Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

ALM Holding

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	
Contact phone 971505589530	Contact phone
Contact email a.cherkaoui@gmail.com	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 1,116,547.95 . **Does this amount include interest or other charges?**

☐ No

☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Convertible Promissory Note. Note number: CN-15 dated January 3, 2025

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/14/2026
MM / DD / YYYY

/s/Achraf Cherkaoui
Signature

Print the name of the person who is completing and signing this claim:

Name: Achraf Cherkaoui
First name | Middle name | Last name

Title: Director

Company: ALM Holding
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

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Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
ALM Holding
Achraf Cherkaoui
W202, Al Ghazal Bldg, 4A st, Al Badaa

Dubai, Dubai, 334223
United Arab Emirates
Phone:
971505589530
Phone 2:
Fax:
Email:
a.cherkaoui@gmail.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Convertible Promissory Note. Note number: CN-15 dated January 3, 2025

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
1,116,547.95

Includes Interest or Charges:
Yes

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Achraf Cherkaoui on 14-Feb-2026 4:19:42 a.m. Pacific Time
Title:
Director
Company:
ALM Holding

VN: 1C0093A13DFF928F5972C6C60F95C4FC

STATEMENT IN SUPPORT OF PROOF OF CLAIM

ALM Holding

Claimant: ALM Holding, a company incorporated under the laws of the Cayman Islands, with its principal correspondence address at P.O. Box 334223, Dubai, United Arab Emirates.

Debtor: Ample, Inc. (Case No. 25-90817 (CML)), pending before the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

Basis of Claim: This claim arises from a Convertible Promissory Note dated January 3, 2025 (Note number: CN-15) (the "Convertible Promissory Note"), issued by the Debtor pursuant to a **Note Purchase and Exchange Agreement** dated January 3, 2025.

Amount of Claim: As of the petition date, the Claimant asserts an unsecured claim in an aggregate amount of **USD 1,116,547.95**, broken down as follows:

Outstanding principal:	USD 700,000
Accrued interest:	USD 66,547.95
Default premium:	USD 350,000

Interest Accrued at a contractual rate of **10% per annum** from January 3, 2025 through the petition date of December 16, 2025 (i.e. 347 days)

Pursuant to Section 3(a) of the Convertible Promissory Note, upon the occurrence of an Event of Default (including the commencement of the Debtor's Chapter 11 case), the amount due and payable becomes equal to one-and-one-half times (1.5x) the outstanding principal, together with accrued and unpaid interest

ALM Holding reserves the right to amend or supplement this Proof of Claim to reflect precise calculations or additional amounts as permitted under applicable bankruptcy law.

Supporting Documents:

(Exhibit I) Convertible Promissory Note dated January 3, 2025;
(Exhibit II) Note Purchase and Exchange Agreement dated January 3, 2025;
(Exhibit III) Evidence of funding (Wire Notice and SWIFT copy)

Exhibit I

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ALM HOLDING

By: _____
Name: Achraf Cherkaoui
Title: Authorized Signatory

Email: a.cherkaoui@gmail.com

Address: PO Box 334223, Dubai, UAE.
_____
_____

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THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

CONVERTIBLE PROMISSORY NOTE

ALM Holding

Note Number: CN-15

Date of Note: January 3, 2025

Principal Amount of Note: $700,000

For value received, Ample, Inc., a Delaware corporation (the "***Company***"), promises to pay to the undersigned holder or such party's assigns (the "***Holder***") the principal amount set forth above with simple interest on the outstanding principal amount at the rate of 10% per annum. Interest shall commence with the date hereof and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All unpaid interest and principal shall be due and payable upon request of the Majority Holders on or after June 30, 2026 (the "***Original Maturity Date***"); provided, however, that the Original Maturity Date may be automatically extended to the date of the Extended Maturity Date as defined in, and without further action or consent of the Holders pursuant to the terms of, Section 1(d) hereof.

1. Basic Terms.

(a) Series of Notes. This convertible promissory note (the "***Note***") is issued as part of a series of notes (collectively, the "***Notes***") issued pursuant to that certain Note Purchase and Exchange Agreement, dated January 3, 2025, as may be amended and/or restated from time to time (the "***Purchase Agreement***"), and having an aggregate principal amount not to exceed $100,000,000 and issued in a series of multiple closings to certain persons and entities (collectively, the "***Holders***"). The Company shall maintain a ledger of all Holders. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

(b) Payments. All payments of interest and principal shall be in lawful money of the United States of America and shall be made pro rata among all Holders (based upon then-outstanding principal amounts of the Notes held by such Holders). All payments shall be applied first to any fees and expenses due and payable hereunder, then to accrued interest, and thereafter to principal.

(c) Prepayment. The Company may not prepay this Note prior to the Maturity Date without the consent of the Majority Holders (as defined in the Purchase Agreement); provided that if the Notes are prepaid, each Holder shall receive a cash repayment equal to (x) one and one-half times (1.5x) the then outstanding principal, and (y) unpaid accrued interest, unless otherwise agreed by the Majority

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Holders.

(d) Extended Maturity Date. In the event that the Company issues and sells shares of its Preferred Stock to Preferred Investors while this Note remains outstanding in an equity financing that is a Nonqualified Financing (as defined below) with total proceeds to the Company of not less than $100,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)) (an "***Extended Maturity Date Nonqualifed Financing***"), and the Majority Holders do not elect to treat such equity financing as a Qualified Financing pursuant to Section 2(b) hereof, then the Original Maturity Date will, automatically and without further action or consent of the Holders, be extended no more than one time to a date eighteen (18) months after the date of the initial closing of such Extended Maturity Date Nonqualifed Financing (as such, the "***Extended Maturity Date***" and sometimes referenced herein together with the Original Maturity Date, the "***Maturity Date***").

2. Conversion and Repayment.

(a) Conversion upon a Qualified Financing. In the event that the Company issues and sells shares of its Preferred Stock to investors (the "***Preferred Investors***") while this Note remains outstanding in an equity financing with total proceeds to the Company of not less than $150,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)) (a "***Qualified Financing***"), then the outstanding principal amount of this Note and any unpaid accrued interest shall, effective upon the initial closing of such Qualified Financing, automatically convert in whole without any further action by the Holder into shares of Shadow Preferred Stock at a conversion price per share (the "***Conversion Price***") equal to the cash price paid per share of the Preferred Stock in the Qualified Financing, multiplied by 0.667, rounded to five decimal places. The issuance of the Shadow Preferred Stock pursuant to the conversion of this Note shall be upon and subject to the same terms and conditions applicable to preferred stock sold in the Qualified Financing. "***Shadow Preferred Stock***" means a newly created series of Preferred Stock having identical rights, privileges, preferences and restrictions as the Preferred Stock issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the initial per share liquidation preference and the initial conversion price per share for purposes of price-based anti-dilution protection, which will be equal to the Conversion Price; and (ii) the per share dividend, which will be the same percentage of the Conversion Price as applied to determine the per share dividends of the Preferred Investors in the Qualified Financing relative to the purchase price paid by the Preferred Investors; provided that, for the sake of clarity, the Shadow Preferred will have the same liquidation preference multiple as the Preferred Stock issued in such Qualified Financing.

(b) Optional Conversion at non-Qualified Financing. In the event the Company consummates, while this Note remains outstanding, an equity financing pursuant to which it sells shares of its Preferred Stock in a transaction for capital raising purposes that does not constitute a Qualified Financing (a "***Nonqualified Financing***"), then the Majority Holders shall have the option to treat such equity financing as a Qualified Financing on the same terms set forth herein and thereby convert the outstanding principal amount of the Notes and any unpaid accrued interest into the shares of Shadow Preferred Stock on the same terms and conditions as would otherwise apply to conversion of the Notes into shares of Shadow Preferred Stock in a Qualified Financing. The Company shall give the Holder notice of a Nonqualified Financing not less than ten (10) business days prior to the anticipated date of consummation of the Nonqualified Financing and the Majority Holders shall have five (5) business days following such notice of such Nonqualified Financing to elect to convert the Notes in such Nonqualified Financing.

(c) Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall upon the consummation of such

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Change of Control, repay the Holder in cash in an amount (the "***Cash-Out Amount***") equal to (i) 150% of the outstanding principal amount of this Note, plus (ii) any unpaid accrued interest. For purposes of this Note, a "***Change of Control***" means (i) any Deemed Liquidation Event (as defined in the Company's then-effective certificate of incorporation), (ii) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (iii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iv) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions which constitute a bona fide venture financing transaction for capital raising purposes. The Company shall give the Holder notice of a Change of Control not less than five (5) business days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this Section in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control. The Holder's right to receive the Cash-Out Amount shall be senior to any payments or distribution made with respect to any capital stock of the Company.

(d) Procedure for Conversion. In connection with any conversion of this Note into capital stock, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes, all financing documents executed by the Preferred Investors in connection with such financing). The Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has delivered to the Company such financing documents. Any failure of the Holder to surrender the Note shall not prevent the issuance or delivery of the capital stock into which this Note converts, but upon the effectiveness of the conversion and the receipt by Holder of duly issued stock certificates evidencing such shares of capital stock, the rights of the Holder to any repayment or conversion under this Note shall terminate. Upon the conversion of this Note into capital stock pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(e) Interest Accrual. If a Change of Control, Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the signing of the definitive agreement for the Change of Control or applicable financing.

3. Events of Default.

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Majority Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (ii) or (iii) below), this Note shall accelerate and an amount equal to (x) one and one-half times (1.5x) the then outstanding

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principal, and (y) unpaid accrued interest shall become immediately due and payable. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(ii) The Company files any petition or action for relief under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(iii) An involuntary petition is filed, or any proceeding or case is commenced, against the Company (unless such petition, proceeding or case is dismissed or discharged within 60 days) under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium statute or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company, or an order for relief is entered against the Company in any of the foregoing;

(iv) Any representation or warranty made by the Company herein or in the Purchase Agreement proves to have been false or misleading on or as of the date made, except where such false or misleading representation or warranty would not result in a Material Adverse Effect (as defined in the Purchase Agreement); or

(v) The Company fails to perform or observe any covenant, term, condition or agreement contained in this Note or any agreement executed and delivered in connection herewith, and the breach of such covenant, term, condition or agreement is not cured within ten (10) business days after the Company's receipt of notice of such breach from the Holder.

(b) In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by the Holder in enforcing and collecting this Note.

4. Miscellaneous Provisions.

(a) Waivers. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) Further Assurances. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(c) Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof; No Transfers to Bad Actors; Notice of Bad Actor Status.

(i) Subject to the restrictions on transfer described in this Section 4(c), the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

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(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Holder that Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 4(c) that the opinion of counsel for Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Holder promptly after such determination has been made. Each Note thus transferred and each certificate, instrument or book entry representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144.

(iii) Subject to Section 4(c)(ii), transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

(iv) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Majority Holders.

(v) Holder agrees not to sell, assign, transfer, pledge or otherwise dispose of any securities of the Company issued upon conversion of the Note, or any beneficial interest therein, to any person (other than the Company or an affiliate of the Holder) unless and until the proposed transferee confirms to the reasonable satisfaction of the Company that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members nor any person that would be deemed a beneficial owner of those securities (in accordance with Rule 506(d) of the Securities Act) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act, except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the transfer, in writing in reasonable detail to the Company. Holder will promptly notify the Company in writing if Holder or, to Holder's knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act.

(d) Market Standoff. The Holder, on behalf of itself and its assignees, hereby agrees that the Holder and any such assignees shall be bound by the market standoff provision in Section 2.11 of the Investors' Rights Agreement.

(e) Amendment and Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Holder (provided any such amendment does not provide an advantage to the Holder that is not provided to the other Holders). In addition, any term of this Note may be amended or waived with the written consent of the Company and the Majority Holders. Upon the effectuation of such waiver or amendment with the consent of the Majority Holders in conformance with

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this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes, and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(f) Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

(g) Binding Agreement. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(h) Counterparts; Manner of Delivery. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) Titles and Subtitles. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(j) Notices. All notices and other communications given or made pursuant to this Note shall be in writing (including electronic mail as permitted in this Note) and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 4(k). If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to WilmerHale LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attention: Todd Rumberger (email: todd.rumberger@wilmerhale.com). Each party consents (including for purposes of Section 232 of the Delaware General Corporation Law if this Note converts into capital stock of the Company) to the delivery of any notice pursuant to this Note by electronic mail at the e-mail address set forth below on the signature page, as updated from time to time by notice to the other party. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other party of any change in its e-mail address, and that failure to do so shall not affect the foregoing. The terms of this Section 4(j) shall survive any conversion and/or repayment of this Note.

