

CALL OPTION AGREEMENT

BY AND BETWEEN:

Call Option Holder	<p>Founder Institute, Incorporated (“FII”) 265 Cambridge Ave. #60417 Palo Alto, CA 94306 USA</p>
Founders	<p>Timóteo Carlito Domingos Da Gama (“Founder”) Nationality: Angolana Marital Status: Solteiro ID Card/Passport No.: 003987993KN031 Tax Identification No.: 003987993KN031 Address: Luanda, Ngola Kiluanje, Bairro São Pedro da Barra, Rua Fortaleza, Casa s/n.º, Zona 13 Email: timoteodagama93@gmail.com</p> <p>Luísa Vírgilio Machado (“Founder”) Nationality: Angolana Marital Status: Solteira ID Card/Passport No.: 005963055UE046 Tax Identification No.: 005963055UE046 Address: Província de Luanda, Distrito do Ngola Kiluanje, Bairro São Pedro da Barra, Rua Fortaleza, Casa s/n.º, Zona 13 Email: luisavirgiliomachadomachado@gmail.com</p> <p>The persons above being jointly referred to as the “Founders.”</p>
Company	<p>Lifter - Prestação de serviços (“Company”) Registered Address: Província e Município de Luanda, Distrito Urbano de Ngola Kiluanje, Bairro São Pedro da Barra, Rua Fortaleza, Casa s/n.º, Zona 13 Email: timoteodagama93@gmail.com</p> <p>Registered at the Commercial Register of Luanda with registration number 21366-23/230626 and share capital of Kz. 5000, taxpayer number 5001545507</p>
Company Jurisdiction	Angola
Issuance Date	29- Jun-2023
Option Percentage	2.50% (two and a half per cent)
Governing Law	Angola

WHEREAS:

- I.** The Founder Institute is a global network of startups and mentors which helps entrepreneurs launching meaningful and enduring technology companies;
- II.** In the context of the Founder Institute incubator program, entrepreneurs are required (i) to incorporate a company and (ii) to issue a warrant or (if the applicable law do not allow for it) to grant an option to the FII in order to acquire 2.50% (two and a half per cent) of the graduate company's equity; and
- III.** The Parties now wish to regulate, *inter alia*, the terms and conditions which will apply to the present Call Option (as defined below).

IT IS HEREBY AGREED AS FOLLOWS:

Clause 1 (Definitions and Interpretation)

- 1.** In this Agreement, the following words and expressions shall have the following meanings:
 - a) Agreement:** means this agreement;
 - b) Call Option:** means the right granted by the Founders to the FII to acquire (*promessa unilateral de venda*) the Option Shares, on the terms and conditions set forth under this Agreement;
 - c) Change of Control:** means (i) any stock acquisition (but excluding any sale of stock for capital raising purposes), reorganization, merger or consolidation, 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 (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company;
 - d) Common Stock:** means the company ordinary shares or *quotas*;

- e) **Common Stock Election:** means the earlier election made by the FII for the Option Shares to be Common Stock at any time prior to the earlier of (i) the initial closing of the next Qualified Equity Financing (other than a Startup Program

Financing) provided that the FII has received notice in accordance with Clause 15, and (ii) the expiration of the Call Option. This election shall be made by the FII providing written notice to the Company;

- f) **Company:** means the company incorporated by the Founders in the context of the Founder Institute incubator program and which is a party to this Agreement;

- g) **Financing:** means a transaction or a series of transactions with the principal purpose of raising capital pursuant to which the Company issues and sells securities (including common stock, preferred stock, safes, convertible notes, convertible securities or any other equity security);

- h) **Founder or Founders:** means the founders of the Company who are Parties to this Agreement;

- i) **Option Percentage:** means the percentage of equity interest of the Company subject to the Call Option and equivalent to 2.50% (two and a half per cent);

- j) **Option Shares:** means shares (*quotas* or shares, as the case may be) representing 2.50% (two and a half per cent) of the Pre-Financing Capitalization of the Company;

