

ONTIC PTE. LTD.
(UEN. 202020192R)
(Incorporated in the Republic of Singapore)
(the "**Company**")

**SHAREHOLDERS' RESOLUTIONS IN WRITING PASSED
PURSUANT TO SECTION 184A OF THE COMPANIES ACT 1967 OF SINGAPORE**

DATE: January 8, 2024

NOTED THAT:

- (A) The Company is desirous of issuing a simple agreement for future equity to Global DeVC (DE) LLC ("DeVC") for a principal amount of US\$400,000 and a discount rate of 85% (the "DeVC SAFE", in the form attached hereto as Annex 1).
- (B) Where the principal amount outstanding under the DeVC SAFE is to be converted, such amount is convertible into shares in the capital of the Company, including shares of the same class to be issued to investors in the next equity financing round of the Company (the "Conversion Shares").

RESOLVED THAT:

1. ORDINARY RESOLUTION – ALLOTMENT AND ISSUANCE OF SHARES

Pursuant to Section 161 of the Act, authority be and is hereby given to the Directors of the Company to allot and issue, subject to conversion of the DeVC SAFE in accordance with the terms thereunder:

- (a) the relevant number of Conversion Shares to DeVC; and
- (b) the Ordinary Shares to be issued pursuant to the conversion of all or any of the Conversion Shares in accordance with the constitution of the Company ("**Constitution**"),

notwithstanding that such allotment and issuance of shares may be made after the expiration of the validity of any existing authority conferred on the Directors pursuant to the said Section 161 of the Act.

2. WAIVER OF PRE-EMPTIVE RIGHTS

By signing below, the undersigned shareholder hereby:

- (a) waives any right to notice, right of first refusal, tag-along right, right of conversion, right of pre-emption, right of redemption, anti-dilution rights and any other restrictions which may exist in relation to the allotment and issue of shares contemplated by these resolutions (the "**Allotment and Issue**"), whether under the Constitution, the subscription and shareholders' agreement entered into among the Company, Peak XV Partners SEA Seed Investment I, Peak XV Partners SEA Investments I, Dharmadhikari Aakash Vilas and Chonira Kariappa Sidu Ponnappa on October 2, 2023 and pursuant to which RTP Global Partners III, L.P. has on November 28, 2023 delivered a deed of accession (the "**SSHA**") or otherwise;
- (b) unconditionally and irrevocably consents to the Allotment and Issue; and

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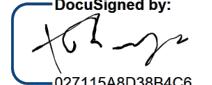
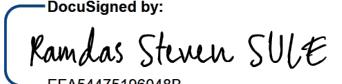
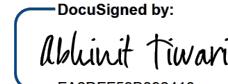
- (c) consents to any variation or amendment of the rights attached to their shares
(if any) arising out of the matters set out in these resolutions.

FURTHER RESOLVED THAT any and all actions previously taken by the Company or any of its officers or directors in connection with the documents, transactions and actions contemplated by the foregoing resolutions be and are hereby approved, confirmed, adopted and ratified in all respects as and for the acts and deeds of the Company.

[Signature pages and annexures follow]

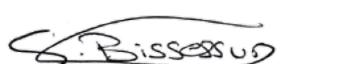
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SHAREHOLDERS

Signed by CHONIRA KARIAPPA SIDU PONNAPPA	Signed by DHARMADHIKARI AAKASH VILAS
<p>DocuSigned by:  BDD20EE931264B2...</p>	<p>DocuSigned by:  5FC91142E858430...</p>
Signed by PARANJAPE NIRANJAN GHANASHYAM	Signed by RAMDAS STEVEN SULE
<p>DocuSigned by:  027115A8D38B4C6...</p>	<p>DocuSigned by:  EFA54475196048B...</p>
Signed by ABHINIT TIWARI	<p>For and on behalf of PEAK XV PARTNERS SEA SEED INVESTMENT I</p> <p>Name: _____ Title: _____</p>
<p>DocuSigned by:  FA2DFF53B392410...</p>	
For and on behalf of PEAK XV PARTNERS SEA INVESTMENTS I	<p>For and on behalf of RTP GLOBAL PARTNERS III, L.P. (acting through its general partner RTP Global Partners GP Limited)</p> <p>Name: _____ Title: _____</p>
<p>Name: _____ Title: _____</p>	

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SHAREHOLDERS

Signed by CHONIRA KARIAPPA SIDU PONNAPPA	Signed by DHARMADHIKARI AAKASH VILAS
Signed by PARANJAPE NIRANJAN GHANASHYAM	Signed by RAMDAS STEVEN SULE
Signed by ABHINIT TIWARI	For and on behalf of PEAK XV PARTNERS SEA SEED INVESTMENT I  Name: Satyadeo Bissessur Title: Director
For and on behalf of PEAK XV PARTNERS SEA INVESTMENTS I  Name: Satyadeo Bissessur Title: Director	For and on behalf of RTP GLOBAL PARTNERS III, L.P. (acting through its general partner RTP Global Partners GP Limited) Name: Title:

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SHAREHOLDERS

Signed by CHONIRA KARIAPPA SIDU PONNAPPA	Signed by DHARMADHIKARI AAKASH VILAS
Signed by PARANJAPE NIRANJAN GHANASHYAM	Signed by RAMDAS STEVEN SULE
Signed by ABHINIT TIWARI	For and on behalf of PEAK XV PARTNERS SEA SEED INVESTMENT I Name: Title:
For and on behalf of PEAK XV PARTNERS SEA INVESTMENTS I	For and on behalf of RTP GLOBAL PARTNERS III, L.P. (acting through its general partner RTP Global Partners GP Limited)  Tom Lambrechts (Dec 27, 2023 14:42 GMT)
Name: Title:	Name: Tom Lambrechts Title: Alternate Director to Ross Youngs

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ANNEX 1
DeVC SAFE

ONTIC PTE. LTD.

**SAFE
(Simple Agreement for Future Equity)**

THIS CERTIFIES THAT in exchange for the payment by **Global DeVC (DE) LLC** (the “**Investor**”) of US\$400,000 (United States Dollars Four Hundred Thousand) (the “**Consideration**”) on or about _____, **Ontic Pte. Ltd.**, a company incorporated and existing under the Laws of Singapore, UEN 202020192R, and having its registered office at 1 Raffles Place #34-04, One Raffles Place, Singapore 048616 (the “**Company**”), issues to the Investor the right to certain shares in the capital of the Company, subject to the terms described below.

The “**Discount Rate**” is 85%.

See **Section 2** for certain additional defined terms.

1. Events

(a) **Equity Financing**. If there is an Equity Financing before the termination of this Safe, on the initial closing of such Equity Financing, this Safe will automatically convert into the number of shares of Safe Preference Shares equal to the Consideration divided by the Discount Price.

In connection with the automatic conversion of this Safe into shares of Safe Preference Shares, the Investor will execute and deliver to the Company all of the transaction documents related to the Equity Financing; *provided*, that such documents are the same or substantially the same as the documents to be entered into with the subscribers of Standard Preference Shares, with appropriate variations for the Safe Preference Shares if applicable. The Company shall not be required to issue or deliver the Safe Preference Shares until the Investor delivers all such transaction documents related to the Equity Financing.

(b) **Liquidity Event**. If there is a Liquidity Event before the termination of this Safe, the Investor will automatically be entitled (subject to the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds, due and payable to the Investor immediately prior to, or concurrent with, the consummation of such Liquidity Event, equal to the greater of (i) the Consideration (the “**Cash-Out Amount**”) or (ii) the amount payable on the number of Ordinary Shares equal to the Consideration divided by the Liquidity Price (the “**Conversion Amount**”). If any of the Company’s securityholders are given a choice as to the form and amount of Proceeds to be received in a Liquidity Event, the Investor will be given the same choice, *provided* that the Investor may not choose to receive a form of consideration that the Investor would be ineligible to receive as a result of the Investor’s failure to satisfy any requirement or limitation generally applicable to the Company’s securityholders, or under any applicable laws.

(c) **Dissolution Event**. If there is a Dissolution Event before the termination of this Safe, the Investor will automatically be entitled (subject to applicable law and the liquidation priority set forth in Section 1(d) below) to receive a portion of Proceeds equal to the Cash-Out Amount, due and payable to the Investor immediately prior to the consummation of the Dissolution Event.

(d) **Liquidation Priority**. In a Liquidity Event or Dissolution Event, the Investor's right to receive its Cash-Out Amount is:

(i) junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Shares); and

(ii) on par with payments for other Safes, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes, the applicable Proceeds will be distributed pro rata to the Investor and the holders of such other Safes in proportion to the full payments that would otherwise be due.

The Investor's right to receive its Conversion Amount is (A) on par with payments in respect of Ordinary Shares and other Safes and/or Preference Shares who are also receiving Conversion Amounts or Proceeds on a similar as-converted to Ordinary Shares basis, and (B) junior to payments described in clauses (i) and (ii) above (in the latter case, to the extent such payments are Cash-Out Amounts or similar liquidation preferences).

(e) **Termination**. This Safe will automatically terminate (without relieving either the Company or the Investor of any obligations arising from a prior breach of or non-compliance with this Safe) immediately following the earliest to occur of: (i) the issuance of any Shares to the Investor pursuant to the automatic conversion of this Safe under Section 1(a); or (ii) the payment, or setting aside for payment, of amounts due the Investor pursuant to Section 1(b) or Section 1(c).