(k) Expenses. Except as otherwise provided in the Purchase Agreement, each of the Company and the Holder shall bear such party's respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein. In the event of any default hereunder, the Company shall pay all expenses, including reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

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(l) Waiver of Conflicts. Each party to this Note acknowledges that WilmerHale LLP ("***WilmerHale***") has acted as counsel solely to the Company with respect to this Note, the Purchase Agreement and the transactions contemplated hereby and thereby (together, the "***Note Financing***"), and has negotiated the terms of the Note Financing solely on behalf of the Company. WilmerHale may have, in the past, represented and/or may, now or in the future, represent the Holder and/or its affiliates in other matters, including matters that are similar, but not substantially related, to the Note Financing. The applicable rules of professional conduct require that WilmerHale inform its clients of these representations and obtain their waivers of the conflicts that may arise from such representations. Each of the Company and the Holder hereby (i) acknowledges that such party has been advised about such circumstances and has had an opportunity to ask for additional information, (ii) acknowledges that, with respect to the Note Financing, WilmerHale has represented solely the Company and no other party, and (iii) gives its informed consent to WilmerHale's representation of the Company in the Note Financing and WilmerHale's representation of the Holder and/or its affiliates in such unrelated matters.

(m) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five calendar days of the date of this Note.

(n) Entire Agreement. This Note, together with the Purchase Agreement and the other Transaction Agreements, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(o) Exculpation among Holders. The Holder acknowledges that the Holder is not relying on any person, firm or corporation, other than the Company and its officers and members of the Company's Board of Directors, in making the Holder's investment or decision to invest in the Company.

(p) Seniority; Pari Passu Notes; Subordination. The indebtedness evidenced by this Note and the other Notes is senior in right of payment to any outstanding unsecured debt owed by the Company and the Company's equity securities. If Holder holds any unsecured debt owed by the Company to Holder or holds any equity securities of the Company, Holder hereby acknowledges and agrees that such other unsecured debt or equity securities are subordinated in right of payment to the Notes. The payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to any other Notes. If the Holder receives payments in excess of its pro rata share of the Company's payments to the holders of all of the Notes, then the Holder shall hold in trust all such excess payments for the benefit of the Holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders. If requested by the Company and approved by the Majority Holders, the Notes may be subordinated to future indebtedness of the Company for money borrowed from banks or similar financial institutions, including venture debt financing, and under any capital leases.

(q) Broker's Fees. Each party hereto represents and warrants that no agent, broker,

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investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

(r) Excessive Interest. Notwithstanding any other provision herein or in the Purchase Agreement to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder (without charge for prepayment) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to the Company.

5. Tax Matters.

(a) Any Holder, successor, assign, or participant that is entitled to an exemption from or reduction of withholding tax (including, without limitation, any withholding tax imposed under any of Sections 1441 – 1446 of the Internal Revenue Code of 1986, as amended (the "***Code***"), Sections 1471 – 1474 of the Code, and/or Sections 3401 – 3406 of the Code) under the law of the United States, or an applicable treaty to which such jurisdiction is a party, with respect to payments under this Note or any other related transaction document shall deliver to the Company, at the time or times prescribed by applicable law and at any times reasonably requested by the Company, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Company as will permit such payments to be made without withholding or at a reduced rate.

(b) Without limiting the generality of the foregoing, on or prior to the date of this Note and on or prior to any other date that a person becomes a Holder hereunder or the Note is transferred or assigned (and from time to time thereafter upon the reasonable request of the Company),

(i) each Holder that is a "United States person" as defined in Section 7701(a)(30) of the Code shall provide the Company with a duly completed and executed United States Internal Revenue Service ("***IRS***") Form W-9; and

(ii) each Holder that is not such a "United States person" (a "***Foreign Holder***"), in order to claim a complete exemption from withholding tax under Code Sections 871(h) or 881(c) with respect to payments of "portfolio interest," such Foreign Holder shall: (i) deliver to the Company the applicable duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable (together with a certificate representing that such Foreign Holder is not a bank for purposes of Code Section 881(c), is not a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))); and (ii) deliver to the Company any such form or certification (or any applicable successor form) promptly upon the obsolescence or invalidity of any form previously delivered by such Holder. To the extent a Foreign Holder is not the beneficial owner of interest or other amounts paid with respect to the Note, such Holder shall deliver to the Company duly executed originals of IRS Form W-8IMY, accompanied by applicable IRS Forms W-9, W-8BEN, Form W-8BEN-E and/or other certification documents from each beneficial owner (provided that if Holder is treated as a partnership for U.S. federal income tax purposes, Holder shall provide a certificate on behalf of each direct and indirect partner representing that such direct and indirect partner is not a bank for purposes of Code Section 881(c), is not

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a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))).

(c) This Note is in registered form within the meaning of Section 1.871-14(c)(1)(i) of the U.S. Treasury income tax regulations for United States federal income and withholding tax purposes. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form reasonably satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Principal and interest shall be paid solely to the registered holder of this Note, and such payment shall constitute full discharge of the Company's obligation to pay such principal and interest.

(d) The Company shall be entitled to deduct or withhold from any payments under this Note any amounts it is required to deduct or withhold as required by applicable law. To the extent that amounts are deducted and withheld from payments otherwise payable pursuant to this Note and paid over to the appropriate governmental authority, such amounts shall be treated for all purposes of this Note as having been paid to the person in respect of whom such deduction or withholding was made. If a payment is payable (in whole or in part) in consideration other than cash and if the cash portion of any such payment is insufficient to satisfy all required tax withholding obligations (or the payment consists entirely of non-cash consideration), the Company shall retain an amount of the non-cash consideration otherwise payable equal in value to the amount required to satisfy any applicable withholding (as reasonably determined by the Company in good faith).

[Signature pages follow]

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The parties have executed this **Convertible Promissory Note** as of the date first noted above.

COMPANY:

AMPLE, INC.

By: 

Name: Khaled Hassounah
Title: Chief Executive Officer

E-mail: khassounah@ample.com

Address: 100 Hooper St. , Suite 25.
San Francisco, CA 94107

Doc ID: 3c8f246eb9db8b58628d981f023b02b8af24b0c0

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

HOLDER (if an entity):

Name of Holder: ALM Holding

By: _____

Name: Achraf Cherkaoui
Title: Authorized Signatory

E-mail: a.cherkaoui@gmail.com

Address: PO Box 334223, Dubai, UAE

HOLDER (if an individual):

Name of Holder: _____

Signature: _____

E-mail: _____

Address: _____

Doc ID: 3c8f246eb9db8b58628d981f023b02b8af24b0c0

Dropbox Sign

Audit trail

Title	ACTION REQUESTED: Ample Convertible Note
File name	Ample_-_Signature...73.1___1___1_.pdf
Document ID	3c8f246eb9db8b58628d981f023b02b8af24b0c0
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**12 / 31 / 2024** 02:09:06 UTC	Sent for signature to Achraf Cherkaoui (a.cherkaoui@gmail.com) and Khaled Hassounah (khassounah@getample.com) from mcateriano@getample.com IP: 98.51.199.130
VIEWED	**12 / 31 / 2024** 03:11:44 UTC	Viewed by Achraf Cherkaoui (a.cherkaoui@gmail.com) IP: 2.49.64.206
SIGNED	**12 / 31 / 2024** 03:13:18 UTC	Signed by Achraf Cherkaoui (a.cherkaoui@gmail.com) IP: 2.49.64.206
VIEWED	**12 / 31 / 2024** 17:22:56 UTC	Viewed by Khaled Hassounah (khassounah@getample.com) IP: 154.57.26.234
SIGNED	**12 / 31 / 2024** 17:23:07 UTC	Signed by Khaled Hassounah (khassounah@getample.com) IP: 154.57.26.234
COMPLETED	**12 / 31 / 2024** 17:23:07 UTC	The document has been completed.

Exhibit II

AMPLE, INC.

NOTE PURCHASE AND EXCHANGE AGREEMENT

This Note Purchase and Exchange Agreement (the "**Agreement**") is made as of January 3, 2025, by and among Ample, Inc., a Delaware corporation (the "**Company**"), the persons and entities named on the Schedule of Purchasers attached hereto as **Schedule A-1** (individually, a "**Purchaser**" and collectively, the "**Purchasers**"), and the Exchange Parties (defined below) (with the Company, each Purchaser and each Exchange Party, a "**Party**").

RECITALS

A. The Company has authorized the sale and issuance of convertible promissory notes in substantially the form attached hereto as **Exhibit A** (each, a "**Note**" and collectively, the "**Notes**"). The aggregate authorized principal amount of the Notes is $100,000,000 (such amount, the "**Maximum Authorized Note Principal**").

B. In connection with the transactions contemplated by this Agreement, each Exchange Party will be entitled to exchange a certain number of shares of the Company's shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock (collectively, the "**Legacy Preferred Stock**") held by such Exchange Party for shares of the Company's Series C-2 Preferred Stock or Series C-3 Preferred Stock (the foregoing series collectively, the "**Senior Preferred Stock**" and together with the Legacy Preferred Stock, the "**Preferred Stock**"), as further detailed in this Agreement.

AGREEMENT

In consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, the Company, each Purchaser and each Exchange Party, severally and not jointly, intending to be legally bound, hereby agree as follows:

1. NOTES

1.1 The Notes. Subject to the terms of this Agreement, each Purchaser, severally and not jointly, agrees to purchase from the Company at the applicable Closing (as defined below) a Note in the principal amount set forth opposite such Purchaser's name on the Schedule of Purchasers with respect to such Closing, against the issuance and delivery by the Company of a Note for such principal amount. The maximum aggregate principal amount of all Notes to be issued and sold by the Company to the Purchasers pursuant to this Agreement shall be an amount equal to the Maximum Authorized Note Principal.

2. CLOSINGS; DELIVERY; EXCHANGES

2.1 Initial Closing. The initial closing of the sale and purchase of the Notes by each Purchaser listed on the Schedule of Purchasers under the heading "Initial Closing" in the principal amount set forth opposite such Purchaser's name under such heading (the "**Initial Closing**") shall take place remotely via the exchange of documents and signatures on the date of this Agreement, on the terms and conditions set forth in this Agreement. For purposes hereof, the term "**Closing**" shall apply to the Initial Closing and each Subsequent Closing (as defined below), unless otherwise specified.

2.2 Subsequent Closings. After the Initial Closing, the Company may sell in one or more subsequent closings (each, a "**Subsequent Closing**"), on the terms and conditions set forth in this Agreement, additional Notes with an aggregate principal amount of up to the Maximum Authorized Note

Principal, less the aggregate principal amount of the Notes sold in the Initial Closing or any other Subsequent Closing, to one or more additional Purchasers (each such Purchaser, an "**Additional Purchaser**") acceptable to the Lead Investor and the Company (provided that any Purchaser that is an Exchange Offeree shall be deemed acceptable), provided that (a) such Subsequent Closing is consummated prior to January 24, 2025 (the "**Outside Closing Date**"), and (b) each Additional Purchaser and their affiliated Exchange Party (as applicable) is or becomes a party to the applicable Transaction Agreements (as defined below). Notwithstanding the provisions of Section 7.2, upon the execution by an Additional Purchaser and Exchange Party of a counterpart signature page to this Agreement, the Company may amend the applicable Schedule of Purchasers attached hereto as **Schedule A-1** and the Exchange Schedule attached hereto as **Schedule A-2**, without the consent of the Purchasers or Exchange Parties, to set forth the amounts to be invested by such Additional Purchaser in the applicable Subsequent Closing, and the details of the applicable Exchange related thereto (if any).

2.3 Delivery. At each Closing, (a) each Purchaser participating in such Closing shall deliver to the Company (i) a wire transfer to a bank account designated by the Company for the principal amount of such Purchaser's Note for the applicable Closing, and (ii) if not previously provided to the Company, a valid, duly executed IRS Form W-9 or applicable version of IRS Form W-8 and any other tax forms required by Section 5(b) of the Note, and (b) the Company shall issue and deliver to each Purchaser participating in such Closing a Note in favor of such Purchaser payable in the principal amount of such Purchaser's Note for the applicable Closing. In addition, at each Closing, the Company shall deliver to each Exchange Party an electronic stock certificate representing the shares of Senior Preferred Stock being issued to such Exchange Party at such Closing pursuant to the applicable Exchange.