- k) **Qualified Equity Financing:** means the next transaction or series of related transactions pursuant to which the Company, after being converted into a limited liability company, issues and sells shares of its capital stock, with the principal purpose of raising capital, for aggregate proceeds of at least the equivalent in local currency to \$100,000 (one hundred thousand USD) or in case of a Startup Program Financing of at least the equivalent in local currency to \$25,000 (twenty five thousand USD);

- l) **Parties:** means the parties to this Agreement;

- m) **Pre-Financing Capitalization:** means the sum of (i) the aggregate issued and outstanding shares of the Company's share capital assuming the conversion or exercise of all outstanding options, warrants and other convertible securities, plus (ii) all shares reserved for future grant under all equity incentive plans of the Company. The Company's Pre-Financing Capitalization shall be calculated on the

date of the earlier of: (i) the final closing of the next Qualified Equity Financing after taking into account all shares issued in such Financing; or (ii) the first exercise (whether partial or total) of the Call Option. For the avoidance of doubt, if the FII has made a Common Stock Election, the number of shares of Common Stock exercisable under the Call Option shall be determined at the date of the first exercise (whether partial or total) of the Call Option;

n) Startup Program: means each incubator, accelerator or other startup program on the list of programs maintained by the FII and amended from time to time at the sole discretion of the FII;

o) Startup Program Financing: means the Financing of the Company of at least \$25,000 (twenty five thousand USD) to a Startup Program, subject to the Company providing notice to the FII of the closing of the Financing together with a certificate executed by the chief executive officer of the Company certifying the Company's capitalization table on such date and the details of the Financing within five (5) days of such closing.

2. References to Clauses and Schedules are made to Clauses and Schedules of this Agreement.
3. The headings are for convenience only and shall not affect the interpretation hereof.

Clause 2 (Purpose)

1. By this Agreement, the Founders grant a Call Option and undertake to sell 2.50% (two and a half per cent) of the Pre-Financing Capitalization of the Company pro rata and subject to the terms and conditions of this Agreement.
2. The FII is entitled to purchase from the Founders up to the total amount of Option Shares such that the quotient of (i) the number of Option Shares, divided by (ii) the Pre-Financing Capitalization, equals the Option Percentage.
3. The Call Option has the legal nature of a unilateral promise to sell the Option Shares (*promessa unilateral de venda*) and is subject to specific performance (*execução específica*), in accordance with article 830 of the Civil Code.
4. The Company acknowledges it is fully aware of the terms and conditions of the Call Option.

Clause 3 (Exercise of the Call Option)

1. The Call Option may be exercised and shall be deemed exercised, at the discretion of the FII, during the term commencing on the earlier of (i) the closing date of the next Qualified Equity Financing occurring after the issuance date of the present Call Option and (ii) the date of a Common Stock Election, and ending on the expiration of the Call Option pursuant to Clause 9 hereof.
2. The Call Option may be exercised by delivery to the Founders of a written notice (the “**Option Notice**”), confirming the exercise of the Call Option and, as a result thereof, the transfer or subscription of the Option Shares by the Founders, against the payment by the FII of the Exercise Price.
3. The Option Notice referred to in the preceding paragraph which entails a transfer of shares or *quotas* shall indicate the date on which the following actions shall take place:
 - a) In case the Company is a *sociedade por quotas*:
 - i. The holding of a Shareholders Meeting where the Founders vote favourably on (i) the *quota* split (*divisão de quota*) required to effect the exercise of the Call Option as defined under the Option Notice, (ii) the Company consenting on such quota transfer (*cessão de quota*) and (iii) the waiver of any relevant preemptive rights or rights of first refusal (*direitos de preferência*) (if applicable);
 - ii. The approval of a private investment project; and iii. The request of the relevant commercial registration of the transfer of the *quota(s)*.
 - b) In case the Company is a *sociedade anónima* (stock company):
 - i. Subject to the FII securing approval of the private investment project, the transfer of the Option Shares from the Founders (or the Company) to the FII or to a third party to be appointed by the FII in the Option Notice; ii. The endorsement of the Option Shares by the Founders and/or the Company (as the case may be) to the FII; iii. The delivery to the Company of a notice addressed to the Company informing that the transfer of ownership over the Option Shares has occurred and requesting the registration of such transfer on the shares’ registration record of the Company – and the Company effectively; and
 - iv. The payment of the Exercise Price by the FII to the Founders.

