COMPANISTO

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Joining the
Seed Investment Agreement,
Shareholders' Agreement, and Voting
Agreement and Pooling Agreement

1. Preamble

1.1. On [Date], the Seed Investment Agreement (hereinafter the "Investment Agreement") and the Shareholders' Agreement (hereinafter the "Shareholders' Agreement"), each relating to Nullpunkt AG, registered with the Commercial Registry of the Canton of Zurich under company number CHE-389.359.711 ("Company").

Furthermore, the Companisto Individually Placed Seed Shareholders listed in **Joint Annex A** entered into a Voting Agreement and Pool Agreement (hereinafter the **"Voting Agreement and** Pool Agreement") with the Pool Leader on [Date].

1.2. As set forth in the Investment Agreement and the Shareholders' Agreement, additional Second Closing investors are to join as **"Companisto Platform-Placed** Seed Shareholders" or "Co-Investors."

1.3. Pursuant to Section [6.8] of the Investment Agreement and Section [23] of the Shareholders' Agreement, the parties have extended an offer to each Companisto Platform-Placed Seed Shareholder and to each Co-Investor who is admitted to subscribe for shares in the Company to to join the Investment Agreement and the Shareholders' Agreement, and the Companisto Platform-Placed Seed Shareholders and the Co-Investors have joined the Investment Agreement and the Shareholders' Agreement.

1.4. The Companisto Platform-Placed Seed Shareholders listed in **Joint Exhibit B** wish to join the Participation Agreement and the Shareholders' Agreement, as well as the Voting Agreement and Pool Agreement, as **"Companisto Platform-Placed** Seed Shareholders," **"Companisto Seed** Shareholders," "Seed Shareholders," and "Parties." In the case of the Voting Agreement and Pool Agreement, they also wish to be referred to as **"Pool Members**."

1.5. The co-investors listed in **Joint Exhibit C** wish to join the Investment Agreement and the Shareholders' Agreement as "Co-Investors," **"Seed Shareholders**," and "Parties" (together with the Companisto Platform-Placed Seed Shareholders listed in Joint Exhibit A, the **"Joining** Parties").

2. Definitions

Unless otherwise defined in this Declaration of Accession, defined terms shall have the meanings set forth in the Investment Agreement or the Shareholders' Agreement, as applicable.

3. Accession to the Investment Agreement and Shareholders' Agreement

3.1. The Acceding Parties hereby declare, each on their own behalf, with respect to the shares they currently hold and will hold in the Company, their accession to the Investment Agreement and the Shareholders' Agreement.

3.2. Each Companisto Platform-Placed Seed Shareholder hereby assumes all rights and obligations of a **"Companisto Platform-Placed Seed** Shareholder," a **"Companisto Seed** Shareholder," a **"Seed Shareholder**," and a "Party" as defined in the Investment Agreement and the Shareholders' Agreement.

3.3. Each co-investor assumes, in this respect, all rights and obligations of a **"co-investor**," a "**Seed Shareholder**," and a "Party" as defined in the Investment Agreement and the Shareholders' Agreement.

3.4. The contents of the Investment Agreement and the Shareholders' Agreement are known to the Acceding Parties.

4. Accession to the Voting Agreement and Pooling Agreement

4.1. The Companisto Platform-Placed Seed Shareholders hereby declare, each on their own behalf, with respect to the shares they currently hold and will hold in the future in the Company, their accession to the Voting Agreement and Pool Agreement. Each Companisto Platform-Placed Seed Shareholder hereby assumes all rights and obligations of a **"Companisto Platform-Placed Seed** Shareholder," a **"Companisto Seed Shareholder**," and a "Pool Member" as defined in the Voting Agreement and Pool Agreement.

4.2. The contents of the Voting Agreement and Pool Agreement are known to the signatories.

5. Miscellaneous

5.1. In accordance with Section [6.8] of the Investment Agreement and Section [23] of the Shareholders' Agreement, the parties accept this Declaration of Accession.

5.2. In accordance with Section [8] of the Voting Agreement and Pool Agreement, the Pool Leader accepts this Declaration of Accession.

5.3. This Declaration of Accession is governed in all respects by the substantive law of Switzerland and shall be interpreted in accordance therewith, to the exclusion of conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

5.4. All disputes arising out of or in connection with this Declaration of Accession, including disputes concerning its conclusion, validity, enforceability, amendment, breach, termination, or rescission, shall be subject to the exclusive jurisdiction of the ordinary courts at the Company's registered office.

Signature page follows.

Signature page

Signature: _____

Name: Tamo Zwinge

acting as legal representative on behalf of the Companisto Individual Seed Shareholders and acting on behalf of the Joining Parties named in Joint Annex A

Date: _____

Signature: _____

Name: Tamo Zwinge

acting as the sole managing director of Companisto Management GmbH, which in turn acts as the general partner of the pool manager, which in turn acts both in its own name and, pursuant to Section 5.3(c) of the Pool Agreement, on behalf of the Companisto Individual-Placed Seed Shareholders

Date: _____

Signature: _____

Name: [Co-Investor x]

Date: _____

Joint Investment A: Companisto Individually Placed Seed Shareholders

Joint Investment B: Companisto Platform-Placed Seed Shareholders

{attached}

Joint Investment C: Co-Investors

{attached}

Seed Investment Agreement

between

1. **Michael Egli**, Talacherweg 8, 8103 Unterengstringen, Switzerland

hereinafter **"Founder** 1"

2. **Pascal Barmet**, Lärchenweg 15, 8917 Oberlunkhofen, Switzerland

hereinafter **"Founder** 2"

3. **Thomas Degelo**, Gäudernstrasse 5, 8908 Hedingen, Switzerland

hereinafter **"Founder** 3"

4. **Jan Dal Bosco**, Dorfstrasse 1, 8103 Unterengstringen, Switzerland

hereinafter **"Existing**

Shareholder 4" Founders 1 through 3 hereinafter collectively

referred to as the "Founders"
the Founders and Existing Shareholder 4 collectively, the **"Existing Shareholders**," and individually, each a **"Existing** Shareholder**"**

5. **RoWei Holding GmbH**, Rainstrasse 5, 8104 Weiningen, Switzerland

hereinafter "Convertible Loan **Lender** 1"

6. **Michael Felt**, Eschenbachstrasse 4a, 8955 Oetwil an der Limmat, Switzerland

hereinafter "Convertible Loan **Lender** 2"

7. **EBP Schweiz AG**, Mühlebachstrasse 11, 8008 Zurich, Switzerland

hereinafter "Convertible Loan **Lender** 3"

8. **Philippe Leuzinger**, Ankenhofstrasse 29, 8102 Oberengstringen, Switzerland

hereinafter "Convert**ible Loan Lender** 4"

9. **Sven Urech**, Dorfstrasse 9c, 8103 Unterengstringen, Switzerland

hereinafter "Convertible Loan **Lender** 5"

10. **Patrick Burckhalter**, Bäretswilerstrasse 20, 8340 Hinwil, Switzerland

hereinafter "**Convertible Loan Lender** 6"

11. **Christoph Müller**, Höhenstrasse 23, 8954 Geroldswil, Switzerland

hereinafter "Convertible Loan **Lender** 7"

Convertible Loan Lenders 1 through 11 collectively
the "Convertible Loan Lenders"
and, individually, a "Convertible Loan Lender"
–

12. **trinovent GmbH**, Kirchweg 129, 8102 Oberengstringen (CHE-218.243.000)

hereinafter **"Co-Investor** 1"

13. […]

hereinafter **"Co-Investor** 2"
Co-Investor 1 and Co-Investor 2 collectively the "Co-Investors"
and, individually, a "Co-Investor"

14. until [X]. Companisto individually placed Seed shareholders as set forth in **Exhibit A**

Companisto Individual Seed Shareholder 1 through
Companisto Individual Seed Shareholder _____
hereinafter collectively referred to as the **"Companisto Individual Seed** Shareholders" and individually as a **"Companisto Individual Seed** Shareholder"

Convertible note lenders, co-investors, and Companisto Individual Seed Shareholders
hereinafter collectively referred to as the **"Seed** Shareholders" and individually as a **"Seed** Shareholder"

[X+1] **Companisto Beteiligungs GmbH & Co. KG**, Köpenicker Str. 154, 10997 Berlin, registered in the Commercial Register of the Charlottenburg Local Court under HRA 47288 B

hereinafter the "Pool Manager"

and

[X+2] **Nullpunkt AG**, registered with the Commercial Registry Office of the Canton of Zurich under company number CHE-389.359.711,

hereinafter referred to as **the** “Company”

Existing Shareholders and Seed Shareholders, hereinafter collectively referred to as the **"Shareholders**," and each individually a "Shareholder"

Shareholders, the Pool Leader, and the Company hereinafter collectively referred to as **the** "Parties" and, individually a "Party"—

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1. Preamble

1.1 The Company is a stock corporation validly established and existing under Swiss law, registered under number CHE-389.359.711. The purpose of the Company is the development, manufacture, and distribution of a heat pump system to firms and companies domiciled in Switzerland and abroad.

1.2 The existing shareholders hold interests in the Company's share capital of CHF 100,000.00, divided into 100,000 fully paid-up registered common shares with a par value of CHF 1.00 per registered common share ("Registered Common Shares"), as shown in the shareholder register attached as **Exhibit 1.2**.

1.3 Co-Investor 1 is the owner of certain intellectual property rights pursuant to the separate contribution-in-kind agreement attached to this Investment Agreement as **Exhibit 1.3** (**"Contribution-in-Kind** Agreement") (**"Intellectual Property** Rights").

1.4 Co-Investor 1 intends to contribute the Intellectual Property Rights to the Company as part of the capital increase by way of a contribution in kind pursuant to the Contribution-in-Kind Agreement, and the Company intends to acquire the Intellectual Property Rights in exchange for the issuance of [11,957] newly issued registered common shares to Co-Investor 1.

1.5 The Company is seeking growth financing. The growth financing is to be effected through the subscription of new shares in the Company, at a post-money valuation of CHF [8,500,000.00]. In this regard, the Company plans to issue (collectively, the "Capital Increase"):

1.5.1 [11,957] registered common shares at an issue price of CHF [51.85] (rounded) per registered common share to Co-Investor 1 in consideration for the transfer of the intellectual property rights;

1.5.2 [30,748] statutory preferred registered shares with a par value of CHF 1.00 per preferred registered share and with the preferential rights provided for in the New Articles of Association and the Shareholders' Agreement (**"Seed** Share") at an issue price of CHF [22.62] (rounded) per Seed Share to certain convertible note lenders; and

1.5.3 [11,711] Seed Shares at an issue price of CHF [51.85] per Seed Share to certain convertible note lenders, [co-investors], and the Companisto privately placed Seed Shareholders.

1.6 The Company's shareholder structure following the capital increase is set forth in the Cap Table in **Exhibit 1.6**.

1.7 The convertible loan providers have granted the Company convertible loans totaling CHF [752,600.00] ("Convertible Loans"), which, including any accrued interest, will be fully converted into equity on a step-by-step basis in the course of the financing round in accordance with the provisions of this Investment Agreement, in exchange for the subscription of new shares. The amounts of the individual convertible loans,

any accrued interest, as well as the number of shares to be subscribed for by each convertible loan provider, are listed in **Exhibit 1.7** (the "Convertible Loan Claim").

1.8 The Companisto individually placed Seed shareholders are prepared to provide an amount of EUR [600,000.00] (the **"Companisto Financing** Amount"), in accordance with and subject to the provisions of this Investment Agreement (the **"Financing Phase** I").

1.9 In addition, capital is to be raised via the website www.compa-nisto.com (the "Platform"), operated by Companisto Wertpapier GmbH, Köpenicker Str. 154, 10997 Berlin (the "Platform Operator") (**"Financing Phase** II"). In this way, additional investors are to provide capital to the Company via the Platform (the investors acquired via the Platform as part of Funding Phase II are hereinafter referred to as **"Companisto Platform-Placed Seed** Shareholders").

1.10 For Funding Phase II, the Platform Operator, in collaboration with renowned business angels, has developed an investment and syndication model for business angels and other professional investors.

1.11 The opportunity to invest via the platform is available for up to 8 weeks after the start of Funding Phase II, in this case until [date] (**"Funding** Period").

1.12 As part of Funding Phase II, additional co-investors—provided they have not already invested as part of the capital increase and up to a maximum amount of CHF 127,000.00—shall be granted the opportunity to subscribe for up to a maximum of [2,449] seed shares at an issue price of CHF [51.85] per seed share (together with Funding Phase II, the **"Second** Closing").

1.13 For the purpose of the Second Closing, a capital band shall be established, pursuant to which the Company may create up to [9,524] new Seed Shares by [Date] ("Capital Band").

Notwithstanding the foregoing, the parties enter into the following Seed Investment Agreement ("Investment Agreement") and agree as follows:

2. Definitions, Interpretations

2.1 The following definitions apply to this Investment Agreement and its schedules (unless expressly provided otherwise):

"Banking **Business** Day"	Any day on which banks in Zurich are open for non-automated business transactions, excluding Saturdays and Sundays in all cases.
"New Articles of Incorporation"	means the Articles of Association of the Company in the version set forth in **Annex 4.3.1** (subject to

	objections by the competent commercial registry office);
"Written Form"	means electronic writing or email, unless a more stringent form is required.

3. Subscription to the Newly Created Shares

3.1 The capital increase shall be effected through the issuance of new shares in accordance with the overview of the issuance of the newly created shares in **Appendix 3.1(i)**, which shall be subscribed for by means of a subscription form substantially in the form of **Appendix 3.1(ii)**, whereby the share capital shall be increased as follows:

3.1.1 Issuance of [11,957] registered common shares at an issue price of CHF [51.85] (rounded) per registered common share to Co-Investor 1;

3.1.2 [30,748] seed shares at an issue price of CHF [22.62] per seed share to certain convertible note lenders; and

3.1.3 [11,711] seed shares at an issue price of CHF [51.85] (rounded) per seed share to certain convertible note lenders, [co-investors], and Companisto individually placed seed shareholders.

3.2 The premium—i.e., the difference between the par value of CHF 1.00 per share and the corresponding issue price—is recorded by the Company in the capital contribution reserves.

3.3 Subscription to Registered Common Stock in Exchange for a Contribution in Kind

3.3.1 The existing shareholders acknowledge and approve the contribution-in-kind agreement in exchange for the issuance of [11,957] newly created registered common shares.

3.3.2 Subject to the provisions of this Investment Agreement, Co-Investor 1 agrees to subscribe for a total of [11,957] registered common shares at an issue price of CHF [51.85] (rounded) per registered common share.

3.3.3 In consideration for the newly issued [11,957] registered common shares, Co-Investor 1 undertakes to contribute intellectual property rights with a value of at least CHF [619,970.45] to the Company and undertakes to sign the contribution-in-kind agreement.

3.3.4 Co-Investor 1 undertakes to provide the Company and the appointed auditor in a timely manner with all information, documents, and explanations reasonably necessary to prepare the contribution-in-kind agreement and the corresponding audit confirmation, including all information necessary to assess and confirm the valuation of the intellectual property rights. The

Co-Investor 1 shall cooperate fully and in good faith in the preparation of these reports and the registration of the capital increase.

3.4 Subscription for Seed Shares in Exchange for Cash

3.4.1 Subject to the provisions of this Investment Agreement, the Seed Shareholders investing in exchange for cash agree to subscribe for a total of [10,612] Seed Shares in accordance with **Schedule 3.1** at an issue price of CHF [51.85] (rounded) per Seed Share (the issue price multiplied by the respective number of Seed Shares subscribed to per Seed Shareholder constitutes the "**Individual Investment** Amount").

3.4.2 The Individual Investment Amount is due immediately upon the effective date of this Investment Agreement and must be paid in cash no later than 5 banking days prior to the Closing Date FP I into the following capital contribution account (escrow account) of the Company ("Bank Account") by irrevocable bank transfer of immediately available funds, which shall be valued as of the respective due date and shall be free of any bank or other fees:

Bank	Raiffeisen, Raiffeisenplatz, 9001 St. Gallen
Payable to	Raiffeisen, Share Capital Payment Account Null-punkt AG
IBAN	CH48 8080 8004 0809 8644 1
IID (BC No.)	80808
SWIFT-BIC:	RAIFCH22
Purpose	Capital increase, Nullpunkt AG [Investor]

3.5 Subscription for Seed Shares by way of set-off

3.5.1 Subject to the provisions of this Shareholding Agreement, the convertible note lenders agree to subscribe for a total of [30,748] Seed Shares as set forth in **Schedule 3.1** at an issue price of CHF [22.62] (rounded) per Seed Share and [1,099] Seed Shares as set forth in **Schedule 3.1** at an issue price of CHF [51.85] (rounded) per Seed Share (the issue price multiplied by the respective number of Seed Shares subscribed to per convertible note holder is the "**Individual Conversion** Amount").

3.5.2 The Company undertakes, immediately upon the effectiveness of this Equity Agreement and no later than 5 banking business days prior to the Closing Date FP I, to pay the par value of the new Seed Shares issued by way of set-off (i.e., CHF [31,847.00]) to the bank account via irrevocable bank transfer using immediately available funds, which shall be valued as of the respective due date and

free of any bank or other fees (the respective nominal amount for each convertible loan provider being the **"Individual Nominal** Amount") ("Company Loan").