2.4 Exchanges.

(a) Initial Closing C-2 Exchanges. Each Purchaser who purchases one or more Notes at the Initial Closing and is either the record holder, or is not a record holder but is instead an Affiliate of a record holder, of shares of Legacy Preferred Stock as of immediately prior to the Initial Closing, shall designate themselves, or the other applicable record holder Affiliate(s), to serve as such Purchaser's corresponding "Exchange Party" hereunder (such Purchaser record holder, or Affiliate record holder, as applicable, a "**C-2 Exchange Party**"), and such C-2 Exchange Party shall be listed on the Exchange Schedule attached hereto as **Schedule A-2**, and participate in the C-2 Exchange concurrently with the Initial Closing. Effective as of the Initial Closing, each C-2 Exchange Party hereby transfers and assigns to the Company, and the Company hereby accepts from such C-2 Exchange Party, all of such C-2 Exchange Party's right, title and interest in and to such number of shares of Legacy Preferred Stock as is set forth opposite such C-2 Exchange Party's name on **Schedule A-2**, in consideration for the Company's sale and issuance to such C-2 Exchange Party of such number of shares of Series C-2 Preferred Stock as is set forth opposite such C-2 Exchange Party's name on **Schedule A-2** (each such sale, transfer, exchange and issuance hereunder, a "**C-2 Exchange**"). Notwithstanding anything herein to the contrary but subject to Section 2.4(c) below, the Company, each Purchaser participating in the Initial Closing and each C-2 Exchange Party hereby acknowledge and agree that (i) the shares of Series C-2 Preferred Stock set forth on **Schedule A-2** with respect to the Initial Closing represent the only shares of Senior Preferred Stock issuable to such Exchange Party (or Purchaser) in connection with the Initial Closing, that such C-2 Exchange Party (or Purchaser) are not entitled to exchange any shares of Legacy Preferred Stock, or receive any shares of Senior Preferred Stock, in connection with the purchase of Notes at the Initial Closing, except as set forth on **Schedule A-2** in relation to the Initial Closing, (ii) a C-2 Exchange Party, together with its Affiliates, may not purchase more than the aggregate Pro Rata Amount of the corresponding Affiliated Exchange Offeree(s) in the Initial Closing, and (iii) the principal amount of any Note issued in the Initial Closing shall reduce (on a

corresponding dollar-for-dollar basis), the Pro Rata Amount of the applicable Exchange Offeree (the Purchaser and/or its Affiliate(s)) with respect to Subsequent Closings hereunder.

(b) Rights Offering; Subsequent Closing C-3 Exchanges.

(1) The Company shall have initiated at least seven calendar days prior to the Initial Closing a rights offering (the **"Rights Offering**") to each record holder of Legacy Preferred Stock as of the Initial Closing that is an "accredited investor", as such term is defined in Rule 501 under the Securities Act (each an "**Exchange Offeree**") and pursuant to a Notice of Right to Participate substantially in the form attached hereto as **Exhibit G** (the "**Notice of Right to Participate**"). Prior to the Outside Closing Date, each Exchange Offeree shall be eligible to acquire one or more Notes in accordance with Section 2.1 or Section 2.2, and participate (or designate an applicable Affiliate(s)) in an Exchange, in each case as further described below.

(2) Each Exchange Offeree shall be entitled to purchase up to such principal amount of Notes, at the Initial Closing or at one or more Subsequent Closings, as is equal to the sum of, for each series of Legacy Preferred Stock owned by such Exchange Offeree, the product of (i) the ratio of (a) the number of shares of such series Legacy Preferred Stock held by such Exchange Offeree immediately prior to the Initial Closing to (b) the total number of outstanding shares of such series of Legacy Preferred Stock immediately prior to the Initial Closing, multiplied by (ii) the applicable Series Exchange Dollar Allocation for such series of Legacy Preferred Stock, as described in Section 2.4(b)(5) below (such sum, an Exchange Offeree's "**Pro Rata Amount**"); provided that such Pro Rata Amount shall be correspondingly reduced by the principal amount of any Note purchased by such Exchange Offeree (or its permitted assign(s)) at the Initial Closing. Subject to the consent of the Company, each Exchange Offeree shall have the right to assign its foregoing investment rights to its Affiliates that are "accredited investors", provided that any assignment shall not otherwise affect its rights and obligations to participate in an Exchange in accordance with Section 2.4(b)(5) with respect to the Note(s) purchased by its permitted assign(s). Notwithstanding anything herein to the contrary, the Company, each Purchaser and each Exchange Party hereby acknowledge and agree that the Pro Rata Amount of each Exchange Offeree is as set forth opposite their name on **Schedule B** attached hereto (the "**Allocation Schedule**").

(3) In order to participate as a Purchaser or as an Additional Purchaser in a Closing, an Exchange Offeree (or its permitted assign(s)) shall return to the Company, a completed and executed Indication of Interest which is included as Exhibit A to the Notice of Right to Participate (the "**Indication of Interest**") no later than (a) December 31, 2024, in the case of a Purchaser that wishes to participate in the Initial Closing, and/or (b) January 17, 2025 (the "**C-3 Rights Offering Election Date**"), in the case of an Additional Purchaser that wishes to participate in a Subsequent Closing, stating (i) the principal amount of Notes such Exchange Offeree (or its permitted assign(s)) wishes to purchase, which, for the avoidance of doubt, may be less than, equal to, or greater than such Exchange Offeree's Pro Rata Amount (provided that the Company is not obligated to sell to any Exchange Offeree an amount in excess of the Exchange Offeree's Pro Rata Amount) (the "**Expressed Demand Amount**"), and (ii) whether such Exchange Offeree wishes to participate in the applicable Exchange. Any closings for such Rights Offering will occur no later than the Outside Closing Date. If, as of the C-3 Rights Offering Election Date, the Exchange Offerees (or their permitted assign(s)) have in the aggregate not elected to purchase at least the entire Pro Rata Amount of Notes principal for all Exchange Offerees, the Company will promptly (within two business days) offer the remaining unallocated Pro Rata Amount of Notes principal on a pro rata basis (determined based on the relative Expressed Demand Amount of Notes of each Exchange Offeree (or their permitted assign(s) that has elected to purchase a principal amount of

Notes in excess of such Exchange Offeree's Pro Rata Amount in their applicable Indication of Interest (such Exchange Offerees, a "**Fully Exercising Offeree**") to the Fully Exercising Offerees (or their permitted assign(s)) (such offering of the remaining unallocated Note principal, the "**Final Offering**"). For the avoidance of doubt, in no event will an Exchange Party be permitted to exchange shares of a series of Legacy Preferred Stock in excess of (i) the total Series Exchange Share Allocation applicable to such series, taking into account all other Exchanges or (ii) the number of shares of Legacy Preferred Stock held by such Exchange Offeree in a given series of Legacy Preferred Stock.

(4) Each Exchange Offeree who purchases one or more Notes at a Subsequent Closing, or Exchange Offeree who assigns a portion of its Pro Rata Amount investment right to an Affiliate who then purchases one or more Notes at a Subsequent Closing, shall, if electing to participate in a C-3 Exchange, designate themselves as such Exchange Offeree's corresponding "Exchange Party" hereunder for purposes of such Note(s) so purchased (a "**C-3 Exchange Party**", and together with the C-2 Exchange Parties, collectively, the "**Exchange Parties**" and each, an "**Exchange Party**"), and such C-3 Exchange Party shall be listed on the Exchange Schedule attached hereto as **Schedule A-2**, and participate in the C-3 Exchange concurrently with the Subsequent Closing in which it or its assigns participates, and on the terms described herein. Each C-3 Exchange Party participating in a Subsequent Closing hereby agrees to transfer and assign to the Company all of such C-3 Exchange Party's right, title and interest in and to such number of shares of Legacy Preferred Stock, and in consideration for the Company's sale and issuance to such C-3 Exchange Party of such number of shares of Series C-3 Preferred Stock, as are in each case described in Section 2.4(b)(5) below (each such sale, transfer, exchange and issuance hereunder, a "**C-3 Exchange**"), and which shares of Legacy Preferred Stock and shares of Series C-3 Preferred Stock shall be set forth on **Schedule A-2** at the time of such applicable Subsequent Closing. Notwithstanding anything herein to the contrary, the Company, each Purchaser participating in the applicable Subsequent Closing and each C-3 Exchange Party hereby acknowledge and agree that (i) the shares of Series C-3 Preferred Stock issuable to the applicable C-3 Exchange Party pursuant to Section 2.4(b)(5) below represent the only shares of Senior Preferred Stock issuable to such Exchange Party in connection with such Subsequent Closing, that such C-3 Exchange Party is not entitled to exchange any shares of Legacy Preferred Stock, or receive any shares of Senior Preferred Stock, in connection with the purchase of Notes at a Subsequent Closing, except as described in such Section, (ii) a C-3 Exchange Party may not purchase more than the Pro Rata Amount of the corresponding Exchange Offeree in any Subsequent Closing prior to the Final Offering, and (iii) the principal amount of any Note issued in the Initial Closing or in a Subsequent Closing shall reduce (on a corresponding dollar-for-dollar basis), the Pro Rata Amount of the applicable Exchange Offeree with respect to Subsequent Closings thereafter.

(5) **Exchange Obligation**. With respect to each Subsequent Closing and related C-3 Exchange:

(a) **Series C-1 Exchange**. For each full $5.766 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange 0.86 shares of Series C-1 Preferred Stock, rounded down to the nearest whole share (such Series C-1 Preferred Stock, as exchanged, "**Exchanged Series C-1 Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series C-1 Exchange Ratio**");

(b) **Series C Exchange**. For each full $6.705 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange one (1) share of Series C Preferred Stock (such Series C Preferred Stock, as exchanged, "**Exchanged Series C Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series C Exchange Ratio**");

(c) **Series B Exchange**. For each full $11.174 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange one (1) share of Series B Preferred Stock (such Series B Preferred Stock, as exchanged, "**Exchanged Series B Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series B Exchange Ratio**"); and

(d) **Series A Exchange**. For each full $16.762 in aggregate principal amount invested in the purchase of one or more Notes by an Exchange Offeree (or its permitted assign(s)) in a Subsequent Closing, such Party's corresponding Exchange Party shall (assuming they have elected in accordance with the Rights Offering terms to participate in the applicable C-3 Exchange) exchange one (1) share of Series A Preferred Stock (sometimes together with the Exchanged Series C-1 Legacy Preferred Stock, the Exchanged Series C Legacy Preferred Stock, and the Exchanged Series B Legacy Preferred Stock, collectively the "**Exchanged Legacy Preferred Stock**") held (if any) by such Exchange Party for one (1) share of Series C-3 Preferred Stock (the "**Series A Exchange Ratio**");

provided, however, that:

(i) in the event a C-3 Exchange Party immediately prior to the Subsequent Closing is the record holder of more than one series of Legacy Preferred Stock, such C-3 Exchange Party's shares of Legacy Preferred Stock shall be exchanged in the following descending order of priority (provided that no dollar of Note principal is applied to more than one share Exchanged as described in the above subparts (a)-(d) of this Section 2.4(b)(5), and subject in each case to the Series Exchange Share Allocations (as defined below): *first* by exchanging any shares of Series C-1 Preferred Stock held by such C-3 Exchange Party in accordance with the Series C-1 Exchange Ratio (until (x) such Exchange Party has no more shares of Series C-1 Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series C-1 Exchange Dollar Allocation has been allocated), *second* by exchanging any shares of Series C Preferred Stock held by such Exchange Party in accordance with the Series C Exchange Ratio (until (x) such Exchange Party has no more shares of Series C Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata

share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series C Exchange Dollar Allocation has been allocated), *third* by exchanging any shares of Series B Preferred Stock held by such C-3 Exchange Party in accordance with the Series B Exchange Ratio (until (x) such Exchange Party has no more shares of Series B Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series B Exchange Dollar Allocation has been allocated), and *fourth* by exchanging shares of Series A Preferred Stock held by such C-3 Exchange Party in accordance with the Series A Exchange Ratio (until (x) such Exchange Party has no more shares of Series A Preferred Stock left to exchange, (y) in the case of an Exchange other than in connection with a Final Offering, such Exchange Party has reached their pro rata share of such Series Exchange Share Allocation, or (z) in the case of an Exchange in connection with a Final Offering, until the aggregate Series A Exchange Dollar Allocation has been allocated),

(ii) except in connection with a Purchaser's purchase of a Note as part of the Final Offering (if any), a C-3 Exchange Party shall not be entitled to exchange any shares of its Legacy Preferred Stock in excess of the pro rata amount of such shares described opposite such C-3 Exchange Party's name on **Schedule B** hereto (less any shares of its Legacy Preferred Stock which was exchanged at the Initial Closing for Series C-2 Preferred Stock),

(iii) in connection with a Purchaser's purchase of a Note as part of the Final Offering (if any), an Exchange Party that is a Fully Exercising Offeree shall be entitled to exchange shares of its Legacy Preferred Stock in excess of the amount of shares described opposite such Exchange Party's name on **Schedule B** hereto in accordance with subparts (a)-(d) of this Section 2.4(b)(5), on a pro-rata basis with other Fully Exercising Offerees, and

(iv) no more than following maximum number of shares of each series of Legacy Preferred Stock may be exchanged pursuant to the terms of this Agreement (including in connection with any Final Offering) (as applicable to each series of Legacy Preferred Stock, a "**Series Exchange Share Allocation**"):

(i) Up to 1,422,448 shares (i.e. up to approximately $9,536,942 in principal amount of Notes (the "**Series C-1 Exchange Dollar Allocation**")) of the Company's Series C-1 Preferred Stock;

(ii) Up to 4,772,834 shares (i.e. up to approximately $31,999,943 in principal amount of Notes (the "**Series C Exchange Dollar Allocation**")) of the Company's Series C Preferred Stock;

(iii) Up to 1,036,001 shares (i.e. up to approximately $11,576,617 in principal amount of Notes (the "**Series B Exchange Dollar Allocation**")) of the Company's Series B Preferred Stock; and

(iv) Up to 1,291,604 shares (i.e. up to approximately $21,649,228 in principal amount of Notes (the "**Series A Exchange Dollar**

Allocation", and together with the Series C-1 Exchange Dollar Allocation, Series C Exchange Dollar Allocation, and Series B Exchange Dollar Allocation, each, a "**Series Exchange Dollar Allocation**")) of the Company's Series A Preferred Stock.