Clause 4 (Exercise Price)

The Exercise Price for the Option Shares shall be (i) the price per share of the shares or *quotas* sold to investors in the next Qualified Equity Financing or (ii) if there is a Common Stock Election, the quotient obtained by dividing \$150,000 (one hundred fifty thousand USD) by the Pre-Financing Capitalization.

Clause 5 (Net Exercise)

In its sole discretion, the FII may at any time elect to receive the Option Shares through a net exercise of the Call Option, by surrender of the Call Option to the Founders together with notice of such election. Upon a net exercise, the FII shall receive a number of shares or *quotas* with a value equal to the value of the total number of the Option Shares minus the aggregate Exercise Price, which deduction shall be satisfied by the cancellation of some of the Option Shares with equivalent value as calculated by the formula below.

Upon a net exercise, the Founders shall transfer to the FII hereof a number of shares or *quotas* computed using the following formula:

$$X = \frac{Y (A - B)}{A}$$

Where:

X -- The number of shares or *quotas* to be transferred to the FII.

Y -- The number of shares or *quotas* purchasable under the Call Option.

A -- The fair market value of one share or *quota*.

B -- The Exercise Price (as adjusted to the date of such calculations).

For purposes of this Clause 5, the fair market value of a share or *quota* shall mean the average of the closing bid and asked prices of shares or *quotas* (or the Common Stock, if applicable) quoted in the over-the-counter market in which the shares or *quotas* (or the Common Stock, if applicable) are traded or the closing price quoted on any exchange on which the shares or *quotas* (or the of Common Stock, if applicable) are listed, whichever is applicable. In the event that this Call Option is exercised pursuant to this Clause 5 in connection with the Company's initial public offering, the fair market value per share shall be the product of (i) the per share offering price to the public of the Company's initial public offering, and (ii) the number of

shares of Common Stock into which each share is convertible at the time of such exercise or, if the shares are shares of Common Stock, one. In case there is a dispute between the

Parties regarding the determination of the fair market value of a share or *quota* of the Company this amount shall be determined, within 30 days counting from the date of such dispute, by a reputable, experienced and independent auditor, to be appointed by the Parties and paid for by the Company, using internationally recognized principles and methodologies for the appraisal of enterprises.

Clause 6 (Automatic Exercise)

If the FII has not elected to exercise the Call Option prior to its expiration, then (a) the Call Option shall automatically (without any act on the part of the FII) be exercised pursuant to Clause 5 effective immediately prior to the expiration of the Call Option to the extent such net exercise would result in the transfer of shares or *quotas*, and (b) the FII, to the extent necessary to exercise the Call Option pursuant to this Clause, shall be deemed to have elected for the shares or *quotas* to be Common Stock. If the Call Option is automatically exercised pursuant to this Clause, the Founders shall notify the FII of the automatic exercise as soon as reasonably practicable, and the FII shall surrender the Call Option to the Founders.

Clause 7 (Adjustment of Exercise Price)

1. The number of and the kind of securities purchasable upon exercise of this Agreement and the Exercise Price shall be subject to adjustment from time to time as follows:
 - a) If the Company shall at any time prior to the expiration of the Call Option subdivide the shares or *quotas* (or the Common Stock, if applicable), by split-up or otherwise, or combine its shares or *quotas* (or the Common Stock, if applicable), or issue additional shares or *quotas* (or the Common Stock, if applicable) as a dividend, the number of shares or *quotas* issuable on the exercise of this Call Option shall be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the purchase price payable per share or *quota*, but the aggregate purchase price payable for the total number of shares or *quotas* purchasable under this Call Option (as adjusted) shall remain the same. Any adjustment under this Clause 7 shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or if no record date is fixed, upon the making of such dividend.