3.5.3 Each convertible loan provider irrevocably and unconditionally undertakes:

- to set off the Individual Conversion Amount, less the Individual Nominal Amount, against the convertible loan, less the Individual Nominal Amount; and
- to offset the individual nominal amount against the corporate loan upon completion of the capital increase.

3.5.4 Each convertible loan provider (i) agrees that, upon completion of the capital increase, all claims against the Company arising from the convertible loan agreement shall be settled and the convertible loan agreement shall terminate, and (ii) waives any amounts resulting from the rounding of Seed shares.

3.5.5 In the event of any conflict or inconsistency between this section and any provision of the convertible loan agreement, this section shall prevail to the extent of such conflict or inconsistency.

3.6 The parties acknowledge and agree that the Companisto Seed Shareholders have committed to investments in EUR amounts and that these amounts will be converted into CHF at a fixed exchange rate, whereby EUR 1.00 = CHF 0.9171 ("EUR Exchange Rate").

3.7 Each Seed Shareholder (and the Pool Leader on behalf of the Companisto Individually Placed Seed Shareholders) undertakes to deliver all executed and signed subscription forms, substantially in the form set forth in **Exhibit 3.1(ii),** on or before the Company's Closing Date FP I.

3.8 To the extent necessary, this agreement shall be deemed a power of attorney from each Seed Shareholder (and the Pool Manager on behalf of the Companisto Individually Placed Seed Shareholders) in favor of the Board of Directors, with full right of substitution, to sign the subscription form in his or her name, provided that the original of such subscription form is not available on the Closing Date FP I (but rather as a signed PDF, via fax, or with an electronic signature).

4. Capital Increase

4.1 Each existing shareholder and the Company hereby undertake to the Seed Shareholders to exercise their powers in general and to take all measures and execute all documents necessary to carry out the transactions provided for in this Agreement.

4.2 The closing will take place on or around [Date] before a Swiss notary selected by the Company, or on such other date or at such other location as the parties may mutually agree ("**Closing Date FP** I").

4.3 To carry out the capital increase, each existing shareholder and the Company hereby undertake to the Seed Shareholders to ensure that the Company:

4.3.1 holds an extraordinary general meeting of shareholders ("**Extraordinary** GM") on the Closing Date FP I and duly adopts the following resolutions:

- the adoption of the New Articles of Association in the version set forth in **Annex 4.3.1** (subject to any objections by the competent commercial registry office);
- the capital increase;
- the introduction of the capital band; and
- the introduction of conditional share capital in the amount of CHF [18,216.00].

4.3.2 immediately after the Extraordinary General Meeting, convene a meeting of the Board of Directors (or adopt corresponding resolutions by written ballot) with the following agenda items:

- the confirmation of the capital increase (confirmation resolution); and
- subject to the registration of the capital increase in the applicable commercial register, the approval of the registration of the seed shareholders as shareholders with voting rights for the corresponding number of shares in the company's share register.

4.4 For the purpose of execution, the respective responsible party shall ensure that (i) the following documents are duly executed and delivered, and (ii) the following measures are taken simultaneously (on a step-by-step basis):

4.4.1 each Seed Shareholder or its respective authorized representative shall deliver to the Company the duly signed subscription form, specifically in the form set forth in **Exhibit 3.1(ii)**;

4.4.2 the Company shall deliver the confirmation from the bank specified in Section 3.4.2 stating that all Individual Investment Amounts and all Individual Nominal Amounts have been paid in cash and fully credited to the bank account;

4.4.3 the Company submits the capital increase report of the Board of Directors;

4.4.4 the Board of Directors submits the duly signed application for entry in the commercial register;

4.4.5 the pool manager shall inform the Company of the full names and addresses of the beneficial owners pursuant to Art. 697j

OR for the Seed Shares subscribed to by the Companisto Individual-Placed Seed Shareholders;

4.4.6 each Seed Shareholder (with the exception of the Companisto Individual-Placed Seed Shareholders) submits to the company its reporting form containing the full names and addresses of the beneficial owners in accordance with Art. 697j OR; and

4.4.7 the Board of Directors shall prepare all other documents and take all other measures necessary to carry out the capital increase.

4.5 In the event that a Seed Shareholder fails to make the respective payments in accordance with its obligations under Sections 3 and 4 of this Shareholding Agreement, or fails to submit a document required for the completion of the capital increase, or fails to take a required measure, the Company shall have the right, but not the obligation, to demand that the capital increase be carried out nonetheless in accordance with this Shareholding Agreement, and to allocate the shares reserved for the defaulting Seed Shareholder on a pro rata basis to other Seed Shareholders or a third party, or to reduce the total number of shares to be issued accordingly.

4.6 In such a case, the defaulting Seed Shareholder shall no longer be considered a Seed Shareholder under this Shareholding Agreement, and the remaining parties undertake to take all measures necessary to complete the capital increase without the defaulting Seed Shareholder, and agree to make all necessary amendments to this Agreement, the Shareholders' Agreement, and/or other documents executed by the remaining parties.

4.7 Notwithstanding any provisions to the contrary in this Shareholding Agreement, it is acknowledged and agreed that the termination and withdrawal rights provided for herein do not affect the other rights or remedies of the other parties, including claims for breach of contract and/or damages under this Shareholding Agreement, the Shareholders' Agreement, and/or applicable law.

4.8 Waiver of Subscription Rights and Power of Attorney

4.8.1 Each Existing Shareholder (i) hereby irrevocably and unconditionally waives all of its subscription rights in connection with the capital increase and (ii) agrees that the Company shall allocate the corresponding number of shares issued as part of the capital increase to the Seed Shareholders in accordance with this Agreement and the Cap Table in **Exhibit 1.6**.

4.8.2 To the extent necessary, this agreement shall be deemed a power of attorney granted by each existing shareholder in favor of the Board of Directors and attorney Michele Vitali of LEXR Law Switzerland AG, with full authority to delegate, to approve the resolutions set forth in this Shareholding Agreement and, in general, to take all measures necessary to carry out the transactions provided for in

this Participation Agreement in accordance with its terms, whereby this power of attorney includes the right to (i) engage in self-dealing transactions, (ii) represent another party or other parties, and (iii) participate as a party in the transactions provided for in this Participation Agreement.

5. Use of Funds

5.1 The cash payments made to the Company pursuant to Section 3.4 shall be used exclusively for the implementation of the Company's purpose and for the purposes agreed upon within the framework of an approved annual budget. The cash payments made to the Company pursuant to Section 3.4 are therefore, in particular, not intended for the satisfaction of liabilities arising from loan agreements.

5.2 The Company undertakes to provide the seed shareholders, upon request, with evidence of the use of funds at any time and to submit a written statement of use of funds.

6. Second Closing

6.1 Following the completion of the capital increase pursuant to Section 4, the Second Closing shall be carried out.

6.2 All parties agree to the implementation of the Second Closing through one or more increases in share capital within the capital range by no later than [Date] and the issuance of up to [9,524] new Seed Shares.

6.3 The new Seed Shares are to be allocated to Seed Shareholders placed via the Companisto platform at an issue price of CHF 64.81 per Seed Share and/or (ii) to the Co-Investors in accordance with Preamble 1.12 at an issue price of CHF [51.85] per Seed Share ((i) and (ii) hereinafter referred to individually as a **"Second Closing** Investor" and collectively as **the "Second Closing** Investors"). In doing so, the new Seed Shares shall not be issued on terms more favorable than those applicable to the issuance of Seed Shares upon completion of the capital increase under this Participation Agreement, and in particular not at an issue price lower than CHF [51.85] (rounded) per Seed Share.

6.4 Each of the parties (i) hereby irrevocably and unconditionally waives all subscription rights to which it may be entitled in connection with one or more capital increases within the capital range, and agrees that the Company shall allocate the corresponding number of Seed Shares from such capital increases within the capital range to the Second Closing Investors.

6.5 Prior to the expiration of one (1) month following the conclusion of the funding period, but no earlier than one day after the expiration of any withdrawal periods for Seed Shareholders placed via the Companisto platform, and no later than [ ] (hereinafter the "Expiration Date"), each of the Second Closing Investors is entitled to participate in the Second Closing in accordance with the provisions of this Section 6; in the case of co-investors, this is done by signing and submitting to the Company a subscription form, specifically in the form set forth in **Exhibit 3.1(ii)**.

6.6 Upon timely exercise, the exercising Second Closing Investors shall be granted a period of at least [number] banking business days to pay the corresponding issue price per exercised Seed Share in cash, free of all costs and without deductions, by bank transfer to a new escrow account to be opened by the Company.

6.7 Upon reaching the expiration date and payment of the corresponding issue amounts for the subscribed Seed Shares, but no later than [Date], the Company's Board of Directors is obligated to immediately resolve to increase the Company's share capital from the authorized capital reserve and, subject to the registration of the capital increase in the applicable commercial register, to approve the registration of the Second Closing Investors as shareholders with voting rights for the corresponding number of shares in the Company's share register.

6.8 Each Second Closing Investor who may become a shareholder of the Company by subscribing for Seed Shares from the capital reserve must, prior to the respective subscription and as a prerequisite thereto, duly:

6.8.1 this Seed Investment Agreement;

6.8.2 the Shareholders' Agreement; and

6.8.3 in the case of Seed shareholders placed via the Companisto platform, the Voting Restriction and Pool Agreement

(substantially in accordance with the template attached as **Annex 6.8** (the **"Second Closing Declaration** of Accession")

pursuant to which the relevant person or entity agrees in all cases to be fully bound by the terms of the corresponding agreement and to be entitled thereunder. Each party makes an irrevocable offer and hereby agrees in advance that any natural or legal person who signs such a Declaration of Accession shall become a party to the corresponding agreement, and that such a Declaration of Accession need not be countersigned by the parties and therefore waives the requirement for a declaration of acceptance.

6.9 The parties agree that the costs of registering and filing each declaration of accession to the Commercial Register, as well as any subscription certificates preceding the Second Closing, shall be borne by the Company.

6.10 It is hereby clarified and confirmed by the Company's Board of Directors that the Seed Shares to be issued in connection with the exercise of the capital band will be issued on the same terms as the Seed Shares issued during Financing Phase I and will therefore carry the same preferential rights as defined in the New Articles of Association and the Shareholders' Agreement.

7. Guarantees

7.1 The existing shareholders guarantee, individually and solely with respect to the shares held by the respective existing shareholder, to

- the Seed Shareholders and

- the participating Second Closing investors, subject to a condition precedent (Art. 151 OR) upon the acquisition of shareholder status by the relevant Second Closing investor in the Company (the date of acquisition of shareholder status is hereinafter referred to as **the "Closing Date FP** II")

as joint and several guarantors by way of an independent, no-fault guarantee within the meaning of Art. 111 OR, with the warranty of title pursuant to Art. 199 OR being fully excluded and subject to the restrictions set forth in Section 7.4, that the facts listed below are true as of the date of execution of this investmentagreement and, with respect to the Second Closing Investors, also as of the Closing Date FP II, provided that it does not constitute a breach of the guarantee vis-à-vis the Second Closing Investor if the Existing Shareholder or the Company has disclosed the respective inaccuracy of the guarantee to the respective Second Closing Investor prior to the completion of the Second Closing and the Second Closing Investor nevertheless proceeds with the Second Closing (the facts listed below
"**Fundamental** Warranties"):

a) The existing shareholders hold their shares in the company in their own name and for their own account.

b) The shares held by the existing shareholders are fully paid up.

c) The shares held by the existing shareholders have not been assigned, pledged, or otherwise encumbered. To the best of our knowledge, no repayments of capital contributions, hidden contributions in kind, or hidden distributions of profits have been made.

d) With the exception of obligations arising from the Company's Articles of Association and mandatory statutory provisions, the existing shareholders have no obligations arising from or in connection with the shares of the Company they hold, and there are no agreements—including those with third parties—that entail a participation in the Company's profits, in particular silent partnerships, profit participation rights, and/or profit-sharing loans.

7.2 The existing shareholders and—to the extent permitted by law—the company guarantee to each

- of the Seed Shareholders and

- the Second Closing investors, subject to a condition precedent (Art. 151 OR) to the Closing Date of FP II

as joint and several debtors by way of an independent, no-fault guarantee within the meaning of Art. 111 of the Swiss Code of Obligations (OR), with the warranty of title pursuant to Art. 199 OR being fully waived and subject to the restrictions set forth in Section 7.4, that the facts listed below are true as of the date of execution of this investmentagreement and, with respect to the Second Closing investors, also as of the FP II closing date, provided that it does not constitute a breach of warranty vis-à-vis the Second Closing investor if the existing shareholder or the company disclosed the respective inaccuracy of the warranty to the respective Second Closing investor prior to the completion of the Second Closing and the Second Closing investor nevertheless proceeds with the Second Closing (the facts listed below are referred to as **"Business** Warranties"):

a) The Company is duly incorporated under Swiss law and is legally valid. There are no subsidiaries.

b) With the exception of the convertible loans listed in Exhibit 1.7, there are no other convertible loans. No further convertible loans will be entered into during the full implementation of Financing Phases I and II (i.e., the respective registration of the capital increase in the Commercial Register). Exhibits 1.7 are exhaustive and complete.

c) No insolvency proceedings have been initiated against the Company's assets, and neither the Company nor—to the best of the Company's knowledge—any third party has filed a petition for such proceedings; nor are there any circumstances that would require such a petition. Furthermore, the Company is not facing imminent insolvency within the meaning of Art. 725 of the Swiss Code of Obligations (OR).

d) The Company's most recent annual financial statements were prepared with the diligence of a prudent businessperson in accordance with the statutory provisions of the Swiss Code of Obligations (OR) and generally accepted accounting principles, while maintaining consistency in valuation and balance sheet presentation. In accordance with these principles, they present a true and fair view of the company's net assets, financial position, and results of operations as of the balance sheet date and for the fiscal year ending on that date. It is clarified that the business guarantee contained in this Section 7.2(d) is not to be regarded as an "objective" or "hard balance sheet guarantee."

e) Following the completion of the capital increase and the transfer of intellectual property rights to the Company in connection therewith pursuant to the contribution-in-kind agreement, the Company shall have at its disposal—either as owner or on the basis of legally binding lease, license, or other agreements—all tangible and intangible assets (including information technology, know-how, and related documentation) necessary to continue its business operations in the same manner and to the same extent as before.

f) The Company is not a party to any proceedings before state courts or arbitral tribunals, nor to any administrative proceedings, and no such proceedings have been formally threatened in writing.

g) The capital of the seed shareholders is not earmarked for the repayment of loans from existing shareholders or related parties.

h) There are no corporate agreements, i.e., contractual arrangements through which legally independent companies are grouped into a corporate group, nor are there any other measures economically equivalent to this.

i) The Company owns all fixed and current assets listed in the most recent annual financial statements, with the exception of assets sold in the ordinary course of business since the balance sheet date.

j) To the best of the company's knowledge, the company holds all public and private law permits and approvals necessary to continue its business operations in their current form.

k) The Company has filed all legally required tax returns properly and on time. All taxes, advance tax payments, social security contributions, and other public levies assessed against the Company or reported as payable in preliminary tax returns have been paid, to the extent due, by their respective due dates.

7.3 Should the foregoing Fundamental Guarantees and Business Guarantees not be true, the guarantee recipients—each acting independently—may demand that the guarantors, within a reasonable period of at least 20 banking business days following receipt of the demand by the guarantors, restore the situation that would exist if the respective guarantee were true (restitution in kind). If the condition in accordance with the contract has not been restored within the set period, or if restoring the condition in accordance with the contract is not legally, factually, or economically possible, the guarantee holders—each individually—may — claim monetary damages, provided that no compensation may be claimed for indirect damages, losses, or consequential damages, lost profits, internal administrative or fixed costs, wasted expenses, or loss of goodwill.

7.4 Claims in the event of a breach of one or more Fundamental Guarantees and/or Business Guarantees are limited in amount

- with respect to the Seed Shareholders, to the amount of the portion of the financing amount, the intellectual property rights contributed, or the convertible loans attributable to each Seed Shareholder for the newly acquired Seed Shares under this Investment Agreement, and

- with respect to the Second Closing Investor, to the amount paid by the respective Second Closing Investor for the shares of the company acquired by that investor.

If the claim is for restitution in kind, the foregoing limitation applies to the amount of the expenses necessary to restore the situation as it should be.

7.5 The parties further agree that in cases where the same set of facts falls under more than one provision entitling the Seed Shareholders to a claim or remedy under this Shareholding Agreement, only one claim or remedy may be asserted in that matter.

7.6 Furthermore, the aggregate claims of all Seed Shareholders against the Founders arising from one or more breaches of business warranties are limited to an amount equal to 1.5 times the gross annual salary. If the claim is for restitution in kind, this limitation applies to the amount of expense required to restore the situation to the state that was owed.

7.7 In the event of a breach of a warranty, all circumstances related to the damage that have a positive effect on the warranty holder must be taken into account as mitigating factors when calculating damages. These include, in particular, payments by third parties (including insurance proceeds) and all other financial benefits to be considered in accordance with the principles of benefit offsetting.

7.8 Claims arising from a breach of a warranty under Section 7 are subject to a statute of limitations of 24 months following the FP I Closing Date. The warranties provided to a Second Closing Investor are subject to a statute of limitations of 24 months following the FP II Closing Date.

