Dated ____ 2025

Contractual Undertaking

between

Sidarth Radjou
and

the Main Shareholders

in the presence of
Okomera

Table of Contents

This Agreement is made on _____ 2025

Between:

(1) **Mr. Sidarth Radjou,** a French citizen born on 27 June 1990 in Clichy-la-Garenne (France), residing at 17 rue Bourgelat, 94700 Maisons-Alfort;

(hereafter referred to as the "**Holder**"),

ON THE FIRST PART,

(2) Each of the **shareholders** listed in Schedule 1,

(hereafter referred to as the "**Main Shareholders**" and individually as a "**Main Shareholder**"),

ON THE SECOND PART,

(The Holder and the Main Shareholders are hereafter referred to collectively as the "**Parties**" and individually as a "**Party**", it being specified that the definition of "**Party(ies)**" will have to be considered not at the date hereof, but at the date of implementation of the provisions hereof)

In the presence of:

(3) **Okomera**, a French *société par actions simplifiée* having its registered office at 9B rue d'Alembert 75014 Paris (France), registered with the French registry (*Registre du Commerce et des Sociétés*) under number 884 940 024 RCS Paris, represented by Mr. Richard Eglen, duly authorized;

(hereafter referred to as the "**Company**"),

which is entering into this contractual undertaking on its own behalf for the purposes of accepting the rights granted to it and acknowledging the obligations imposed on it pursuant to the Agreement.

Whereas:

(A) Mr. Sidarth Radjou is a founder of the Company, and owns 1.407 BSPCE, giving rights to Shares of the Company if he wishes to exercise such BSPCE (the "**BSPCE**" and, if exercised, the "**Holder's Shares"**).

(B) In the context of Mr. Sidarth Radjou's departure from the Company, the Company accepted to extend the exercise period of his BSPCE until the earlier of the following dates: (a) a capital increase through the issuance of shares for a minimum amount of five (5) million euros; (b) the 5th anniversary of the date hereof, provided that they do not lapse for any other reason in the meantime. (the "**Extension**").

(C) As a condition of granting such Extension, it was agreed that Mr. Sidarth Radjou shall enter into an agreement to (i) ensure that, upon exercise of his BSPCE, the Holder will not participate in the governance of the Company, to avoid any disagreements between the Holder and the Main Shareholders, ensure the stability of the Company, and facilitate corporate governance (the "**Governance Compromise**"), and (ii) govern the rights and obligations of the Holder, upon exercise of his BSPCE, concerning share transfers.

(D) Consequently, the Parties have agreed to enter into the present contractual agreement governing their relationships, rights and obligation as shareholders of the Company (the "**Agreement**").

It is agreed:

1. Definitions and Interpretation

1.1 Definitions

Without prejudice to any specific definitions contained in the body of this Contractual Undertaking, the terms listed hereafter shall have the following meaning:

"**Affiliate**" means, with respect to any given person, (i) any other person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, such person as well as with respect to any investment fund (ii) any person managing or advising (including by way of delegation) such investment fund and any other investment fund managed or advised (including by way of delegation) by the same person or by any Affiliate, within the meaning of (i), of such person (excluding any portfolio company of such investment fund);

"**Controlled**," "**Control**" or "**Controlling**" shall be interpreted in accordance with article L233-3 I of the French Commercial Code (for the avoidance of doubt, the holding of more than 50% of the share capital and voting rights of a company or entity shall be considered as the Control of such company or entity);

"**Deed of Consent**" means the deed to be signed by any Transferee of Securities of the Company whereby such Transferee shall become a Party to the Agreement, to be entered into in a form similar to the template attached as Schedule 2;

"**Encumbrance**" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect, or an agreement or commitment to create, or a mandate with a view to the creation of, the same;

"**Escrow**" means the *Caisse des dépôts et consignations* in Paris or any bank of national or international standing who would accept to receive the relevant funds in escrow in accordance with the terms hereof;

"**Fund**" means any fund or other entity (including in particular any limited partnership, FPCI, FCPR, FCPI or FIP) the purpose of which is to acquire securities and which are managed or advised by professional managers;

"**Founder**" has the meaning ascribed to it in Schedule 1;

"**Fully-diluted**" refers to the amount of the Company's share capital assuming the exercise of all Securities and instruments issued by the Company which may give right, in time, by way of conversion, exercise, exchange, etc. to a share of such share capital;

"**Holding**" means, with respect to any Founder who is a natural person, any company that satisfies the Holding Requirements through which such Founder, holds Securities of the Company as of the date of this Agreement (or on any later date) and any company through which the Holder holds Securities of the Company as of the date of this Agreement (or on any later date);

"**Holding Requirements**" means the following requirements which must be complied with at any and all times during the term of this Agreement by a Holding:

i. the corporate purpose of the Holding is strictly limited to the holding of Securities of the Company and asset management,

ii. the legal entity issues no other securities than ordinary shares and the share capital and voting rights of the legal entity are 100% owned by the relevant Founder, or by the Holder, and by his/her husband/spouse (or the person with whom he/she is related by a *pacte civil de solidarité*), or his/her relatives in descending line provided that the relevant Founder, or the Holder, shall in addition hold at least 75% of the share capital and voting rights of the considered Holding (except in case of death of the relevant Founder or of the Holder).

iii. the relevant Founder, or the Holder, is (and shall remain) the legal representative of the Holding (except in case of death of the relevant Founder or of the Holder),

iv. the articles of association or other rules governing the Holding in matters of majority and quorum of its corporate bodies are such that the vote in favor of the relevant Founder, or in favor of the Holder, is both required and sufficient to approve and take all decisions at the level of any corporate body (including shareholders' meetings) of the Holding,

v. the relevant Founder and the Holder commit (and shall cause their relatives referred to in paragraph (ii) above) not to grant or receive any guarantee including pledge, mortgage, lien, charge, encumbrance or security interest on the shares of the legal entity or grant to anyone other than the Investors of the legal entity a right on their shares, and that

vi. the registered address or place of incorporation of the Holding is located in France or in Europe, Switzerland, the United Kingdom and the United States of America;

"**Industrial Investor**" means any entity other than a Fund;

"**Investors**" has the meaning ascribed to it in Schedule 1;

"**IPO**" means the first listing (*cotation*) (or any de SPAC transaction, or any other form of listing, registration or public offering) of all or part of the Shares on a French, German or English regulated market (*marché réglementé*), the Euronext Growth market of Euronext in Paris, the Nasdaq, the New York Stock Exchange in the United States of America, or any other recognized market agreed upon by the Main Shareholders in the conditions set forth in the Shareholders' Agreement;

"**Ordinary Shares**" means the ordinary Shares (as opposed to any preferred Shares) of the Company, excluding for the purpose of this Contractual Undertaking, the Round 1 Shares and the Seed Shares;

"**Round 1 Shares"** means the ordinary Shares named "Round 1", for identification purposes, issued or to be issued by the Company and hold by the Investors;

"**Security**" means:

(a) the Shares;

(b) all securities (*valeurs mobilières*) or other rights giving a right to subscribe to the share capital of the Company, in any manner whatsoever and whether immediately or on a due date, including but not limited to stock-options (*options de souscription ou d'achat d'actions*) and founders' warrants (*bons de souscription de parts de créateurs d'entreprise*);

(c) any preferential subscription rights attached to the Shares or Securities referred to in paragraph (b) above, in case of any issuance of Shares or of Securities giving access to the share capital of the Company; and

(d) any right to receive free Shares or other Securities attached to the Shares and other Securities referred to in paragraph (b) above, for any reason whatsoever.

"**Series Seed Shares**" means the ordinary Shares named "Seed" for identification purposes issued or to be issued by the Company and hold by the Investors;

"**Shareholder(s)**" means any person who, at a given time, holds Shares of the Company;

"**Shareholders' Agreement**" means the shareholders' agreement entered into between the Main Shareholders'

"**Shares**" means the shares issued or to be issued by the Company and composing its share capital as at the relevant date (including non-voting preferred shares hold by the Holder resulting from the conversion of Holder's Shares pursuant to article 2.2);

"**Third Party**" means, at any given date, any person or entity which is not a Party on such date;

"**Transfer**" means, in relation to any Security or shareholder loan, any kind of transfer or disposal of the full ownership, the partial ownership (*propriété démembrée*) or the beneficial ownership of such Security or shareholder loan, being free of charge (*à titre gratuit*) or for consideration (*à titre onéreux*), voluntary or not, including, but without limitation, the sale, the exchange, the gift (*donation*), the contribution, the merger or any similar operation, the spin-off, any operation entailing a global transfer of assets (*transmission universelle de patrimoine*), the allocation of assets further to a distribution of assets or a winding-up, the creation of any Encumbrance, security, guarantee, the transfer resulting from death or liquidation of common property between spouses (*liquidation de communauté entre époux*) and the transfer of the preferential subscription rights (*droit préférentiel de souscription*) attached to any Security. The verbal form "transfer", even where it is not capitalized (except in such case where it is not used in relation to Securities) shall be interpreted accordingly.