- b) In case of any reclassification, capital reorganization, or change in the capital stock of the Company (other than as a result of a subdivision, combination, or stock dividend provided for in paragraph a) above), then the Company shall make appropriate provisions so that the FII shall have the right at any time prior to the expiration of the Call Option to purchase, at a total price equal to that payable upon the exercise of the Call Option, the kind and amount of shares or *quotas* and other securities and property receivable in connection with such reclassification, reorganization, or change by a holder of the same number of shares or *quotas* as were purchasable by the FII immediately prior to such reclassification, reorganization, or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the FII so that the provisions hereof shall thereafter be applicable with respect to any shares or *quotas* or other securities and property deliverable upon exercise hereof, and appropriate adjustments shall be made to the purchase price per share or *quota* payable hereunder, provided the aggregate purchase price shall remain the same.
2. When any adjustment is required to be made pursuant to this Clause 7, the Company shall promptly notify the FII of such event and of the number of shares, *quotas* or other securities or property thereafter purchasable upon exercise of this Call Option.

Clause 8 (Pro Rata Investment Rights)

With respect to every Financing conducted by the Company, the FII shall have a right to invest in such Financing to maintain its ownership percentage of the Company's outstanding capitalization (the "Pro Rata Right" or *direito de preferência*). The FII will be entitled to apportion the Pro Rata Right among itself and its affiliates (including its directors and other service providers) in its sole discretion. The Founders shall adopt any resolution so that the option to purchase all of the FII's pro rata share of the securities issued by the Company in every Financing, and the FII may elect to purchase all or some portion of such pro rata share, as determined by the FII in its sole discretion. The FII's pro rata share will be calculated based on the ratio of (i) the aggregate number of shares or *quotas* of capital (on an asconverted and as-exercised basis) of the Company owned by the FII and its affiliates at the time of the Financing to (ii) the Pre-Financing Capitalization, excluding any unallocated shares or *quotas* reserved for grant under the equity incentive plans of the Company, calculated as of immediately prior to the consummation of each Financing. At the final closing of the

Company's first Qualified Equity Financing, the FII's percentage ownership of the

Company's outstanding capitalization shall be deemed to be 2.50% (two and a half per cent).

Clause 9 (Expiration of the Call Option)

The Call Option shall expire and no longer be exercisable upon the earlier of (i) the verification of a Change of Control or (b) on the 15th (fifteenth) anniversary counting from the issuance date of the Call Option.

Clause 10 (Undertakings and Liability of the Founders)

1. The Founders and the Company shall be jointly and severally liable for the compliance of the obligations and undertakings assumed under the terms of this Agreement.
2. The Founders undertake to keep the Option Shares free and clear from any encumbrances and shall procure that, whenever the Call Option is exercised, the FII shall receive the related Option Shares with all economic and social rights.
3. The Founders and the Company shall abstain from hindering or impairing any of the FII's rights under this Agreement.
4. The Founders and the Company shall further procure that the Call Option is exercisable and shall do everything required in order for the FII to effectively and validly exercise the Call Option, notably (and as applicable) (i) undertaking to resolve on any relevant matters, be it at the Board of Directors/Management of the Company or at the Company's Shareholders Meeting and (ii) ensuring and procuring that any new shareholder of the Company adhere to the terms of this Agreement before or simultaneously with becoming a shareholder.