7.9 A Seed Shareholder is not entitled to assert claims under the provisions of this section with respect to facts and circumstances of which the Seed Shareholder had positive knowledge as of the Closing Date FP I and which were disclosed in this Investment Agreement or its schedules. These facts and information are deemed **"Disclosed Information**." Facts and circumstances that could reasonably be inferred from the Disclosed Information—i.e., those disclosed in sufficient detail to enable the Seed Shareholders to understand the nature, scope, and legal significance of the Disclosed Information—are deemed to be known to the Seed Shareholders within the meaning of the first sentence.

7.10 All claims by Seed shareholders are governed by this Section 7. Any liability beyond that set forth herein is excluded. In particular, the founders and the Company make no further guarantees, representations, or other statements regarding the condition of the Company or its shares. Any grounds for claims and legal consequences beyond those set forth in this Section
7 are hereby excluded. This applies in particular, but not exclusively, to (i) claims under Articles 184 et seq. OR and (ii) the right to withdraw from, terminate, and/or rescind this Shareholding Agreement, in particular in the event of incomplete or incorrect warranties, material defects, defects of title, or a breach of contractual or pre-contractual obligations or duties of care. All limitations and exclusions of liability contained in this Section 7 or, where applicable, under other provisions of this Shareholding Agreement shall not apply in cases of fraud or willful misconduct and/or other criminal and/or tortious acts by the guarantors of the Fundamental Guarantees and Business Guarantees.

8. Shareholders' Agreement and Voting Covenant and Pooling Agreement

8.1 To govern the fundamentals of the legal relationships among the parties within the company, the parties shall, concurrently with this Investment Agreement, enter into the Shareholders' Agreement attached as **Annex 8.1** ("Shareholders' Agreement").

8.2 To pool the interests of the Companisto Individual-Placed Seed Shareholders and the Companisto Platform-Placed Seed Shareholders (collectively, the **"Companisto Seed** Shareholders") and to secure their influence over the Company, the Companisto Seed Shareholders shall join together as pool members and hereby enter into the Voting Coordination and Pool Agreement attached as **Exhibit 8.2** jointly with the pool leader.

9. Notices

9.1 Each party shall at all times designate an authorized representative for service of process ("Authorized Representative") to the other parties, who shall receive declarations, notices, information, and other communications on its behalf. Notices to be given by the parties in connection with this Investment Agreement must be in writing as of the date of signing, unless a written notice is required under this Investment Agreement, and must be sent by mail, courier, fax, or email to the contact information for the authorized representative for service of process listed in **Annex 9.1** ("Contact Information").

9.2 A change to the contact information is valid only if it is made in accordance with the procedure described below and in compliance with the requirements set forth in Section 9.1. The change shall be communicated to all parties via email, in which the change is expressly stated. In any case, the change shall take effect five (5) banking business days after receipt of the notice.

9.3 Notices sent in accordance with this Section 9 to a party's current address as defined in Sections 9.1 and 9.2 shall be deemed to have been received by that party (i) in the case of transmission by fax or email, on the date of transmission, (ii) in the case of transmission by mail, no later than the fifth (5th) banking business day after mailing. Notwithstanding the foregoing provisions, a notice shall also be deemed to have been received if it is deemed to have been received in accordance with general statutory provisions.

10. Confidentiality

The confidentiality provisions set forth in Section [21] of the Shareholders' Agreement shall apply accordingly.

11. Final Provisions

11.1 This Shareholding Agreement shall enter into force upon the signing and exchange of the final signatures by all parties.

11.2 Unless expressly provided otherwise in this Shareholding Agreement, the rights and obligations of the parties under this Shareholding Agreement are of a joint and several nature (and not joint and several). Each party may exercise and enforce its rights under this Shareholding Agreement individually and in accordance with this Shareholding Agreement.

11.3 The obligations of the parties under this Participation Agreement are of a contractual nature; the parties agree that they do not form a simple partnership within the meaning of Art. 530 et seq. of the Swiss Code of Obligations (OR) and that this Participation Agreement shall not be construed as such.

11.4 The parties are not authorized to assign, pledge, or otherwise encumber any claims or other rights arising from this Participation Agreement without the consent of the other parties.

11.5 Unless this Investment Agreement expressly provides otherwise, all fees, charges, audit costs, and other costs associated with this Investment Agreement and its implementation and/or the execution of the capital increase shall be borne by the Company. In all other respects, each party shall bear its own costs—in particular, the costs of its advisors.

11.6 Amendments to this Investment Agreement, including its schedules, must be in writing, unless a more stringent form is required by law. This also applies to amendments to this Section 11.6.

11.7 This Investment Agreement is governed in all respects by the substantive law of Switzerland and shall be interpreted in accordance therewith, excluding conflict-of-laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.8 All disputes arising out of or in connection with this Shareholding Agreement, including disputes concerning its conclusion, validity, enforceability, amendment, breach, termination, or rescission, shall be subject to the exclusive jurisdiction of the ordinary courts at the Company’s registered office.

11.9 Should any provision of this Shareholding Agreement be or become wholly or partially void, invalid, or unenforceable, or should any provision that is in itself necessary be omitted, the validity and enforceability of all remaining provisions of this Shareholding Agreement shall remain unaffected. In place of the void, invalid, or unenforceable provision, or to fill the gap in the provisions, the parties shall agree on a legally permissible provision that corresponds as closely as possible to what the parties intended or would have agreed upon in accordance with the spirit and purpose of this Shareholding Agreement had they recognized the invalidity or the gap in the provisions. It is the express intention of the parties that this severability clause shall not result in a mere reversal of the burden of proof.

12. List of Attachments

The following appendices form an integral part of this Participation Agreement:

- Appendix A Overview of Companisto Individually Placed Seed Shareholders
- Appendix 1.2: List of the Company's Shareholders
- Appendix 1.3 Contribution-in-Kind Agreement
- Appendix 1.6 Cap Table (After the Capital Increase)
- Appendix 1.7: Overview of the Individual Convertible Loans and the Shares to Be Assumed by Each Convertible Loan Provider
- Exhibit 3.1(i) Overview of the Issuance of Newly Created Shares
- Exhibit 3.1(ii) Subscription Forms (Templates)
- Exhibit 4.3.1 New Articles of Incorporation
- Exhibit 6.8 Declaration of Membership – Second Closing
- Appendix 8.1: Shareholders' Agreement
- Appendix 8.2: Voting Agreement and Pooling Agreement
- Exhibit 9.1 Contact Information

Signature Page

Signature: _____

Name: Michael Egli

Date: _____

Signature: _____

Name: Pascal Barmet

Date: _____

Signature: _____

Name: Thomas Degelo

Date: _____

Signature: _____

Name: Jan dal Bosco

Date: _____

Signature: _____

Name: Christian Roth on behalf of RoWei Holding GmbH

Date: _____

Signature: _____

Name: Michael Felt

Date: _____

Signature: _____

Name: Oliver Brunschwiler on behalf of EBP Switzerland AG

Date: _____

Signature: _____

Name: Philippe Leuzinger

Date: _____

Signature: _____

Name: Sven Urech

Date: _____

Signature: _____

Name: Patrick Burckhalter

Date: _____

Signature: _____

Name: Christoph Müller

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of trinovent GmbH

Date: _____

Signature: _____

Name: [Name] on behalf of [Name of Co-Investor 2]

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of the Companisto Individual Seed Shareholders

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of Companisto Beteiligungs GmbH & Co. KG

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of Nullpunkt AG

Date: _____

Appendix A: Overview of Companisto Individually Placed Seed Shareholders

{*attached*}

Appendix 1.2: List of Shareholders of the Company

Shareholder Register of Nullpunkt AG		
Shareholders	**Class of Common Stock (#)**	**Ownership (%)**
Michael Egli (Founder)	33,300	33.30%
Pascal Barmet (Founder)	33,300	33.30%
Thomas Degelo (Founder)	33.300	33.30%
Jan Dal Bosco	100	0.10%

Appendix 1.3: Contribution-in-Kind Agreement

{*attached*}

Exhibit 1.6: Cap Table (After the Capital Increase)

{*attached*}

Exhibit 1.7: Overview of the Individual Convertible Loans and the Shares to Be Assumed by Each Convertible Loan Lender

Overview of Outstanding Convertible Loans					
Convertible Loan Lender	**Loans Granted (CHF)**	**Interest**	**Interest (CHF)**	**Total converted loan amount (CHF)**	**Shares (#)**
RoWei Holding GmbH	407,000	0%	0.00	407,000.00	16,572.00
Michal Felt	60,800	0%	0.00	60,800.00	2,687.00
EBP Switzerland AG	128,000	1.5%	1,583.34	128,000.00	5,658.00
Philippe Leuzinger	25,600	0%	0.00	25,600.00	1,131.00
Sven Urech	32,000	0%	0.00	32,000.00	1,414.00
Patrick Burckhalter	48,000	0%	0.00	48,000.00	2,122.00
Christoph Müller	51,200	0%	0.00	51,200.00	2,263.00
Total	**752,600**		**89,552**	**752,600**	**31,847**

The interest payable by EBP Schweiz AG will be settled outside of the financing round

Appendix 3.1(i): Overview of the issuance of the newly created shares

Appendix 3.1(ii): Subscription forms (templates)

{*attached*}

Appendix 4.3.1: New Articles of Incorporation

{*attached*}

Appendix 6.8: Declaration of Membership—Second Closing

{*attached*}

Appendix 8.1: Shareholders' Agreement

{*attached*}

Exhibit 8.2: Voting Agreement and Pooling Agreement

{*attached*}

Appendix 9.1: Contact Information

Shareholder Agreement

between

1. **Michael Egli**, Talacherweg 8, 8103 Unterengstringen, Switzerland

hereinafter **"Founder** 1"

2. **Pascal Barmet**, Lärchenweg 15, 8917 Oberlunkhofen, Switzerland

hereinafter **"Founder** 2"

3. **Thomas Degelo**, Gäudernstrasse 5, 8908 Hedingen, Switzerland

hereinafter **"Founder** 3"

Founders 1 through 3 hereinafter collectively referred to as the

"Founders"

4. **Jan de Bosco**, Dorfstrasse 1, 8103 Unterengstringen, Switzerland

hereinafter **"Existing**

Shareholder 4" The Founders and Existing Shareholder 4 collectively the **"Existing**

Shareholders" and individually an **"Existing** Shareholder"

5. **RoWei Holding GmbH**, Rainstrasse 5, 8104 Weiningen, Switzerland

hereinafter "Convertible Loan **Lender** 1"

6. **Michael Felt**, Eschenbachstrasse 4a, 8955 Oetwil an der Limmat, Switzerland

hereinafter "Convertible Loan **Lender** 2"

7. **EBP Schweiz AG**, Mühlebachstrasse 11, 8008 Zurich, Switzerland

hereinafter "Convertible Loan **Lender** 3"

8. **Philippe Leuzinger**, Ankenhofstrasse 29, 8102 Oberengstringen, Switzerland

hereinafter "Convert**ible Loan Lender** 4"

9. **Sven Urech**, Dorfstrasse 9c, 8103 Unterengstringen, Switzerland

hereinafter "Convertible Loan **Lender** 5"

10. **Patrick Burckhalter**, Bäretswilerstrasse 20, 8340 Hinwil, Switzerland

hereinafter "Convert**ible Loan Lender** 6"

11. **Christoph Müller**, Höhenstrasse 23, 8954 Geroldswil, Switzerland

hereinafter **"Convertible Loan Lender** 7";

Convertible Loan Lenders 1 through 7 collectively the

“Convertible Loan Lenders” and, individually, a **“Convertible Loan** Lender”

12. **trinovent GmbH**, Kirchweg 129, 8102 Oberengstringen (CHE-218.243.000)

hereinafter **"Co-Investor** 1"

13. […]

hereinafter **"Co-Investor** 2"

Co-Investor 1 and Co-Investor 2 collectively the "Co-Investors" and individually a **"Co-**Investor"

14. through [X]. **Companisto Individual Seed Shareholders** as listed in **Appendix A**

Companisto Individually Placed Seed Shareholders 1 through Companisto Individually Placed Seed Shareholder [X], hereinafter collectively referred to as the "**Companisto Individually Placed** Seed Shareholders" and, individually, a **"Companisto Individually Placed Seed** Shareholder"

and

[X+1] **Companisto Beteiligungs GmbH & Co. KG**, Köpenicker Str. 154, 10997 Berlin, registered in the Commercial Register of the Charlottenburg Local Court under HRA 47288 B

hereinafter **"Companisto** Pool Manager" **[X+2]** **Nullpunkt AG**, registered with the Commercial Registry Office of the Canton of Zurich under company number CHE-389.359.711,

hereinafter referred to as **the** "Company"

Convertible loan providers, co-investors, and Companisto individually placed seed shareholders hereinafter collectively referred to as the "Seed Shareholders" and individually as a **"Seed** Shareholder"

Existing shareholders and Seed Shareholders, hereinafter collectively referred to as the "Shareholders" and individually individually a "Shareholder"

Shareholders, the Companisto Pool Manager, and the Company, hereinafter collectively referred to as the "Parties" and, individually, a "Party"

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1. Preamble

1.1 The Company is a stock corporation validly incorporated and existing under Swiss law, registered under number CHE-389.359.711. The purpose of the Company is the development, manufacture, and distribution of a heat pump system to firms and companies domiciled in Switzerland and abroad.

1.2 With this Seed Shareholders' Agreement (**"Shareholders'** Agreement"), the parties intend to govern the fundamentals of their legal relationships within the Company.

1.3 Concurrently with this Shareholders' Agreement, the parties are entering into a Shareholding Agreement (**"Shareholding** Agreement"), pursuant to which, in essence, (i) the Company's par value is increased by CHF [54,416] to CHF [154,416], subject to and in accordance with the terms and conditions of the Investment Agreement ("Capital Increase"), and (ii) the Seed Shareholders undertake to subscribe for newly issued shares.

1.4 In addition, capital is to be raised via the website www.companisto-investments.de ("Platform"), operated by Companisto Wertpapier GmbH, Köpenicker Str. 154, 10997 Berlin (**"Financing Phase** II"). In this way, additional investors are to provide capital through the Company's platform (the investors acquired via the platform as part of Financing Phase II are hereinafter referred to as **"Companisto Platform-Placed Seed** Shareholders").

1.5 As part of Financing Phase II, additional co-investors—provided they have not already invested as part of the capital increase and up to a maximum amount of CHF 127,000.00—will be given the opportunity to subscribe for up to a maximum of [2,449] Seed Shares (together with Financing Phase II, the **"Second** Closing").

1.6 Upon completion of the capital increase, the Company's share capital will be divided into:

1.6.1 [111,957] registered shares with a par value of CHFCHF 1.00 (**"Common Registered** Shares"); and

1.6.2 [42,459] statutory preferred registered shares with a par value of CHF 1.00 each (**"Seed** Shares").

1.7 The Companisto individually placed Seed shareholders shall enter into a voting agreement and pool agreement (**"Companisto Voting Agreement and** Pool Agreement") in accordance with Annex 8.1 to the Investment Agreement and shall form a joint voting rights pool. They shall vote on all shareholder resolutions in advance online through a pool vote. In accordance with the result of the pool vote, the Companisto Individual-Placed Seed Shareholders vote as a unified bloc at the General Meeting. For this purpose, they are represented at the General Meeting by the Companisto Pool Leader.

2. Term

2.1 This Shareholders' Agreement shall enter into force and become effective on the date on which the Board of Directors, by means of a declaratory resolution in the form of a public deed, determines that the capital increase has been duly carried out. It has a minimum term of 15 (fifteen) years, calculated from the date of execution of this Shareholders' Agreement between the initial parties thereto, and is subsequently extended for successive periods of 5 years, unless it is terminated by giving the Company 12 (twelve) months' written notice. Consequently, ordinary termination during the term is excluded.

2.2 The parties' right to terminate for good cause remains unaffected by this provision. Upon termination, the respective party withdraws from the Shareholders' Agreement.

2.3 If a shareholder withdraws from the Company, regardless of the legal basis, his or her rights and obligations under this Shareholders' Agreement shall terminate upon the effective date of such withdrawal as a shareholder of the Company, unless expressly provided otherwise in this Shareholders' Agreement.

2.4 In the event of a transfer, the obligations of the terminating shareholder shall not end until the legal successor of the departing shareholder has been bound by the obligations of the agreement.

2.5 The confidentiality provision contained in Section 19 shall remain in effect indefinitely, even beyond the expiration of this Shareholders' Agreement.

3. General Obligations

3.1 Each shareholder hereby undertakes to every other shareholder:

3.1.1 to exercise his or her powers and voting rights as a shareholder in general;

3.1.2 to ensure that the director(s) appointed by such shareholder exercises his or her powers and voting rights on the Board of Directors to the extent permitted by law and consistent with the fiduciary duties of the relevant director(s), in a manner consistent with the provisions of this Shareholders' Agreement;

3.1.3 to use commercially reasonable efforts to ensure that the General Meeting of Shareholders can be conducted in the form of universal meetings or written/electronic circular resolutions within the meaning of Art. 701 of the Swiss Code of Obligations; and

3.1.4 ensure that the provisions of this Shareholders' Agreement are fully applied at all times throughout the term of this Shareholders' Agreement.

4. Share Capital, Share Classes

4.1 Upon completion of the capital increase in accordance with the provisions of the Shareholding Agreement, (i) the Company's share capital is divided into two distinct classes of shares: registered common shares and seed shares, and (ii) the Company's ownership structure is set forth in the Cap Table in Exhibit [1.6] to the Shareholding Agreement.