1.2 Interpretation

In this Contractual Undertaking, a reference to:

(a) a Clause, article or Schedule, unless the context otherwise requires, is a reference to a Clause or article of, or a Schedule to, this Contractual Undertaking;

(b) any word followed by a translation into French shall be specifically construed with the French meaning of such word;

(c) unless the context otherwise requires the singular shall include the plural, and vice versa, and one gender shall include any gender;

(d) any statutory provision or statute includes all modifications thereto and all re-enactments (with or without modification) thereof and all subordinate legislation made thereunder, in each case for the time being in force, except where the context requires otherwise;

(e) a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having a separate legal personality);

(f) unless the context otherwise requires, a document is a reference to that document as amended, restated, varied, novated, supplemented or replaced in accordance with its terms from time to time (other than in breach of the provisions of this Contractual Undertaking);

(g) "including" or "includes" or any similar expression shall be deemed to mean "including without limitation" or "includes without limitation;" and

(h) unless the context otherwise requires, references to a “day” shall mean a calendar day, and to a “calendar year” shall be to a calendar year commencing on 1 January.

2. Governance

2.1 Exercise of the voting rights of the Holder

2.1.1 To give effect to the Governance Compromise, the Holder agrees, upon exercise of its BSPCE leading to the Holder effectively holding the Holder’s Shares, in all shareholders decisions (whether at a meeting (*assemblée générale)* in person, by visio or audio conference, or through a private deed (*acte sous seing-privé)* including by electronic signature), to vote in strict accordance with the instructions provided by the President of the Company, as communicated to the Holder at least five (5) days before the shareholders decisions, via e-mail and text message.

2.1.2 The email containing the voting instructions will include:

i. A clear description of the matter to be voted on;

ii. The specific voting directive (e.g., "for," "against," "abstain"); and

iii. The deadline by which the Holder must cast their vote.

1.1.1 The Holder undertakes, upon exercise of its BSPCE leading to the Holder effectively holding the Holder’s Shares, to vote at every shareholders’ decisions and further undertakes that its vote will be submitted as soon as possible and no later than by the deadline specified in the email, subject to the respect of the five (5) days prior notice referred to in article 2.1.1. In the event that the Holder is unable to vote within the specified timeframe, the Holder must notify the President immediately and provide a valid reason for the delay.

2.1.3 The Holder acknowledges and agrees that compliance with this voting agreement clause is a condition of his shareholder voting rights. Any breach of this clause by the Holder may only result in the suspension of voting rights of the Holder.

2.2 Conversion of the Holder’s Shares

2.2.1 In consideration of the Governance Compromise, the Parties acknowledge that it is their mutual intention to convert the Holder's Shares into the same number of non-voting preferred shares, benefiting from the same rank currently applicable to the shares of the Holder (i;e Ordinary Shares), as soon as reasonably practicable after the execution of this Agreement, and no later than as part of the shareholder resolutions pertaining to a capital increase in connection with the Company's next financing round (subject to the Holder having exercised its BSPCE at such date). Without prejudice of provisions of the clause 2.2.3, the provisions referring to non-voting preferred shares in clause 5.2 (in particular 5.2 (d) and the paragraph below the 5.2 (d)) are agreed by the Parties to ensure this benefit from the same rank in the waterfall stated in the present clause 2.2.1.

2.2.2 Consequently, the Parties commit to take all reasonable actions and make all necessary effort to facilitate the conversion of the Holder’s Shares into non-voting preferred shares. In particular, the Parties commit to:

i. Executing any documents or agreements required to effectuate the conversion;

ii. Providing any necessary consents or approvals; and

iii. Cooperating with the Board and the Company's legal and financial advisors.

2.2.3 The Holder's non-voting preferred shares will be automatically converted into Ordinary Shares (i.e. recovery of suspended voting rights) (i) upon receipt of a Transfer Notice, Tag Notice (that includes the case of a sale (vente) referred to in clause 5), Drag Along Notice, (ii) on the date of the decision of the relevant corporate bodies of the Company to implement any project of contribution, merger, voluntary or compulsory liquidation or winding up of the Company, referred to in clause 5, (iii) on the date of the decision of the relevant corporate bodies of the Company to implement an IPO project or on the date of the decision of the Main Shareholders to accept an Offer, referred to in clause 6.

Each of the Main Shareholder (in particular those in charge of the management of the company among the Founders) shall vote and shall take any actions and corporate measures to ensure the effectiveness of the above-mentioned right of conversion in Ordinary Shares.

3. Transfer of Securities

3.1 General Rules on Transfers of Securities

(a) The Parties undertake not to Transfer all or part of its Securities other than in strict compliance with this Contractual Undertaking.

(b) The pre-emptive rights, the Tag-Along Right, the Drag-Along Option and Parties' undertakings in the "Liquidity" and the rights in case of sale or merger of the Company referred to in Clauses 3 to 5 of the Contractual Undertaking shall not only apply to the Shares, but also to any Securities issued or to be issued by the Company, as the case may be.

Where required to be determined for the purposes of this Contractual Undertaking, the fair market value of any option or warrant issued by the Company shall correspond to the fair market value of each Share to which such instrument would give right by way of exercise, deduced by the exercise price required to be paid to subscribed to such Share, and then multiplied by the maximum number of Shares to which each option or warrant entitles its holder in case of exercise.

(c) Any Securities shall be Transferred free from any Encumbrances and be carried out along with the Transfer of any shareholder loan(s) (*prêt d'actionnaire* or *avance en compte courant*) extended by any Transferor, it being agreed that such shareholder loan(s) shall be transferred on the same date that the Securities are Transferred, for its(their) nominal value plus any accrued interest as at the date of the Transfer.

(d) The Company undertakes (and the Founders undertake to procure, as long as they will be CEO or general manager (as applicable), and/or employees of the Company with appropriate corporate powers) that all Securities held by the Holder and all Transfers effected by the Holder be timely and accurately registered, at all times while this Contractual Undertaking is in effect, in the individual shareholders accounts (*comptes individuels d'actionnaires*) and shareholders' transfer registry (*registre des mouvements de titres*) held by the Company.

(e) Any Party who is considering the Transfer of all or part of its Securities (a "**Transferor**") to any other person (a "**Transferee**"), other than pursuant to a Free Transfer, shall inform the other Parties and the Company of the contemplated Transfer by written notice (the "**Transfer Notice**") that shall namely specify (i) the identity and the quality of the Transferee (Party or Third Party), (ii) the identity of the person ultimately controlling the Third Party (as the case may be), (iii) the number of Shares or other Securities which Transfer is contemplated, (iv) the price offered by the Transferee (or, if consideration is not entirely in cash, a good faith estimate by the Transferor of the cash fair market value of the non-cash consideration), (v) a

description of the transaction upon which the Transfer is to be effected, and (vi) the extent to which the proposed Transfer, as the case may be together with other Transfers, shall entitle the Holder to exercise his Tag Along Right (as defined in Clause 3.6).

(f) The Parties expressly agree that the Investors and the Holder may not be obliged to give any representation or warranty (other than the usual representations and warranties relating to the ownership and the free transferability of the Transferred Securities granted without solidarity), to give any off-balance sheet undertaking, to accept any non-compete undertaking, non-solicitation undertaking or other similar restrictive covenant or accept any payment deferral in the context of any Transfer of their Securities, notwithstanding the fact that other Parties may have done so. Notwithstanding the above, should the transaction documentation require an escrow deposit to be formed in the event of a change of Control of the Company, the Investors shall participate in such escrow deposit proportionally to their respective share of the sale proceeds in the Company (for a limited amount of money and on a limited period of time).

3.2 No Encumbrances

The Parties further agree that, throughout the duration of this Contractual Undertaking, no Encumbrance shall be granted on its Securities of the Company.