Clause 11 (Reporting)

1. Until the earliest to occur of: (i) the expiration of the Call Option, (ii) the Company's initial public offering, and (iii) a Change of Control, the Company shall furnish to the FII:
 - a) contemporaneously with delivery to the Board of Directors after the close of each fiscal year of the Company, a balance sheet, together with an income statement, a cash flow statement and a statement of changes in equity, for such fiscal year, in the same form as such annual financial statements are furnished to the Board of Directors, together with an annual report from the Company providing a summary of the Company's financial results and the Company's progress during such period;

- b) within 45 (forty-five) days after the close of each fiscal quarter of the Company, an unaudited balance sheet, income statement and cash flow statement, each at and as of the end of such quarter, together with an up-to-date capitalization table;
 - c) upon request, an up-to-date, detailed capitalization table of the Company listing the holdings of each equity holder of the Company;
 - d) upon request, copies of all materials provided to the Board of Directors, including presentations and updates for Board of Directors meetings; and
 - e) any other financial information of the Company as the FII may reasonably request from time to time.
2. Nevertheless, the Company shall not be required to furnish the information required under the immediately preceding paragraphs (a) and (b) to the extent that such information has not been prepared.

Clause 12 (Assignment of Contractual Position)

Under the terms and for the purposes of article 424 of the Civil Code, the Founders and the Company consent to any assignment of contractual position (*cessão da posição contractual*) by the FII to third parties.

Clause 13 (Notice of Certain Events)

1. The Company will provide not less than 10 (ten) business days' prior notice of any proposed Financing to the FII. In connection with a Financing, the Company will furnish to the FII all of the applicable Financing documents, a pro forma capitalization table, and any other information relevant to the Financing.
2. The Company will provide the FII at least 10 (ten) business days' prior notice of a proposed Change of Control pursuant to which the FII will be party to any transaction documents, and will provide drafts of such transaction documents as early as practicable. The Company will provide the FII prompt notice of any completed Change of Control transaction following the consummation of such transaction, which notice will provide (a) the aggregate transaction consideration and (b) the FII's portion of the transaction consideration and the details of any holdback, escrow or other material provisions regarding the payment of consideration.

3. The Company will provide the FII at least 10 (ten) business days' prior notice to (a) the declaration of any dividend or distribution upon the outstanding shares or *quotas*, whether in cash, property, stock, or other securities and whether or not a regular cash dividend, (b) effecting any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares or *quotas* of the Company, (c) effecting any dissolution or wind up of the Company, or (d) effecting the Company's initial, underwritten public offering.
4. In addition to the Company's notice obligations contained in this Clause 14, in any case:
 - (i) the Company shall provide the FII a reasonable opportunity to exercise this Call Option or take other actions necessary to participate in the benefits provided to the Company's equity holders in connection with any of the foregoing actions; (ii) in the event of any Change of Control, restructuring, reincorporation, sale of material assets or any other material transaction which may impact the value of this Call Option, the Company shall take all actions necessary to provide the FII with the full economic benefits owed under the terms of this Call Option, and otherwise compel any acquirer or third party to comply with all provisions of this Agreement, including the full assumption of all the terms and conditions of this Agreement.
5. The Company will notify the FII within 5 (five) business days of any changes to the composition of the Board of Directors or the termination of services with respect to any Founder.
6. The required notices in this Clause 14 shall be provided to the FII in accordance with the notice provisions in the following Clause. For the avoidance of doubt, this Clause 14 does not provide the FII with any consent rights to any of the Company actions listed.

Clause 14 (Notices)

1. All notices hereunder shall be effective when given, and shall be deemed to be given upon receipt or, if earlier, (a) upon delivery, if delivered by hand, (b) one business day after the business day of deposit with an internationally recognized, overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt, or (c) upon actual receipt if given by electronic mail and such receipt is confirmed by the recipient.
2. All notices to the FII shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise: Founder Institute,

Incorporated, 265 Cambridge Ave., #60417, Palo Alto, CA 94306, Attn: Adeo Ressi, and if by electronic mail to filegal@fi.co Attn: Adeo Ressi. All notices to the Company shall be sent to the address or the electronic mail to be provided by the Company.

Clause 15 (Indemnification by the Company)

The Company shall indemnify and hold harmless the FII from and against all losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with any breach by the Company of any of the representations, warranties or covenants contained in this Agreement.