Notwithstanding anything herein to the contrary and for the avoidance of doubt, each dollar purchased in Notes by a Purchaser may only be counted once by all Exchange Offerees (or their permitted assign(s)) and Exchange Parties across all Exchanges hereunder.

(c) Each exchange of Legacy Preferred Stock for Senior Preferred Stock effected pursuant to this Section 2.4 is referred to herein as an "**Exchange**". For the avoidance of doubt, (i) each Exchange Offeree who holds shares of Legacy Preferred Stock and fails, together with its permitted assigns, to purchase Notes pursuant to this Agreement shall not be entitled to exchange any shares of Legacy Preferred Stock for shares of Senior Preferred Stock, provided that there will be no effect on such stockholder's shares of Legacy Preferred Stock; (ii) any remaining shares of Legacy Preferred Stock held by an Exchange Offeree that are not exchanged for shares of Senior Preferred Stock will not be exchanged; and (iii) regardless of the aggregate purchase amount of Notes by an Exchange Offeree, no stockholder holding shares of Legacy Preferred Stock will receive shares of Senior Preferred Stock hereunder that are not exchanged for Legacy Preferred Stock pursuant to the terms of this Agreement. The Company's agreement with each Exchange Party under this Section is a separate agreement, and each Exchange pursuant to this Section is a separate issuance. Each Exchange shall be effected on a stockholder-by-stockholder basis.

(d) To facilitate each Exchange, each Exchange Party shall surrender to the Company the stock certificates, if any, representing such shares of Exchanged Legacy Preferred Stock subject to such Exchange (collectively, the "**Existing Certificates**"). Upon surrender of the Existing Certificates to the Company, the holder of such Existing Certificates shall be entitled to receive in exchange therefor, a certificate or certificates representing the number of shares of Senior Preferred Stock into which Exchanged Legacy Preferred Stock shall have been exchanged in such Exchange, as well as any remaining shares of Legacy Preferred Stock represented by the applicable Existing Certificate and not subject to the applicable Exchange. The Existing Certificates so surrendered shall be cancelled. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to issue stock certificates evidencing such Senior Preferred Stock described on the Exchange Schedule unless the Existing Certificates are delivered to the Company or the Exchange Party notifies the Company that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates; provided, however, that each such share of Senior Preferred Stock described on the Exchange Schedule shall be deemed automatically issued and outstanding in the name of the applicable Exchange Party pursuant to the terms of this Agreement whether or not such Existing Certificates have been delivered to the Company.

(e) All rights with respect to any Exchanged Legacy Preferred Stock exchanged for Senior Preferred Stock pursuant to this Agreement, including the rights, if any, to receive notices and vote, will terminate at the time of such Exchange. Each Exchange Party hereby agrees that upon consummation of such Exchange, such Exchange Party shall not be entitled to any other consideration in respect of such Exchanged Legacy Preferred Stock other than those shares of Senior Preferred Stock in the amount and type as set forth opposite such Exchange Party's name on the Exchange Schedule. Each Exchange Party hereby represents and warrants that such Exchange Party has not transferred, pledged or otherwise disposed of, or encumbered any interest in, the Exchanged Legacy Preferred Stock held by such Exchange Party on the date of such Closing.

Each Exchange Party, without limiting any of the representations and warranties of such Exchange Party otherwise set forth herein, acknowledges that such Exchange Party (i) has had the opportunity to review the Notice of Right to Participate, this Agreement and the Transaction Agreements and understands the transactions contemplated herein, including, without limitation, the terms of the Exchanges, (ii) has engaged or has had the opportunity to engage independent legal counsel to review and advise such Exchange Party in connection with the foregoing and the transactions contemplated herein and (iii) has had the opportunity to ask questions to management of the Company about the Notice of Right to Participate, including the Indication of Interest, this Agreement and the Transaction Agreements and the transactions contemplated herein and has had such questions answered to the satisfaction of such Exchange Party.

(f) Other than each Exchange Party's right to receive the Senior Preferred Stock set forth opposite such Purchaser's name on the Exchange Schedule and the rights provided for in this Agreement and the Transaction Agreements, each Exchange Party subject to the terms of this Section hereby waives (on behalf of himself, herself or itself, as applicable) any and all demands, claims, suits, actions, causes of actions, proceedings, assessments and rights in respect of the Exchanged Legacy Preferred Stock exchanged in connection with this Section, including, without limitation, past or present actual, deemed or alleged default or event of default under instruments documenting the issuance of such Exchanged Legacy Preferred Stock.

(g) The Company shall adopt and file the Amended and Restated Certificate of Incorporation, in the form attached hereto as **Exhibit B** (the "**Restated Certificate**"), with the Secretary of State of Delaware before the Initial Closing which authorizes shares of each series of Senior Preferred Stock to be issued in the Exchanges.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as **Exhibit C** to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and correct as of the date of the Initial Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections and sections contained in this Section 3, and the disclosures in any section or section of the Disclosure Schedule shall qualify other sections and sections in this Section 3 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and sections.

3.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

3.2 Capitalization.

(a) The authorized capital of the Company consists, immediately prior to the Initial Closing, of:

(1) 29,295,321 shares of common stock, $0.0001 par value per share (the "**Common Stock**"), 9,653,272 shares of which are issued and outstanding immediately prior to the Initial Closing. All of the outstanding shares of Common Stock

have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws.

(2) 18,999,521 shares of Preferred Stock, of which (A) 2,693,687 have been designated Series C-1 Preferred Stock, 1,410,978 of which are issued and outstanding immediately prior to the Initial Closing, (B) 4,772,836 have been designated Series C Preferred Stock, 4,772,834 of which are issued and outstanding immediately prior to the Initial Closing, (C) 3,982,475 of which have been designated Series B Preferred Stock, 3,457,771 of which are issued and outstanding immediately prior to the Initial Closing, and (D) 7,550,523 of which have been designated Series A Preferred Stock, 7,209,200 of which are issued and outstanding immediately prior to the Initial Closing. The rights, privileges and preferences of the Preferred Stock are as stated in the Restated Certificate and as provided by the Delaware General Corporation Law. The Company holds no Preferred Stock in its treasury.

(b) The Company has reserved 1,614,200 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its 2015 Equity Incentive Plan duly adopted by the Board of Directors and approved by the Company stockholders (the "**Stock Plan**"). Of such reserved shares of Common Stock under the Stock Plan, no shares have been issued pursuant to restricted stock purchase agreements, options to purchase 473,538 shares have been granted and are currently outstanding or promised, 1,050,001 shares have been issued pursuant to the exercise of options, and 90,681 shares of Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan. The Company has furnished to the Purchasers complete and accurate copies of the Stock Plan and forms of agreements used thereunder.

(c) Section 3.2(c) of the Disclosure Schedule sets forth the capitalization of the Company immediately following the Initial Closing including the number of shares of the following: (i) issued and outstanding Common Stock, including, with respect to restricted Common Stock, vesting schedule and repurchase price; (ii) granted stock options, including vesting schedule and exercise price; (iii) shares of Common Stock reserved for future award grants under the Stock Plan; (iv) issued and outstanding Preferred Stock; and (v) warrants or stock purchase rights, if any. Except for (A) the conversion privileges of the shares to be issued pursuant to the Notes, (B) the rights provided in Section 4 of the Investors' Rights Agreement, and (C) the securities and rights described in Section 3.2(a)(2) of this Agreement and Section 3.2(a)(2) of the Disclosure Schedule, there are no (i) equity securities of any class of the Company or any security exchangeable into or exercisable for such equity securities authorized, issued, reserve for issuance or outstanding, or (ii) equity securities, options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, obligating the Company to issue, or to purchase or acquire from the Company, any shares of Common Stock, Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock, Preferred Stock or other capital stock. No holder of indebtedness of the Company has any right to convert or exchange such indebtedness for any equity securities or other securities of the Company.

(d) None of the Company's stock purchase agreements or stock option documents contains a provision for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events. The Company has never adjusted or amended the exercise price of any stock options previously awarded, whether through amendment, cancellation, replacement grant, repricing, or any other means. Except as set forth in the Restated Certificate, the Company has no obligation (contingent or otherwise) to purchase or redeem any of its capital stock.

(e) The Company has obtained valid waivers of any rights by other parties to purchase any of the shares issued upon covered by this Agreement.

3.3 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

3.4 Authorization. All corporate action required to be taken by the Board of Directors and stockholders in order to authorize the Company to enter into the Transaction Agreements, to issue the Notes, and to consummate the Exchanges, has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Notes and shares of Preferred Stock pursuant to the Exchanges has been taken. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (iii) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

3.5 Valid Issuance of Shares. The shares of Preferred Stock, when issued and delivered pursuant to the Exchanges in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 4 of this Agreement and subject to the filings described in Section 3.6 below, such shares of Preferred Stock will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of such shares of Preferred Stock has been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated Certificate, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchasers in Section 4 of this Agreement, the Common Stock issuable upon conversion of such shares of Preferred Stock will be issued in compliance with all applicable federal and state securities laws.

3.6 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchasers in Section 4 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Restated Certificate, which will have been filed as of the Initial Closing, and (ii) filings pursuant to applicable securities laws, which have been made or will be made in a timely manner.

3.7 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company's knowledge, currently threatened in writing (i) against the Company or any officer, director or Key Employee of the Company arising out of their employment or board relationship with the Company; or (ii) that questions the validity of the Transaction Agreements or the right of the Company to enter into them, or to consummate the transactions contemplated by the

Transaction Agreements; or (iii) to the Company's knowledge, that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Neither the Company nor, to the Company's knowledge, any of its officers, directors or Key Employees is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or Key Employees, such as would affect the Company). There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, or any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

3.8 Intellectual Property. The Company owns or possesses or believes it can acquire on commercially reasonable terms sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others. To the Company's knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. The Company has not received any communications alleging that the Company has violated, or by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business. To the Company's knowledge, it will not be necessary to use any inventions of any of its current or prior employees or consultants (or Persons it currently intends to hire) made prior to their employment by the Company. Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted. Section 3.8 of the Disclosure Schedule lists all Company Intellectual Property. Except as may be set forth in Section 3.8 of the Disclosure Schedule, the Company has not embedded any open source, copyleft or community source code in any of its products generally available or in development, including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement. To the extent the Company uses any open source or copyleft software in its products or services, the Company is in compliance with the terms of any such licenses in all material respects, and the Company is not required under any such license to (a) make or permit any disclosure or to make available any source code for its (or any of its licensors') proprietary software or (b) distribute or make available any of the Company's proprietary software or intellectual property (or to permit any such distribution or availability). For purposes of this Section 3.8, the Company shall be deemed to have knowledge of a patent right if the Company has actual knowledge of the patent right or would be found to be on notice of such patent right as determined by reference to United States patent laws. No government funding, facilities of a university, college, other educational institution or research center, or funding from third parties was used in the development of any Company Intellectual Property. No Person who was involved in, or who contributed to, the creation or development of any Company Intellectual Property, has performed services for the government, university, college, or other educational institution or research center in a manner that would affect Company's rights in the Company Intellectual Property

3.9 Compliance with Other Instruments. The Company is not in violation or default (i) of any provisions of its Restated Certificate or Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed on the Disclosure Schedule, or (v) to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

3.10 Certain Transactions.

(a) Other than (i) standard employee benefits generally made available to all employees, (ii) standard director and officer indemnification agreements approved by the Board of Directors, and (iii) the purchase of shares of the Company's capital stock and the issuance of options to purchase shares of the Company's Common Stock, in each instance, approved in the written minutes of the Board of Directors (previously provided to the Purchasers or their counsel), there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, consultants or Key Employees, or any Affiliate thereof.

(b) The Company is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing, other than in connection with expenses or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company or, to the Company's knowledge, have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation which competes with the Company except that directors, officers, employees or stockholders of the Company may own stock in (but not exceeding two percent (2%) of the outstanding capital stock of) publicly traded companies that may compete with the Company; or (iii) financial interest in any material contract with the Company.

3.11 Rights of Registration and Voting Rights. Except as provided in the Investors' Rights Agreement, the Company is not under any obligation to register under the Securities Act any of its currently outstanding securities or any securities issuable upon exercise or conversion of its currently outstanding securities. To the Company's knowledge, except as contemplated in the Voting Agreement, no stockholder of the Company has entered into any agreements with respect to the voting of capital shares of the Company.

3.12 Property. The property and assets that the Company owns are free and clear of all mortgages, deeds of trust, liens, loans and encumbrances, except for statutory liens for the payment of current taxes that are not yet delinquent and encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets. With respect to the property and assets it leases, the Company is in compliance with such leases and holds a valid

leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. The Company does not own any real property.

3.13 Financial Statements. The Company has delivered to each Purchaser its unaudited financial statements (balance sheet and income and cash flow statements, including notes thereto) as at and for the 12 month period ended December 31, 2023 and for the nine-month period ended September 30, 2024 (the "**Balance Sheet Date**") (collectively, the "**Financial Statements**"). The Financial Statements fairly present in all material respects the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to the Balance Sheet Date; (ii) obligations under contracts and commitments incurred in the ordinary course of business; and (iii) liabilities and obligations of a type or nature not required under GAAP to be reflected in the Financial Statements, which, in all such cases, individually and in the aggregate would not have a Material Adverse Effect

3.14 Changes. Since the Balance Sheet Date there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Material Adverse Effect;

(e) any material change to a material contract or agreement by which the Company or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer or Key Employee of the Company;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;

(i) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(k) any sale, assignment or transfer of any Company Intellectual Property that could reasonably be expected to result in a Material Adverse Effect;

(l) receipt of notice that there has been a loss of, or material order cancellation by, any major customer of the Company;

(m) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or

(n) any arrangement or commitment by the Company to do any of the things described in this Section 3.14.

(o) any arrangement or commitment by the Company to do any of the things described in this Section 3.14.

3.15 Employee Matters.

(a) All employees of the Company are either United States citizens or resident aliens specifically authorized to engage in employment in the United States in accordance with all applicable laws.

(b) To the Company's knowledge, none of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with the ability of any such employee to promote the interest of the Company or that would materially conflict with the Company's business. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as now conducted and as presently proposed to be conducted, will, to the Company's knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.

(c) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(d) To the Company's knowledge, no Key Employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as a Key Employee, nor does the Company have a present intention to terminate the employment of any of the

foregoing. The employment of each employee of the Company is terminable at the will of the Company. Except as set forth in Section 2.15(n) of the Disclosure Schedule or as required by law, upon termination of the employment of any such employees, no severance or other payments will become due. Except as set forth in Section 2.15(n) of the Disclosure Schedule, the Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(e) The Company does not sponsor, nor has it ever contributed to or have any liability for any "Employee Benefit Plan" as that term is defined in the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**").

(f) To the Company's knowledge, none of the Key Employees or directors of the Company has been (i) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

3.16 Tax Returns and Payments. There are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, county, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

3.17 Insurance. The Company has in full force and effect insurance policies concerning such casualties as would be reasonable and customary for companies like the Company. with extended coverage, sufficient in amount (subject to reasonable deductions) to allow it to replace any of its properties that might be damaged or destroyed.

3.18 Employee Agreements. Each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Purchasers (**the "Confidential Information Agreements**"). No current or former Key Employee has excluded works or inventions from his or her assignment of inventions pursuant to such Key Employee's Confidential Information Agreement. Each current and former Key Employee has executed a written agreement which includes a non-solicitation covenant. The Company is not aware that any of its Key Employees is in violation of any agreement covered by this Section 3.18.

3.19 Permits. The Company has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

3.20 Corporate Documents. The Restated Certificate and Bylaws of the Company are in the form provided to the Purchasers. The copy of the minute books of the Company provided to the Purchasers contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and stockholders with respect to all transactions referred to in such minutes.

3.21 83(b) Elections. To the Company's knowledge, all elections and notices under Section 83(b) of the Code have been or will be timely filed by all eligible individuals who have acquired unvested shares of the Company's Common Stock.

3.22 Real Property Holding Corporation. The Company is not now and has never been a "United States real property holding corporation" as defined in the Code and any applicable regulations promulgated thereunder. The Company has filed with the Internal Revenue Service all statements, if any, with its United States income tax returns which are required under such regulations.

3.23 Foreign Corrupt Practices Act; Sanctions. Neither the Company nor any of the Company's directors, officers employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA")), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Company or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any Person. Neither the Company nor any of its subsidiaries, nor any of their respective directors, officers, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. Neither the Company nor, to the Company's knowledge, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law (collectively, "**Enforcement Action**").

3.24 Data Privacy. In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) and/or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees and/or other third parties (collectively "**Personal Information**"), the Company is and has been, to the Company's knowledge, in compliance with all applicable laws in all relevant jurisdictions, the Company's privacy policies and the requirements of any contract or codes of conduct to which the Company is a party. The Company has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure. To the extent the Company maintains or transmits protected health information, as defined under 45 C.F.R. § 160.103, the Company is in compliance with the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, including all rules and regulations promulgated thereunder. The Company is and has been, to the Company's knowledge, in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations.

3.25 Critical Technologies. The Company does not produce, design, test, manufacture, fabricate or develop any "critical technologies" within the meaning of the Defense Production Act and applicable regulations set forth at 31 C.F.R. Part 801.204.

3.26 Disclosure. The Company has made available to the Purchasers all the information reasonably available to the Company that the Purchasers have requested for deciding whether to acquire the Shares, including certain of the Company's projections describing its proposed business plan (the "**Business Plan**").

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS AND EXCHANGE PARTIES

Each Purchaser and Exchange Party, severally and not jointly, hereby represents and warrants to the Company as of each Closing in which such party purchases a Note and/or participates in an Exchange, as applicable, as to itself only:

4.1 Authorization. Such Party has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which such Party is a party, when executed and delivered by the Party, will constitute valid and legally binding obligations of the Party, enforceable against such Party in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, or (b) to the extent the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable federal or state securities laws.

4.2 Purchase for Own Account. Such Party is acquiring the Note, any securities issued upon conversion of the Note, and any shares of Preferred Stock issued pursuant to an Exchange, in each case as applicable (collectively, the "**Securities**"), solely for the Party's own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention. By executing this Agreement, such Party further represents that the Party does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Securities. The Party has not been formed for the specific purpose of acquiring the Securities.

4.3 Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in Section 3 above or the right of each Party to rely thereon, each Party hereby: (a) acknowledges that the Party has received all the information the Party has requested from the Company and the Party considers necessary or appropriate for deciding whether to acquire the Securities, (b) represents that the Party has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given the Party and (c) further represents that the Party has such knowledge and experience in financial and business matters that the Party is capable of evaluating the merits and risk of this investment.

4.4 Ability to Bear Economic Risk. Each Party acknowledges that investment in the Securities involves a high degree of risk, and represents that the Party is able, without materially impairing the Party's financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of the Party's investment.

4.5 Restricted Securities. Such Party understands that the Securities have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Party's representations as expressed herein. Such Party understands that the

Securities are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, such Party must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Such Party acknowledges that the Company has no obligation to register or qualify the Securities, or the Common Stock into which shares of Preferred Stock may be converted, for resale except as set forth in the Investors' Rights Agreement. Such Party further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of such Party's control, and which the Company is under no obligation and may not be able to satisfy.

4.6 No Public Market. The Party understands that no public market now exists for the Securities and that the Company has made no assurances that a public market will ever exist for the Securities.

4.7 Legends. The Party understands that the shares of Preferred Stock and any securities issued in respect of or exchange for such shares, may be notated with one or all of the following legends:

(a) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend set forth in, or required by, the other Transaction Agreements.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Securities represented by the certificate, instrument, or book entry so legended.

4.8 Further Limitations on Disposition. Without in any way limiting the representations set forth above, each Party further agrees not to make any disposition of all or any portion of the Securities to any person or entity unless and until:

(a) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) The Party shall have notified the Company of the proposed disposition and furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, the Party shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act or any applicable state securities laws; provided that no such opinion shall be required for dispositions in compliance with Rule 144 under the Securities Act, except in unusual circumstances.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be necessary for a transfer by the Party to a partner (or retired partner), member (or retired member) or affiliates of the Party or transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were the Party hereunder.

4.9 Accredited Investor Status. The Party is an "accredited investor" as such term is defined in Rule 501 under the Securities Act.

4.10 No General Solicitation. Neither such Party, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Securities.

4.11 Residence. If such Party is an individual, then such Party resides in the state or province identified in the address of the Party set forth on the Schedule of Purchasers or the Exchange Schedule, as applicable; if such Party is a partnership, corporation, limited liability company or other entity, then the office or offices of such Party in which its principal place of business is identified in the address or addresses of such Party set forth on the Schedule of Purchasers or the Exchange Schedule, as applicable.

4.12 Foreign Party. If such Party is not a United States person (as defined by Section 7701(a)(30) of the Code), such Party hereby represents that he, she or it has satisfied itself as to the full observance of the laws of such Party's jurisdiction in connection with any invitation to subscribe for the Securities or execute the Transaction Agreements, including (a) the legal requirements within such Party's jurisdiction for the purchase of the Securities, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Such Party's subscription, payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of such Party's jurisdiction.

4.13 Not on International Sanctions Lists. Such Party is not, and is not owned or controlled by a person (each, a "**Controlling Person**") that is, (i) listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") or any similar export control, terrorism, money laundering or drug trafficking related list administered by any governmental authority either within or outside the United States (including, without limitation, the United Nations, the European Union, Canada or the United Kingdom) or (ii) the subject of any of the sanctions administered by OFAC, the U.S. Department of State or any equivalent sanctions or measures imposed by the United Nations, the European Union, Canada, the United Kingdom or any other government entity (collectively "**Sanctions**"), and none of such Party's officers or directors or, to such Party's knowledge, any of such Party's employees or agents, or a Controlling Person's respective officers, directors, employees or agents have engaged in sanctionable conduct under Sanctions. None of such Party or any of its officers or directors, nor, to such Party's knowledge, any of its employees or agents (i) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of Sanctions, (ii) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project or (iii) is or ever has been in violation of or subject to an investigation relating to Sanctions

4.14 "Bad Actor" Matters. Such Party hereby represents that no Disqualification Event is applicable to Party or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Such Party hereby agrees that it shall notify the Company promptly in writing in the event a Disqualification Event becomes applicable to the Party or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Section 4.13, "Rule 506(d) Related Party" shall mean a person or entity that is a beneficial owner of such Party's securities for purposes of Rule 506(d) of the Securities Act.

4.15 Tax Review. The Party has had an opportunity to review with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by the Transaction Agreements. With respect to such matters, the Party relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Party understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the Transaction Agreements.

5. CONDITIONS TO CLOSING

5.1 Conditions to the Purchasers' Obligations. The Purchasers' obligations to acquire the Notes at a Closing are subject to the satisfaction or waiver, each at the discretion of such Purchaser, of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true and correct on and as of the Initial Closing with the same effect as though such representations and warranties had been made on and as of the Initial Closing.

(b) Performance. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before such Closing.

(c) Compliance Certificate. The Chief Executive Officer of the Company shall deliver to the Parties participating in the Initial Closing, at the Initial Closing, a certificate certifying that the conditions specified in Sections 5.1(a) and 5.1(b) have been fulfilled in all material respects.

(d) Consents and Approvals. All consents, approvals, waivers, authorizations, licenses or orders of, registrations, qualifications, designations, declarations or filings with, or notice to any governmental entity or any other person or entity necessary to be obtained, made or given in connection with the transactions contemplated hereby shall have been duly obtained, made or given and shall be in full force and effect, without the imposition upon the Company of any condition, restriction or required undertaking.

(e) Investors' Rights Agreement. The Company and each Party participating in an Exchange (other than the Party relying upon this condition to excuse such Party's performance hereunder) and the other stockholders of the Company named as parties thereto shall have executed and delivered the Investors' Rights Agreement.

(f) Right of First Refusal and Co-Sale Agreement. The Company, each Party participating in an Exchange (other than the Party relying upon this condition to excuse such Party's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co Sale Agreement.

(g) Voting Agreement. The Company, each Party participating in an Exchange (other than the Party relying upon this condition to excuse such Party's performance hereunder), and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

(h) Restated Certificate. The Company shall have filed the Restated Certificate with the Secretary of State of Delaware on or prior to the Initial Closing, which shall continue to be in full force and effect as of such Closing.

(i) **Proceedings**. All corporate and other proceedings taken or required to be taken by the Company and in connection with the transactions contemplated hereby shall be reasonably satisfactory in form and substance to the Purchasers and all documents incident thereto shall have been executed and delivered to such Purchasers and their counsel, and shall be reasonably satisfactory in form and substance to such Purchasers and their counsel.

(j) **Management Incentive Plan**. The Company shall have adopted a management incentive plan approved by the Board of Directors and the Lead Investor.

5.2 Conditions to Company's Obligations. The Company's obligations to issue and sell the Notes at each Closing and consummate each Exchange are subject to the satisfaction or waiver, each at the discretion of the Company, of the following conditions:

(a) **Representations and Warranties**. The representations and warranties of each Party contained in Section 4 shall be true and correct in all respects as of such Closing.

(b) **Performance**. The Parties shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before such Closing.

(c) **Qualifications**. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Securities pursuant to this Agreement shall be obtained and effective as of such Closing.

(d) **Investors' Rights Agreement**. Each Party participating in an Exchange shall have executed and delivered the Investors' Rights Agreement.

(e) **Right of First Refusal and Co Sale Agreement**. Each Party participating in an Exchange and the other stockholders of the Company named as parties thereto shall have executed and delivered the Right of First Refusal and Co Sale Agreement.

(f) **Voting Agreement**. Each Party participating in an Exchange and the other stockholders of the Company named as parties thereto shall have executed and delivered the Voting Agreement.

(g) **Management Incentive Plan**. The Company shall have adopted a management incentive plan approved by the Board of Directors and the Lead Investor.

6. DEFINED TERMS USED IN THIS AGREEMENT

6.1 In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) "**Affiliate**" 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, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

(b) "**Code**" means the Internal Revenue Code of 1986, as amended.

(c) "**Company Intellectual Property**" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, the subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Company in the conduct of the Company's business as now conducted and as presently proposed to be conducted.

(d) "**Investors' Rights Agreement**" means the amended and restated agreement among the Company, certain of the Purchasers, and certain other stockholders of the Company dated as of the date of the Initial Closing, in the form of **Exhibit D** attached to this Agreement.

(e) "**Key Employee**" means John de Souza and Khaled Hassounah.

(f) "**Knowledge**" including the phrase "**to the Company's knowledge**" shall mean the actual knowledge, after reasonable investigation, of John de Souza and Khaled Hassounah.

(g) "**Material Adverse Effect**" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Company.

(h) "**Lead Investor**" means Moore Strategic Ventures, LLC, together with its Affiliates.

(i) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(j) "**Right of First Refusal and Co-Sale Agreement**" means the amended and restated agreement among the Company, certain of the Purchasers, and certain other stockholders of the Company, dated as of the date of the Initial Closing, in the form of **Exhibit E** attached to this Agreement.

(k) "**Series A Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(l) "**Series B Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(m) "**Series C Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(n) "**Series C-1 Preferred Stock**" means shares of the Company's Series A Preferred Stock, $0.0001 par value per share.

(o) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(p) "**Transaction Agreements**" means this Agreement, the Notes, the Investors' Rights Agreement, the Right of First Refusal and Co-Sale Agreement and the Voting Agreement.

(q) "**Voting Agreement**" means the amended and restated agreement among the Company, certain of the Purchasers, and certain other stockholders of the Company, dated as of the date of the Initial Closing, in the form of **Exhibit F** attached to this Agreement.

7. MISCELLANEOUS

7.1 Further Assurances. Each Party agrees and covenants that at any time and from time to time it will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require of such Party in its capacity as a stockholder of the Company in order to carry out the full intent and purpose of the Transaction Agreements and to comply with state or federal securities laws or other regulatory approvals.

7.2 Amendment and Waiver. Any term of this Agreement may be amended or waived with the written consent of the Company and the Purchasers holding a majority of the outstanding principal amount of the Notes, which majority must include the Lead Purchaser (together, the "**Majority Holders**"), provided however that any amendment or waiver adversely affecting any Exchange Party shall require the written consent of Exchange Parties then holding at least a majority of all Senior Preferred Stock then outstanding. Any amendment or waiver effected in accordance with this Section 7.2 shall be binding upon the Parties and each transferee of the Securities (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Company.

7.3 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

7.4 Specific Performance. The parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof. It is accordingly agreed that the terms and provisions of this agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and be in addition to any other remedies which any party may have under this Agreement or otherwise.

7.5 Binding Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.6 Counterparts; Manner of Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.7 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.8 Notices.

(a) All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications to a party shall be sent to the party's address set forth on the signature page hereto or at such other address(es) as such party may designate by advance written notice to the other party hereto. A copy of any notice to the Company shall be sent to WilmerHale, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attention: Todd Rumberger.

(b) Each Party consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below such Party's name on the signature page or Schedule of Purchasers or Exchange Schedule, as applicable, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Party agrees to promptly notify the Company of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

7.9 Fees and Expenses. The Company and the Parties shall bear their respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Agreement and the transactions contemplated herein, provided that the Company shall pay the reasonable legal fees and expenses of Cooley LLP, the counsel for the Lead Investor, at the Initial Closing in an amount not to exceed in the aggregate $100,000. The Company acknowledges and agrees that the Lead Investor may pay Cooley LLP such fees by setting off a portion of its purchase price for its Note(s), and such payment shall be deemed to have been made to the Company and then paid to Cooley LLP by the Company.

7.10 Assignment by the Company. The rights, interests or obligations hereunder may not be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Majority Holders.

7.11 Waiver of Conflicts. Each party to this Agreement acknowledges that Wilmer Cutler Pickering Hale and Dorr LLP ("**WilmerHale**"), counsel for the Company, has in the past performed and may continue to perform legal services for certain of the Parties in matters unrelated to the transactions described in this Agreement, including the representation of such Parties in venture capital financings and other matters. Accordingly, each party to this Agreement hereby (a) acknowledges that they have had an opportunity to ask for information relevant to this disclosure; and (b) gives its informed consent to WilmerHale's representation of certain of the Parties in such unrelated matters and to WilmerHale's representation of the Company in connection with this Agreement and the transactions contemplated hereby.

7.12 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by a Paty of any breach or default under this Agreement, or any waiver by a Party of any provisions or

conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Agreement, or by law or otherwise afforded to a Party, shall be cumulative and not alternative.

7.13 Entire Agreement. This Agreement, including the Exhibits hereto, and the Transaction Agreements constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

7.14 Exculpation among Parties. Each Party acknowledge that such Party is not relying on any person, firm or corporation, other than the Company and its officers and members of the Board of Directors, in making its investment or decision to invest in the Company.

7.15 Broker's Fees. Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

7.16 Tax Matters. The Company and the Parties intend, for U.S. federal and applicable state income tax purposes, (i) that each Exchange constitute a recapitalization pursuant to Section 368(a)(1)(E) of the Code and/or a tax deferred transaction pursuant to Section 1036 of the Code and (ii) the debt represented by the Note is part of an investment unit within the meaning of Section 1273(c)(2) of the Code that includes the right for the Parties to effect the Exchange and that for purposes of Section 1273(c)(2), such rights shall be allocated to the debt represented by the Notes as reasonably determined by the Company. The Company and the Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the U.S. Treasury Regulations. The Company and each Party's books and records shall be maintained, and all tax returns and schedules thereto shall be filed, in a manner consistent with the intended tax treatment set forth in this Section 7.16, unless otherwise required as a result of: (i) a change in relevant law or official guidance occurring after the date hereof; or (ii) a governmental entity in connection with the good faith resolution of an audit or similar proceeding.

7.17 Obligations of Parties Several. The obligations of each Party under this Agreement and each of the other Transaction Agreements and in respect of the transactions contemplated hereby and thereby are several and not joint. The failure of any Party to carry out its obligations under any Transaction Agreement shall not relieve the Company or any other Party of any obligation thereunder, nor shall any Party be responsible for the obligations of, or for any action taken or omitted by, any other person or entity hereunder or thereunder. Nothing contained in any of the Transaction Agreements to which such Party is a party shall be deemed to cause any Party to be considered a partner of or joint venturer with any other Party or the Company.

7.18 Survival of Representations and Warranties. The representations and warranties of the Company and the Parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and each Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Parties or the Company.

7.19 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of any of the Transaction Agreements, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

7.20 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

7.21 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

COMPANY:

AMPLE, INC.

By: _____

Name: Khaled Hassounah
Title: Chief Executive Officer

Address: 100 Hooper St., Suite 25
San Francisco, CA 94107

Doc ID: e9bba0d58c887c4a436f5dd51df66db5e3e2651a

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

MOORE STRATEGIC VENTURES, LLC

By: Scott Dinnell

Name: Scott Dinnell
Title: Authorized Signatory

Email: investmentteam@moorecap.com

Address: 11 Times Square
New York, NY 10036

Doc ID: 2d6ca0117052cdd3282b66caafcd58206889280e

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ALM HOLDING

By: _____
Name: Achraf Cherkaoui
Title: Authorized Signatory

Email: a.cherkaoui@gmail.com

Address: PO Box 334223, Dubai, UAE.
_____
_____

Doc ID: 3c8f246eb9db8b58628d981f023b02b8af24b0c0

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ANDREW KAISER

Andrew Kaiser

_____

Email: andrew.kaiser@mac.com

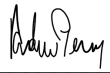
Address: 580 Toro Canyon Rd.,
Santa Barbara, CA 93108

Doc ID: be219d1036814ae9e097ad15c9df45eebd621041

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ANDREW PERRY



Email: andrewperry2367@gmail.com

Address: 111 South Quincy Avenue
Margaye, NJ 08402

Doc ID: ba8a882660c4c833a6b73d35c5a9088e0e56486e

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

BEAGLE VENTURES LLC

Carmine Capossela

By: _____

Name: Carmine Capossela
Title: Authorized Signatory

Email: mino.capossela@live.com

Address: 258 Buck Road
Stone Ridge, NY 12484

Doc ID: 239f48f999221208621ee3b17f19023f01f7b490

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

BUTTERNUT TREE LLC

By: _____
Name: Peter Ort
Title: Authorized Signatory

Email: peter@ort.com

Address: 7901 4th St N Suite 21059, St Petersburg, FL 33702

Doc ID: 6e22aee6dc9f3aa7f92755e467aa61f0a12a05e8

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

GERARD MICHAEL

Gerard Michael

Email: g.michael@smartleaf.com

Address: 18 Gibson St.
Cambridge, MA 02138

Doc ID: 3c28508dc88b06da86fe5f5f06634a5b6c77b93c

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

INVERSIONES CIELO ALTO CORP.

By: _____
Name: Paul Enrique Spiniak Vilensky
Title: Authorized Signatory

Email: pspiniak@gmail.com

Address: Isidora Goyenechea 2939 p.15, Las Condes,
Santiago, Chile

Doc ID: 87986107e5d85036a80c5eba0dae42b3c9f86729

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

INVERSIONES EL MONASTERIO CORP.

By: _____
Name: Luis Alberto Spiniak Vilensky
Title: Authorized Signatory

Email: elmonasterio10@gmail.com

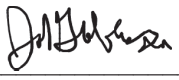
Address: Isidora Goyenechea 2939, p15, Las Condes, Santiago, Chile

Doc ID: 3a6c4f5f08149c1c548c8cf55909dbf36386130f

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

JOSEPH GLEBERMAN



Email: gleberman@pritzkerorg.com

Address: 133 West 69th St #2
New York NY 10023
email is jgleberman@pritzkerorg.com

Doc ID: aaf53a2843857d70e1dd4379d341dcbbbc5a4001

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

KRAUS INVESTMENT PARTNERS LLC

By: _____
Name: Peter Kraus
Title: Authorized Signatory

Email: ps.kraus@gmail.com

Address: 720 Park Avenue, NYC NY
_____
_____

Doc ID: 3d74b017c156cec47f6e5cb557359c82ad7c4287

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

NEW GROUND VENTURES II, LP

By: _____
Name: Anthony Xu
Title: Authorized Signatory

Email: anthony@newground.vc
CC: zac@newground.vc

Address: 855 El Camino Real Ste 13A-348
Palo Alto, CA 94301

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

NGV CO-INVESTMENT FUND, LP

By: _____
Name: Anthony Xu
Title: Authorized Signatory

Email: anthony@newground.vc
CC: zac@newground.vc

Address: 855 El Camino Real Ste 13A-348
Palo Alto, CA 94301

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

PIXMA HOLDINGS LTD

By: Frank Zindel
Name: Frank Zindel
Title: Authorized Signatory

Email: frank.zindel@szta.li

Address: Kirchstrasse 39 9490 Vaduz
Liechtenstein

Doc ID: ff3f8bf3f413787292eceb3f4cf6091d2f599bcc

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

REPSOL ENERGY VENTURES, S.A.

By: _____
Name: Gema Garcia Gonzalez
Title: Authorized Signatory

Email: ggarciag@repsol.com

Address: Méndez Alvaro 44, 28042 Madrid,
Spain

Doc ID: b189cdb524cab9d402fa8ff857cd5088e4b38fb6

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ROBERT TODD LINCOLN, CHARLES SCHWAB & CO. INC., CUST IRA ROLLOVER

By: R. Todd Lincoln
Name: Todd Lincoln
Title: Authorized Signatory

Email: toddlincoln1@gmail.com

Address: 26650 Rancho San Carlos Road
Carmel, CA, 93923

Doc ID: 6e4018a028f049de932cced7809e8fbc1fd115a0

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

ROBIN NEUSTEIN



Email: andy.vinciguerra@anchin.com
CC: RNeusteinfool@anchin.com

Address: Anchin LLP, Andy Vinciguerra
3 Times Square
New York, NY 10036

Doc ID: ba771370c765ef9bcba92df0f644092526d79d56

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

SANJEEV MEHRA IRREVOCABLE GIFT TRUST

By: Karen Petersen Mehra
Name: Karen Petersen Mehra
Title: Authorized Signatory

Email: sanjeevmehra17@icloud.com

Address: 44 Mayfair Lane
Greenwich, CT 06831

Doc ID: 9c26a31ba4696d848fa899f40c880c4a8077a55d

Docusign Envelope ID: B27D284B-7C05-4BBC-8C84-60AA23CBA9B5

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

SHELL VENTURES LLC

DocuSigned by:
By: Brian Panoff
66DFC3A63E5A45D...
Name: Brian Panoff
Title: Authorized Signatory

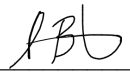
Email: brian.panoff@shell.com

Address: 150 N. Dairy Ashford Rd.
Houston, TX 77079

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

SUNIL BHILOTRA



Email: sbhilotra@icloud.com

Address: 16 Al Adwa'a Street
Abu Dhabi UAE

Doc ID: a31294be4be6eefe6edbe09c409f82c2cc2510bf

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

TAMARACK FI AMPLE I LLC

By: John McCormick
Name: John McCormick
Title: Authorized Signatory

Email: john@tamarackglobal.com

Address: 30 Beechcroft Road
Greenwich, CT 06830

Doc ID: 88623c1cff03d92b51ea1d06961b66cf30025e99

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

TAMARACK GLOBAL OPPORTUNITIES I LP

By: John McCormick
Name: John McCormick
Title: Authorized Signatory

Email: john@tamarackglobal.com

Address: 30 Beechcroft Road
Greenwich, CT 06830

Doc ID: 518688b2f1fa8b0034c310958b9f321edc0356ec

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

TODD PERRY

Todd Perry

_____

Email: toddmperry4@gmail.com

Address: 34 Mountain Avenue
Maplewood, NJ 07040

Doc ID: 0d3e4ee8f9d2a605a3de4a93faa0fd8d33f0d01f

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

BRIAN KAMINSKEY



_____

Email: bkaminskey@icloud.com

Address: 95 Garner Lane
Bayshore, NY

Doc ID: aa08c58829fcbb91ae394d36bb82cebfbde2f287

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

EEI FUND 4 INVESTMENT LIMITED PARTNERSHIP

By: Energy & Environment Investment
Its: General Partner



By: _____
Name: Shuichiro Kawamura
Title: President

Email: ishiraishi@ee-investment.jp

Address: 5-11-1-201, Higashigotanda
Shinagawa, Tokyo, 141-0022, Japan

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

MKB PARTNERS FUND II, LIMITED PARTNERSHIP

By: _____
Name: Kenneth MacKinnon
Title: Authorized Signatory

Email: k.mackinnon@mkbandco.com

Address: 1 Place Ville Marie, Suite 3670
Montreal, QC, H3B 3P2

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

MKB PARTNERS FUND II INTERNATIONAL, LIMITED PARTNERSHIP

By: _____
Name: Kenneth MacKinnon
Title: Authorized Signatory

Email: k.mackinnon@mkbandco.com

Address: 1 Place Ville Marie, Suite 3670
Montreal, QC, H3B 3P2

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

VARSAVSKY AXEL SPRINGER GMBH & CO. KG

By: _____
Name: Martin Varsavsky
Title: Authorized Signatory

Email: m@jazzya.com

Address: Avenida de Europa 4, Planta 1, Madrid

Doc ID: 28b3632445497b6b8d25832c57cff23e6e0e2da0

IN WITNESS WHEREOF, the parties have executed this **NOTE PURCHASE AND EXCHANGE AGREEMENT** as of the date first written above.

PARTY:

TRANSFORM AMPLE, LP

By: _____
Name: Raed Masri
Title: Authorized Signatory

Email: raed@transform.vc

Address: 708 Long Bridge Street #1310
San Francisco, CA 94158

SCHEDULE A-1

SCHEDULE OF PURCHASERS

Initial Closing (January 3, 2025):

C-2 Exchange Purchaser	Principal Note(s) Investment
Moore Strategic Ventures, LLC	$15,000,000.00
Beagle Ventures LLC	$112,501.39
Butternut Tree LLC	$75,000.00
Inversiones El Monasterio Corp.	$200,000.00
Inversiones Cielo Alto Corp.	$200,000.00
Repsol Energy Ventures, S.A.	$1,500,000.00
Robin Neustein	$66,660.61
Robert Todd Lincoln, Charles Schwab & Co. Inc., Cust IRA Rollover	$50,000.00
Pixma Holdings Ltd	$99,999.90
Kraus Investment Partners LLC	$200,000.00
Andrew Kaiser	$100,000.00
ALM Holding	$700,000.00
Joseph Gleberman	$50,000.00
Gerard Michael	$151,548.61
Todd Perry	$174,999.83
NGV Co-Investment Fund, LP	$165,000.00
New Ground Ventures II, LP	$300,000.00
Andrew Perry	$49,999.95
Sunil Bhilotra	$80,000.00
Sanjeev Mehra Irrevocable Gift Trust	$140,000.00
Brian Kaminskey	$99,999.90
Shell Ventures LLC	$4,166,659.10
Tamarack Global Opportunities I LP	$199,998.22
Tamarack FI Ample I LLC	$175,000.00

C-2 Exchange Purchaser	Principal Note(s) Investment
TOTAL	**$24,057,367.51**

Subsequent Closing (January 24, 2025):

C-3 Exchange Purchaser	Principal Note(s) Investment
EEI Fund 4 Investment Limited Partnership	$799,999.58
Gerard Michael	$150,000.00
MKB Partners Fund II International, Limited Partnership	$15,866.89
MKB Partners Fund II, Limited Partnership	$984,133.11
Transform Ample, LP	$786,000.00
Varsavsky Axel Springer GMBH & Co. KG	$249,999.75
TOTAL	**$2,985,999.33**

Amended Subsequent Closing (July 1, 2025):

C-3 Exchange Purchaser	Principal Note(s) Investment
Moore Strategic Ventures, LLC	$7,916,655.99
TOTAL	**$7,916,655.99**

SCHEDULE A-2

EXCHANGE SCHEDULE

Initial Closing (January 3, 2025):

	Shares of Exchanged Legacy Preferred Stock Cancelled Upon Exchange				Shares of Series C-2 Preferred Stock Issued Upon Exchange
Exchange Party	**Shares of Series C-1 Preferred Stock**	**Shares of Series C Preferred Stock**	**Shares of Series B Preferred Stock**	**Shares of Series A Preferred Stock**	
Moore Strategic Ventures, LLC	0	2,237,269	1	0	2,237,270
Beagle Ventures LLC	0	0	0	6,712	6,712
Butternut Tree LLC	0	0	0	4,474	4,474
Inversiones El Monasterio Corp.	0	5,966	2,983	7,557	16,506
Inversiones Cielo Alto Corp.	0	5,966	2,983	7,557	16,506
Repsol Energy Ventures, S.A.	0	0	0	89,490	89,490
Robin Neustein	0	3,728	3,729	0	7,457
Robert Todd Lincoln, Charles Schwab & Co. Inc., Cust IRA Rollover	0	0	0	2,983	2,983
Pixma Holdings Ltd	0	0	0	5,966	5,966
Andrew Kaiser	0	0	0	5,966	5,966
ALM Holding	9,236	14,915	29,830	12,215	67,699
Gerard Michael	231	0	0	8,949	9,217
Todd Perry	0	0	0	10,441	10,441
NGV Co-Investment Fund, LP	0	24,460	90	0	24,550
New Ground Ventures II, LP	0	29,830	8,950	0	38,780
Joseph Gleberman	0	0	2,983	994	3,977
Andrew Perry	0	0	0	2,983	2,983
Sunil Bhilotra	0	2,983	2,237	2,088	7,308
Sanjeev Mehra Irrevocable Trust	0	0	0	8,352	8,352
Shell Ventures LLC	0	149,151	59,660	149,151	357,962
Tamarack Global Opportunities I LLC	0	29,830	0	0	29,830
Tamarack FI Ample I LLC	0	5,966	12,082	0	18,048

	Shares of Exchanged Legacy Preferred Stock Cancelled Upon Exchange				Shares of Series C-2 Preferred Stock Issued Upon Exchange
Exchange Party	**Shares of Series C-1 Preferred Stock**	**Shares of Series C Preferred Stock**	**Shares of Series B Preferred Stock**	**Shares of Series A Preferred Stock**	
Brian Kaminskey	0	0	0	5,966	5,966

Subsequent Closing (January 24, 2025):

	Shares of Exchanged Legacy Preferred Stock Cancelled Upon Exchange				Shares of Series C-3 Preferred Stock Issued Upon Exchange
Exchange Party	**Shares of Series C-1 Preferred Stock**	**Shares of Series C Preferred Stock**	**Shares of Series B Preferred Stock**	**Shares of Series A Preferred Stock**	
EEI Fund 4 Investment Limited Partnership	0	119,313	0	0	119,313
Gerard Michael	0	0	0	8,948	8,948
MKB Partners Fund II International, Limited Partnership	0	1,893	284	0	2,177
MKB Partners Fund II, Limited Partnership	0	117,428	17,614	0	135,042
Transform Ample, LP	0	117,225	0	0	117,225
Varsavsky Axel Springer GMBH & Co. KG	0	0	0	14,915	14,915

Amended Subsequent Closing (July 1, 2025):

	Shares of Exchanged Legacy Preferred Stock Cancelled Upon Exchange				Shares of Series C-3 Preferred Stock Issued Upon Exchange
Exchange Party	**Shares of Series C-1 Preferred Stock**	**Shares of Series C Preferred Stock**	**Shares of Series B Preferred Stock**	**Shares of Series A Preferred Stock**	
Moore Strategic Ventures, LLC	0	0	372,876	223,726	596,602

SCHEDULE B

ALLOCATION SCHEDULE

MAXIMUM OFFERING AMOUNT: $74,762,730

Name	Pro Rata Amount of Notes (USD$)	Pro Rata Amount of Notes (USD$) From C-1 Legacy Holdings	Pro Rata Amount of Notes (USD$) From C Legacy Holdings	Pro Rata Amount of Notes (USD$) From B Legacy Holdings	Pro Rata Amount of Notes (USD$) From A Legacy Holdings
Moore Strategic Ventures, LLC	$22,916,655.99	$0.00	$14,999,993.74	$4,166,663.00	$3,749,999.25
Aypa Power Aggregator LP	$9,300,017.71	$4,300,022.03	$4,999,995.68	$0.00	$0.00
Mitsubishi Corp	$4,300,022.03	$4,300,022.03	$0.00	$0.00	$0.00
ENEOS Innovation Partners Godo Kaisha	$3,733,325.91	$0.00	$1,399,994.23	$2,333,331.68	$0.00
Shell Ventures LLC	$4,166,659.10	$0.00	$999,997.79	$666,663.80	$2,499,997.50
Disruptive Innovation Fund, L.P.	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
PTT Public Company Limited	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
Transform Ample, LP	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
EEI Fund 4 Investment Limited Partnership	$2,466,662.38	$0.00	$799,999.58	$666,663.80	$999,999.00
MKB Partners Fund II, Limited Partnership	$2,017,470.10	$0.00	$787,307.77	$1,230,162.34	$0.00
Repsol Energy Ventures, S.A.	$2,499,997.50	$0.00	$0.00	$0.00	$2,499,997.50
Banco Santander, S.A.	$859,999.04	$859,999.04	$0.00	$0.00	$0.00
Big Bend 55 Investments LLC	$1,221,743.97	$13,422.61	$374,994.98	$333,326.88	$499,999.50
XYZ VENTURE CAPITAL GO FASTER FUND I, LP	$649,997.56	$0.00	$649,997.56	$0.00	$0.00
Khaled Hassounah	$1,325,689.37	$0.00	$0.00	$0.00	$1,325,689.37
Dreamwork International	$1,083,329.48	$0.00	$0.00	$333,330.23	$749,999.25