4.2 The respective (preferential) rights attached to each of the different share classes (registered common shares and Seed shares) are governed by this Shareholders' Agreement and the Articles of Association.

4.3 The shareholders acknowledge and agree that the company will not issue physical share certificates. All shareholdings will be recorded in the company's share register.

5. Accession to the Shareholders' Agreement

5.1 The parties undertake to impose the obligations arising from this Shareholders' Agreement on their respective legal successors or transferees of their shares, as well as on any new shareholders, in such a way that these legal successors, transferees, or new shareholders are bound by the obligations under this Shareholders' Agreement or that the legal successors, acquirers or new shareholders to this Shareholders' Agreement. The provision in the first sentence also applies to the obligation assumed in this Section 4.1 to

to impose the obligations under this Shareholders' Agreement on any legal successors, transferees, or new shareholders.

5.2 Upon the death of a party, the estate in its entirety—for clarity, including the shares held by that party—shall pass by operation of law to the heirs (Art. 560(1) of the Swiss Civil Code). The parties acknowledge and agree that the status as a party to this Shareholders' Agreement is inheritable. In the event of the death of a party, the legal successor(s) of the deceased party shall take the deceased party's place as a party to this Shareholders' Agreement, and the obligations set forth in this Shareholders' Agreement shall be imposed on the legal successor(s).

5.3 The parties hereby consent to the admission of the respective legal successor of a departing shareholder or acquirer, or of a new shareholder who joins this Shareholders' Agreement.

5.4 The parties must be notified of the assumption of the contract pursuant to Section 4.1 by the respective shareholder and the legal successor or the purchaser of the departing shareholder's shares immediately upon the occurrence of the legal succession or the acquisition of the shares, at a minimum in writing. In the case of private individuals, the name, address, email address, and date of birth of the legal successor or new shareholder must be provided. In the case of companies, cooperatives, and associations, their business name or name, registered office and (business) address, the competent registry court, the registration number, and the email address, as well as the persons authorized to represent the entity (including first and last names, date of birth, place of residence, and type of authorization to represent) must be provided. The company is authorized and empowered to accept this notification and the declaration of acceptance of membership on behalf of all shareholders.

6. Intellectual Property Rights

6.1 Each founder hereby assigns to the company all rights, titles, and claims, as well as all related intellectual property rights, with respect to the business, any works, and/or results of work (including, but not limited to, software, technology, inventions, trade secrets, trademarks, trade names, company names, designs, and copyrights) created or developed by them in connection with their activities or relationship with the Company, regardless of whether this was done in fulfillment of their contractual obligations, and hereby assigns them to the Company.

6.2 All such intellectual property rights, as well as works and/or work products, are irrevocably and unconditionally transferred to the Company as of the date of this Shareholders' Agreement. The transfer of these intellectual property rights, as well as works and/or results of work, includes, among other things and in particular, the copyrights to the works created by the founders and thus all rights specified in Articles 9–11 of the Swiss Copyright Act. This transfer and assignment of intellectual property rights, as well as works and/or results of work, is worldwide, unlimited in time, and unlimited in scope, and encompasses all rights and forms of exploitation, whether currently known or arising in the future. The transfer of rights or the granting of rights of use also encompasses intellectual property rights, as well as works and/or results of work to be created in the future, and applies to future and as yet unknown rights of use. As of the date of this Shareholders' Agreement, the Company acquires, in particular, the right to modify, adapt, and translate. The founders specifically waive the exercise of their moral rights as authors, the right to be named as inventors or authors, and the right to object to a first publication, modification, adaptation, or translation.

6.3 To the extent that certain legal systems do not provide for the assignability of intellectual property rights, works, and/or results of work and related rights, the founders hereby grant the company, effective as of the date of this

Shareholders' Agreement, grant an exclusive, worldwide, transferable, perpetual, irrevocable, sublicensable, royalty-free license with no restrictions on content, in particular, without limitation, to reproduce, manufacture, and have manufactured; to sell and offer for sale; to import, export, transport, produce, store, place on the market, modify, further develop, transfer, distribute, publicly display, broadcast, retransmit, perform, and exploit.

6.4 The founders shall make all declarations and execute all documents that are necessary or appropriate, as required by the Company from time to time after the date of this Shareholders' Agreement, to give effect to the foregoing declarations and assignments set forth in this Section 6.

7. Priority of the Shareholders' Agreement

7.1 The parties undertake to adopt, implement, and maintain the Articles of Association, substantially as set forth in Annex [4.3.1] to the Shareholding Agreement, as amended from time to time, as well as all other founding and organizational documents of the Company.

7.2 The parties agree that the provisions of this Shareholders' Agreement shall take precedence over the provisions of the Company's Articles of Association. To the extent permitted by law, the Company's Articles of Association shall be amended in the event of any conflicts.

7.3 The shareholders' rights and obligations arising from their shares in the Company, as required by law, remain unaffected by this Shareholders' Agreement.

8. Board of Directors

8.1 Each founder, as long as he or she remains in an employment relationship with the Company that has not been terminated, has the right to be represented on the Board of Directors by a director appointed by that founder from time to time.

8.2 The (re-)election of directors shall take place at each annual general meeting of shareholders in accordance with this Section 8 for terms of two (2) years. Each shareholder hereby undertakes to the other shareholders to cast his or her vote at the relevant general meeting of shareholders in favor of the person(s) nominated in accordance with this Section 8.

8.3 Either party may (regardless of the reason) demand the removal of the members of the Board of Directors appointed by it.

8.4 As a general rule, the Board of Directors does not grant individual signing authority to members of the Board of Directors and/or executive officers of the Company, and all members of the Board of Directors are granted collective signing authority in pairs.

8.5 Board meetings are convened and held in accordance with the Articles of Association. Participation by telephone, videoconference, or similar means of communication is always permitted.

8.6 The Board of Directors has a quorum if at least 2 (two) members of the Board are present at a meeting (including via telephone, video conference, or similar means of communication).

8.7 Unless otherwise provided in this Shareholders' Agreement, resolutions and other actions of the Board of Directors are adopted by a simple majority of the votes of the

board members. The Chair of the Board of Directors ("Chair") has the casting vote in the event of a tie.

8.8 Notwithstanding the foregoing, no quorum is required for meetings at which the agenda consists of declaratory resolutions requiring notarization, as well as the corresponding amendments to the Articles of Association.

8.9 Each shareholder hereby undertakes to the other shareholders to ensure that the member(s) of the Board of Directors appointed by him or her refrains from participating in Board of Directors meetings and from performing legal acts if the Board of Directors has not been duly convened and constituted in accordance with this Section 8.

9. Employee Stock Participation Plan

9.1 The parties acknowledge and agree that the Board of Directors is entitled to implement an employee stock ownership plan for certain employees, members of the Board of Directors, and service providers of the Company (the "Employee **Stock Participation** Plan"), with a total volume of up to CHF [18,216], through the grant of options to acquire up to [18,216] registered common shares, which corresponds to approximately [10.00]% of the Company's issued share capital following the completion of the capital increase.

9.2 Each shareholder (i) hereby irrevocably waives, in favor of the participants in the Employee Stock Participation Plan, any statutory subscription rights or preemptive rights to which he or she might be entitled, to the extent necessary to give effect to the Employee Stock Participation Plan, (ii) undertakes to exercise his or her powers and voting rights at the respective general meeting of shareholders, and (iii) ensures that the member(s) of the Board of Directors appointed by such shareholder exercises his or her powers and voting rights on the Board of Directors in full compliance with the Employee Stock Ownership Plan.

10. Reporting

10.1 The Company undertakes to provide the following reports to the shareholders:

10.2 Shareholders shall receive, on the dates published on the platform,

- a summary of the Company's revenue, gross profit, and EBIT (including figures and a target/actual comparison relative to the current annual financial plan) for the most recently completed quarter, as well as textual explanations regarding the Company's liquidity situation (without specifying figures) and details on current successes, current challenges, extraordinary events, and next steps, as well as information on the areas of "Strategic Direction & Product," "Marketing & Sales," and "Press" (in each case without figures) and "Human Resources" (including the current number of employees)

and by January 31 of each year

- an updated annual financial plan on a quarterly basis for the current calendar year, including at least projected figures for the company's revenue, gross profit, and EBIT

as well as, by June 30 of each year, for the preceding fiscal year,

- the company's annual financial statements, consisting of the balance sheet, income statement, and notes to the financial statements, and
- a notice regarding the earnings attributable to the shareholder's shares.

10.3 The documents to be provided may be made available to the shareholder electronically on the platform or via email.

10.4 The shareholder must maintain confidentiality regarding all matters of the company marked as confidential on the platform.

11. Transfer of Shares

11.1 Transfers of shares, in accordance with and subject to Swiss law, the Articles of Incorporation, and the terms and conditions of this Shareholder Agreement, shall be effected exclusively as follows:

11.1.1 by a duly executed declaration of assignment by the transferring shareholder;

11.1.2 with the approval of the Board of Directors; and

11.1.3 by the registration of the relevant party as a shareholder in the company's share register.

11.2 Each shareholder undertakes to ensure that the members of the Board of Directors appointed by him or her exercise their powers and voting rights on the Board of Directors in such a way that any transfer of shares is carried out in accordance with this Section 11 (Transfer of Shares), 12 (Preemptive Rights), 13 (Tag-Along Rights), and 14 (Tag-Along Obligations), and that only such transfers of shares are approved by the Board of Directors and recorded in the Company's share register.

11.3 No shareholder may transfer shares other than in accordance with this Shareholders' Agreement. No shareholder may, except (i) with the prior written consent of the Board of Directors or (ii) in the event of a drag-along event, transfer his or her shares other than by way of a pure purchase pursuant to Art. 184 et seq. OR (wherein the consideration, to be determined in good faith, may consist exclusively of cash or a cash equivalent (including marketable securities)).

11.4 Unless expressly provided otherwise in this Shareholders' Agreement, the shares or subscription rights relating to shares may not be pledged, assigned as security, or otherwise used as collateral, and must be held free of any liens, encumbrances, mortgages, or other third-party rights.

11.5 The following transfers shall be deemed permissible transfers that do not trigger any restrictions, rights, or options under this Section 11 (Transfer of Shares), 12 (Right of First Refusal), 13 (Tag-Along Rights), and 14
(Co-sale Obligations) under this Section 11 (Transfer of Shares), 12 (Preemptive Rights), 13 (Tag-Along Rights), and 14

11.5.1 any transfer of all or part of the shares to an affiliated party, provided that the transferring shareholder (i) remains a party to this Shareholders' Agreement and (ii) is jointly and severally liable with its affiliated person for the performance of its obligations under this Shareholders' Agreement and ensures that the affiliated person complies with such obligations, it being agreed that if the affiliated person ceases to be an affiliated person of the transferring shareholder, such affiliated person must immediately retransfer the shares to the relevant shareholder or another affiliated person (whereby such retransfer also constitutes a permissible transfer);

"Affiliate" means (i) with respect to all shareholders except the founders: any natural or legal person who, directly or indirectly, alone or together with other persons, controls the relevant person or entity, is controlled by it, or is under common control with it, including, but not limited to, holding companies, funds, investment vehicles, or other entities incorporated or

registered in any jurisdiction and managed by one of the parties. For the purposes of this definition, control over a person means the direct or indirect power to direct the management and policies of that person, whether by contract or otherwise; in any case, control by a person exists if it holds more than 50% of the voting rights of another person; (ii) with respect to founders: any legal entity that is 100% owned by such a founder.

11.5.2 any transfer of shares between the Company and shareholders who acquired such shares under the Employee Stock Ownership Plan, including the repurchase by the Company of shares originally issued under the Employee Stock Ownership Plan; and

11.5.3 any transfer of shares through which the Company redistributes such shares repurchased pursuant to Section 11.5.2 above.

12. Preemptive Rights

12.1 If a shareholder (**"Selling** Shareholder") intends to sell or dispose of shares of the Company representing more than 5 percent of the share capital or voting rights, the Selling Shareholder is required to submit, in writing (whereby any electronic form via email or similar is sufficient; hereinafter **"in writing"**) or via an electronic procedure on the platform, to make an offer to sell ("Offer to Sell") the shares to be sold to the other shareholders (**"Eligible** Shareholders"). In the Offer to Sell, the shares to be sold, broken down by class, must be offered to the Eligible Shareholders in proportion to their respective holdings of the share capital of the relevant share class.

The Offer to Sell must correspond to the offer made to the prospective acquirer and must in any case contain the following information:

- Name / business name and address / registered office of the prospective purchaser;
- Purchase price or other consideration for the proposed sale;
- Due date of the purchase price or other consideration;
- Par value and class of the shares to be transferred;
- Warranties to be provided to the purchaser.

If the prospective purchaser intends to provide consideration in the form of non-cash assets, their fair market value shall be decisive for determining the purchase price to be specified in the offer to sell. Eligible shareholders are always entitled to pay a cash purchase price in lieu of the non-cash consideration.

12.2 The right of first refusal may be exercised by the eligible shareholders only with respect to all shares offered to them at any given time, not just for a portion of the offered shares.

12.3 Upon receipt of the sale offer, the eligible shareholders must notify the selling shareholder—and send a copy to all other shareholders—within a period of two weeks ("acceptance period"), in writing or via an electronic procedure through the platform, whether they wish to accept the sale offer ("intention to accept").

12.4 If one or more eligible shareholders do not exercise their preemptive right within the acceptance period by submitting a notice of acceptance, the remaining eligible shareholders who have submitted a notice of acceptance shall, among themselves, be entitled to a pro rata share of the shares to be sold, in proportion to their respective holdings in the share capital of the relevant class of shares of the Company (excluding the shares of shareholders who do not exercise their preemptive rights) to acquire the portion of the shares offered for sale attributable to such eligible shareholder(s) (**"Extended Preemptive** Right").

The Extended Preemptive Right may be exercised only in full and only within one week (**"Extended Acceptance** Period") after the Selling Shareholder has notified the other eligible shareholders of the existence of the Extended Preemptive Right—which the Selling Shareholder must send without delay—by submitting a further notice of acceptance in writing or via an electronic procedure through the platform to the Selling Shareholder, with a copy to all other shareholders.

12.5 Immediately upon receipt of acceptance requests within the acceptance period or the Extended Acceptance Period (in the case of an Extended Preemptive Right) with respect to the shares to be sold, the Selling Shareholder is obligated to enter into a purchase and assignment agreement with the Eligible Shareholder(s) in accordance with the terms of the sale offer regarding the shares to be sold.

12.6 If, within the acceptance period or the extended acceptance period (in the case of an extended preemptive right), no acceptance requests have been received from the eligible shareholders regarding the shares offered by the selling shareholder, the selling shareholder is entitled, within two (2) months after the expiration of the respective acceptance period, taking into account the tag-along right under Section 13, to sell the offered shares on the terms specified in the sale offer. The agreement between the purchaser and the selling shareholder regarding the offered shares must be submitted to the Company prior to the granting of approval pursuant to Section 11.1.

12.7 This Section 12 does not apply to dispositions pursuant to Sections 13 (Tag-Along Rights) and 14 (Drag-Along Obligations).

13. Tag-Along Rights

13.1 If one or more Selling Shareholders intend to sell shares in the Company that together represent more than 10 percent of the Company's share capital or voting rights, and if a corresponding offer has been made by a third party ("Purchaser") , each shareholder has the right to demand from the selling shareholders, within a period of two weeks after receipt of the offer to sell in accordance with Section 12.1, that the shares in the company held by the shareholder be sold to the purchaser on economically equivalent terms ("right of co-sale").

13.2 In the event that the Selling Shareholders intend to sell all of the shares they hold in the Company, each shareholder's right of co-sale applies to all of the shares they hold in the Company. To the extent that the Selling Shareholders intend to transfer only a portion of their interest in the Company, the right of co-sale extends only to that portion of the interest corresponding to the ratio of the portion of their interest to be transferred by the Selling Shareholders to their total interest ("Co-Sale **Interest** Ratio").

13.3 Any shareholder may exercise the right of co-sale in whole or in part. The right of co-sale must generally be exercised concurrently with respect to the class of shares being sold (common registered shares and preferred registered shares). If a shareholder holds only a certain class of shares or holds a proportionally smaller number of shares of that class, he or she may sell those shares in the same proportion as the selling shareholder sells his or her shares in total, without distinguishing between share classes.

13.4 If the purchaser is not willing to acquire all of the shares offered to him by the selling shareholders (**"Selling Shareholders'** Shares") as well as shares for which co-sale has been requested (**"Co-Selling Shareholders'** Shares"), the selling shareholders are obligated to sell the Selling Shareholder Shares and Co-Selling Shareholder Shares to the purchaser in proportion to the respective Co-Selling Shareholders' and Selling Shareholders' stakes in the Company's share capital. If the purchaser is also unwilling to

co-seller shares on a pro rata basis, the sale to the purchaser must not proceed.

13.5 Prior to any sale and within 14 days after the expiration of the relevant declaration period pursuant to Section 13.1, the Selling Shareholders are obligated to notify the Co-Sellers of the total par value of the shares that the purchaser intends to acquire in total. If the purchaser does not intend to acquire all of the shares that the co-sellers require to be sold together, the co-sellers must notify the selling shareholders within 14 days of receiving such information, stating whether they will sell their shares on a pro rata basis.

13.6 The shareholders undertake, in the event that the drag-along right is exercised, to adopt any general meeting resolutions or issue any declarations that may be necessary in this context.

14. Co-sale Obligations (Drag-Along)

14.1 In the event of a third-party tender offer to acquire more than 50 percent of all shares or voting rights in the company, shareholders who collectively hold a majority of 60 percent of all votes and, in addition, a simple majority of the votes cast by all Seed shareholders (hereinafter **"Qualified** Investor Majority") may require each shareholder to sell a proportionate share of their shares. This also applies if the consideration consists of liquid shares admitted to trading on an organized market. The co-sale must generally take place simultaneously with respect to the class of shares being sold (common registered shares and preferred registered shares). If a shareholder holds exclusively or proportionally more shares of a particular class, these shares must be sold in the same proportion as the total number of shares being sold, without distinguishing between share classes.

14.2 Holders of Seed Shares are obligated to sell and transfer their Seed Shares held in the Company under the co-sale obligation only if (i) the purchase price for the Seed Shares is at least equal to the issue price per Seed Share paid by the holder for the Seed Shares held by him or her (the "Minimum Price") and (ii) the holders of Seed Shares are not required to provide more guarantees or limitations of liability than the other shareholders, but in no event shall such guarantees extend beyond standard market title guarantees (and shall not include any operational guarantees), and (ii) the liability of the Seed Shareholders for a breach of title guarantees is limited at most to the purchase price obtained for the respective shares.

15. Purchase Option

15.1 Triggering Event and Conditions

15.1.1 The parties have an exclusive and irrevocable option ("Purchase Option") to acquire all or, at the parties' discretion, a portion of the shares held by another shareholder on a pro rata basis to their respective ownership interests (the **"Restricted** Party" and the number of shares for which the Purchase Option is exercised, the **"Relevant** Shares") upon the occurrence of the following events (each an **"Triggering** Event"):

15.1.2 at fair market value:

- if a Restricted Party is declared missing, becomes permanently incapacitated, or loses their legal capacity for more than 6 (six) months for any other reason;
- if a Restricted Party transfers shares to a

(former) spouse (or an equivalent person under applicable law) as a result of the division of marital property—unless the Restricted Party can prove that ownership of the shares is not affected by such division of marital property;

- if a Restricted Party becomes insolvent, files for bankruptcy, or applies to a court, tribunal, or other authority for creditor protection, or applies for the appointment of an administrator, receiver, liquidator, trustee, or similar person for the Restricted Party or for all or a substantial portion of its assets, or if such a person is otherwise appointed;
- in the event of a change of control of a Restricted Party (or an Affiliated Person, provided that the shares have been transferred to an Affiliated Person pursuant to this Shareholders' Agreement), provided that (a) the Restricted Party is a professional investor or (b) the change of control is attributable to one of the events set forth in indents 1–3 above;

  "Change of Control" means (a) with respect to the Company (i) any transfer of shares in one or more related transactions that results in the acquirer (including a shareholder) holding, directly or indirectly, more than 50% of the voting rights or share capital of the Company, or (ii) the direct or indirect sale or other transfer, in one or more related transactions, of all or substantially all of the Company's assets and/or the granting by the Company of an exclusive license with respect to all or substantially all of the Company's intellectual property rights, in each case only if to a person or entity that is not a group company; and (b) with respect to a shareholder, any change in control of such shareholder, in one or more related transactions (including a sale, merger, transfer of assets, or any other form of disposition or restructuring involving such shareholder), that results in another person who did not previously control that shareholder acquiring, directly or indirectly, more than 50% of that shareholder's voting rights or equity, or otherwise controlling that shareholder.

  Or

- if a Restricted Party terminates this Shareholders' Agreement pursuant to Section 2.1;

15.1.3 at the lower of fair market value and par value:

- in the event of a change of control of a Restricted Party (or an Affiliated Person, provided that the shares have been transferred to an Affiliated Person pursuant to this Shareholders' Agreement), provided that Section 15.1.2, indent 4 does not apply;
- if a Restricted Party commits a serious criminal offense (misdemeanor or felony) to the detriment of a Party, the Company, or any of its subsidiaries;
- if the Restricted Party materially breaches this Agreement, unless the breach and its effects are fully remedied within 30 (thirty) business days of written notice of the breach and its effects; a material breach includes, in particular, (a) any delay in the payment of subscribed

shares or contributions to reserves or loans to be granted to the Company pursuant to a written agreement, (b) any transfer, pledge, or other encumbrance of shares in violation of this Shareholders' Agreement, (c) any breach of the non-competition or non-solicitation provisions under this Shareholders' Agreement; and (d) the termination of this Shareholders' Agreement in violation of its terms.

15.2 The Restricted Party, its successors, assignees, the bankruptcy judge, or any other person acting on behalf of the Restricted Party or its estate (collectively, for the purposes of this section, the "Restricted Party") must promptly notify the parties of the occurrence of a Triggering Event.

15.3 Any party wishing to exercise its purchase option must notify the Company within 20 (twenty) business days of the earlier of the following dates: (i) receipt of notice of a Triggering Event, or (ii) the date on which the Triggering Event becomes known to the respective party, specifying the number of Relevant Shares for which the purchase option is to be exercised ("Purchase Option Exercise Notice"). The Company shall notify the Restricted Party thereof. For clarity, the Call Option Exercise Notice shall not be deemed an exercise of the call option.

15.4 The transfer of the Relevant Shares must be completed within 45 (forty-five) business days of the Company's receipt of the Call Option Exercise Notice or within 20 (twenty) business days of the determination of the fair market value in accordance with Section 15.7 (Determination of Fair Market Value), whichever occurs later.

15.5 If multiple parties properly exercise their purchase options, the Relevant Shares shall be allocated as follows:

15.5.1 with first priority to the Company (to the extent permitted by law) or a third party designated by the Company; and

15.5.2 second priority to all other exercising parties on a pro rata basis according to their respective equity interests or in any other manner they agree upon in writing among themselves.

15.6 Sections 12 (Preemptive Rights), 13 (Tag-Along Rights), and 14 (Drag-Along Obligations) shall not apply if a purchase option is exercised.

15.7 Determination of Fair Market Value

15.7.1 If the Restricted Party and the parties that have exercised their respective purchase options cannot agree on the fair market value within 10 (ten) business days after the expiration of the respective exercise period, they undertake to ensure that the fair market value is determined, at the request of any of the affected parties, by a person appointed by mutual agreement of the affected parties as an expert or, if the affected parties cannot agree on such an expert within 10 (ten) additional business days, by a reputable Swiss auditing firm appointed by the President of the Zurich Chamber of Commerce (the "Expert"). The Expert shall determine the fair market value for companies at the same or a similar stage of development based on a valuation using methods customary at that time and in that sector. In doing so, the Expert shall act as an expert witness pursuant to Art. 189 of the Swiss Civil Procedure Code (ZPO) and not as an arbitrator.

15.7.2 The parties concerned undertake to ensure that the company grants the expert access to all information relevant to the determination of the fair market value.

15.7.3 The fair market value determined by the expert is final and binding on the parties concerned, unless the matter is referred back to the expert for the correction of calculation errors or other obvious errors.

15.7.4 The parties involved shall bear the fees, costs, and expenses associated with the expert in proportion to the respective deviation of the fair market value determined by the expert from the fair market value asserted by the respective party prior to the expert's appointment. If requested by the expert, the parties involved shall make advance payments in equal shares.

16. Founder Lock-Up and Affiliated Companies

16.1 Subject to Section 16.2, the founders are prohibited from selling or otherwise disposing of the shares they hold prior to the expiration of the second anniversary following the signing of this Shareholders' Agreement (**"Lock-Up** Period") without the prior written consent of the Qualified Investor Majority. This also applies to shares acquired by a founder during the lock-up period, regardless of the legal basis and regardless of whether the shares are held in the founder's own name and for his or her own account or held in trust. The aforementioned restriction on sale and disposal does not apply to transfers of shares in the event of a co-sale obligation pursuant to Section 14 of the founders.

16.2 Sales of shares by the founders after the lock-up period has expired must be conducted in accordance with Sections 11 (Transfer of Shares), 12 (Right of First Refusal), and 13 (Tag-Along Rights).

17. Exit and (Simple Creditable) Liquidation Preference

17.1 The following sections 17.1.1 through 17.1.4 are defined, individually or collectively, as an **"exit** transaction":

17.1.1 Transfer of more than 50% of the shares (including exchanges and acquisitions, as well as contributions and mergers or corresponding conversion measures), as well as any transaction with an economically comparable effect;

17.1.2 Transfer of more than 50% of the company's assets (company assets valued at market prices, including intangible assets and hidden reserves, a so-called "asset deal");

17.1.3 Liquidation or de facto liquidation of the company; and/or

17.1.4 A public offering to acquire or subscribe for newly issued shares and/or shares held by shareholders in connection with the company's listing on a public stock exchange (such as the NASDAQ Stock Market, the New York Stock Exchange, the Frankfurt Stock Exchange, or the London Stock Exchange) ("IPO").

It is hereby clarified that a capital increase does not constitute an exit transaction unless the shareholders transfer at least 50% of their shares prior to such a capital increase or in the event of a corporate restructuring.

17.2 If and to the extent that an exit transaction occurs, the parties hereby agree to allocate the purchase price, any other consideration, or the liquidation proceeds ("Proceeds from Sale")—after deducting any incidental costs associated with the sale, such as fees for advisors, M&A consultants, investment banks, or similar parties—among the selling shareholders as follows:

17.2.1 First, each holder of Seed Shares (only with respect to the corresponding number of Seed Shares) is entitled to an amount equal to the product of the number of Seed Shares held at the time of the respective distribution and their respective issue price, less the amount of distributions already received (**"Level 1 Proceeds from Sale** Priority").

17.2.2 If the proceeds from the sale are insufficient to fully satisfy the Level 1 Priority on Proceeds from Sale, the liquidation proceeds shall be distributed among the holders of Seed Shares pro rata to their respective claims. If this priority level includes shares with different issue prices, these issue prices must be taken into account when calculating the pro rata claims.

17.2.3 Subject to the full payment of the Level 1 Sale Proceeds Preference, the remaining liquidation proceeds shall be distributed among the holders of registered common shares in proportion to their respective equity interests in the company.

17.3 The parties acknowledge and agree that, for the purposes of calculating the sale proceeds preference, the Seed Shares shall be deemed to have been converted into registered common shares immediately prior to the relevant exit transaction (without any action being required on the part of the holders of such Seed Shares), provided that the amount a holder of Seed Shares would have received upon conversion of his or her Seed Shares into common registered shares is greater than his or her Level 1 Sale Proceeds Preference.

17.4 To the extent that not all shares held by a selling shareholder are sold, the allocation of the proceeds from the sale agreed upon pursuant to this Section 17 shall—where applicable—be reduced pro rata by the unsold portion of the shares held by the respective shareholder. For clarity: This also applies to the Level 1 Proceeds of Sale Preference.

17.5 To the extent that the consideration consists of listed shares, the average market price during the 30 trading days up to the effective date of the exchange, contribution, merger, or comparable disposal transactions shall be decisive for the distribution of proceeds in accordance with Sections 17.1 through 17.4. For this purpose, the effective date is the date from which the shares received as consideration may be disposed of, without taking into account any lock-up agreements.

17.6 In all other cases where the value of the shares received is relevant, this value shall be determined by the Company's auditor in accordance with the principles set forth above for the purposes of the distribution of proceeds, and such determination shall be binding on shareholders entitled to Level 1 priority in the distribution of proceeds from a sale.

17.7 To the extent that the consideration for a disposition is not in cash, the Level 1 Proceeds Preference shall be paid primarily from the cash portion (if any) of the proceeds from the disposition, and thereafter (with respect to the unfulfilled Level 1 priority on proceeds from the sale) through a pro rata transfer of the assets comprising the proceeds from the sale.

17.8 The parties are obligated to cooperate to ensure that the foregoing distribution of proceeds is secured, to the extent possible, through appropriate agreements with the purchaser of the sold shares or with other contractual partners.

18. Anti-Dilution Protection (Narrow-Based Weighted-Average Anti-Dilution Provision)

18.1 If one or more additional share capital increases of the Company (**"Further Financing** Round") occur within 24 months of the registration of the capital increase in the Commercial Register, each of the Seed Shareholders shall be protected against excessive "dilution" with respect to their Seed Shares in accordance with the provisions of this Section 18. This protection applies if, in any of the Subsequent Financing Rounds, the issue price for new shares is lower than the issue price paid by the relevant Seed Shareholder for their Seed Shares (**"Down** Round"). For clarity: If, following the registration of the capital increase in the commercial register, multiple Further Financing Rounds are resolved, the dilution protection provided for in this Section 18 applies to the Seed Shareholders with respect to their Seed Shares in connection with each subsequent Down Round.

18.2 In the event of a down round, the seed shareholder is granted the option, as part of a further capital increase (**"Compensatory Share** Issuance"), to acquire as many additional Seed Shares at par value as are necessary to place the Seed Shareholder in the same position as if he had acquired his Seed Shares at a valuation corresponding to the weighted average of the valuation of the Down Round and the valuation of this Seed financing round (**"Follow-on Financing** Round").

The number $n_{komp.}$ of new shares to be issued to each protected shareholder at par value is calculated as follows (see Section 24 regarding the rounding of fractional shares):

$$n_{komp.} = \frac{(p_1 - \bar{x}) * n_{GG,1}}{\bar{x} - 1}$$

where

$$\bar{x} = \frac{IB_1 + IB_{DR}}{n_1 + n_{DR}}$$

Where:

$n_{GG,1}$	number of the protected shares acquired in the seed financing round protected Shareholder in
p_1	Consideration for the purchase of shares in the initial financing round
$\bar{x}$	Difference between the valuation of the down round and the valuation of the seed funding round (calculated according to the formula above)
IB_1	Total investment amount for the follow-on funding round.
IB_{DR}	Total investment amount in the down round.
n_1	Total number of shares acquired in the follow-on financing round.
n_{DR}	Total number of shares acquired in the down round.

The total investment amount is calculated in each case as the product of the price per share *p* (consideration for the share purchase) and the number *n* of all shares issued in each case.

Shares subscribed for under the employee stock plan are not included in the above calculation.

18.3 Sections 18.1 and 18.2 do not apply if

a) a capital increase is carried out using the company's own funds;

b) a capital increase is carried out exclusively for the issuance of new shares as part of an employee stock ownership plan; or

c) the capital increase is carried out exclusively in connection with an initial public offering of the company.

18.4 The company and the shareholders shall ensure that the compensatory share issuance is resolved upon and executed simultaneously with the down round. There is no obligation on the part of the seed shareholders to subscribe for seed shares.

18.5 If a compensatory share issuance does not take place, those shareholders responsible for the failure of the compensatory share issuance shall ensure that the required Seed Shares—from the holdings of these shareholders or third parties—are transferred to the Seed Shareholders in order to provide the dilution protection in accordance with these provisions.

19. Investor Put Option

19.1 The founders hereby irrevocably offer to each Seed Shareholder (each an "Option Holder") individually to purchase all shares in the Company held by the respective Option Holder in exchange for total consideration of CHF 1.00.

19.2 Each Option Holder may exercise the put option at any time during the term of this Shareholders' Agreement by providing the Company with written notice, which the Company shall in turn communicate to the Founders. The parties shall ensure that the sale of the shares is completed within 10 (ten) calendar days of receipt of the Option Holder's written notice.

19.3 Any representations and warranties, indemnities, or other obligations of an option holder in connection with a sale of shares pursuant to this Section 19 are limited to representations and warranties regarding the title to, ownership of, and ability to transfer the shares free of liens, encumbrances, or conflicting claims.

19.4 The transfer of shares pursuant to this Section 19 is not subject to any other provisions of this Shareholders' Agreement regarding the transfer of shares; in particular, Sections 12 (Pre-emption Rights), 13 (Tag-Along Rights), and 14 (Drag-Along Obligations) do not apply.

20. Accelerated Exit Process

20.1 Upon the request of a 75 percent majority of the votes cast by all voting shareholders, including the Qualified Investor Majority, but no earlier than the expiration of the 7th anniversary following the execution of this Shareholders' Agreement, the Company, in consultation with the Board of Directors, shall engage external corporate finance/M&A advisors, selected with the consent of the Qualified Investor Majority ("Exit Advisors"), to review and, if appropriate, prepare an exit transaction. The Company and the

Board of Directors each undertake individually to cooperate with the Exit Advisors, to support them, and to provide all information and documents requested by them (in particular for the purpose of conducting due diligence). The same applies to individual prospective buyers selected by the Qualified Investor Majority, even if no Exit Advisors are engaged. The costs of engaging the exit advisors shall be borne by the Company, to the extent permitted (particularly for tax purposes).

20.2 In the event of a planned IPO, a majority of 75 percent of the votes cast by all shareholders, including the Qualified Investor Majority, is entitled to propose the underwriting syndicate for the IPO, provided that the interests of the company are given priority. The shareholders decide on the acceptance of the proposal by resolution passed with a majority of 75 percent of the votes cast by all voting shareholders, including the qualified investor majority. After the company has engaged the underwriting syndicate, the shareholders are obligated to make all declarations and take all measures necessary and appropriate for a stock exchange listing. In addition, the shareholders are obligated to consent to the listing of the shares and to comply with certain selling restrictions imposed by the stock exchange or the underwriting syndicate. Accordingly, the founders, in particular, are obligated to provide guarantees regarding the company, as are typically required by an underwriting bank.