Clause 16 (Entire Agreement and Invalidity)

1. This Agreement and any other documents entered into pursuant to this Agreement on the date hereof together constitute the whole and only agreement between the parties relating to the subject matter of this Agreement and such other documents.
2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
 - a) the legality, validity or enforceability of any other provision of this Agreement in that jurisdiction; or
 - b) the legality, validity or enforceability of that or any other provision of this Agreement under the law of any other jurisdiction.

Clause 17 (Confidentiality)

The FII agrees to keep confidential and not disclose, divulge, or use for any purpose (other than to monitor its interests in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement, unless such confidential information (a) is known or becomes known to the public in general, (b) is or has been independently developed or conceived by the FII without use of the Company's confidential information, or (c) is or has been made known or disclosed to the FII by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that the FII may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its interests in the Company; (ii) to any affiliate, provided that the FII will direct

the affiliate to maintain the confidentiality of such information; or (iii) as may otherwise be required by law, provided that the FII promptly notifies the Company of such disclosure, if permissible by law, and takes reasonable steps to minimize the extent of any such required disclosure.

Clause 18 (Amendments and Waivers)

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement will be effective unless in a writing signed by the Company and the FII. Waiver by the FII of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

Clause 19 (No Impairment)

The Company shall not, by amendment of its Certificate of Incorporation or through a reorganization, reincorporation, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Agreement by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Agreement and in taking all such action as may be necessary or appropriate to protect the FII's rights under this Agreement against impairment.

Clause 20 (Term of the Agreement)

This Agreement shall be in force for as long as the Company retains its legal personality (*personalidade jurídica*), it being understood that, in an event where the FII fully exercises the Call Option, this Agreement will nevertheless remain in place and in full force and effect.

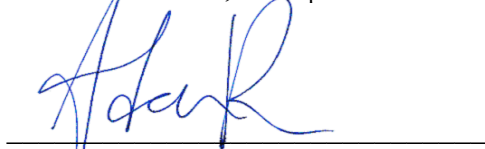
Clause 21 (Governing law and Jurisdiction)

1. This Agreement shall be governed by the laws of the Republic of Angola.
2. If any dispute arises from or relates to the present Agreement, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the International Chamber of Commerce, under its rules in London, United Kingdom.

3. If mediation does not resolve the dispute, the Parties agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Luanda Provincial Courts, and not in any other state or federal court in the United States of America or any court in any other country.

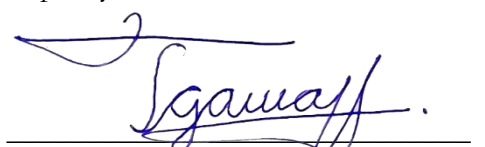
This Agreement was made in Luanda on 29-Jun-2023, in 2 originals, one to be kept by each of the Parties to this Agreement.

Founder Institute, Incorporated



Name: Adeo Ressi

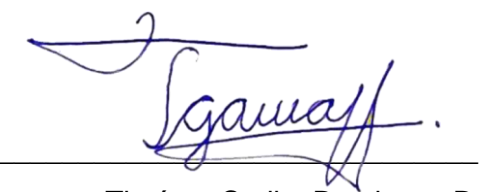
Capacity: Chairman of the Board



Founder: Timóteo Carlito Domingos



Founder: Luísa Vírgilio Machado



Name: Timóteo Carlito Domingos Da Gama

Capacity: Founder/CEO



Name: Luísa Vírgilio Machado

Capacity: Sócia

SCHEDULE A

FORM OF TRANSFER

(To be signed only upon transfer of the Call Option)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the attached Call Option Agreement to purchase _____ [shares/*quotas*] of

Lifter - Prestação de serviços _____ to which the attached Call Option relates, and appoints _____ to transfer such right on the books of _____, with full power of substitution in the premises.

Dated: _____

[Signature must conform in all respects to the name of the FII representatives as specified on the first page of the Call Option Agreement]

Name:

Capacity:

