measures exceeding the ordinary scope of business. In particular, the Company shall inform all Holders of Preferred Shares (except EIC) immediately in case the Company becomes aware of a change of control in the Company by acquisition of a majority participation in the Company within the meaning of § 16 AktG or any other controlling powers pursuant to § 290 para. 2 HGB being imminent or having occurred. Further, the Company will inform all Holders of Preferred Shares (except EIC) immediately on any planned restructuring or transformation measures and the conclusion of any intercompany agreement within the meaning of §§ 291 et seq. AktG. In the event of an intended IPO, the Company will, in particular, inform all Holders of Preferred Shares (except EIC) of any application for permission to trade on a national, international or transnational stock exchange filed on behalf of the Company.

22.5.5 the Company will inform all Holders of Preferred Shares (except EIC) immediately of any incidents which may cause a substantial deterioration of the economic situation of the Company.

22.5.6 all Holders of Preferred Shares (except EIC) shall be entitled to inspect at all times all documents of the Company which relate to the fulfilment of the information obligations set out under this Section 15. HTGF may avail themselves of any third party to exercise its information and control rights.

22.5.7 the Company grants to the Federal Ministry of Economy and Climate Action (Bundesministerium für Wirtschaft und Klimaschutz - "**BMWK**") and to any agent appointed by the BMWK the same submission, information and audit rights as granted to HTGF. The Company agrees that HTGF may transfer the data obtained on the Company to the BMWK or an institute commissioned by the BMWK for purposes of scientific analysis of the investment activities of HTGF. The Company further agrees to also provide directly to the BMWK or an institute commissioned by the BMWK all information required for the scientific analysis. The BMWK shall be entitled to transfer the data disclosed to it to the EU Commission for exercising supervisory and controlling rights. With respect to the processing and potential publication of data on investment activities of HTGF it will be ensured that the Company will not incur any damage.

22.5.8 The Company shall also provide unaudited quarterly management accounts and a cash-flow analysis as well as a profit and loss and cash-flow forecast on a monthly basis through the end of the respective business year, reporting on successes, current challenges, extraordinary events and next steps as well as on the areas of "strategic orientation & product", "marketing & sales" and "press" (without figures in each case) and "personnel" (with details of the current number of employees), each in a format pursuant to Section 22.5.9 within twenty (20) Bank Working Days after the end of each quarter; provided, however, that such information shall be provided to the Companisto Angel Investors via the Platform. However, the Company will be reminded by automatic email circulation process of the Platform of the mandatory requirements which are necessary subject to Platform internal requirements.

22.5.9 In connection with the contractual information and reporting obligations, the Company will transmit notices, documents and information as well as all other correspondence in electronic format via a secure internet connection, if so requested by HTGF.

22.5.10 The information, documents and reports to be provided by the Company shall be submitted in written and in electronic format (text documents in Word, tables in Excel format). This shall only apply to documents originating from third parties if they are available to the Company as electronic files.

22.6 The Parties are obliged to procure that the managing directors of the Company at all times duly fulfil the aforementioned information rights of the Holders of Preferred Shares (except EIC) in accordance with the provisions herein. In particular, they are obliged to

vote in shareholders' meetings in favour of respective shareholders' resolutions by which the managing directors of the Company are instructed to fulfil the information rights of the Holders of Preferred Shares (except EIC).

22.7 The Company shall further provide EIC with the information as set forth in **Annex 22.7**.

22.8 As of 31 December of each calendar year, the Company has to report the number of its (full or part time) employees to UTUM-III .

23. Compliance and Ethical Obligations

23.1 The Company hereby undertakes to always conduct the business of the Company under observance of and in compliance with all applicable legal provisions (in particular, also as regards environmental protection, competition, product security, data protection and job safety), public permits, authorisations and concessions as well as third party rights. The Company and the current Shareholders will, within the scope of the business activities of the Company, not grant, promise, demand or accept any illegal advantages or enter into respective arrangements.

23.2 The Company undertakes to comply with all laws and regulations to which it is subject to and in particular without being limited to in all respects with the provisions against money laundering, the fight against terrorist and tax fraud and not to maintain business relationships with entities incorporated in a jurisdiction classified as "non-cooperative" or "non-compliant" by the Organization for Economic Cooperation and Development (OECD) and its Global Forum on Transparency and Exchange of Information for Tax Purposes, from time to time.