21. Confidentiality

21.1 The parties shall treat the content of this Shareholders' Agreement, as well as the content of all related contractual negotiations and all documents and information made available to them in any manner (including in electronic form or orally) in connection therewith (**"Confidential** Information"), as strictly confidential and shall not disclose such **information** to any third party without prior written consent.

21.2 Confidential Information does not include information that, at the time of disclosure, is demonstrably

a) already generally known to the public or published, or

b) forms part of general professional knowledge or the state of the art.

21.3 Confidential Information shall no longer include any information that, after the time of disclosure, is demonstrably made publicly known through no fault of either party.

21.4 The parties shall protect the Confidential Information from unauthorized access by third parties with the care customary in the industry.

21.5 The parties are entitled to disclose confidential information to members of their executive management and supervisory bodies, as well as to consultants and employees subject to confidentiality obligations ("Authorized Representatives"), to the extent that such persons reasonably require the confidential information. The Pool Manager is also entitled to disclose confidential information to Affiliated Persons. Each party warrants that all of its Authorized Representatives will comply with the provisions contained in this Agreement.

21.6 The foregoing provisions shall not apply to the extent that the parties or their agents are required to disclose information pursuant to mandatory law or an enforceable decision by a court or governmental authority. In such a case, the respective party shall immediately notify the other parties and, in consultation with them, take all necessary and legally permissible measures to prevent disclosure or to ensure that the information is treated as confidentially as possible.

21.7 The parties shall comply with statutory and contractual data protection provisions when processing confidential information.

22. Non-Competition and Non-Solicitation Clauses

22.1 For the entire term of this Shareholders' Agreement and for a period of one year following its termination, the founders are subject to a non-competition and non-solicitation clause in the markets relating to the development, manufacture, and distribution of a heat pump system to firms and companies domiciled in Switzerland and abroad ("Competition Territory"). During this period, the founders undertake not to act, either directly or indirectly, in the Competition Area without the prior written consent of the Board of Directors:

22.1.1 to act as an advisor, partner, consultant, member of the Board of Directors, employee, or in a similar capacity, or to hold a legal or economic interest in, or otherwise invest in, a company that competes with the business;

22.1.2 to use knowledge acquired as a shareholder of the company for any activity that competes with the company's business;

22.1.3 to offer employment, either directly or indirectly, in their own name or on behalf of another person, firm, or company, to a person employed by the company, or to act as an intermediary on their behalf, or to induce or persuade an employee of the company to terminate his or her employment relationship with the company or one of its subsidiaries; or

22.1.4 to induce, support, or persuade a person, firm, or company that was or is a customer of the company, or that habitually conducts or has conducted business with the company, to cease using the services of the company or any of its subsidiaries or to discontinue doing business with it in the manner previously customary.

22.2 Excluded from the restrictions set forth above are holdings in publicly traded corporations up to 5.0% of the share capital.

22.3 Each founder is obligated, for the duration of their appointment to the Board of Directors or for the duration of an employment or service contract with the Company, to make available to the Company the labor necessary for the Company's operational and strategic management.

23. Joining as Part of the Second Closing

23.1 As part of the Second Closing, the following parties shall join:

23.1.1 the Companisto platform-placed Seed Shareholders to this Agreement, the Investment Agreement, and the Companisto Voting Agreement and Pool Agreement; and

23.1.2 any other co-investors in accordance with Preamble 1.5 of this Agreement and the Investment Agreement

by means of a separate declaration attached to the Shareholding Agreement.

23.2 The remaining parties hereby consent to the accession.

23.3 The Pool Manager is authorized to accept the declarations of accession from the Companisto Platform-Placed Seed Shareholders. The Pool Manager must accept the declaration of accession once the respective new Companisto Platform-Placed Seed Shareholder has effectively and irrevocably become a shareholder of the Company.

24. Fractions; Commercial Rounding

If calculations made in the course of applying this Shareholders' Agreement or in the application of statutory subscription rights result in fractional shares of the Company, such fractions shall be rounded up to whole shares in accordance with commercial practice.

25. Resolutions Outside of General Meetings

If, pursuant to this Agreement, shareholder resolutions are to be adopted outside of General Meetings, the statutory provisions and those set forth in the Articles of Association applicable to the Company's General Meeting shall apply mutatis mutandis to the convening, holding, and adoption of resolutions at such meetings, unless otherwise determined with the consent of all shareholders. Unless this Agreement expressly refers to a resolution of the General Meeting, the shareholders, in their capacity as parties to this Agreement, shall adopt resolutions outside of General Meetings.

26. Violation of the Provisions of This Shareholders' Agreement

26.1 Any shareholder who materially breaches a provision of this Shareholders' Agreement (it being agreed that any breach of Section 3 (General Obligations), 8 (Board of Directors), 17 (Exit and (easily offset) Liquidation Preference), 21 (Confidentiality), and 22 (Non-Competition, Non-Solicitation) shall be deemed a material breach for the purposes of this Section 26) shall pay the Company a contractual penalty in the amount of CHF [10,000.00] for each violation or breach ("**Contractual Penalty** Amount"). With respect to a remediable breach or violation, the penalty amount shall only become due if the breach or violation is not remedied by the breaching shareholder within 20 (twenty) business days of notification of the breach or violation.

26.2 Notwithstanding payment of the contractual penalty, (i) the defaulting partner shall be fully liable to the partnership for all losses and damages incurred by the partnership in excess of the contractual penalty, and (ii) the defaulting shareholder remains bound by the terms of the breached provision, and any non-defaulting shareholder may continue to seek specific performance and/or other injunctive relief that may be granted by a competent court and/or arbitral tribunal.

27. Termination of Existing Shareholder Agreements

27.1 As a precautionary measure, the parties hereby rescind any shareholder agreements entered into between them prior to the execution of this Shareholders' Agreement with respect to shares in the Company. This applies to all shareholder agreements and other agreements between the shareholders that were entered into between any or all of the parties.

28. Insolvency and Liquidation Protection

28.1 If insolvency proceedings are commenced against the Company's assets or if the commencement of such proceedings is denied due to lack of assets, or if the Company is liquidated, the Founders undertake to the Seed Shareholders that, within two years, they will only participate, directly or indirectly, in a successor company of the Company and/or act on its behalf and/or prepare for, support, and/or implement the formation of such a successor company prior to the commencement of proceedings or prior to liquidation, and/or otherwise participate in such preparation

or implementation in any other way, if and to the extent that the investors are granted the opportunity to acquire an interest in this successor company on a pro rata basis in accordance with the previous ownership structure and under identical terms and conditions (as the founders in question).

28.2 A “successor company” means any commercial company or business, regardless of its legal form, that operates or intends to operate in the company’s previous field of business using the know-how developed within the company and/or its material and/or intangible assets, including all or individual key employees.

29. Further Financing Rounds

29.1 In the event that a majority of at least 95% of the votes cast by all shareholders approves the implementation of a respective follow-on financing round, all shareholders are obligated to participate in it. This means that, in the case of each subsequent financing round, shareholders—unless they themselves participate on the terms of that follow-on financing round— are obligated, waiving their subscription rights and for the purpose of carrying out this financing round, to adopt a corresponding resolution regarding a capital increase and amendment to the Articles of Association, as well as to enter into a corresponding investment and shareholder agreement or to amend an existing investment and shareholder agreement accordingly.

29.2 This obligation under Section 29.2 is subject to the condition that:

29.2.1 a shareholder is not deprived of rights in violation of the principle of equal treatment, in particular in comparison to shareholders with the same preferential rights,

29.2.2 no further additional contribution or payment obligations are imposed on him without his consent,

29.2.3 no special rights granted exclusively to him are revoked without his consent, and

29.2.4 the shareholder has been granted the right to participate pro rata in accordance with his or her ownership interest under the terms of this follow-on financing round.

30. Final Provisions

30.1 The parties are not entitled to assign, pledge, or otherwise encumber any claims or other rights arising from this Shareholders’ Agreement without the consent of the other parties.

30.2 Unless this Shareholders’ Agreement expressly provides otherwise, all notary fees (if any) associated with this Shareholders’ Agreement and its implementation and/or the execution of the capital increase shall be borne by the Company. In all other respects, each party shall bear its own costs.

30.3 Amendments to this Shareholders’ Agreement, including its annexes, must be made in writing, unless a more stringent form is required by law. This also applies to any amendment to this Section 30.3.

30.4 This Shareholders’ Agreement is governed in all respects by the substantive law of Switzerland and shall be interpreted in accordance therewith, to the exclusion of conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

30.5 All disputes arising out of or in connection with this Shareholders' Agreement, including disputes concerning its formation, validity, enforceability, amendment, breach, termination, or rescission, shall be subject to the exclusive jurisdiction of the ordinary courts at the Company's registered office.

30.6 Should any provision of this Shareholders' Agreement be or become wholly or partially void, invalid, or unenforceable, or should a provision that is otherwise necessary be omitted, the validity and enforceability of all remaining provisions of this Shareholders' Agreement shall remain unaffected. In place of the void, invalid, or unenforceable provision, or to fill the gap in the provisions, the parties shall agree on a legally permissible provision that corresponds as closely as possible to what the parties intended or would have agreed upon in accordance with the spirit and purpose of this Shareholders' Agreement had they recognized the invalidity or the gap in the provisions. It is the express intention of the parties that this severability clause shall not result in a mere reversal of the burden of proof.

31. Exhibits

31.1 The following appendices form an integral part of this Shareholders' Agreement:

- Appendix A: List of Companisto Individually Placed Seed Shareholders

[Signature page follows. The rest of this page is blank.]

Signature page

Signature: _____

Name: Michael Egli

Date: _____

Signature: _____

Name: Pascal Barmet

Date: _____

Signature: _____

Name: Thomas Degelo

Date: _____

Signature: _____

Name: Jan dal Bosco

Date: _____

Signature: _____

Name: Christian Roth on behalf of RoWei Holding GmbH

Date: _____

Signature: _____

Name: Michael Felt

Date: _____

Signature: _____

Name: Oliver Brunschwiler on behalf of EBP Switzerland AG

Date: _____

Signature: _____

Name: Date: Philippe Leuzinger

_____

Signature: _____

Name: Sven Urech

Date: _____

Signature: _____

Name: Patrick Burckhalter

Date: _____

Signature: _____

Name: Christoph Müller

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of trinovent GmbH

Date: _____

Signature: _____

Name: [Name] on behalf of [Name of Co-Investor 2]

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of the Companisto individually placed Seed shareholders

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of Companisto Beteiligungs GmbH & Co. KG

Date: _____

Signature: _____

Name: [Name] and [Name] on behalf of Nullpunkt AG

Date: _____

Appendix A: List of Companisto Individual Seed Shareholders

{*attached*}

Articles of Incorporation

of

Nullpunkt AG

(Nullpunkt SA) (Nullpunkt Ltd),

with its registered office in

Oberengstringen, ZH

Article 1 – Name and Registered Office

A stock corporation is established for an indefinite term under the name **Nullpunkt AG** (Nullpunkt SA) (Nullpunkt Ltd), with its registered office in Oberengstringen, Canton of Zurich, in accordance with Articles 620 et seq. of the Swiss Code of Obligations (OR).

Article 2 – Purpose

The Company's purpose is the development, manufacture, and distribution of a heat pump system to firms and companies domiciled in Switzerland and abroad. The Company may establish branches and subsidiaries in Switzerland and abroad, acquire interests in other companies in Switzerland and abroad, and conduct all business activities directly or indirectly related to its purpose. The company may acquire, encumber, dispose of, and manage real property in Switzerland and abroad. It may also arrange financing for its own account or on behalf of others, and provide guarantees and sureties for subsidiaries and third parties.

Article 3 – Share Capital and Shares

The share capital amounts to CHF 100,000.00 and is divided into 100,000 registered shares (common registered shares) with a par value of CHF 1.00 per share and 0 registered shares (Seed preferred registered shares) with a par value of CHF 1.00 per share.

The common registered shares and the Seed preferred registered shares are fully paid up.

The Seed Preferred Registered Shares have a priority claim to liquidation proceeds over the Common Registered Shares in accordance with Article 12a of these Articles of Incorporation (Distribution of Liquidation Proceeds).

Article 3a – Conditional Share Capital

The share capital pursuant to Article 3 of these Articles of Incorporation (Share Capital and Shares) is

increased by a maximum amount of CHF [18,216.00] through the issuance of up to [18,216] fully paid-in registered shares (common registered shares) with a par value of CHF 1.00 each, by means of the exercise of conversion and/or

option rights. In doing so, the aforementioned registered shares (ordinary registered shares) shall be issued or granted in full to persons working for the Company.

Shareholders' subscription rights and preemptive rights are excluded, unless the conversion and/or option rights are allocated to them.

The conditions for exercising the conversion and/or option rights, the basis for determining the issue price of the new shares, the participation plans, and the other terms of issuance shall be determined by the Board of Directors, provided that the issue price must be at least equal to the par value of the newly issued registered shares (common registered shares).

The transfer of the new shares is restricted in accordance with these Articles of Association.

The exercise of or waiver of option or conversion rights may be made electronically or in writing.

Article 3b – Capital Range

The Company has a capital range between CHF [154,416.00] (lower limit) and CHF [163,940.00] (upper limit).

The Board of Directors is authorized to increase the share capital at any time and as often as desired within the capital range until [June 30, 2027].

The increase must be effected through the issuance of a maximum of [9,524] new registered shares (Seed Preferred Registered Shares) to be fully paid up, each with a par value of CHF 1.00. Following a change in par value, the new par value shall also apply within the capital range.

In the event of the Company's liquidation or a liquidation event within the Company, the Seed Preferred Registered Shares shall be entitled to preferential rights with respect to the liquidation proceeds in accordance with Article 12a of these Articles of Incorporation (Distribution of Liquidation Proceeds).

The date of issuance of new shares, their issue price, the type of contributions, the conditions for exercising subscription rights, and the date of dividend entitlement shall be determined by the Board of Directors. The Board of Directors is authorized to restrict or exclude shareholders' subscription rights and to allocate such rights to third parties if the new shares are to be used:

1. for the acquisition of companies, parts of companies, or equity interests through a share exchange;
2. to finance or refinance the acquisition of companies, parts of companies, or equity interests, or new investment projects; or
3. to facilitate the participation of strategic investors.

The Board of Directors may cancel shares for which subscription rights have been granted but not exercised, or may otherwise use them in the best interests of the company.

Article 4 – Form of Shares

Subject to the following paragraph, the Company's registered shares are structured as book-entry securities within the meaning of Article 973c of the Swiss Code of Obligations (OR).

Once entered in the share register, a shareholder may at any time request that the company issue a certificate regarding his or her registered shares; however, the shareholder has no right to the printing and delivery of share certificates.

The Board of Directors may change the form of the registered shares at any time and switch between book-entry securities, securities certificates, global certificates, and simple book-entry securities.

The Board of Directors may also have securities, share certificates, or global certificates deposited with the company or a custodian, or shares structured as simple book-entry securities or book-entry securities, registered as book-entry securities. The Board of Directors may withdraw shares held as book-entry securities from the custody system at any time.

Disposals of book-entry securities are governed exclusively by the Book-Entry Securities Act. The

applicable registration conditions apply to book-entry securities.

Article 5 – Share Register

The Company maintains a share register that lists the names and addresses of the owners or beneficiaries of the shares, together with other information required by these Articles of Incorporation or by the Board of Directors.

For purposes of the Company, those persons listed in the share register are deemed to be the owners or beneficial owners.

Purchasers of shares are entered in the share register as shareholders if they confirm, in accordance with the Company's regulations, that they hold the shares thus acquired in their own name and for their own account. The Company may at any time require a shareholder to repeat this confirmation.

After hearing the person concerned, the Company may retroactively delete a shareholder's entry in the share register for some or all of the shares held by that shareholder if the entry was made on the basis of false information provided by the purchaser or if the purchaser refuses, upon request, to confirm that he or she holds the shares in his or her own name and for his or her own account. The shareholder concerned shall be informed of the deletion from the share register.

The Board of Directors may establish regulations governing the procedures for the transfer of shares and registration in the share register.

Article 6 – Transfer of Shares

The transfer of registered shares or the establishment of a usufruct on registered shares is not restricted by the Articles of Incorporation.

Article 7 – Treasury Stock

If the company holds its own shares, the voting and property rights attached to such shares are suspended.

Article 8 – General Meeting

The General Meeting must be convened by letter or email to the shareholders and usufructuaries no later than 20 days before the date of the meeting.

The Board of Directors may decide that the General Meeting be held simultaneously at multiple locations, provided that the participants' votes are transmitted in real time via video and audio to all meeting venues, and/or that shareholders who are not present at the meeting venue or venues of the General Meeting may exercise their rights electronically (hybrid General Meeting).

A General Meeting may be held electronically without a physical venue. The appointment of an independent proxy holder may be waived. The Board of Directors governs the use of electronic means. It ensures that:

1. the identity of the participants is verified;
2. votes at the General Meeting are transmitted in real time;
3. each participant can submit motions and participate in the discussion;
4. the voting results cannot be falsified.

If technical problems arise during the General Meeting such that it cannot be conducted properly, it must be repeated. Resolutions adopted by the General Meeting before the technical problems occurred remain valid.

The General Meeting may be held abroad if the Board of Directors designates an independent proxy in the notice of meeting. The Board of Directors may waive the designation of an independent proxy provided that all shareholders agree.

The General Meeting is chaired by the Chairman; if the Chairman is unable to attend, another member of the Board of Directors designated by the Board shall chair the meeting. If no member of the Board of Directors is present, the General Meeting shall elect a chairperson for the day. The chairperson shall appoint the secretary and the vote counters, who need not be shareholders.

Shareholders exercise their voting rights at the General Meeting in proportion to the total par value of the shares they hold.

Any person listed as a shareholder in the share register may exercise membership rights.

At the General Meeting, each share entitles the holder to at least one vote. Persons who have participated in any way in the management of the company are not entitled to vote on resolutions regarding the discharge of the Board of Directors.

A shareholder may be represented at the General Meeting by an authorized representative, who need not be a shareholder, and, where applicable, by an independent proxy, a representative of a corporate body, or a custodian representative. The Board of Directors decides on the admission of the power of attorney.

The members of the Board of Directors are entitled to attend the General Meeting. They may submit motions.

Article 9 – Board of Directors – Constitution and Election

The Company's Board of Directors consists of one or more members and constitutes itself.

The term of office of a member of the Board of Directors is two years, with the two-year period beginning on the date of the General Meeting at which the member is elected and ending on the second anniversary of that General Meeting.

This is subject to the possibility of an extraordinary termination of the term of office of the relevant member of the Board of Directors, e.g., due to resignation, death, removal from office, or non-reelection at a General Meeting, or the deletion of the company from the Commercial Register. It is also subject to the possibility of early reelection at a General Meeting, in which case a new term of office for the relevant member of the Board of Directors begins in accordance with the foregoing rules.

Shareholders of each class (common and preferred shares) have the right to be represented on the Board of Directors by at least one member.

Article 9a – Board of Directors – Decision-Making

Resolutions of the Board of Directors are adopted by a simple majority. In the event of a tie, the Chairperson has the casting vote.

The Board of Directors has a quorum if a majority of its members are present. Members who participate directly in the meeting via interactive audio or audio-visual transmission are also considered present. Exceptions are resolutions concerning capital increases and the subsequent payment of contributions on shares that are not fully paid up, for which the quorum requirement does not apply.

Meetings may also be held via videoconference or other audiovisual or electronic means of communication, provided that members participating via video, audiovisual equipment, or other electronic means can be clearly identified. Furthermore, the same provisions apply to resolutions passed via videoconference or other audiovisual or electronic means of communication as to in-person meetings.

Resolutions and elections may be adopted without holding a Board of Directors meeting by obtaining the written consent of the Board members regarding a specific proposal (i.e., by letter or email), provided that no member requests an oral discussion.

Article 10 – Auditors

The General Meeting elects an auditor for a term of one year.

Provided that the company is subject to a limited audit and has no more than 10 (ten) full-time positions on average over the year, the Board of Directors may propose to the shareholders that they waive the audit.

Article 11 – Fiscal Year

The Board of Directors determines the beginning and end of the fiscal year.

Article 12 – Dissolution of the Company

The company may be dissolved by a resolution of the General Meeting, which must be recorded in a public deed.

The Board of Directors shall handle the liquidation unless it is delegated to other persons by a resolution of the General Meeting.

The assets of the dissolved company shall be distributed, after the settlement of its debts, in accordance with Article 12a of these Articles of Incorporation (Distribution of Liquidation Proceeds).

Article 12a – Distribution of Liquidation Proceeds

In the event of liquidation or a liquidation event:

1. as a first step, the holders of Seed preferred registered shares shall receive the higher of the following amounts:
    a. the issue price per Seed Preferred Registered Share paid by the respective owner for the Seed Preferred Registered Shares held by that owner; or
    b. the amount resulting from distributing the liquidation proceeds to all shareholders (including the holders of Seed Preferred Registered Shares) in proportion to their respective ownership interests in the Company; and
2. in a second step, the holders of registered common shares shall receive that portion of the remaining liquidation proceeds—after deducting from the liquidation proceeds the amount specified in Article 12a, Section 1 of these Articles of Association—that corresponds to their share of ownership in the Company.

Article 13 – Notices and Announcements

Notices to shareholders shall be sent by mail or email to the addresses listed in the share register or by publication in the electronic Swiss Official Gazette of Commerce. Notices to the company (e.g., exercise or waiver of rights) shall be sent by mail or email.

The company's official publication is the Swiss Commercial Gazette.

Preliminary remark: The English version is for informational purposes only and has no legal effect.

Articles of Association

of

Nullpunkt AG

(Nullpunkt SA) (Nullpunkt Ltd)

with registered office in Oberengstringen, ZH

Article 1 – Name and Registered Office

*A stock corporation under the name **Nullpunkt AG** (Nullpunkt SA) (Nullpunkt Ltd), established pursuant to Article 620 et seq. of the Swiss Code of Obligations (CO), exists with its registered office in Oberengstringen, Canton of Zurich, for an indefinite period of time.*

Article 2 – Purpose

The purpose of the Company is the development, manufacture, and distribution of a heat pump system to companies and entities domiciled in Switzerland and abroad. The Company may establish branches and subsidiaries in Switzerland and abroad and acquire interests in other companies in Switzerland and abroad, as well as conduct all business directly or indirectly related to its purpose. The Company may acquire, encumber, sell, and manage real property in Switzerland and abroad. It may also undertake financing for its own account or for the account of third parties and provide guarantees and sureties for subsidiaries and third parties.

Article 3 – Share Capital and Shares

The Company's share capital amounts to CHF 100,000.00 and is divided into 100,000 registered shares (common shares) with a par value of CHF 1.00 per share and 0 registered shares (preferred seed shares) with a par value of CHF 1.00 per share.

The registered shares (common shares) and the registered shares (preferred seed shares) are fully paid up.

The registered shares (preferred seed shares) have a preferential right to liquidation proceeds in accordance with Article 12a of these Articles of Association (Distribution of Liquidation Proceeds).

Article 3a – Conditional Share Capital

The share capital pursuant to Article 3 of these Articles of Association (Share Capital and Shares) shall be increased by a maximum amount of CHF [18,216.00] through the issuance of a maximum of [18,216] registered shares (common shares), to be fully paid up, with a par value of CHF 1.00 per share, through the exercise of conversion and/or option rights. The aforementioned registered shares (common shares) shall be issued and allocated in their entirety to persons working for the Company.

The shareholders' preemptive subscription right and priority subscription right are excluded, provided they are not allocated the conversion and/or option rights.

The conditions for exercising the conversion and/or option rights, the basis for the issue price of the new shares, the participation plans, and the remaining issuance conditions shall be determined by the board of directors, provided that the issue price must be at least equal to the par value of the newly issued registered shares (common shares).

The transferability of the newly issued shares is limited in accordance with these articles of association. The conversion and/or option rights may be exercised or waived electronically or in writing.

Article 3b – Capital Band

The Company has a capital band ranging from CHF [154,416.00] (lower limit) to CHF [163,940.00] (upper limit).

The board of directors is authorized to increase the share capital at any time and as often as desired within the capital band until [June 30, 2027].

The increase must be effected by issuing a maximum of [9,524] newly registered shares (preferred seed shares) with a par value of CHF 1.00 per share, to be fully paid in. Following a change in par value, the new par value also applies within the scope of the capital band.

In the event of the Company's liquidation, the preferred seed shares have a preferential right to liquidation proceeds in accordance with Article 12a of these Articles of Association (Distribution of Liquidation Proceeds).

The timing of the issuance of new shares, their issue price, the type of contributions, the conditions for exercising subscription rights, and the date of dividend entitlement shall be determined by the board of directors. The board of directors is authorized to restrict or exclude the subscription rights of shareholders and to allocate them to third parties if the newly issued shares are to be used:

1. *for the acquisition of companies, parts of companies, or equity interests through a share exchange;*
2. *to finance or refinance the acquisition of companies, parts of companies, or equity interests, or new investment projects; or*
3. *for the participation of strategic investors.*

Shares for which subscription rights have been granted but not exercised may be forfeited by the board of directors or otherwise used in the Company's best interests.

Article 4 – Form of Shares

Subject to the following paragraph, the Company's registered shares shall be structured as book-entry securities within the meaning of Article 973c of the Swiss Code of Obligations (CO).

After being entered in the share register, the shareholder may at any time request the Company to issue a document of proof confirming its registered shares; however, the shareholder has no right to demand the printing and delivery of share certificates.

The board of directors may change the form of the registered shares at any time and switch between ledger-based securities, registered securities, global securities, and uncertificated securities.

The board of directors may also register registered securities, share certificates, global securities, as well as shares structured as uncertificated securities or book-entry securities deposited with the Company or a custodian, as intermediated securities. The board of directors may withdraw shares registered as intermediated securities from the custodian system at any time.

Transfers of intermediated securities are subject to the Federal Intermediated Securities Act.

The applicable registration requirements apply to ledger-based securities.

Article 5 – Share Register

The Company shall maintain a share register, which shall contain the names and addresses of the owners or beneficial owners of the shares, together with any other information required by these articles of association or by the board of directors.

The Company recognizes as shareholders those persons who are recorded in the Company's share register as the owners or beneficial owners of shares.

Persons who have acquired shares in the Company will be recorded in the Company's share register as shareholders, provided that they confirm, in the manner specified by the Company, that they are holding the shares so acquired in their own name and for their own account. The Company may ask a shareholder to repeat that confirmation at any time.

After hearing the relevant person, the Company may cancel a shareholder's registration in the share register with retroactive effect with respect to some or all of that shareholder's shares if the registration in the share register is found to have been made on the basis of inaccurate information provided by the shareholder or if the relevant shareholder refuses, upon request, to confirm that they hold the relevant shares in their own name or for their own account. The relevant shareholder is notified of the cancellation.

The board of directors may adopt regulations governing the transfer of shares and their registration in the Company's share register.

Article 6 – Transfer of Shares

The transfer of registered shares or the establishment of a usufruct over registered shares is not restricted by these articles of association.

Article 7 – Treasury Shares

If the Company holds treasury shares, the voting and property rights associated with such shares are suspended.

Article 8 – General Meeting of Shareholders

The general meeting of shareholders must be convened by letter or email to the shareholders and usufructuaries no later than 20 days before the date of the meeting.

The board of directors may decide that the general meeting of shareholders be held simultaneously at multiple locations, provided that the votes of the participants are transmitted directly via video and audio at all meeting locations and/or that shareholders who are not present at the meeting location or locations may exercise their rights electronically (hybrid general meeting of shareholders).

The general meeting of shareholders may be held by electronic means without a physical meeting location. The appointment of an independent voting representative may be waived. The board of directors shall regulate the use of electronic means. It shall ensure that:

1. *the identity of the participants is verified;*
2. *the oral contributions at the general meeting of shareholders are transmitted in real time;*
3. *each participant can submit motions and participate in the debate; and*
4. *the result of the vote cannot be falsified.*

If technical problems arise during the general meeting of shareholders, resulting in the meeting not being conducted properly, the meeting must be reconvened. Resolutions passed by the general meeting of shareholders before the technical problems arose remain valid.

The general meeting of shareholders may be held abroad if the board of directors designates an independent voting representative in the notice convening the meeting. The board of directors may waive the requirement to designate an independent voting representative provided all shareholders agree.

The general meeting shall be chaired by the chairperson of the board of directors or, in the event of his or her incapacity, by another member of the board of directors designated by the board of directors. If no member of the board of directors is present, the general meeting shall elect a chairperson for the meeting. The chairperson shall appoint the secretary and the vote counters, who need not be shareholders.

Shareholders exercise their voting rights at the general meeting of shareholders in proportion to the total par value of the shares they hold.

Shareholder rights may be exercised by persons who are registered as shareholders in the share register.

Each share entitles the holder to at least one vote at the general meeting of shareholders. In the case of resolutions concerning the discharge of the board of directors, persons who have participated in any way in the management of the Company's business are not entitled to vote.

A shareholder may be represented by proxy at the general meeting of shareholders by a person who need not be a shareholder and, if applicable, by the independent shareholder representative, the representative of the board of directors, or by a depository representative. The board of directors shall decide on the admission of the proxy.

Members of the board of directors are entitled to attend the general meeting of shareholders and submit motions.

Article 9 – Board of Directors – Composition and Election

The Company's board of directors consists of one or more members and constitutes itself.

The term of office of a member of the board of directors is two years, with the two-year term beginning on the day of the general meeting of shareholders at which the member is elected and ending on the second anniversary of such general meeting of shareholders.

The right to terminate the term of office of a member of the board of directors early, e.g., due to resignation, death, removal, or non-re-election at a general meeting of shareholders of the Company, or the Company's deletion from the commercial register, is reserved. Early re-election at a general meeting of shareholders is also reserved; in such a case, a new term of office for the respective member of the board of directors begins in accordance with the above rules.

Each class of shares is entitled to representatives on the board of directors.

Article 9a – Board of Directors – Resolutions

Resolutions of the board of directors shall be adopted by a simple majority. In the event of a tie, the person presiding over the meeting of the board of directors shall have the deciding vote.

The board of directors shall have a quorum if a majority of its members are present. Members who attend the board of directors' meeting simultaneously via interactive voice or voice and video transmission are also considered present. These quorum requirements do not apply to resolutions concerning capital increases and the subsequent contributions on shares that have not been fully paid up.

Meetings of the board of directors may also be held via videoconference or other audiovisual or electronic means of communication, provided that the members participating via video, audiovisual devices, or other electronic means can be clearly identified. In addition, the same provisions governing in-person meetings shall apply to decisions made via videoconference or other audiovisual or electronic means of communication.

Resolutions may be passed and elections conducted without holding a meeting of the board of directors by obtaining the written consent of the board members to a given proposal (i.e., by letter or email), provided that no member requests an oral deliberation.

Article 10 – Auditor

The general meeting of shareholders elects an auditor for a term of one year.

If the Company is subject to a limited statutory audit and has no more than 10 (ten) full-time positions on average during a year, the board of directors may propose to the shareholders that they waive an audit.

Article 11 – Fiscal Year

The board of directors sets the beginning and end of the fiscal year.

Article 12 – Liquidation of the Company

The dissolution of the Company may be effected by a resolution of the general meeting of shareholders, which shall be recorded in a public deed.

The liquidation shall be carried out by the board of directors unless it is delegated to other persons by a resolution of the general meeting.

The assets of the dissolved Company shall be distributed after payment of its debts in accordance with Article 12a of these Articles of Association (Distribution of the Liquidation Proceeds).

Article 12a – Distribution of the Liquidation Proceeds

In the event of a liquidation or a liquidation event:

1. *as a first step, the holders of preferred seed shares shall first receive the greater of the following amounts:*
    a. *the issue price per preferred seed share originally paid by the respective owner for the preferred seed shares held by that owner; or*
    b. *the amount that would result if the liquidation proceeds were distributed among all shareholders (including the holders of preferred seed shares) in proportion to their respective shareholdings in the Company; and*
2. *in a second step, the owners of the registered common shares shall receive that portion of the remaining liquidation proceeds which, after deduction of the amount pursuant to Article 12a, paragraph 1, of these Articles of Association, corresponds to their respective shareholdings in the Company.*

Article 13 – Communications and Notices

Notices to shareholders shall be sent by letter or email to the addresses recorded in the share register or by publication in the electronic Swiss Official Gazette of Commerce. Notifications to the Company (e.g., exercise or waiver of rights) shall be made by letter or email.

The Company's official publication medium is the Swiss Official Gazette of Commerce.

Public Notarization

The undersigned notary of the Canton of St. Gallen hereby certifies that the [Company] in [Registered Office] approved the Articles of Incorporation in the above version at today's General Meeting/Board of Directors meeting.

Place / Date	St. Gallen, on [Date]
The Notary Public	Thomas Kuster, Esq., MLaw
Registration No.	B 2025 / No. XX

This public deed is executed in three copies, two copies for the notary and one copy for the Commercial Registry Office of the Canton of [Canton].

The Notary

Voting Commitment and Pooling Agreement

between

1. through [149]. Companisto Individual Series Seed Shareholders as listed in **"Joint Annex** A"

– Companisto Individually Placed Series Seed Shareholder 1 through Companisto Individually Placed Series Seed Shareholder [149], hereinafter collectively referred to as the
"**Companisto Individually Placed Series** Seed Shareholders" and, individually, a **"Companisto Individually Placed Series Seed**

Shareholder"—[150]. Companisto Platform-Placed Series Seed

Shareholders

– hereinafter collectively referred to as the **"Companisto Platform-Placed Series Seed** Shareholders" and individually as a **"Companisto Platform-Placed Series Seed** Shareholder"—

– the Companisto Platform-Placed Series Seed Shareholders, hereinafter collectively referred to, together with the Companisto Individual-Placed Series Seed Shareholders, **as the "Companisto Series Seed** Shareholders" or **"Pool Members**," and individually as a **"Companisto Series Seed** Shareholder" or a **"Pool** Member"—

and

[151]. Companisto Beteiligungs GmbH & Co. KG, with its registered office in Berlin, entered in the Commercial Register of the Charlottenburg Local Court under HRA 47288

– hereinafter referred to as **the** "Pool Manager"—

– the Pool Members and the Pool Leader hereinafter collectively referred to as the "Parties" and individually as a "Party" –

1. Preamble

1.1 Nullpunkt AG, with its registered office in Oberengstringen, Switzerland, entered in the Commercial Register of the Canton of Zurich under registration number CHE-389.359.711, with its registered address at Kirchweg 129, 8102 Oberengstringen ("Company"), is seeking growth financing. The growth financing is to be provided through the issuance of new shares in the Company.

1.2 The Companisto Individual Series Seed Shareholders are prepared to provide funds in accordance with an investment agreement entered into with the founders, certain convertible note lenders, and investors (**"Financing Phase** I").

1.3 To this end, Companisto Wertpapier GmbH, together with renowned business angels, has developed an investment and syndication model for business angels and other professional investors.

1.4 The parties have entered into a separate shareholders' agreement ("Shareholders' Agreement") with the company's other shareholders and the company, or will do so in the future.

1.5 Through this voting agreement and pool agreement ("Agreement"), the pool members intend to pool their interests to secure their influence over the company. The pool members intend to make their decisions regarding the company and their shares in the company through pool

voting.

1.6 The pool leader is to handle the organizational aspects of the voting rights pooling, represent the pool members vis-à-vis the company, and implement the decisions made jointly in pool voting on behalf of all pool members. In return, the pool leader is to receive a profit share ("carry").

1.7 The Series Seed shareholders placed via the Companisto platform shall join this agreement by submitting a separate declaration of accession.

2. Scope of Application, Definitions

2.1 All shares in the Company that the pool members currently or in the future hold, directly or indirectly, are subject to the provisions of this agreement ("Pool Shares").

2.2 This agreement does not establish either joint tenancy or fractional ownership of the Pool Shares. The obligations of the parties under this agreement are of a contractual nature; nor do the parties form an external civil law partnership (Außen-GbR).

3. Pooling

3.1 The pool members hereby mutually undertake to exercise their shareholder rights, in particular voting rights, as well as rights related to their status as shareholders, in accordance with the following provisions, and to exercise such rights only in a concerted and uniform manner; in particular, they undertake to exercise their voting rights arising from all Pool Shares uniformly in all shareholder resolutions—including, in particular, those arising from the Shareholders' Agreement—or to abstain from voting in concert.

3.2 The pool members further mutually undertake to decide jointly, in accordance with the following provisions, on (i) the amendment or termination of the Shareholders' Agreement, (ii) the amendment or termination of this Agreement, and (iii) the conclusion of new shareholders' agreements and/or voting coordination and pool agreements relating to the pool shares.

3.3 The legally mandatory rights and obligations of the pool members arising from their shares in the company, as well as (co-)disposal rights arising from contractual agreements, remain unaffected by this agreement.

4. Pool Meeting

4.1 Pool members shall decide on the exercise of the rights and decisions set forth in Sections 3.1 through 3.3 through an electronic procedure ("Pool Meeting"). The technical infrastructure for conducting the electronic procedure shall be provided by the platform operator, who may engage a third party.

4.2 The Pool Meeting is administratively managed by the Pool Leader. The Pool Leader sends the call to vote via email to the email address provided by the respective Pool Member in their user profile on the website. Starting from the call to vote, Pool Members have seven days to decide on the respective resolution item.

4.3 Pool members whose shares in the company collectively represent at least 25 percent of the share capital tied to the pool shares or of the voting rights in the company tied to the pool shares may request the convening of a pool meeting, attaching a draft resolution.

4.4 All resolutions of the pool meeting are adopted by a simple majority of the votes cast. This also applies if the resolution of the pool meeting relates to a resolution to be adopted at the company's general meeting or another shareholders' meeting, which requires a qualified majority or unanimity there. Unless otherwise provided in this agreement, abstentions shall be counted as votes not cast for the purposes of passing resolutions at the pool meeting.

4.5 If a pool member is excluded from voting on a resolution at the Company's Annual General Meeting or any other shareholders' meeting, that pool member shall also have no voting right on the corresponding resolution at the pool meeting. The voting rights attached to the affected pool shares may not be exercised by the pool manager at the Company's Annual General Meeting or any other shareholders' meeting either.

4.6 Voting at the pool meeting is based on shares in the company. Each CHF 1 share held by a party entitles the holder to one vote in the pool meeting. In the event of a tie, the vote of the voting pool member with the largest shareholding shall be decisive; in the event of equal shareholdings, the vote of the oldest voting pool member shall be decisive.

5. Power of Attorney for the Pool Manager

5.1 The pool manager implements the decisions of the pool meeting. In particular, the pool manager participates in the company's general meetings or other shareholder meetings on behalf of and in place of the pool members and exercises shareholder rights—in particular voting rights—on behalf of the pool members in a uniform manner. If the pool meeting has passed a resolution regarding the uniform exercise of voting rights at the general meeting, the pool manager is obligated to vote in accordance with the resolution; in this regard, the pool manager is not required to follow any conflicting instructions from the pool members.

5.2 If all or part of the pool shares are sold by one or more pool members as part of one or more economically related share transfers resulting from the exercise of tag-along rights or drag-along obligations (**"Joint** Sale"), the Pool Manager shall handle the sale of the pool shares on behalf of the respective pool members.

5.3 All pool members hereby grant, individually, irrevocable power of attorney to the pool manager—subject to exemption from the restrictions of Section 181 of the German Civil Code (BGB) and with the right to grant sub-power of attorney to the same extent— to make and accept all declarations of intent and to perform all legal acts necessary for the proper implementation of this Agreement, the Company's Articles of Association, the currently effective Participation Agreement and Shareholders' Agreement, as well as all resolutions and decisions of the Pool Meeting, whereby this power of attorney includes the right to (i) engage in self-dealing transactions, and (ii) represent another party or other parties, in particular

a) to accept all resolutions, regardless of whether the resolution is adopted at a general meeting or any other meeting of shareholders, by written resolution, or in any other manner;

b) to exercise her voting rights and other shareholder rights arising from her pool shares at the Company's general meetings or other meetings of shareholders and in connection with shareholder resolutions, and to represent her at general meetings or other meetings of shareholders and in connection with shareholder resolutions;

c) (i) to amend or terminate the Shareholders' Agreement, (ii) to amend or terminate this Agreement, and (iii) to enter into new shareholders' agreements relating to the pool shares and/or voting coordination and pool agreements, as well as to admit new parties to such agreements;

d) to enter into or amend contracts for the sale of pool shares or comparable exit agreements, as well as contracts legally or economically related thereto;

e) in the event of a Joint Disposal, to carry out the disposal of pool shares on behalf of the pool members; in particular, to enter into purchase and transfer agreements on behalf of the pool members, as well as to perform all legal acts necessary or appropriate for and in connection with the disposal of the pool shares, and to issue and accept all necessary or appropriate declarations;

f) to represent them in connection with amendments to the Company's Articles of Association, including capital increases and the introduction of conditional capital or a capital range, whereby the acquisition of new shares by a pool member—including the obligation to make additional contributions to the Company's equity or capital reserves—is permitted only upon a corresponding instruction from the respective pool member (written form is sufficient);

g) to waive, in whole or in part, the statutory subscription right, as well as the requirement to provide written reports on the grounds for excluding shareholders' statutory subscription rights;

h) to grant approval for any merger, demerger, or similar restructuring of the company;

i) to grant approval for the conclusion, amendment, and termination of any type of trust agreement entered into by the company;

j) to issue and/or accept other declarations of any kind, in particular declarations of consent and/or waiver, including the issuance and/or acceptance of declarations to authorities and courts, in particular to the Commercial Register, the Land Registry, or comparable authorities.

5.4 The power of attorney pursuant to Section 5.3 is unlimited in its external effect and is irrevocable for the duration of this Voting Coordination and Pool Agreement. The power of attorney is hereby expressly granted also vis-à-vis the Company and the notaries involved in the relevant action. In the event of the death of a pool member, the power of attorney shall continue to apply as a postmortem power of attorney until the legal successor of the deceased pool member joins this Voting Coordination and Pool Agreement. The pool members undertake to send the pool leader, upon request, a separate notarized power of attorney with the scope specified in Section 5.3.

6. Binding Effect on Legal Successors

6.1 The pool members undertake among themselves to impose the obligations arising from this agreement on any legal successors or transferees of their pool shares in such a way that these legal successors or transferees are bound by the obligations under this agreement as if they had assumed these obligations themselves, or to arrange for the legal successors or transferees to accede to this agreement. This also applies to the obligation assumed in this Section 6.1 to impose the obligations under this Agreement on any legal successors or transferees.

6.2 The pool members hereby agree to the admission of the respective legal successor of a departing pool member or purchaser who accedes to this agreement.

6.3 The assumption of the agreement pursuant to Section 6.1 must be notified to the pool members by the departing pool member and the legal successor or the purchaser of the shares of the departing pool member immediately upon the occurrence of the legal succession or the acquisition of the pool shares, at a minimum in writing. In the case of private individuals, the name, address, email address, and date of birth of the legal successor or new pool member must be provided. For legal entities, the company name or legal name, registered office and (business) address, the competent registry court, the registration number, and the email address, as well as the persons authorized to represent the entity (including first and last names, date of birth, place of residence, and type of authorization) must be provided. The pool manager is authorized and empowered to accept this notification and the declaration of acceptance of membership on behalf of all pool members.

7. Term and Withdrawal of Pool Members

7.1 This agreement shall enter into force on the date of its execution by the initial parties thereto. It shall have a minimum term of 15 (fifteen) years, calculated from the date of execution of this agreement by the initial parties thereto.

7.2 This Agreement may not be terminated for ordinary reasons until the end of its minimum term. Thereafter, it may be terminated for ordinary reasons by giving 3 (three) months' written notice effective at the end of the year. The parties' right to terminate for cause remains unaffected by this provision. Upon termination, the respective pool member shall withdraw from the Agreement.

7.3 If a pool member withdraws from the company, regardless of the legal basis, its rights and obligations under this agreement shall terminate upon the effective date of its withdrawal as a shareholder of the company, unless otherwise expressly provided in this agreement.

7.4 This agreement does not terminate as a result of pool members withdrawing from the agreement and/or changes in the composition of the pool members. In such cases, this agreement continues to exist between the remaining and new pool members.

7.5 If the pool leader withdraws from this agreement for any legal reason, or if insolvency proceedings are legally opened against the pool leader's assets, or if the opening of such proceedings is rejected due to lack of assets, or if the pool leader is required to certify the accuracy of his or her statement of assets under oath, the pool members shall appoint a new pool leader in accordance with the procedure set forth in Section 4, who shall then enter into this agreement as pool leader in place of the departing pool leader. The pool members hereby consent in advance to the new pool leader's entry into this agreement in such a case. The powers of attorney under Section 5 shall then continue to apply to the new pool leader.

8. Accession of Series Seed Shareholders Placed via the Companisto Platform

8.1 Series Seed shareholders placed via the Companisto platform shall join this agreement by means of a separate declaration. The remaining parties hereby consent to their accession. The pool leader is authorized to accept the declarations of accession. The pool leader must accept the declaration of accession once the respective investor has effectively and irrevocably become a shareholder of the company.

9. Breach of the Provisions of This Voting Agreement and Pool Agreement

9.1 In addition to any other legal remedies that may otherwise be available to the parties in a particular case, any pool member who breaches a material provision of this agreement shall pay the company a contractual penalty totaling CHF [10,000.00] for each breach or violation. If the breach or violation is remediable, the penalty shall become due only if the breach or violation is not remedied within twenty (20) calendar days after the breaching pool member has been notified of the breach or violation by one of the non-breaching parties.

9.2 Notwithstanding payment of the contractual penalty, the defaulting pool member (i) is liable to any other pool member and/or shareholder and/or the Company for losses and damages incurred in excess of the amount of CHF [10,000.00] pursuant to the preceding paragraph (whereby this claim is proportional to the respective pool member's and/or shareholder's interest in the Company), and (ii) remains bound by the terms of the breached provision, with respect to which any of the pool members and/or shareholders and/or the Company may continue to seek specific performance and/or injunctive relief, which may be granted by a competent court and/or arbitral tribunal.

10. Carried Interest

10.1 In consideration for assuming the obligations under this Agreement, the Pool Manager shall receive a share of the profits of a Pool Member that the Pool Member derives from the Pool Interests ("Carried Interest"), as soon as and to the extent that the conditions set forth below are met.

10.2 The carried interest becomes due under the following conditions:

a) In the event of an exit transaction as defined in the then-current shareholders' agreement that the pool members have entered into or to which they will yet accede;

b) upon the collective or individual (partial) sale of pool shares, provided that a transfer by universal succession under inheritance law or transformation law does not constitute such a sale, and with respect to each pool share, only the first such sale triggers the profit sharing;

c) in the event that the pool shares are listed for the first time on a securities exchange or an automated trading system (**"initial public** offering") and/or

d) in the event of dividend payments by the Company on the pool shares.

10.3 The profit share amounts to 15% of the increase in value of the pool shares or 15% of the dividends, as further specified in the following provisions:

a) When calculating the profit share, a minimum return for the investor of 6% per year (based on the purchase price of the pool shares and the period between the purchase and sale of the pool shares or the initial public offering, **"hurdle** rate") must be deducted. The pool manager is thus only entitled to a 15% share of the appreciation in value and dividends that exceed the pool member's cumulative minimum return for the participation period.

b) In the event of an initial public offering (IPO), the profit share applies to all pool shares held by the pool member at that time. In this case, the increase in value is calculated as the issue price per share used for the IPO multiplied by the number of shares held, minus the total purchase price of the pool shares.

If no shares are issued or sold as part of the initial public offering, the initial listing price shall take the place of the offering price. Profit sharing is carried out by the pool member transferring to the pool manager, within two weeks of the IPO's completion, shares of the company valued at 15% of the increase in value of the pool shares (after deducting the minimum return accumulated over the participation period).

In the event of an IPO, the profit sharing is therefore made in shares rather than in cash. The value of a share is based on the issue price or, alternatively, the opening price. Once the profit sharing has been completed—i.e., after these shares have been transferred—no further profit sharing applies to the remaining shares or pool units in the event of a sale.

c) Prior to or independently of an initial public offering (IPO), the following applies: In every case of a (partial) sale, the profit sharing applies to the pool shares sold by the pool member in each instance. In this case, the increase in value is calculated as the pre-tax proceeds from the sale (taking into account any liquidation preference or priority on proceeds from the sale) minus the total purchase price of the pool shares sold in each instance.

Within two weeks of the completion of the (partial) sale, the pool member shall transfer to the pool manager an amount equal to 15% of the capital gain (after deducting the minimum return accumulated over the holding period) on the sold pool shares to an account designated by the pool manager.

10.4 The pool member shall immediately inform the pool manager of any circumstance relevant to the calculation of profit sharing under the foregoing provisions, in particular of any sale prior to an initial public offering (IPO) and of the respective proceeds from such sale. The pool member hereby expressly agrees that the Company shall also notify the pool manager of any such circumstance, to the extent that the Company is aware of it (for example, based on the share register).

10.5 If the pool member or his or her heirs and/or other beneficiaries fail to provide the information required for a payout to the pool member on the platform (in particular, bank account information and, for pool members from Germany, the tax identification number), the pool member shall be deemed to have irrevocably waived their claim to the amounts due and their right to such amounts upon the expiration of a two-year period from the due date of the pool member's payment claim. The right to these amounts then passes to the pool manager to cover, among other things, the administrative and settlement costs incurred over the two-year period on behalf of the inactive pool member.

11. Final Provisions

11.1 The parties are not authorized to assign, pledge, or otherwise encumber any claims or other rights arising from this agreement without the consent of the other parties.

11.2 Unless this agreement expressly provides otherwise, all fees, charges, audit costs, and other expenses arising from this agreement and its implementation and/or the execution of the capital increase shall be borne by the Company. In all other respects, each party shall bear its own costs.

11.3 This agreement may be amended or terminated, to the extent permitted by law, in accordance with the procedure set forth in Section 4; however, notwithstanding Section 4.4, a majority of 75% of the votes cast by the pool members and the consent of the pool leader are required. This also applies to any amendment to this Section 11.3.

11.4 This Agreement may be amended or terminated, to the extent permitted by law, in accordance with the procedure set forth in Section 4; however, notwithstanding Section 4.4, a majority of 75% of the votes cast by the pool members and the consent of the pool leader are required. This also applies to any amendment to this Section 11.3.

11.5 This Agreement is governed by the laws of the Federal Republic of Germany. All legal disputes between the parties arising out of or in connection with this Agreement or its annexes shall be decided by the ordinary German courts. The exclusive place of jurisdiction is, to the extent permitted by law, Berlin.

11.6 Should any provision of this Agreement be or become wholly or partially void, invalid, or unenforceable, or should a provision that is necessary in itself be omitted, the validity and enforceability of all remaining provisions of this Agreement shall remain unaffected. In place of the void, invalid, or unenforceable provision, or to fill the gap in the provisions, the parties shall agree on a legally permissible provision that corresponds as closely as possible to what the parties intended or would have agreed upon in accordance with the meaning and purpose of this Agreement had they recognized the invalidity or the gap in the provisions. It is the express intention of the parties that this severability clause does not merely result in a reversal of the burden of proof, but that § 139 of the German Civil Code (BGB) is waived in its entirety.

12. Exhibits

12.1 The following appendices form an integral part of this contract:

- Joint Annex A: List of Companisto Individual Series Seed Shareholders

(Place and Date)	(Place and Date)
Tamo Zwinge acting as managing director of Companisto Wertpapier GmbH, which is acting on behalf of Parties 1 through [149] (Companisto Individually Placed Series Seed Shareholders)	David Rhotert acting as managing director of Companisto Management GmbH, which acts as the general partner with power of representation of Companisto Beteiligungs GmbH & Co. KG (Pool Leader)