2. Definitions

"Change of Control" means (i) a transaction or series of related transactions in which a person or group of affiliated persons would become the holder, directly or indirectly, of more than 50% of the voting rights attributable to the shares the Company or such other surviving or resulting entity (other than such persons holding, directly or indirectly, of more than 50% of the voting rights attributable to the shares of the Company as at the date of this Safe), (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

For the purposes of this definition, "**affiliated person**" (including its correlative meanings, "**affiliated persons**") means with respect to any specified person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with such person and "**control**" (including its correlative meanings, "**controlled by**", "**controls**" and "**under common control with**") means, with respect to a body corporate, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled body corporate and, with respect to any person other than a body corporate, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

"Discount Price" means the price per share of the Standard Preference Shares subscribed for in the Equity Financing (on a post-money valuation basis) multiplied by the Discount Rate.

"Dissolution Event" means (i) a voluntary termination of operations, (ii) a general assignment for the benefit of the Company's creditors or (iii) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

"Dividend Amount" means, with respect to any date on which the Company pays a dividend on its outstanding Ordinary Shares, the amount of such dividend that is paid per Ordinary Share multiplied by (x) the Consideration divided by (y) the Liquidity Price (treating the dividend date as a Liquidity Event solely for purposes of calculating such Liquidity Price).

"Encumbrance" means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law).

"Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Standard Preference Shares at a fixed valuation, including but not limited to, a pre-money or post-money valuation.

"Initial Public Offering" means the closing of a firmly underwritten public offering of Ordinary Shares for the purpose of and in connection with the admission of the Company to a recognised securities exchange and the listing of the Ordinary Shares on such securities exchange.

"Liquidity Event" means a Change of Control or an Initial Public Offering.

"Liquidity Price" means the price per share equal to the fair market value of the Ordinary Shares at the time of the Liquidity Event, as determined by reference to the purchase price payable in connection with such Liquidity Event, multiplied by the Discount Rate.

"Ordinary Shares" means the ordinary shares in the capital of the Company.

"Preference Shares" means the preference shares in the share capital of the Company.

"Proceeds" means cash and other assets (including without limitation share consideration) that are proceeds from the Liquidity Event or the Dissolution Event, as applicable, and legally available for distribution.

"Safe" means an instrument containing a future right to Shares, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company's business operations. References to "this Safe" mean this specific instrument.

"Safe Preference Shares" means the Preference Shares to be issued to the Investor in an Equity Financing, having identical rights, privileges, preferences and restrictions as the Standard Preference Shares, other than with respect to (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the Discount Price; and (ii) the basis for any dividend rights, which will be based on the Discount Price.

"Shares" means issued shares in the capital of the Company, including the Ordinary Shares and the Preference Shares.

"Standard Preference Shares" means the Preference Shares issued to the investors investing new money in the Company in connection with the initial closing of the Equity Financing.

3. Representations

(a) Each party hereby represents and warrants to the other that:

(i) as at the date of this Safe, it has full power and authority to execute and deliver this Safe, and to consummate the transactions contemplated hereby and that, once executed, this Safe and all such other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms and the execution and delivery of, and the performance by it of its obligations under, this Safe shall not:

(A) result in a breach of (if applicable) its constitutive document(s) and do not infringe, or constitute a default under, any instrument, contract, document or agreement to which it is a party; and/or

(B) result in a breach of any applicable law or any order, judgment or decree of any governmental authority to which it is a party or by which it or its assets are bound;

(ii) (if applicable) it is a corporation duly organised or incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite power and authority to own its properties and assets and to carry on its business as now conducted; and

(iii) no consent, authorisation, licence, permit, registration or approval of, or exemption or other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Safe.

(b) The Company hereby represents and warrants to the Investor that the Shares to be issued pursuant to this Safe will, on issue, be duly authorised, properly allotted and issued as fully paid free of any and all Encumbrances and no person shall have any rights of pre-emption over such Shares.

(c) The Investor is an accredited investor as such term is defined in Section 4A of the Securities and Futures Act 2001 of Singapore ("SFA"). The Investor has been advised that the offering and issuance of this Safe and the underlying securities is not accompanied by a prospectus that is registered with the Monetary Authority of Singapore and, therefore, cannot be resold unless such subsequent offer is made in compliance with the SFA. The Investor is purchasing this Safe and the securities to be acquired by the Investor hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Investor's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

(d) The Investor hereby undertakes and covenants to the Company that the Investor will promptly provide to the Company and/or its corporate secretary all such know-your-customer and other information as is required by law

for the purposes of effecting the issuance and allotment of the Safe Preference Shares or SPV Preference Shares, as applicable, pursuant to the automatic conversion of this Safe under Section 1(a). The Investor hereby irrevocably consents to any such prospective conversion of this Safe in accordance with the terms hereof. The Investor further agrees and acknowledges that the Company and/or its corporate secretary may rely on the foregoing consent and automatic conversion provisions contained herein in lieu of any signed share application forms or similar subscription documents solely for the purposes of effecting any allotment filings with the Accounting and Corporate Regulatory Authority of Singapore and conversion of this Safe.

4. Miscellaneous

(a) Any provision of this Safe may be amended, waived or modified by written consent of the Company and either (i) the Investor or (ii) the majority-in-interest of all then-outstanding Safes with the same “Discount Rate” as this Safe, *provided that* with respect to clause (ii): (A) the Consideration may not be amended, waived or modified in this manner, (B) the consent of the Investor and each holder of such Safes must be solicited (even if not obtained), and (C) such amendment, waiver or modification treats all such holders in the same manner. “**Majority-in-interest**” refers to the holders of the applicable group of Safes whose Safes have a total Consideration greater than 50% of the total Consideration of all of such applicable group of Safes.

(b) Any notice required or permitted by this Safe shall be delivered personally or sent by prepaid post with recorded delivery or sent by email to the relevant address listed on the signature page to the party to be notified at such party’s address listed on the signature page, as subsequently modified by written notice. Any such notice shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post, and on receipt of transmission in the case of service by email.

(c) Except as provided in this Section 4(c), the Investor is not entitled, as a holder of this Safe, to vote or receive dividends or be deemed a holder of Shares for any purpose, nor will anything in this Safe be construed to confer on the Investor, as such, any rights of a shareholder of the Company or rights to vote for the election of directors or on any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise until Shares have been issued on the terms described in Section 1. However, if the Company pays a dividend on outstanding Ordinary Shares (that is not payable in Ordinary Shares) while this Safe is outstanding, the Company will pay the Dividend Amount to the Investor at the same time.

(d) Neither this Safe nor the rights in this Safe are transferable or assignable, by operation of law or otherwise, by either party without the prior written consent of the other, provided, however, that this Safe and/or the rights contained herein may be assigned without the Company’s consent by the Investor to any of its Affiliates on condition that board of directors of the Company has not reasonably determined that such assignee is a competitor of the Company.

For the purpose of this Safe, “Affiliate” in relation to the Investor shall mean: (a) any person (including an entity), who controls, is controlled by, or is under common control with the Investor; and, (b) without prejudice to the foregoing, (i) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which the Investor is a general or limited partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee; (ii) any general partner of the Investor; and (iii) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner of the Investor or an Affiliate of such general manager is a general

partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee.

(e) In the event any one or more of the provisions of this Safe is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Safe operate or would prospectively operate to invalidate this Safe, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Safe and the remaining provisions of this Safe will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) Except as expressly provided herein, a person who is not party to this Safe has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

(g) Each party shall bear its own costs and expenses incurred in relation to the negotiations, preparation and execution of this Safe and of matters incidental hereto.

(h) This Safe contains the whole agreement between the parties relating to the subject matter hereof at the date of this Safe to the exclusion of any terms implied by applicable law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Safe.

(i) So far as is permitted by applicable law and except in the case of fraud, each party agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Safe shall be for breach of the terms of this Safe to the exclusion of all other rights and remedies (including those in tort or arising under applicable law).

(j) The Investor acknowledges and agrees that in entering into this Safe, it has not relied upon and is not relying on any statement, representation, warranty or undertaking not expressly incorporated into this Safe.

(k) This Safe may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any party may execute this Safe by signing any one or more of such originals or counterparts.

(l) This Safe and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of Singapore.

(m) Any dispute arising out of or in connection with this Safe, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Safe to be duly executed and delivered.

The Investor

Address: C/O A&C Corporate Services, 11555 Heron Bay Blvd Suite 200, Coral Springs, FL 33076

Attention: Erin Mauro

E-mail: Global DeVC (DE), LLC

Signed by **Erin Mauro**

for and on behalf of **Global DeVC (DE), LLC**

.....

Name:

Title:

The Company

Address: 1 Raffles Place #34-04, One Raffles Place, Singapore 048616

Attention: Dharmadhikari Aakash Vilas / Chonira Kariappa Sidu Ponnappa

E-mail: aakashd@gmail.com / ckponnappa@gmail.com

Signed by Dharmadhikari Aakash Vilas

for and on behalf of **Ontic Pte. Ltd.**

.....
Name: Dharmadhikari Aakash Vilas

Title: Director