3.3 Free Transfers

Notwithstanding anything to the contrary contained herein, the following Transfers of Company's Securities by:

(i) the Holder or by any Founder to his/her Holding,

(ii) made by the Holder pursuant clauses 3.6 (Tag-Along Right), 6 (Liquidity) and acting as a promisor under Clause 4 hereof,

(iii) in the event of the company buying back is own shares,

shall not be restricted and consequently shall not trigger the pre-emptive right provided in Clause 3.5 below ("**Free Transfers**"), provided that:

- the Transferor shall have informed the other Parties and the Company by giving prior written notice of its intent to effect such Transfer so that the other Parties may verify that such Transfer constitutes a Free Transfer pursuant to this Agreement;

- the Transferee, unless already a Party to this Agreement, has entered into a Deed of Consent, as the case may be, no later than upon the completion of the Transfer as provided in Clause 12.8.2 hereof;

3.4 Reciprocity of the Tag-along right with other contractual undertakings

If one or several minority shareholders, who (is)/(are) not a party(ies) to this Agreement, consider(s) to Transfer any or part of its Securities of the Company to a Party (other than Resonance) or a Third Party Transferee and that as a result of such Transfer, such Party or Transferee would hold, directly or indirectly, more than 50% of the share capital and/or voting rights of the company, the Main Shareholders undertake (i) to carry out all necessary actions to make sure that the Holder is able to exercise its Tag-Along Right mentioned in Clause 3.6 in the same way as it would have been able to if the relevant minority shareholders were parties to this Agreement (being expressly specified that, mutatis mutandis, the number of Securities the Holder intends to Transfer exercising its Tag Along Right must be treated,

understandably, as "additional Securities that may be Transferred " pursuant to Clause 3.5.2 (a) which are part of the Offered Securities pursuant to Clause 3.5.2 (b) ; as a consequence any Main Shareholders who will exercise a preemptive-right he might have on the minority shareholder's shares must pre-empt the said number of Holder's Securities pursuant, mutatis mutandis, the provisions in Clause 3.5), and (ii) that they will benefit of the rights to do so against any minority shareholder.

3.5 Pre-emptive rights

3.5.1 Principles

If, at any time, the Holder (for the purposes of this Clause 3.5, the "**Transferor**") wishes to Transfer any or all of its Securities of the Company to a Party or to a Third Party (for the purposes of this Clause 3.5, the "**Transferee**"), the Transferor must offer such Securities (for the purposes of this Clause 0, the "**Offered Securities**") to the other Parties (the "**Beneficiaries**"), by sending a Transfer Notice.

Among the Beneficiaries, the Investors (except from Mr. François Leblanc and BSF 2 Advisor LP) shall benefit from a first rank pre-emptive right (on a pro rata basis of their Series Seed Shares shareholding) and the other Shareholders from a second rank pre-emptive right.

The Holder acknowledges and agrees that the sending of such Transfer Notice to the Beneficiaries shall constitute a unilateral promise (*promesse unilatérale de vente*) to sell the Offered Securities to the Beneficiaries upon the terms and conditions set forth in this Clause 3.5.

3.5.2 Procedure

(a) The Beneficiaries will have thirty (30) days as from receipt of the Transfer Notice (the "**Exercise Period**") to notify the Transferor and the Company of their intent to exercise their pre-emptive right, in which case, they shall specify the number of Offered Securities they intend to purchase and whether they wish to also purchase all or part of the additional Securities that may be Transferred pursuant to Clause 3.6, such additional Securities being in such circumstances deemed to be Offered Securities for the purpose of this Clause 3.6 (the "**Pre-emptive Notice**").

(b) The Beneficiaries' pre-emptive right may only be exercised in total in respect of all of the Offered Securities (including those that may be Transferred pursuant to Clause 3.6), i.e., for said pre-emptive right to be validly exercised, the number of Offered Securities offered to be purchased by all the Beneficiaries must be at least equal to the total number of Offered Securities.

(c) Accordingly:

(i) if the total number of Securities offered to be acquired by the Beneficiaries is equal or superior to the total number of Offered Securities (including those that may be Transferred pursuant to Clause 3.6), the Offered Securities shall, unless otherwise agreed between the Beneficiaries having exercised their pre-emptive rights, be transferred to the Beneficiaries having exercised their pre-emptive rights in proportion to the ratio of the number of Shares held by each of them to the total number of Shares held collectively by the Beneficiaries having exercised their pre-emptive rights, and within the limit of their respective offers;

(ii) if the combined offers of all the Beneficiaries fall short of the total number of Offered Securities (including those that may be Transferred pursuant to Clause 3.6), then no Beneficiary shall be entitled to exercise its pre-emptive

right hereunder and the Transferor may proceed to transfer the Offered Securities to the Transferee as set forth in paragraph (g) below.

(d) In case of exercise of the pre-emptive right, the purchase price of the Offered Securities shall be:

(i) where the consideration to be paid by the Transferee for the Offered Securities is entirely in cash (*numéraire*), the purchase price agreed upon by the Transferor and the Transferee, or

(ii) if the proposed Transfer involves consideration other than cash, the estimate of the cash fair market value of the consideration offered for the Offered Securities notified by the Transferor in the Transfer Notice or, in case of disagreement of one or more Beneficiaries on such estimate, the price determined by an expert in accordance with the provisions of paragraph 3.5.2(e) below.

(e) In the circumstances referred to in paragraph 3.5.2(d)(ii), in case of disagreement of one or more Beneficiaries on the estimate of the cash fair market value of the consideration offered for the Offered Securities notified by the Transferor in the Transfer Notice, such disagreement shall be notified to the other Parties within fifteen (15) days after the date of the Transfer Notice. The price of the Offered Securities shall then be determined by an expert (the "**Expert**") who shall be appointed by mutual agreement of the relevant Parties or, if such an agreement cannot be found within fifteen (15) days, by order of the *président* of the Paris commercial court (*Tribunal de Commerce de Paris*), holding in expedited procedure (*procedure accélérée au fond*), upon the request of the most diligent Party amongst the relevant Parties, and who shall act pursuant to article 1843-4 of the French Civil Code (provided that in the event the Expert will not or cannot fulfill such mission, for whatever reason, another Expert shall be appointed in accordance with this paragraph). The Expert so appointed shall issue its report on the cash fair market value of the Offered Securities and notify it to Transferor and the Company (who shall notify it to the other Parties) within thirty (30) days from the date of its appointment.

Any disagreement duly notified shall cause any Pre-emptive Notice (as well as, as applicable, any exercise of any Tag Along Right) notified prior to the notification of the Expert's report to be void. In such case, all Beneficiaries may then exercise their preemptive-right, at the price determined by the Expert, and the Holder may then exercise his Tag Along Right (as applicable and pursuant to Clause 3.6), within fifteen (15) days of the notification of the price determined by the Expert (the "**Extended Exercise Period**").

The Transferor shall not benefit from any right of withdrawal, save for instances where the price determined by the Expert shall be inferior to the price offered in the Transfer Notice by the Transferor and provided that the Transferor shall have informed the Beneficiaries and the Company that it intends to cancel the proposed Transfer within five (5) days following the delivery of the Expert's report.

The Expert's fees shall be borne by the Transferor if the price determined by the Expert is inferior to the price proposed by the Transferor and by the disagreeing Beneficiary(ies) (pro rata to their respective holdings in the Company's share capital as applicable) in all other cases.

(f) In case any or all of the Beneficiaries exercise their pre-emptive right, the Transfer of the Offered Securities shall be completed, by the delivery of stock transfer forms and other documents (duly completed and executed) required for the transfer of

ownership and the registration of the Transfer in the Company's share transfer register in exchange for payment of the purchase price in cash, within thirty (30) days after the expiry of the Exercise Period (or, as the case may be, after the Extended Exercise Period if an Expert is appointed), provided that such time period may be extended as necessary for the implementation of any procedure required under applicable laws to effect such Transfer but any such extension may not result in a time period to effect the Transfer longer than six (6) months.

(g) In the absence of any offer to purchase the Offered Securities or if the combined offers of all the Beneficiaries fall short of the total number of Offered Securities, the Transferor may proceed with the proposed Transfer, and provided that the Transferor shall take the necessary measures if any Tag Along Right has been exercised, within the time period specified in the Transfer Notice or, if no time period has been specified in the Transfer Notice, within thirty (30) days after the expiry of the Exercise Period (or, as the case may be, after the Extended Exercise Period if an Expert is appointed), failing which the Transferor shall be bound to conform again to the provisions of this Clause 3.5.

3.6 Tag Along Right

3.6.1 Principle

Subject to the pre-emptive rights provided for in Clause 3.5 above, in the events that:

(a) one or several Parties (the "**Transferor Shareholder(s)**") consider(s) to Transfer any or part of its Securities of the Company to a Party (other than Resonance) or a Third Party Transferee and that, as a result of such Transfer, such Party or Transferee would hold, directly or indirectly, more than 50% of the share capital and/or voting rights of the Company; or

(b) one or several Transferor Shareholder(s) consider(s) to Transfer any or part of its Securities of the Company to an Industrial Investor Transferee without the prior consent of Resonance; or

(c) one or several Founder(s) (the "**Transferor Shareholder(s)**") consider(s) to Transfer, after expiration of the Lock-Up Period, to a Party or a Third Party Transferee, Securities and that, as a result of such Transfer, the aggregate Securities Transferred by Founder(s) from July 4th, 2023 would exceed 10% of the Securities held by all Founders as of the July 4th, 2023 except with the prior consent of Resonance;

(d) issuance of Share(s) (or other similar transactions) to a Party (other than Resonance) or a Third Party and that, as a result of which such Party or Third Party would hold, directly or indirectly, more than 50% of the share capital and/or voting rights of the Company; or

(e) issuance of Share(s) (or other similar transactions) to an Industrial Investor without the prior consent of Resonance,

the Holder (for the purposes of this Clause 3.6, the "**Beneficiary**") shall have a tag-along right, pursuant to which it shall be entitled to compel the Transferor Shareholder(s) to require the simultaneous acquisition by the contemplated Transferee, or failing that by the Transferor Shareholder(s), of all or part (at the Beneficiary sole option) of its own Securities on the same terms and conditions as offered to the initial Transferor Shareholder (the "**Tag-Along Right**").