23.3 Further, the Company will conduct its business in an ethical and socially responsible way and with integrity and work towards a sustainable economic success.

23.4 The Company will not allow or tolerate any form of discrimination with regard to race, caste, national origin, religion, disability, sex, sexual orientation, union membership, political affiliation or age. The Company will procure that the employees of the Company treat other people with respect, irrespective of their origin, ideology, and way of life and duly respect the sanctity and protection of dignity of any individual.

24. Sustainability Obligation

24.1 The Company is committed to the sustainable procurement and generation of energy as well as its responsible and efficient use to taking responsible action with regard to Environmental, Social and Corporate Governance (ESG) aspects. Carbon reducing measures shall form an integral part of the Company's overall strategy and shall help to improve both operational performance and a reduction in potentially harmful emissions to land, water and air.

24.2 In order to implement ESG aspects, the Company shall, within reasonable time following the Signing, adopt and maintain an ESG policy at the Company, which shall include the following

24.2.1 measure the carbon footprint of the business activities of the Company by using an appropriate assessment framework; the scope for those measures will comprise the energy consumption (electric and thermal), the way to commute and travel, the type of food and drinks consumed, the material uses and waste as well as the cloud services and electronic devices made use of by the Company,

24.2.2 evaluate and implement commercially reasonable measures to reduce the carbon footprint of the Company as much as possible; preferably with yearly targets, that include the business model / product implications of the Company,

24.2.3 evaluate the potential benefits and implement measures of carbon off-setting via certified gold standard partners and/or by 'Verified Carbon Standard' certificates and reflect these costs in the Company's annual budget compensate the calculated emissions,

24.2.4 ensure that the Company's staff is aware of the environmental impacts of their work activities,

24.2.5 encourage, motivate and train the Company's staff through regular awareness to minimize the Company's carbon footprint and environmental impact (e.g., by taking steps as suggested by Leaders For Climate Action (LFCA)),

24.2.6 minimize waste, promote recycling and support the use of recycled products to help reduce the amount of waste,

24.2.7 incorporate energy efficiency measures into the Company's facilities and promote efficient energy use in all areas of business activity;

24.2.8 use sustainable transport wherever practical,

24.2.9 continue to promote environmental awareness and responsibility amongst customers, suppliers and other business partners, and

24.2.10 implement sustainable, commercially reasonable measures in regards to the environmental, social and corporate governance (ESG) impact.

24.3 The Parties also undertake to impose the obligations set out in Section 24.2 on each new managing director of the Company and to include a corresponding statement in the rules of procedure for the management.

24.4 The measures pursuant to Section 24.2 will be reviewed regularly and their progress will be reported bi-annually to the Advisory Board.

24.5 The Company shall procure to report any information requested by HTGF, UTUM-III , EIC and / or Verve and as amended from time to time, which HTGF, UTUM-III , EIC and / or Verve (as the case may be) is required to report to regulatory authorities regarding ESG in compliance with Regulation (EU) 2019/2088 of the European Parliament and the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, in a timely matter.

25. Visibility

The Company shall disclose the support provided by HTGF and UTUM-III. This shall include in particular the inclusion of the HTGF and UTUM-III logo on its website - if available - as well as in other public documents (e.g. pitch decks). HTGF and UTUM-III shall make the logos available to the Company in electronic form. Upon request by the participating local Trustor, the Company shall furthermore include the logo of the local Trustor besides the logo of UTUM-III.

The Company acknowledges and agrees that EIF and HTGF may publish on its website information regarding its investment in the Company including the name, address and country of establishment as well as the type of support received under InnovFin Equity, except if

(a) It would be illegal to do so under applicable laws and regulations, or

(b) Prior to receipt of the funding, the Company objects in writing that such publication risks harming its commercial interests or risks threatening the rights and freedom of the individuals concerned as protected by the Charter of Fundamental Rights of the European Union.

26. Prohibited Situation

26.1 The Company confirms that it is as of the date of signature of this Agreement

(a) not bankrupt nor being wound up, is not having its affairs administered by the courts in this context, has not suspended its business activities, is not the subject of proceedings concerning those matters and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) is not guilty of misrepresentation in supplying information required for selection under InnovFin Equity or has not failed to supply this information;

(c) is, to its knowledge, not listed in the central exclusion data base established under commission regulation 1302/2008 of 17 December 2008.

26.2 The Company confirms that during the last five (5) years prior to the date of signature of this Agreement

(a) it has not entered into an arrangement with creditors in the context of being bankrupt, or wound-up or having its affairs administered by the courts;

(b) its directors or persons having powers of representation, decision-making or control over the company have not been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata, which would affect the ability to perform the obligations under this agreement;

(c) its directors or persons having powers of representation, decision-making or control over the company have not been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity, where such illegal activity is detrimental to the European Union's financial interests.

26.3 Provided that the situations listed under item 26.2 (b) and (c) (collectively, "**Prohibited Situations**") shall not constitute Prohibited Situations where the Company can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control over it, who are subject to this judgement.

27. Restricted Sectors

The Company shall not perform any activities which are set forth in **Annex 27** (the "**Restricted Sectors**").

28. Compliance with EIC Undertaking Standards

The Company and the Company's managing directors shall further comply with the EIC Undertaking Standards as set forth in **Annex 28**.

29. Data Protection and Data Transmission

29.1 HTGF, EIC and UTUM-III collect, process and use the following personal data of the Parties for the purpose of managing their shareholdings, exercising their shareholder rights and within the scope of statistical and scientific evaluations:

- Personal data, in particular name, address, date of birth and profession,
- Scope of participation and amount of the investment, and
- comparable company data.

29.2 The Parties accept and acknowledge that HTGF, EIC and UTUM-III are subject to certain audit and information requirements towards their investors, and the Company shall support HTGF, EIC and UTUM-III in complying with their respective audit and information requirements vis-à-vis their investors, any such requirements as set forth in this Agreement and in the side letters attached hereto as **Annex 29.2**.

29.3 For the purpose of this Section 29, HTGF, EIC and UTUM-III shall be authorized, under release from the confidentiality obligations pursuant to Section 21, to pass personal information of the Shareholders to its employees and persons which it uses to perform its obligations as well as its Trustors as well as including EU Representatives. HTGF, EIC and UTUM-III shall comply with the provisions of the data protection laws, in particular of the data secrecy (sec. 5 of the Federal Data Protection Act, *Bundesdatenschutzgesetz*, "**BDSG**") and of the data security (section 9 BDSG), as well as make its employees and persons which it uses to perform its obligations aware of the provisions of the data protection laws and oblige them to comply with such

Notwithstanding the aforementioned, the Company shall grant unrestricted access to EIF, agents of EIF, the European Court of Auditors ("**ECA**"), the European Commission and its agents, representatives or contractors, - including the representatives of the European Anti-Fraud Office - and any other European Union institution or body (collectively, including EIF and ECA, the "**EU Representatives**") to all documents of the company, to the extent relevant in connection with this agreement in order to monitor, control, audit and review the correct use by the Company of the financing as well as compliance by the Company with the terms of this Agreement (including the promotion, visibility, transparency obligations and evaluation under the Horizon 2020 and the EFSI program). The aforementioned control and inspection rights also include the right to conduct "on-the-spot examinations" in accordance with, and pursuant to, Council Regulation (EU) No. 2988/95 and No. 2185/96, i.e. examinations in the premises of the company by the EU Representatives and representatives of HTGF, EIC and UTUM-III and its Trustors.

The Company shall maintain and be able to produce (in particular for inspection by any EU Representative referred to in the section above) all documentation related to this investment for a period of seven (7) years after termination of HTGF, EIC and UTUM-III participation in the Company.

30. Anti- Money Laundry

HTGF, EIC and UTUM-III are under the German Money Laundering Act (*Geldwäschegesetz* - "**GWG**") obliged to identify the shareholders or any legal successors of Shareholders. In order to comply with the requirements of money laundering prevention, the Shareholders or any legal successors of shareholders undertake to HTGF, EIC and UTUM-III until the entry into the rights and obligations of this Agreement, either a current copy of the identity card (natural person) or a current extract from the register of companies with a list of shareholders (legal Person) and, if present, the beneficial owner (*Wirtschaftlicher Berechtigte*). The certifying notary is hereby instructed to take the aforementioned documents as well as a current commercial register extract and the list of shareholders of the Company to the deed. For this purpose, HTGF, EIC and UTUM-III refer to sec. 11 (5) + (6) and sec. 10 (9) GWG in the version

of 23 June 2017 (BGBl. I p. 1822), most recently by Article 5 paragraph 12 of the law of 21. June 2019 (BGBl. I p. 846).

31. Insolvency Protection

31.1 In case of insolvency proceedings of the Company or if the opening of such proceedings may be rejected due to a lack of assets or the Company is liquidated ("**Liquidation Proceedings**"), each of the Founders and Founder Holdings hereby undertakes vis-à-vis each of the Holders of Preferred Shares that, for a period of twenty-four (24) months from the date of the insolvency application of the Company or the relevant shareholders' resolution to liquidate the Company that they will only (i) hold direct or indirect interest in any Successor Company (as defined below) and/or (ii) work for or otherwise being engaged with any Successor Company, only if and to the extent that the Shareholders received prior to any of such proceedings stated in (i) and (ii) a notification by the Founders providing information on the identity of the Successor Company and the role of the Founders/Founder Shareholder Entity in the Successor Company (text form via email is sufficient) and offering to participate in that Successor Company on a pro rata basis in proportion of to the respective Shareholders' Share quota in the Company and on the same terms and conditions as received by the Founders and/or Founder Holdings.

31.2 "**Successor Company**" shall mean any legal entity or commercial business operation unit, regardless of its legal form, that engages in the Company's Business using the Company's substantial material assets and/or IP Rights, including all or individual key employees and in which at least two of the three Founders and the Founder Shareholder Entity (directly or indirectly) hold the majority of shares or a comparable participation.

32. Duration of this Agreement

32.1 This Agreement shall become effective upon conclusion by all Parties to this Agreement and shall have effect firstly for the period up until 01 Juni 2040. If no party terminates this Agreement giving 6 months' written notice to the end of the initial term mentioned in the sentence before, this Agreement shall automatically renew itself for another year. The right to terminate for cause (*aus wichtigem Grund*) shall remain unaffected. If one party leaves as a result of giving notice or for any other reason, this Agreement shall be continued by the remaining Parties; this shall also apply in the event of the insolvency or liquidation of any of the Parties to this Agreement.

32.2 In any event this Agreement shall cease to have effect for the future upon the first quotation of the price for the Company's shares on a stock exchange.

32.3 In the event of insolvency or liquidation of a Shareholder this Agreement shall remain in force. If and to the extent the insolvent or liquidated Shareholder by mandatory law or pursuant to express provisions of this Agreement ceases to be bound by this Agreement, this Agreement shall remain in force among all other Shareholders.

33. Final Provisions

33.1 Each of the Parties to this Agreement shall bear its own legal and other expenses in connection with the transaction described in this Agreement. However, the Company shall bear all notarial fees and other charges, costs and expenses resulting from the conclusion and consummation of this Agreement.

33.2 By conclusion of this Agreement and unless otherwise stated herein, all previous shareholders' agreements between the Parties shall be terminated and replaced by this Agreement with immediate effect for the future, provided, however, that such agreements shall remain the legal basis (*Rechtsgrund*) for any performances (*Leistungen*) rendered under such agreements during their term.

33.3 This Agreement shall apply to any and all Shares held by any of its Parties from time to time, irrespective of whether Third Parties participate in such Shares by way of trusts, sub-participations, or other ways of beneficial interest or similar legal relations. The Shares shall remain in the particular ownership of the respective Shareholder. No joint ownership (*Eigentum zur gesamten Hand*) or co-ownership (*Miteigentum*) shall be established by this Agreement. If a Shareholder disposes of all of its Shares, such Shareholder shall cease to be a Party to this Agreement with effect as of such disposal; rights and obligations accrued prior to such disposal remain unaffected.

33.4 In the event that certain provisions of this Agreement and provisions of the Articles of Association should conflict or provide different terms and conditions in respect of an issue, the terms and conditions set forth in this Agreement shall prevail, to the extent legally permissible. In the event of such different or conflicting provisions, the Shareholders shall, to the extent legally permissible, amend the Articles of Association so that they conform to the terms and conditions set forth in this Agreement.

33.5 Amendments and additions to this Agreement require a resolution by a 90 % capital majority of the voting Shares of the Shareholders, provided, however, that this amendment does not contain any (i) obligations of Shareholders to make further contributions to the Company, (ii) additional representations and warranties which are given by a Shareholder or (iii) an one-sided burden (*einseitige Benachteiligung*) for a Shareholder or a group of comparable Shareholders, provided, however, that any future changes to this Agreement detrimentally affecting the rights specifically granted to EIC (such as information and visitation rights, appointment of advisory board member and the like) shall require the explicit consent of EIC. Amendments and additions to (any provisions of) this Agreement must be made in writing pursuant to sec. 126 para. 1 BGB

to be effective, unless notarisation is required. This shall also apply to a waiver of the written form requirement.

33.6 Should individual terms of this Agreement be or become invalid or unenforceable or if this Agreement contains gaps, this shall not affect the validity of the remaining terms of this Agreement. In place of the invalid, unenforceable or missing term, the Parties shall agree on such valid term which the Parties would reasonably have agreed, had they been aware at the conclusion of this Agreement that the relevant term was invalid, unenforceable or missing. Should a term of this Agreement be or become invalid because of the scope or time of performance for which it provides, then the agreed scope or time of performance shall be amended to correspond with the extent legally permitted.

33.7 This Agreement has been drafted in accordance with German law. Given that this Agreement relates to a German limited liability company, it is the mutual understanding of the Parties that this Agreement will be governed and interpreted on the basis of German law only. To the extent legally permissible, the courts of district court of Munich I (*Landgericht München I*) shall have exclusive jurisdiction to settle any disputes arising under or in connection with this Agreement.

33.8 The English language version of this Agreement shall be in all respects controlling despite the existence of any translation hereof; provided, however, that, where a German term in italics is appended in this English language version to an English term or otherwise used, such German term (and not the English term to which it relates) shall be authoritative for the purpose of interpretation of the relevant English term in this Agreement.

33.9 All material declarations or other declaration of intent (*Willenserklärungen*) to be given under or in connection with this Agreement shall be made in advance in email and shall be delivered by (i) personal delivery, (ii) registered mail (recorded delivery), (iii) an internationally recognised courier, such as Federal Express, DHL or UPS, (iv) facsimile or (iv) a scan copy of such declaration sent by email to the addresses as set out at the beginning of this Agreement or such other person or address as a Shareholder may notify to the other Shareholders or the Company in accordance with the above. A change in the person or address or the aforementioned addresses shall not become effective until one week after the other Party has been informed of such change.

33.10 If under this Agreement or under an investment agreement, if any, a transfer of Shares is permitted or where such transfer is effectuated in compliance with the restrictions set forth in this Agreement, an assignment and transfer of any corresponding rights and obligations hereunder and thereunder is explicitly permitted without any prior consent of the other Parties hereof or thereof.

Annex (B)**Fehler! Verweisquelle konnte nicht gefunden werden.** – Cap Table prior to S eries A Investment Round

Name of Shareholder	Shares à EUR 1,00	Share Class	Serial number from	Serial number to	Equity in EUR	Total equity in EUR	Quota in %
Müller Founder Holding	7,000	Common	1	7,000	7,000	7,000.00	18.77
Sykora Founder Holding	9,750	Common	7,001	16,750	9,750	9,750.00	26.14
Geißler Founder Holding	8,250	Common	16,751	25,000	8,250	8,250.00	22.12
HTGF	2,142	Seed	25,001	27,142	2,142	2,142.00	5.74
Ventura	2,142	Seed	27,143	29,284	2,142	2,142.00	5.74
EIC	3,856	Seed	29,285	33,140	3,856	3,856.00	10.34
RoBet	1,726	Seed	33,141	34,866	1,726	1,726.00	4.63
Acmaios	733	Seed	34,867	35,599	733	733.00	1.97
Alluti	732	Seed	35,600	36,331	732	732.00	1.96
UTUM-III	347	Seed	36,332	36,678	347	347.00	0,93
UTUM	178	Seed	36,679	36,856	178	178.00	0,48
Dr. Schriek	446	Seed	36,857	37,302	446	446.00	1.20
EIC							
ALDERO INVENTURES GmbH							
Verve Investement Syndicates GmbH							
Total	**42,633.00**		**1**	**42,633**	**42,633.00**	**42,633.00**	**100.00%**

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**The following documents relate to SPV (Companisto Trust Service LXIV UG (limited liability)
(and not to the target company).**

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) Companisto Trust Service LXIV UG (haftungsbeschränkt) b) Frankfurt am Main Geschäftsanschrift: Köpenicker Straße 154, 10997 Berlin c) Verbriefungen im Sinne von Artikel 1 Absatz 2 der Verordnung (EU) Nr. 1075/2013 der Europäischen Zentralbank vom 18. Oktober 2013 und weitere zur Erfüllung dieses Zwecks geeignete Tätigkeiten durchzuführen (Verbriefungszweckgesellschaft im Sinne von § 1 Abs. 19 Nr. 36 Kapitalanlagegesetzbuch). Andere Aktivitäten sind ausgeschlossen, ebenso die Aufnahme von Fremdkapital.	1.000,00 EUR	a) Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch die Geschäftsführer gemeinsam vertreten. b) Geschäftsführer: Zwinge, Tamo, Berlin, *16.09.1980 mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.		a) Gesellschaft mit beschränkter Haftung Gesellschaftsvertrag vom 16.06.2023	a) 13.07.2023 Krämer b) Fall 1

Urkundenverzeichnis-Nr. WI 334/2023

Urschrift einseitig beschrieben



VERHANDELT

zu Berlin, am 16.06.2023
(i. W.: sechzehnten Juni zweitausenddreiundzwanzig)

Vor dem unterzeichnenden Notar

Dr. Sylko Winkler,
Uhlandstraße 6, 10623 Berlin

erschien heute:

Herr **Tamo Zwinge**,
geboren am 16. September 1980,
geschäftsansässig: Köpenicker Straße 154, 10997 Berlin,
persönlich bekannt,

handelnd nicht im eigenen Namen, sondern als einzelvertretungsberechtigter und von den Beschränkungen des § 181 BGB befreiter Geschäftsführer der

Companisto Holding GmbH mit Sitz in Berlin,
eingetragen im Handelsregister des Amtsgerichts Charlottenburg unter HRB 141442 B,
Anschrift: Köpenicker Straße 154, 10997 Berlin,

- nachfolgend „**Gründerin**“ -.

Die Vertretungsbescheinigung gem. § 21 Abs. 1 BNotO lag im Original vor und wird dieser Verhandlung in Abschrift, die hiermit beglaubigt wird, als **Anlage A** beigefügt.

Die Identifizierung nach dem Geldwäschegesetz (GwG) ist erfolgt.

Der Notar erläuterte das Mitwirkungsverbot nach § 3 Abs. 1 Satz 1 Nr. 7 BeurkG. Der Erschienene verneinte die Frage des Notars, ob eine Vorbefassung im Sinne dieser Vorschrift vorliege.

Der Erschienene erklärte ferner vorab für sich selbst und die von ihm Vertretene:

a) Die materiell Beteiligten handeln für eigene Rechnung;
b) Weder er selbst, noch ein materiell Beteiligter oder ein wirtschaftlich Berechtigter ist eine politisch exponierte Person (PeP), deren naher Angehöriger oder eine einer PeP bekanntermaßen nahestehende Person (§ 1 Abs. 12 bis 14 GwG).

Der Erschienene erklärte – handelnd wie angegeben - mit der Bitte um Beurkundung das nachfolgende:

1. Die Gründerin errichtet hiermit nach § 2 Abs. 1a GmbHG eine Gesellschaft mit beschränkter Haftung unter der Firma Companisto Trust Service LXIV UG (haftungsbeschränkt) mit dem Sitz in Frankfurt am Main.

2. Gegenstand des Unternehmens ist es ausschließlich, Verbriefungen im Sinne von Artikel 1 Absatz 2 der Verordnung (EU) Nr. 1075/2013 der Europäischen Zentralbank vom 18. Oktober 2013 und weitere zur Erfüllung dieses Zwecks geeignete Tätigkeiten durchzuführen (Verbriefungszweckgesellschaft im Sinne von § 1 Abs. 19 Nr. 36 Kapitalanlagegesetzbuch). Andere Aktivitäten sind ausgeschlossen, ebenso die Aufnahme von Fremdkapital.

3. Das Stammkapital der Gesellschaft beträgt EUR 1.000,00 (in Worten: Euro eintausend) und wird vollständig von der Companisto Holding GmbH mit Sitz in Berlin, eingetragen im Handelsregister des Amtsgerichts Charlottenburg unter HRB 141442 B, (Geschäftsanteil Nr. 1) übernommen. Die Einlage ist in Geld zu erbringen, und zwar sofort in voller Höhe.

4. Zum Geschäftsführer der Gesellschaft wird

   Herr Tamo Zwinge,
   geboren am 16.09.1980,
   wohnhaft Berlin,

   bestellt. Der Geschäftsführer ist von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuchs befreit.

5. Die Gesellschaft trägt die mit der Gründung verbundenen Kosten bis zu einem Gesamtbetrag von 300 EUR, höchstens jedoch bis zum Betrag ihres Stammkapitals. Darüber hinausgehende Kosten trägt der Gesellschafter.

6. Von dieser Urkunde erhält eine Ausfertigung der Gesellschafter, beglaubigte Ablichtungen die Gesellschaft und das Registergericht (in elektronischer Form) sowie eine einfache Abschrift das Finanzamt – Körperschaftsteuerstelle –.

7. Der Notar wies insbesondere darauf hin, dass

   - eine Gesellschaft mit beschränkter Haftung als klassische GmbH oder als Unternehmergesellschaft (haftungsbeschränkt) errichtet werden kann, entweder unter Zugrundelegung eines individuellen Gesellschaftsvertrages oder unter Verwendung des gesetzlichen Musterprotokolls. Letzteres birgt Risiken und Nachteile wegen des Fehlens der Befreiungsmöglichkeit vom Wettbewerbsverbot, von Vinkulierungs-, Einziehungs- und Abfindungsregelungen.

   - in der Bilanz zwingend eine gesetzliche Rücklage gebildet werden muss. In die Rücklage ist ein Viertel des um einen Verlustvortrag geminderten Jahresüberschusses einzustellen. Wird die Rücklage nicht ordnungsgemäß gebildet, werden der Jahresabschluss und die Gewinnverwendung nichtig. Für Schäden kann der Geschäftsführer haftbar gemacht werden.

- Sacheinlagen sowie verdeckte Sacheinlagen verboten sind. Eine verdeckte Sacheinlage könnte vorliegen, wenn zwar formal die Einlage in Geld auf ein Konto der Gesellschaft geleistet wird, die Gesellschaft bei wirtschaftlicher Betrachtung aber dennoch eine Sache erhält.

- mit dieser Beurkundung eine Vorgesellschaft entsteht, deren Vermögen und Verbindlichkeiten kraft Gesetzes mit der Eintragung im Handelsregister auf die dann entstehende UG (haftungsbeschränkt) übergehen;

- die vor Eintragung im Handelsregister im Namen der Gesellschaft Handelnden persönlich haften (Handelndenhaftung);

- diejenigen Gesellschafter, die der Aufnahme der Geschäfte vor Eintragung im Handelsregister zugestimmt haben, persönlich und der Höhe nach unbegrenzt

  i. zum Ausgleich verpflichtet sind, wenn zum Zeitpunkt der Eintragung im Handelsregister der Wert des Gesellschaftsvermögens nach Abzug der Verbindlichkeiten geringer ist als das Stammkapital (Vorbelastungs- oder Unterbilanzhaftung),

  ii. bei einem Scheitern der Vorgesellschaft für alle entstandenen Verbindlichkeiten haften (Verlustdeckungshaftung);

- die auf die übernommenen Geschäftsanteile zu leistenden Beträge nur in bar zur endgültig freien Verfügung der Geschäftsführer und nur nach der heutigen Beurkundung geleistet werden können, insbesondere

  i. mit einer Leistung, die bei wirtschaftlicher Betrachtung und auf Grund einer getroffenen Abrede als verdeckte Sacheinlage zu bewerten ist, die Einlagepflicht nicht erfüllt wird und nur eine Anrechnung des vom Gesellschafter nachzuweisenden Wertes der verdeckten Sacheinlage zum Zeitpunkt der Anmeldung der Gesellschaft oder der späteren Übertragung der verdeckten Sacheinlage möglich ist,

  ii. eine Leistung der Gesellschaft an einen Gesellschafter, die wirtschaftlich einer Rückzahlung der Einlage entspricht, der Erfüllung der Einlagepflicht nur dann nicht entgegensteht, wenn ein vollwertiger Rückzahlungsanspruch der Gesellschaft besteht, die Gesellschaft die Fälligkeit dieses Rückzahlungsanspruches jederzeit herbeiführen kann und die Leistung der Gesellschaft in der Handelsregisteranmeldung angegeben ist;

- eine Rückgewähr des zur Erhaltung des Stammkapitals erforderlichen Gesellschaftsvermögens nur unter den Voraussetzungen des § 30 GmbHG zulässig ist und die übrigen Gesellschafter anteilig für die Rückzahlung haften, wenn diese von dem Empfänger nicht erlangt werden kann;

- zur Aufnahme der Geschäftstätigkeit behördliche Genehmigungen erforderlich sein können;

- die von den Beschränkungen des § 181 BGB befreiten Geschäftsführer die Gesellschaft auch bei Rechtsgeschäften mit sich im eigenen Namen oder als Vertreter Dritter wirksam vertreten können;

- die Gesellschafter persönlich und der Höhe nach unbegrenzt für den Schaden haften, der dadurch entsteht, dass sie vorsätzlich oder grob fahrlässig einer Person die Führung der Geschäfte überlassen, die nicht Geschäftsführer sein kann und diese Person die ihr gegenüber der Gesellschaft bestehenden Obliegenheiten verletzt (Auswahl- oder Unterlassungsverschulden);

- im Falle der Insolvenz grundsätzlich alle Gesellschafterdarlehen nachrangig sind;

- ihm eine steuerliche Beratung nicht obliege und er eine solche daher nicht vorgenommen habe.

8. Die jeweiligen Notariatsangestellten des Notars Dr. Sylko Winkler, Berlin, zu deren Benennung er bzw. sein amtlich bestellter Vertreter ermächtigt wird und zwar eine jede für sich allein, sind bevollmächtigt, sämtliche ihnen für die Eintragung in das Handelsregister zweckmäßig erscheinenden Erklärungen abzugeben oder zu ändern. Die Bevollmächtigten sind von den Beschränkungen des § 181 Alt. 2 BGB befreit und berechtigt, Untervollmacht zu erteilen. Die Notariatsangestellten sind bei der Abgabe der Erklärungen aufgrund der ihnen erteilten Vollmachten von jeglicher Haftung aufgrund einfacher Fahrlässigkeit befreit, soweit sie nach den Weisungen des Notars handeln und keine Verletzung von Leben, Körper oder Gesundheit eingetreten ist.

   Von dieser Vollmacht darf nur vor einem Notar, der als Rechtsanwalt Partner der MOCK Partnerschaft von Rechtsanwälten mbB in Berlin ist oder einem amtlich bestellten Vertreter oder Verwalter eines dieser Notare Gebrauch gemacht werden.

Diese Niederschrift wurde dem Erschienenen von dem Notar vorgelesen, von dem Erschienenen genehmigt und von dem Erschienenen und von dem Notar eigenhändig, wie folgt, unterschrieben:

gez. Tamo Zwinge

_____

Tamo Zwinge

gez. S. Winkler, Notar

_____

Dr. Sylko Winkler, Notar

L.S.

Anlage A

Bescheinigung gem. § 21 BNotO

Ich bescheinige hiermit aufgrund meiner Einsichtnahme vom heutigen Tage in das elektronisch geführte Handelsregister des Amtsgerichts Charlottenburg zu HRB 141442 B, dass Herr Tamo Zwinge, geb. am 16.09.1980, wohnhaft Berlin, als einzelvertretungsberechtigter und von den Beschränkungen des § 181 BGB befreiter Geschäftsführer der Companisto Holding GmbH mit Sitz in Berlin eingetragen ist.

Berlin, 16.06.2023

L.S.

gez. S. Winkler
Dr. Sylko Winkler
Notar

Hiermit beglaubige ich die Übereinstimmung der in dieser Datei enthaltenen Bilddaten (Abschrift) mit dem mir vorliegenden Papierdokument (Urschrift).

Berlin, den 26.06.2023

Dr. Sylko Winkler, Notar