In cases (d) and (e), (i) the Party(ies) who have voted in favor of the issuance of such Share(s) will bear the obligations of the Transferor Shareholder(s) and of the Transferee for the purpose of the Tag-Along Right and (ii) the price per Security payable by the Transferee(s) shall be determined, failing any agreement between the concerned Parties, by an expert appointed and acting as provided in Clause 3.5.2(e).

3.6.2 Terms and conditions of the Tag-Along Right

If the Beneficiary exercises its Tag-Along Right, the acquisition of its Securities must be completed at the same time as completion of the Transfer triggering such Tag-Along Right.

Accordingly, prior to the Transfer of any or all of its Securities and before making any commitment in respect of such Transfer, the Transferor Shareholder(s) shall secure the Transferee's irrevocable undertaking to purchase such Securities of the Beneficiary exercising its Tag-Along Right, on the same terms and conditions as offered by the Transferee to the Transferor Shareholder(s), subject to the provisions of clause 3.1 (f) above and taking however into consideration the provisions of Clause 5 below, and subject to the provisions of Clause 4.2.

Hence, in any event of a Transfer as described in Clause 3.6.1 above, the Transferor Shareholder(s) shall inform the Beneficiary in a transfer Notice which shall contain the same information as the Transfer Notice (the "**Tag Notice**") that the proposed Transfer referred to in said Tag Notice may result in the exercise of the Tag-Along Right provided for in this Clause 3.6.

If the Beneficiary wishes to exercise the Tag Along Right to which it is entitled:

- in the event of a Transfer as described in cases (a), (b) and (c) of Clause 3.6.1 above, it must notify then its exercise of such right by notice specifying the quantity and nature of the Company's Securities which it holds and which it wishes to Transfer within a period of thirty (30) days from the date of the Tag Notice (or, as the case may be, within fifteen (15) days from notification of the Expert report, as set forth in Clause 3.5.2(e) above);

- in the event of a Transfer as described in cases (c) and (d) of Clause 3.6.1 above, must then notify its choice to exercise such right by sending a notice to the Company and Transferor Shareholder(s) specifying the quantity and nature of the Company's Securities which it holds and which it wishes to Transfer within a period of thirty (30) days from the date of the decision to issue the Share(s) (or, as the case may be, within fifteen (15) days from notification of the Expert report, as set forth in Clause 3.5.2(e) above) (the "**Tag Exercise Period**").

In the event of exercise by the Beneficiary of its Tag-Along Right, the purchase price per Security payable by the Transferee will be the same price per Security as offered by the Transferee to the Transferor Shareholder(s), subject to the provisions of Clause 5 below.

The Transfer by the Transferor Shareholder(s) shall then take place within the time period specified in the Tag Notice or, if no time period has been specified in the Tag Notice, within thirty (30) days after the expiry of the Tag Exercise Period, failing which the Transferor Shareholder(s) shall be bound to conform again to the provisions of this Clause 3.6.

In order to ensure the purchase by the Transferee of the Securities the Beneficiary wishes to sell and payment thereof within said period, the Transferor Shareholder(s) shall only be entitled to transfer ownership of any of its Securities and receive the price therefor if the Transferee is simultaneously transferred ownership of, and pays the transfer price for, the Securities of the Beneficiary having exercised its Tag-Along Right.

In the event that the Securities of the Beneficiary having exercised its Tag-Along Right have not been acquired by the Transferee simultaneously with the Transfer by the Transferor Shareholder(s) in breach of the provisions of this Clause 3.6, and that the Shareholder Transferor has nevertheless Transferred any of its Securities to the Transferee, the Transferor Shareholder shall be bound to acquire the Securities of the Beneficiary having exercised its Tag-Along Right under the same terms and conditions as those stipulated above.

Finally, where in the course of a duly-notified Transfer the Holder shall not have exercised its Tag-Along Right, the Transferor Shareholder(s) shall proceed with the Transfer in strict compliance with the terms and schedule of the notified Transfer as set forth in the Tag Notice or, absent any such schedule, within thirty (30) days of the expiry of Tag-Along Right exercise periods, failing which the Transferor Shareholder(s) shall be bound, prior to any Transfer of its Securities, to conform again to the provisions of this Contractual Undertaking.

4. Drag Along Right

4.1 General Rules

It is hereby agreed that:

(a) should any Third Party, acting alone or in concert within the meaning of article L. 233-10 of the French commercial code (the "**Offeror**") offer to purchase at least ninety-five per cent (95%) of the share capital of the Company (an "**Offer**"), whether for cash and/or for Shares (e.g., a merger), and

(b) if such Offer is accepted by the Shareholders holding at least 50% of the share capital of the Company on a converted basis ((excluding shares issued under the incentive schemes and ratchet mechanism), and at least including Resonance),

the Holder (hereafter referred to as the "**Promisor**") then holding Securities shall, if so requested by the Parties having accepted the Offer (each, a "**Beneficiary**"), Transfer its Securities of the Company in accordance with the provisions of this article.

For this purpose, the Beneficiaries shall have the right to acquire (with the right to substitute the Offeror, without joint and several liability (*sans solidarité pour l'avenir*)) the Securities held by the Promisor and the Beneficiaries accept the benefit of this irrevocable promise to sell such Securities under conditions below (the "**Drag-Along Option**").

Should the Promisor hold rights to subscribe, acquire or receive Securities of the Company immediately or at a future date (i.e. in particular, as result of founder warrants (*BSPCE*)) (the "**Options**"), and except as otherwise decided by the strategic committee of the Company (the "**Strategic Committee**") upon a Qualified Majority vote (as this term is defined in the Shareholders' Agreement), it shall be committed hereunder to exercise any vested Options which can be exercised without losing the benefit of preferential tax regime attached to it, at the latest at the date of completion of the transaction resulting from the Offer. For any other Options, the Promisor shall be committed hereunder to exercise those Options within forty-five (45) days from the date those Options become vested, or, as the case may be, from the date such Options could be Transferred without losing the benefit of preferential tax regime attached to it, and Transfer the Shares resulting from the exercise of these Options, if requested by the Beneficiary, the Company or the Offeror. Failure to exercise or Transfer the resulting Shares in accordance with Clause 4.1, the Promisor undertake to waive any such Options in the future.

4.2 Drag Along Procedure

Any Beneficiary may call the Drag-Along Option if the conditions set forth in Clause 4.1 above are met, by written notice to the Promisor, which notice shall contain the same information as the Transfer Notice and confirm the acceptance of the Offer by the required percentage of Main Shareholders (the "**Drag Along Notice**").

If the Drag-Along Option is called in accordance with the terms provided for above, the Promisor undertakes to transfer its Securities to the Beneficiaries or to the Offeror in accordance with the terms and conditions (including price or other consideration, and if requested by the Offeror, customary undertakings that may be granted in a transaction of such

nature, subject to the exception provided for in clause 3.1 (f) above) of the Offer which shall have been notified to it, taking however into consideration the provisions of Clause 5 below. The fees and expenses of any external advisers (investment banks, lawyers, accountants, etc.) incurred by the Beneficiaries shall be borne by all the Parties *pro rata* to their respective portion of the consideration received in respect of such Transfer.

In the event that the Drag-Along Option has been validly called in accordance with the provisions of the present Clause:

(a) the Transfer to the Beneficiaries or to the Offeror of the Securities of the Promisor (and payment thereof) shall be carried out pursuant to the terms of the Drag-Along Notice and shall occur no later than three (3) months after the date of the Drag-Along Notice, provided that such time period may be extended as necessary for the implementation of any procedure required under applicable laws to effect such Transfer but any such extension may not result in a time period to effect the Transfer longer than six (6) months;

(b) The Transfer shall be conditional upon the delivery:

(i) to the Promisor, in case of a sale (*vente*), of a bank check (or any document evidencing the execution of a wire transfer) in an amount equal to the purchase price of its Securities (or, in case of a non-cash Transfer, of the equivalent cash consideration as indicated in the Drag Along Notice);

(ii) to the Beneficiaries or to the Offeror(s) duly completed and signed originals of (a) the stock transfer form (*ordre de mouvement*), requesting the Company to effect the Transfer of the relevant Securities to the Beneficiaires or to the Offeror(s), and (b) the relating tax form (*formulaire CERFA*) to be filed with connection with such Transfer.

Should any of the Beneficiaries validly exercise the Drag-Along Option and yet where the Promisor has defaulted in the execution of its obligations hereunder, any Beneficiary may (without prejudice to any additional damages that the Beneficiaries or the Offeror may claim) deposit the price of the Securities of the Promisor in escrow at the Escrow. In such case, the mere remittance to the Company of a copy of the Drag-Along Notice and a receipt from the Escrow shall be deemed a duly executed transfer order and shall cause the Company, which the Company hereby accepts, to register the corresponding transfer of Securities in the shareholders registry (*registre des mouvements de titres*) and the relevant individual shareholders' accounts (*comptes individuels d'actionnaires*).

Provisions of clause 3.5 shall not apply in case of a Transfer pursuant to clause 4.

5. Priority Allocation in the event of an Exit

5.1 Principles

Each Party hereby agrees and acknowledges that the provisions in this Clause 5 have been negotiated and are meant to protect the legitimate economic interests of the Parties in consideration, in particular, of the price paid for their Securities. Consequently, the Parties undertake to use their best efforts to ensure that said provisions will be strictly complied with by all Parties and any interested Third Party.

Consequently, the Parties undertake to inform any contemplated Third Party Transferee of the provisions of this Clause 5 and the resulting allocation of the Exit Proceeds (as defined below) among the Shareholders.

The Parties acknowledge and agree that the contemplated Third Party Transferee shall pay each of the Shareholders (including the Holder) their share of the Exit Proceeds resulting from the allocation rules set forth in this Clause 5 and as such expressly undertake (i) not to enter into any agreement which would contravene or be inconsistent with the terms of this Clause 5, including that would require that the Shareholders transfer each other portions of their respective Transfer price to respect the allocation set forth herein, and (ii) more generally, not to accept any consideration which would not be consistent with the allocation rules set forth in this Clause 5.

5.2 Sale of the Company

In case of a sale (*vente*) to one or several Third-Parties or to one or several Parties acting alone or in concert within the meaning of article L. 233-10 of the French Commercial Code of a number of Shares representing more than 50% of the share capital or voting rights of the Company (a "**Sale**"), the portion of the total Sale price (the "**Sale Price**") payable to Parties who are amongst the sellers (the "**Selling Parties**") shall be allocated amongst the Selling Parties as follows:

(a) first, the nominal value of the sold Shares shall be allocated among all the Selling Parties pro rata the number of Shares respectively sold by each of them in the Sale (the amount per Share being hereafter referred to as the "**Step 1 Price**");

(b) then the balance after allocation of the Step 1 Price as per paragraph (a) above will be allocated among the Selling Parties holding Series Seed Shares, up to an amount per Series Seed Share respectively sold by each of them in the Sale equal to the Series Seed Preferred Amount reduced by the Step 1 Price; or pro rata the maximum amount respectively due to each of them pursuant to this paragraph, in case the balance available for allocation under this paragraph (b) would be lower than the total Series Seed Preferred Amount (the amount per Share being hereafter referred to as the "**Step 2 Price**");

(c) then the balance after allocation of the Step 1 Price and the Step 2 Price as per paragraphs (a) and (b) above will be allocated among the Selling Parties holding Round 1 Share, up to an amount per Round 1 Share respectively sold by each of them in the Sale equal to the Round 1 Preferred Amount reduced by the Step 1 Price; or pro rata the maximum amount respectively due to each of them pursuant to this paragraph, in case the balance available for allocation under this paragraph (c) would be lower than the total Round 1 Preferred Amount (the amount per Share being hereafter referred to as the "**Step 3 Price**"); and

(d) then, the balance, if any, will be allocated, among the Selling Parties holding Ordinary Shares (and non-voting preferred shares if the Holder's holds such shares and that these non-voting preferred shares, for any reason, were not converted in -with subsequent changes in the shareholders register and individual shareholder account of the Holder – in Ordinary shares pursuant to clause 2.2.3 of the Agreement) (i.e., for the avoidance of doubt, any Shares other than the Series Seed Shares and the Round 1 Shares); or pro rata the number of Ordinary Shares (and non-voting preferred shares if the Holder's holds such shares and that these non-voting preferred shares, for any reason, were not converted in -with subsequent changes in the shareholders register and individual shareholder account of the Holder – in Ordinary shares pursuant to clause 2.2.3 of the Agreement) (i.e., for the avoidance of doubt, any Shares other than the Series Seed Shares and the Round 1 Shares) respectively sold by each of them in the Sale.

In any event, whatever the price per Share proposed by the relevant purchaser, the Selling Parties holding Round 1 Shares and/or Seed Shares shall not, as a result of the provisions set forth above, receive a portion of the Sale Price in respect of the Round 1 Shares and Seed

Shares lower than the amount that they would have received in respect of the Round 1 Shares and Seed Shares had the Sale Price been allocated amongst the Selling Parties pro rata the number of Shares Transferred by each of them (i.e. without applying the specific allocation rules of the Sale Price set forth in this Clause 5.2). As a consequence, any holder of Round 1 Shares and Seed Shares shall have the right at any time to decide to waive its right to benefit from these specific allocation rules of the Sale Price. In such event, the Round 1 Shares and/or Seed Shares held by such holder shall have the same financial rights as the Ordinary Shares (and non-voting preferred shares if the Holder's holds such shares and that these non-voting preferred shares, for any reason, were not converted in -with subsequent changes in the shareholders register and individual shareholder account of the Holder – in Ordinary shares pursuant to clause 2.2.3 of the Agreement) of the Company in the context of the allocation of the Sale Price.

For the purposes of this Contractual Undertaking:

- "**Round 1 Invested Amount**" shall mean, at any given time, in respect of any holder of Round 1 Shares, the total amount paid by such holder (or, in the event of a sale, by the initial holder of the relevant Round 1 Shares) to acquire such Round 1 Shares, divided by the total number of Round 1 Shares held by such holder (*i.e.* EUR 92.86 per share for the Round 1 Shares, as adjusted to take into account any split or grouping (*division* or *regroupement*) of Shares or similar event taking place after the date hereof); and

- "**Seed Invested Amount**" shall mean, at any given time, in respect of any holder of Seed Shares, the total amount paid by such holder (or, in the event of a sale, by the initial holder of the relevant Seed Shares) to acquire such Seed Shares, divided by the total number of Seed Shares held by such holder (*i.e.* EUR 171.22 per share for the Series Seed Shares, as adjusted to take into account any split or grouping (*division* or *regroupement*) of Shares or similar event taking place after the date hereof).

Each Party undertakes to take all reasonable actions within its respective powers to apply and comply with the provisions of this Clause. In particular, any Transfer agreement giving rise to the application of this Clause shall contain a specific provision to allow the proceeds to be allocated in accordance with this Clause 5.2.

If the shares of the Holder are converted into non-voting preferred shares pursuant to article 2.2 of this Agreement, the Main Shareholders undertake that they will amend the Shareholders' Agreement so that the non-voting-preferred shares benefit in the Shareholders Agreement from the same rank than to the rank currently applicable to the shares of the Holder (i.e. Ordinary Shares) pursuant to the provisions ensuring such benefit in the Agreement.

5.3 Contribution or merger of the Company

In case of a (i) contribution (*apport*) of 50% or more of the share capital of the Company to any Party or Third Party or (ii) merger of the Company in which the Shares outstanding immediately prior to such merger would not be converted into or exchanged for at least a majority of the outstanding shares of the surviving company (each a "**Merger**"), the shares newly issued (the "**Merger Shares**") to the Transferring Parties and signatories of a contractual undertaking substantially in line with the Contractual Undertaking (together the "**Transferring Parties**") by the corporation benefiting the contribution or the surviving company, as the case may be (each the "**Surviving Company**"), in exchange for the Shares transferred to it by the Transferring Parties in the Merger shall be allocated among the Transferring Parties following the same allocation rules as set forth in Clause 5.2 hereabove, *mutatis mutandis*.

Where such Merger Shares could not be allocated in compliance with the allocation rules as set forth in Clause 5.2 hereabove, each of the Parties which does not hold any Round 1 Shares

and/or Seed Shares hereby agrees that it will Transfer, for a symbolic price of one (1) euro, a number of Merger Shares corresponding to the difference between the number of Merger Shares actually received by a holder of Round 1 Shares and/or Seed Shares in the context of the Merger and the number of Merger Shares to which such holder would have been entitled had the allocation rules set forth in Clause 5.2 been applied.

In the context of a Merger, the price or cash fair market value of each Merger Share shall be determined by the Strategic Committee upon a Qualified Majority vote (as this term is defined in the Shareholders' Agreement).

If a Qualified Majority vote (as this term is defined in the Shareholders' Agreement) cannot be reached, the Strategic Committee shall appoint in the capacity of expert an investment bank or other financial intermediary of international standing familiar with the Business, which mission shall be to evaluate the Company and the Surviving Company to determine the price or cash fair market value of each Merger Share for the purposes of this Clause 5.3. The Parties shall be bound by such expert's conclusions.

The Parties shall only approve or cause their representatives to approve and sign the Merger agreement (*traité d'apport ou de fusion*) if it includes the provisions necessary to the implementation of this Clause 5.3.

5.4 Asset transfers

In the event of a sale of all or substantially all of the Company's assets or business, the Parties undertake to vote and take any further action within its power so that the Company is promptly wound-up if the Resonance so require and the net assets (*boni de liquidation*) of the Company are allocated between the Shareholders in accordance with the provisions of Clause 5.5.

5.5 Net assets (*boni de liquidation*)

In case of voluntary or compulsory liquidation or winding up of the Company, the net assets (*boni de liquidation*) available, if any, after repayment of the Company's creditors shall be allocated among the then shareholders of the Company in accordance with the preference principles set forth in Clause 5.2. Further, if said liquidation preference clause cannot be enforced for any reason, the Parties undertake to vote and take, as the case may be, any further action within their respective power in order to achieve an allocation of the above-mentioned net assets (*boni de liquidation*) consistent with the terms of said preference scheme.

6. Liquidity principles

The Parties will use their best efforts to obtain any form of liquidity for the Securities, through in particular, but not limited, an industrial sale or to other investor or an IPO, no later than 31 December 2028.

Due to the timing required to complete a selling process or an IPO, if no IPO has occurred or if the Investors have not Transferred all of their Securities before 31 December 2028, the Parties may require, upon request of Resonance in the conditions set forth in the Shareholders' Agreement, at any time after that time that the Company be sold, or that the Company implement an IPO (the latter if the market conditions so allow).

To this effect, an investment bank or other financial intermediary of national or international reputation (the "**Agent**") shall be appointed by the Main Shareholders (pursuant to any agreement between them regarding this appointment) to find a purchaser for all the Securities.

The compensation of the Agent as well as the fees and expenses of any other external advisors shall be borne by all the Parties (and the signatories of a contractual undertaking substantially in line with the Contractual Undertaking) pro rata to the proceeds received for the Transfer of their Shares and Securities, for the part of such fees and expenses which are not borne by the Company as the case may be.

Once the Agent has identified one or several potential offers to purchase 100 % of the Securities (each, an "**Offer**"), it shall notify the Parties, the Strategic Committee and the president of the Company of this occurrence.

If the Main Shareholders wish to accept the Offer (pursuant to any agreement between them regarding this acceptance), the Holder shall be bound to Transfer to the potential transferee all of their Securities, according to the price, terms and conditions of the offer that was received, subject to the provisions of clause 3.1 (f) above and to the provisions of Clause 5.2. All general provisions of Clause 4.2 hereabove shall apply *mutatis mutandis* to the contemplated Transfer.

7. Non-Compete and Non-Solicit

7.1 For the avoidance of doubts, it is reminded that the Holder has been freed of the non-compete undertaking provided for in shareholders' agreement entered into between the Parties on 4 July 2023 (the "**SHA**") by decision of the Board of Directors dated [_].

7.2 Notwitstanding Clause 10 below, the Non-Sollicit applicable to the Holder pursuant to the SHA shall however remain fully applicable and the Holder shall remain subject, pursuant to the terms of the SHA, to the non-solicit undertakings provided for in the SHA.

8. Term and duration of the Contractual Undertaking

8.1 This Contractual Undertaking shall come into effect on the Completion Date and remain in full force during a period of fifteen (15) years from the date of its entering into effect and shall then be tacitly renewed for five (5) year periods, unless terminated by the Parties at the end of the then current fifteen-year or five-year contractual period, with a twelve (12) months prior written notice.

8.2 Any Party shall cease to have any rights or be bound by any obligations under this Contractual Undertaking from the date on which such Party cease to hold any Securities except that:

(a) such Party shall continue to the bound by Clauses 7, 10, 13, 14 and 15 of this Contractual Undertaking;

(b) the Parties' rights and obligations which have accrued under this Contractual Undertaking as at that date shall not be affected.

8.3 Notwithstanding any provision to the contrary, the Contractual Undertaking shall automatically terminate immediately before an IPO, or once the Holder cease to hold any Securties.

8. Attorney

8.1 In order to guarantee the exercise of the rights which the Parties mutually grant to each other and to give full effect to the Contractual Undertaking, the Parties agree to designate, jointly and irrevocably, the Company as their common attorney in charge of administrating the Contractual Undertaking (the "Attorney").The Company is entering into this Contractual

Undertaking specifically to accept this powerof attorney of common interest, in accordance with the following provisions.

8.2 As the administrator of the Contractual Undertaking, especially empowered by the Parties for the duration of the Contractual Undertaking as provided in Clause 10.1 above:

(i) only the Attorney will be allowed to deal with and, as the case may be, to enforce the transfer orders (*ordres de mouvement*) issued by the Parties and relating to the Securities;

(ii) the Attorney shall register a transfer order only after ensuring that the procedures provided for in the Contractual Undertaking have been complied with and that the execution of the transfer order may be completed;

(iii) the Attorney shall record adhesions to the Contractual Undertaking as provided for in Clause 12.8.2 below;

(iv) the Attorney will collect by all means the unanimous decisions of the Parties relating to the amendment, modification or waiver of any of the provisions hereof and will implement, as the case may be, the resulting changes to the Contractual Undertaking;

(v) the Attorney, in the event described in article 2.2.3, ensures the Holder of the changes to be made accordingly in the shareholders register and in the Holder's individual shareholder account.

8.3 This power of attorney shall apply to all of the Securities held by the Parties.

9 Confidentiality

For the purposes of this Contractual Undertaking, "**Confidential Information**" shall mean information which:

(a) is contained or referred to in the reporting documents communicated by the Company or its representatives to a Party and which is of a commercially sensitive nature or relates to business forecasts, arrangements with customers, suppliers, distributors and commercial partners, non-public safety records, litigation records, personnel records and internal accounting records;

(b) was obtained by the Holder in his capacity as CEO or Board Member of the Company prior to its termination, as part of the exercise of its duties;

(c) is contained in this Contractual Undertaking (or in any document summarizing or explaining the terms of this Contractual Undertaking) or any agreement or arrangement entered into pursuant to, or in connection with, this Contractual Undertaking (or in any document summarizing or explaining the terms of any such agreement or arrangement).

The definition of Confidential Information does not include any information which:

(a) has been made public, or was public before having been received by, or communicated to, a Party other than as a result of a non-authorized disclosure by a Party;

(b) has been received by a Party from a third party (other than a third party acting on behalf or on the request of a Party) which, to the best knowledge of such Party, is not bound with a contractual or fiduciary obligation not to disclose the concerned information;

(c) shall be disclosed in accordance with applicable law and regulations, or pursuant to any request from administrative or judicial authorities, but only to the extent of the information which shall mandatorily be disclosed;

(d) shall be disclosed by a Party that benefit from a preference pact (*pacte de préférence*) with respect to any interrogation action (*action interrogatoire*) pursuant to article 1123 of the French Civil Code in order to assert its rights;

(e) has been provided to a Third Party in connection with and for the purposes of Clause 5 of this Contractual Undertaking.

During the term of this Contractual Undertaking and after termination or expiration of this Contractual Undertaking, each Party shall:

- keep Confidential Information disclosed to it confidential;
- not disclose Confidential Information to any person other than with the prior written consent of the other Parties; and
- not use Confidential Information for any purpose other than the performance of its obligations under this Contractual Undertaking, unless it can be shown by that such use does not and is not reasonably likely to prejudice any Party or the Parties.

Notwithstanding the above, any Party may disclose Confidential Information to its advisors, and shall procure that its advisors are informed of, and comply with, the obligations provided in the present Clause 0, and it being specified that any Party which is an investment fund may communicate to the competent bodies, officers, and employees of the companies managing or advising such investment fund, the Confidential Information required to allow them to make decisions upon matters relating to the Company. In addition, any such Party which is an investment fund may communicate to its shareholders, limited or general partners or members (and, in the case of investment funds which are investment companies, the limited or general partners or members of the shareholders of such investment companies, their directors, employees or professional advisers and the directors, employees or professional advisers of their management or advisory companies), any Confidential Information required to be communicated to them under applicable law or pursuant to such Party's internal rules, policies and reporting obligations.

10. Termination of the Company's shareholders agreement in relation to the Holder

10.1 In relation to the SHA, each Party unconditionally and irrevocably agrees that this Agreement replaces and supersedes the SHA in relation to the Holder and that, in relation to the Holder only and specifically, the SHA shall terminate in full immediately and that all rights and obligations of the Parties towards the Holder (and reciprocally) under the SHA shall cease to be of any force and effect. For the avoidance of doubts, the Holder therefore renounces to any rights he benefited from as an Operating Founder as part of the SHA.

10.2 The Parties hereby release and discharge the Holder, and the Holder hereby release and discharge the other Parties from all claims, rights, demands, liabilities, obligations and actions of whatsoever nature in respect of, arising out of or in any way relating to the SHA.

11. Supremacy of this Contractual Undertaking

If there is any conflict or inconsistency between the provisions of this Contractual Undertaking and the by-laws of the Company or the by-laws of a Subsidiary, this Contractual Undertaking shall prevail as between the Parties hereto.

Where such a conflict or inconsistency exists, each Party shall procure that the relevant by-laws are amended to the extent required to give effect to the provisions of this Contractual Undertaking.

Unless otherwise expressly provided for in this Contractual Undertaking, this Contractual Undertaking shall supersede all prior agreements with respect to matters covered in this Contractual Undertaking (if any).

12. General

12.1 Further Undertakings of the Parties

Each of the Parties hereby undertakes to make all reasonable efforts to take all measures or to ensure that all measures necessary or useful are taken in a timely manner for the completion of the transactions contemplated under this Contractual Undertaking, in good faith.

12.2 Amendments

No amendment or variation of this Contractual Undertaking shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

12.3 Substitution

The Investors may substitute any of its Affiliates for the purpose of any provision of this Contractual Undertaking and may in particular transfer to any of its Affiliates any preferential subscription right in the context of an issuance of Securities, provided that such Affiliate has executed a Deed of Consent as Investor.

12.4 Specific performance (*exécution forcée*) and sanctions

The Parties acknowledge and agree that, in case of breach of their respective undertakings under this Contractual Undertaking, (a) monetary damages would be an inadequate remedy for a breach by a Party of its obligations hereunder and (b) in addition to being entitled to exercise all of its rights granted by law or this Contractual Undertaking, including recovery of damages, the non-defaulting Party shall therefore be entitled to specific performance (*exécution forcée en nature*) of such rights, in order to obtain the full completion of the obligations provided herein.

In particular, each Party having granted any promise or undertaking to sell or purchase Securities under this Contractual Undertaking hereby acknowledges (i) that such promise or undertaking is definitive and irrevocable and cannot be withdrawn as provided for in article 1124 of the French Civil Code and (ii) that it has already given its definitive and irrevocable consent to the sell or purchase such Securities on the terms and conditions set forth in this Contractual Undertaking. As such, each Party further acknowledges that, in case of breach of such promise or undertaking, the relevant non-defaulting Party shall be entitled to specific performance (*exécution forcée en nature*) of its rights.

In addition, the Parties hereby waive the application of the end of article 1221 of the French Civil Code and, as such, agree that the creditor of an obligation shall be entitled, after formal notice, to specific performance (*exécution forcée en nature*), even if there is a clear disproportion between the costs of such specific performance for the debtor and its benefit for the creditor.

12.5 Risk of hardship

Each Party hereby declares to assume the risk of change in circumstances which could not have been predicted at the time of this Contractual Undertaking, and hereby waives the application of article 1195 of the French Civil Code in case of occurrence of such change in circumstances.

12.6 Rights and obligations under this Contractual Undertaking

The failure to exercise or delay in exercising a right or remedy under this Contractual Undertaking shall not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under this Contractual Undertaking or by law shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

The rights and remedies contained in this Contractual Undertaking are cumulative and not exclusive of any rights or remedies provided by law.

12.7 Severability

Each of the provisions of this Contractual Undertaking is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of the other provisions of this Contractual Undertaking, or of that or any provision of this Contractual Undertaking in any other jurisdiction, except as provided by law.

The Parties undertake to replace any provision which has been declared invalid by a new provision which is valid and which intends to reproduce the intention of the Parties.

12.8 Holding Adhesion/New Parties to the Contractual Undertaking

12.8.1 Holding

(a) The Holder undertakes that his Holding shall satisfy the Holding Requirements as long as such Holding holds any Security of the Company.

(b) Each Founder, who is a natural person, undertakes insofar as she/he is concerned that his/her Holding shall satisfy the Holding Requirements as long as such Holding holds any Security of the Company.

(c) Each Founders, who is natural person, undertakes vis-à-vis the Holder that:

i. a principle of full transparency with respect to such Holding shall be applied so that the fact that certain Securities of the Company are indirectly held by such Founder through his Holding shall have no effect for the application of the provisions of this Agreement, in order to give full effect to such provisions as if such Securities were directly held by the relevant Founder (without any interposition of the Holding);

ii. Such Founder and his Holding shall be deemed to be a single party for the purposes of this Agreement and shall be jointly and severally liable under this Agreement, and the fact that certain Securities of the Company are indirectly held by such Founder through his Holding shall not limit any of the rights of the Holder under this Agreement;

iii; the Holding of any Founder shall be represented for the purposes of this Agreement by such Founder, and, accordingly, any notice or communication sent or received by such Founder shall be deemed to have been sent or received by such Founder on his/her own behalf and on behalf of his/her Holding.

(d) The Holder makes the same undertakings vis-à-vis the other Parties, as those made by the Founders vis-à-vis Holder as those mentioned in the (c) above.

(e) Should a Party (including the relevant Founder and the Holder) become aware of any breach of the Holding Requirements by any Founder's Holding or by the Holder, such Party shall promptly inform the Company and the other Parties of such event.

(f) In addition to and without prejudice to all other rights or remedies available, including the right to claim damages, in the event that the Holding of a Founder who is a natural person, or the Holding of the Holder, ceases to satisfy any of the Holding Requirements, and where such Founder, or the Holder, would not have remedied such situation or acquired all the Securities held by his/her Holding within thirty (30) days (any such Transfer within such period shall be deemed to be a Free Transfer), such Holding shall be deemed to have Transferred all of its Company's Securities and Clauses 3.5 and 3.6 of this Agreement shall then apply mutatis mutandis, the price of the Company's Securities to be acquired or transferred, as applicable, being determined, unless otherwise agreed by the relevant Parties, by an expert appointed and acting in accordance with the provisions of Clause 3.5.2 (e).

12.8.2 Should a Party decide to transfer one or more of its Securities to a Third Party, such Party undertakes to make said Third Party adhere to the Agreement no later than on the Transfer date; to the extent that it signs a Deed of Consent, the said Third Party shall thus become a Party for purposes of the Agreement and the Agreement shall benefit to and bind the said Third Party in the same manner as it did for the Transferor.

For this purpose, the Parties grant to the Company, an irrevocable power to record such adhesion in their name and on their behalf.

Accordingly, the mere signature by the Company of a Deed of Consent signed also by said Third Party shall be deemed signed by all Parties.

The Company shall also have all powers to modify the Agreement in order to insert therein the name of the Third Party and all the Parties shall be bound by the modifications so made. A copy of the amended Agreement shall then be sent by the Company to each of the Parties.

Failing for the Transferor to make the Third Party sign a Deed of Consent on the Transfer date at the latest, the Parties irrevocably instruct the Attorney not to register the Transfer of Securities to the Third Party in the shareholders' transfer registry and individual shareholders' accounts until the consent of such Third Party to the Agreement has been secured by the signature of a Deed of Consent.

In the event of an increase in capital reserved in whole or in part to one or more Third Party(ies),such capital increase shall not be completed unless the said Third Party(ies) has (have) signed a Deed of Consent (as a Main Shareholder - and among them an Investor - as provided for in the Deed of Consent), and the Parties shall use their best efforts to make the said Third Party(ies) sign such Deed of Consent no later than on the date of completion thereof.

12.9 Successors

This Contractual Undertaking shall bind the Parties, their successors and their respective transferees, it being understood that this Contractual Undertaking is entered into *intuitu personae*, and that none of the Parties may therefore Transfer or delegate any of its rights or obligations to another person without the prior written consent of the other Parties, except that the Investors shall be entitled to substitute any Affiliate in any of its rights or obligations hereunder, including any preferential subscription rights (*droit préferentiel de souscription*) to the extent such Affiliate shall have first executed a Deed of Consent.

12.10 This Contractual Undertaking entered into by the Holder constitutes the entire agreement among the Holder and the other Parties with respect to the subject matter hereof and replaces and supersedes any and all other agreements previously entered into between the Holder and some or all of the Parties with respect to the subject matter hereof. In addition, the Parties irrevocably waives any and all rights which they may have under any and all such previous agreements.

13. Notices

13.1 A notice or other communication under or in connection with this Contractual Undertaking shall be valid if:

(a) in writing;

(b) in the English language; and

(c) sent by registered post (*lettre recommandée avec demande d'avis de réception*) or by equivalent process for international courier (such as DHL, Chronopost, FedEx, TNT, UPS) or notified by bailiff (*acte extrajudiciaire*) or delivered by hand or sent by email confirmed with registered post (*lettre recommandée avec demande d'avis de réception*).

13.2 Any notice shall be sent to the address and details set forth for each Party at the beginning of this Contractual Undertaking (or such substitute address as the Party due to receive the notice may notify in writing to each of the other parties, provided that such notification shall be received before the notice was issued).

13.3 Unless there is evidence that it was received earlier, a notice is deemed given if properly addressed (and stamped, if applicable) and:

(a) delivered by hand, on the day it was left at the address mentioned above;

(b) sent by registered post or equivalent process for international courier, on the day of the first presentation of the notice;

(c) by email, on the date of sending the email, provided that the sending is confirmed by a registered post (*lettre recommandée avec demande d'avis de réception*) sent the same day.

14. Electronic Signature

The Parties hereby agree to sign electronically this Contractual Undertaking in accordance with the provisions of articles 1366 et seq. of the French Civil code, through the service provider Docusign who will ensure the security and integrity of the digital copies of this Contractual Undertaking in accordance with the articles 1366 and 1367 of the French Civil code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature, and the Regulation (EU) N°910/2014 of the European Parliament and of the Council dated 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market (the "**Electronic Signature Laws and Regulations**"). Each Party hereby undertakes to take all appropriate measures to ensure that the electronic signature of this Contractual Undertaking is made by its representative duly authorized for the purposes hereof. Each Party hereby acknowledges and agrees that its signing of this Contractual Undertaking via the abovementioned electronic process is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waives any right such party may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of its intention to enter into this Contractual Undertaking in this respect.

15. Governing Law and Jurisdiction

This Contractual Undertaking, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, are governed by French law.

All disputes arising out of or in connection with this Contractual Undertaking shall be subject to the exclusive jurisdiction of the Paris commercial court (*Tribunal des activités économiques de Paris*).

[signature pages on the following page]

Mrs. Sidarth Radjou

Mrs. Aimee Wessel

Mr. Raphaël Tomasi

Mr. Charles Baroud

Mr. François Leblanc

S.C LEV
represented by Mr. Jacques Lewiner

CMB
represented by Mr. Michel Baudron

FCPI Polytechnique Ventures
represented by Equitis Gestion
represented by Mr. Kevin Denis

BSF 2 LP
represented by Mr. Ziqiang Tang

BSF 2 Advisor LP
represented by Mr. Ziqiang Tang

Mr. Irwan Bello

Resonance par Otium
represented by Mr. François Durvye

Okomera
represented by Mr. Richard Eglen

Schedule 1

List of the Main Shareholders parties to the Shareholders' Agreement at the date hereof

1. **Mrs. Aimee Wessel,** a US citizen born on 6 November 1984 in Dallas (USA), residing at 502 Cedar St, San Carlos - 94070 California (USA);

2. **Mr. Raphaël Tomasi**, a French citizen born on 27 October 1989 in Toulouse (France), residing at 9B rue d'Alembert, 75014 Paris;

3. **Mr. Charles Baroud**, a French citizen born on 23 November 1972 in Mtein (Lebanon), residing at 12 rue Barrault, 75013 Paris.

(*the Parties 1 to 3 are not acting severally amongst them (agissant non solidairement entre elles) and being hereafter individually referred to as a "**Founder**" and collectively as the "**Founders**"*)

AND

4. **Mr. François Leblanc**, a French citizen born on 16 October 1966 in Caen (France), residing at 10 rue Rosenwald, 75015 Paris;

5. **S.C LEV**, a French société civile, with a share capital of EUR 15,840,264, having its registered office at 7 avenue de Suresnes, 92210 Saint-Cloud (France), registered with the French registry (*Registre du Commerce et des Sociétés*) under number 481 715 597 RCS Nanterre, duly represented by Mr. Jacques Lewiner, duly authorized;

6. **CMB**, a French société par actions simplifée, with a share capital of EUR 5,335,715.60, having its registered office at 61 boulevard Haussmann, 75008 Paris (France), registered with the French registry (*Registre du Commerce et des Sociétés*) under number 413 400 771 RCS Paris, duly represented by Mr. Michel Baudron, duly authorized;

7. **FCPI Polytechnique Ventures**, a venture capital mutual fund (*fonds professionnel de capital investissement*) represented by its management company (*société de gestion*), Equitis Gestion, a French société par actions simplifiée, with a share capital of EUR 751,014, having its registered office at 92 avenue de Wagram, 75017 Paris (France), registered with the French registry (*Registre du Commerce et des Sociétés*) under number 431 252 121 R.C.S. Paris, duly represented by Mr. Kevin Denis, duly authorized;

8. **BSF 2 LP**, a company incorporated under the californian laws, having its registered offices at 2150 Shattuck Avenue, Penthouse - 13000, Berkeley, 94700 - California (USA), registered under number 88-0551779, represented by Mr. Ziqiang Tang;

9. **BSF 2 Advisor LP**, a company incorporated under the californian laws, having its registered offices at 2150 Shattuck Avenue, Penthouse - 13000, Berkeley, 94700 - California (USA), registered under number 88-1625057, represented by Mr. Ziqiang Tang;

10. **Mr. Irwan Bello**, a French citizen born on 30 January 1992 in Amiens (France), residing at 237 Bocana St, San Francisco, California (USA); and

11. **Resonance par Otium,** a *société par actions simplifiée*, governed by the laws of France, the registered office of which is located 6, rue Saint-Joseph - 75002 Paris, registered with the registry of commerce and companies under number 920 103 652 R.C.S Paris, represented by Mr. François Durvye, duly authorized;

*(hereafter referred to as "**Resonance**")*

(*the Parties 5 to 12 and any other party adhering to this Agreement as an "Investor" being hereafter referred to collectively as the "**Investors**" and individually as an "**Investor**"*)

Schedule A – Capitalization Table

OKOMERA - CAP TABLE JULY 2025

Shareholders	# of shares NFD	# of shares FD	%capital NFD	%capital FD
Raphaël Tomasi	14 526	14 526	18,82%	16,95%
Aimee Wessel	3 162	3 162	4,10%	3,69%
Sandra Jernström	3 349	3 349	4,34%	3,91%
Charles Baroud	7 770	7 770	10,07%	9,06%
S.C LEV	13 121	13 121	17,00%	15,31%
C.M.B	2 071	2 071	2,68%	2,42%
Polytechnique Ventures	7 981	7 981	10,34%	9,31%
Irwan Bello	53	53	0,07%	0,06%
François Leblanc	597	597	0,77%	0,70%
BSF 2 LP	6 605	6 605	8,56%	7,71%
BSF 2 Advisor LP	201	201	0,26%	0,23%
Resonance (Otium)	17 521	17 521	22,70%	20,44%
Layla Fuoco (BSPCE exercise)	215	215	0,28%	0,25%
Sidarth Rajou - BSPCE (not exercised yet)	-	1 407	-	1,64%
BSPCE - Attribution pool BSPCE 2020-2	-	246	-	0,29%
BSPCE - Attribution pool BSPCE 2021	-	1 353	-	1,58%
BSPCE - Pool 2023	-	4 457	-	5,20%
BSA - Pool pending (to be attributed to Richard Eglen)	-	542	-	0,63%
BSA - Pool pending (to be attributed to Asaf Zviran)	-	542	-	0,63%
TOTAL	**77 172**	**85 719**	**100,00%**	**100,00%**

Schedule 2 Deed of Consent

I, the undersigned, [Name and

first name], Residing at

[Address]

Or

[Name], [Form] [Other: capital, registered office, etc.], represented for the purpose hereof by [Name and surname], duly authorized by virtue of [Power of Attorney], a copy of which is attached to this letter,

Declares:

I have taken full awareness of the terms of the agreement concluded on [24] March 2025 (hereinafter referred to as the Agreement) between the Main Shareholders of Okomera, a French société par actions simplifiée, having its registered office at 9B rue d'Alembert 75014 Paris (France), registered with the French registry (Registre du Commerce et des Sociétés) under number 884 940 024 RCS Paris, (hereinafter referred to as the "**Company**") and Mr. Sidarth Radjou, and I agree to all the stipulations and fully adhere to them by signing a copy of the Agreement on this day;

Accordingly, I agree (i) to be irrevocably bound by all the obligations resulting from the provisions of the Agreement in the same manner as [Name of the Transferor or, in the case of an increase of capital referred to in article 12.8.2 *in fine*, a Main Shareholder] and (ii) to be bound by its provisions under the same conditions and in the same manner as if I had been [Name of the Transferor above mentioned in (i) / a Main Shareholder in the case of an increase of capital referred to in article 12.8.2 *in fine*], effective as of this day.

Capitalized terms in this instrument of accession shall have the meanings given to them in the Contractual Undertaking.

This Deed of Consent shall be governed by and construed in accordance with French law.

Any dispute that may arise between the Parties concerning the performance, interpretation or validity of this Agreement shall be submitted to the exclusive jurisdiction of the Courts located within the jurisdiction of the Paris commercial court.

Done at [Place], on [Date]

[Signature]