Investments Ltd.					
New Ground Ventures II, LP	$824,996.35	$0.00	$199,998.22	$249,998.51	$374,999.63
NGV Co-Investment Fund, LP	$702,326.13	$0.00	$163,994.52	$538,331.62	$0.00
ALM Holding	$945,252.57	$61,923.69	$99,999.11	$333,330.23	$449,999.55
TRIREC Ample Pte Ltd	$999,999.00	$0.00	$0.00	$0.00	$999,999.00
John de Souza	$873,548.68	$0.00	$0.00	$0.00	$873,548.68
WorldQuant Ventures LLC	$583,331.22	$0.00	$0.00	$83,331.72	$499,999.50
HEMI VENTURES FUND I, L.P.	$574,998.05	$0.00	$0.00	$74,998.55	$499,999.50
Civilization Ventures 415 Investments Ample L.P.	$566,969.40	$0.00	$0.00	$0.00	$566,969.40
Sunil Bhilotra	$494,998.89	$0.00	$19,999.82	$24,999.52	$449,999.55
Andrew Kaiser	$499,999.50	$0.00	$0.00	$0.00	$499,999.50
Tamarack Global Opportunities I LP	$199,998.22	$0.00	$199,998.22	$0.00	$0.00
Hone Venture Fund II, L.P.	$349,997.81	$0.00	$0.00	$99,998.06	$249,999.75
SMRT Ventures Pte Ltd	$145,999.37	$0.00	$145,999.37	$0.00	$0.00
Inherent ESG Private LP	$359,999.64	$0.00	$0.00	$0.00	$359,999.64
Tamarack FI Ample I LLC	$203,331.82	$0.00	$39,999.64	$163,332.18	$0.00
Inversiones Cielo Alto Corp.	$260,833.65	$0.00	$39,999.64	$33,332.69	$187,501.31
Inversiones El Monasterio Corp.	$260,833.65	$0.00	$39,999.64	$33,332.69	$187,501.31
TGM I, A SERIES OF TGM FUNDS, LP	$299,999.70	$0.00	$0.00	$0.00	$299,999.70
Sanjeev Mehra Irrevocable Gift Trust	$269,999.73	$0.00	$0.00	$0.00	$269,999.73
Varsavsky Axel Springer GMBH & Co. KG	$249,999.75	$0.00	$0.00	$0.00	$249,999.75
Jerry I. Speyer	$200,264.06	$0.00	$0.00	$0.00	$200,264.06
Kraus Investment Partners LLC	$200,264.06	$0.00	$0.00	$0.00	$200,264.06

Phobal 1 LLC	$191,666.17	$0.00	$0.00	$16,666.34	$174,999.83
Phobal 2 LLC	$191,666.17	$0.00	$0.00	$16,666.34	$174,999.83
Todd Perry	$174,999.83	$0.00	$0.00	$0.00	$174,999.83
Joseph Gleberman	$158,332.56	$0.00	$0.00	$33,332.69	$124,999.88
Gerard Michael	$151,548.61	$1,548.76	$0.00	$0.00	$149,999.85
Michael Schmelzer	$149,999.85	$0.00	$0.00	$0.00	$149,999.85
Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover Lincoln	$149,999.85	$0.00	$0.00	$0.00	$149,999.85
Robin Chemers Neustein	$66,660.61	$0.00	$24,994.75	$41,665.86	$0.00
10066257 Canada Inc	$98,325.93	$0.00	$0.00	$33,325.99	$64,999.94
Beagle Ventures LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Butternut Tree LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Hibiscus 10 LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Brian Kaminskey	$99,999.90	$0.00	$0.00	$0.00	$99,999.90
Pixma Holdings Ltd	$99,999.90	$0.00	$0.00	$0.00	$99,999.90
Civilization Ventures II LP	$74,999.93	$0.00	$0.00	$0.00	$74,999.93
Kat Taylor Revocable Trust Taylor	$74,999.93	$0.00	$0.00	$0.00	$74,999.93
MKB Partners Fund II International, Limited Partnership	$32,525.36	$0.00	$12,691.81	$19,833.55	$0.00
Andrew Perry	$49,999.95	$0.00	$0.00	$0.00	$49,999.95
Seedco Capital	$33,332.69	$0.00	$0.00	$33,332.69	$0.00
Mohamed Eissa	$16,666.34	$0.00	$0.00	$16,666.34	$0.00
Total	**$74,762,726**	**$9,536,938**	**$31,999,943**	**$11,576,617**	**$21,649,228**

Name	Pro Rata Shares Total Available for Series Exchange Share Allocation	Pro Rata Shares of Series C-1 Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series C Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series B Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series A Preferred for Series Exchange Share Allocation
Moore Strategic Ventures, LLC	2,833,874	0	2,237,269	372,878	223,727
Aypa Power Aggregator LP	1,387,110	641,354	745,756	0	0
Mitsubishi Corp	641,354	641,354	0	0	0
ENEOS Innovation Partners Godo Kaisha	417,623	0	208,811	208,812	0
Shell Ventures LLC	357,962	0	149,151	59,660	149,151
Disruptive Innovation Fund, L.P.	298,302	0	298,302	0	0
PTT Public Company Limited	298,302	0	298,302	0	0
Transform Ample, LP	298,302	0	298,302	0	0
EEI Fund 4 Investment Limited Partnership	238,642	0	119,321	59,660	59,660
MKB Partners Fund II, Limited Partnership	227,516	0	117,428	110,088	0
Repsol Energy Ventures, S.A.	149,151	0	0	0	149,151
Banco Santander, S.A.	128,270	128,270	0	0	0
Big Bend 55 Investments LLC	117,593	2,002	55,931	29,830	29,830
XYZ VENTURE CAPITAL GO FASTER FUND I, LP	96,948	0	96,948	0	0
Khaled Hassounah	79,091	0	0	0	79,091
Dreamwork International Investments Ltd.	74,575	0	0	29,830	44,745
New Ground Ventures II, LP	74,575	0	29,830	22,373	22,373

NGV Co-Investment Fund, LP	72,636	0	24,460	48,176	0
ALM Holding	80,828	9,236	14,915	29,830	26,847
TRIREC Ample Pte Ltd	59,660	0	0	0	59,660
John de Souza	52,116	0	0	0	52,116
WorldQuant Ventures LLC	37,288	0	0	7,457	29,830
HEMI VENTURES FUND I, L.P.	36,542	0	0	6,712	29,830
Civilization Ventures 415 Investments Ample L.P.	33,826	0	0	0	33,826
Sunil Bhilotra	32,067	0	2,983	2,237	26,847
Andrew Kaiser	29,830	0	0	0	29,830
Tamarack Global Opportunities I LP	29,830	0	29,830	0	0
Hone Venture Fund II, L.P.	23,864	0	0	8,949	14,915
SMRT Ventures Pte Ltd	21,776	0	21,776	0	0
Inherent ESG Private LP	21,478	0	0	0	21,478
Tamarack FI Ample I LLC	20,583	0	5,966	14,617	0
Inversiones Cielo Alto Corp.	20,135	0	5,966	2,983	11,186
Inversiones El Monasterio Corp.	20,135	0	5,966	2,983	11,186
TGM I, A SERIES OF TGM FUNDS, LP	17,898	0	0	0	17,898
Sanjeev Mehra Irrevocable Gift Trust	16,108	0	0	0	16,108
Varsavsky Axel Springer GMBH & Co. KG	14,915	0	0	0	14,915
Jerry I. Speyer	11,948	0	0	0	11,948
Kraus Investment Partners LLC	11,948	0	0	0	11,948
Phobal 1 LLC	11,932	0	0	1,491	10,441
Phobal 2 LLC	11,932	0	0	1,491	10,441
Todd Perry	10,441	0	0	0	10,441

Joseph Gleberman	10,441	0	0	2,983	7,458
Gerard Michael	9,180	231	0	0	8,949
Michael Schmelzer	8,949	0	0	0	8,949
Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover Lincoln	8,949	0	0	0	8,949
Robin Chemers Neustein	7,457	0	3,728	3,729	0
10066257 Canada Inc	6,860	0	0	2,982	3,878
Beagle Ventures LLC	6,712	0	0	0	6,712
Butternut Tree LLC	6,712	0	0	0	6,712
Hibiscus 10 LLC	6,712	0	0	0	6,712
Brian Kaminskey	5,966	0	0	0	5,966
Pixma Holdings Ltd	5,966	0	0	0	5,966
Civilization Ventures II LP	4,475	0	0	0	4,475
Kat Taylor Revocable Trust Taylor	4,475	0	0	0	4,475
MKB Partners Fund II International, Limited Partnership	3,668	0	1,893	1,775	0
Andrew Perry	2,983	0	0	0	2,983
Seedco Capital	2,983	0	0	2,983	0
Mohamed Eissa	1,491	0	0	1,491	0
Total	**8,522,886**	**1,422,447**	**4,772,834**	**1,036,001**	**1,291,604**

EXHIBIT A
FORM OF CONVERTIBLE PROMISSORY NOTE

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

CONVERTIBLE PROMISSORY NOTE

_____

Note Number: _____

Date of Note: _____

Principal Amount of Note: $ _____

For value received, Ample, Inc., a Delaware corporation (the "***Company***"), promises to pay to the undersigned holder or such party's assigns (the "***Holder***") the principal amount set forth above with simple interest on the outstanding principal amount at the rate of 10% per annum. Interest shall commence with the date hereof and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All unpaid interest and principal shall be due and payable upon request of the Majority Holders on or after July 3, 2026 (the "***Original Maturity Date***"); provided, however, that the Original Maturity Date may be automatically extended to the date of the Extended Maturity Date as defined in, and without further action or consent of the Holders pursuant to the terms of, Section 1(d) hereof.

1. Basic Terms.

(a) Series of Notes. This convertible promissory note (the "***Note***") is issued as part of a series of notes (collectively, the "***Notes***") issued pursuant to that certain Note Purchase and Exchange Agreement, dated January 3, 2025, as may be amended and/or restated from time to time (the "***Purchase Agreement***"), and having an aggregate principal amount not to exceed $100,000,000 and issued in a series of multiple closings to certain persons and entities (collectively, the "***Holders***"). The Company shall maintain a ledger of all Holders. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

(b) Payments. All payments of interest and principal shall be in lawful money of the United States of America and shall be made pro rata among all Holders (based upon then-outstanding principal amounts of the Notes held by such Holders). All payments shall be applied first to any fees and expenses due and payable hereunder, then to accrued interest, and thereafter to principal.

(c) Prepayment. The Company may not prepay this Note prior to the Maturity Date without the consent of the Majority Holders (as defined in the Purchase Agreement); provided that if the Notes are prepaid, each Holder shall receive a cash repayment equal to (x) one and one-half times (1.5x) the then outstanding principal, and (y) unpaid accrued interest, unless otherwise agreed by the Majority

Holders.

(d) Extended Maturity Date. In the event that the Company issues and sells shares of its Preferred Stock to Preferred Investors while this Note remains outstanding in an equity financing that is a Nonqualified Financing (as defined below) with total proceeds to the Company of not less than $100,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)) (an "***Extended Maturity Date Nonqualifed Financing***"), and the Majority Holders do not elect to treat such equity financing as a Qualified Financing pursuant to Section 2(b) hereof, then the Original Maturity Date will, automatically and without further action or consent of the Holders, be extended no more than one time to a date eighteen (18) months after the date of the initial closing of such Extended Maturity Date Nonqualifed Financing (as such, the "***Extended Maturity Date***" and sometimes referenced herein together with the Original Maturity Date, the "***Maturity Date***").

2. Conversion and Repayment.

(a) Conversion upon a Qualified Financing. In the event that the Company issues and sells shares of its Preferred Stock to investors (the "***Preferred Investors***") while this Note remains outstanding in an equity financing with total proceeds to the Company of not less than $150,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)) (a "***Qualified Financing***"), then the outstanding principal amount of this Note and any unpaid accrued interest shall, effective upon the initial closing of such Qualified Financing, automatically convert in whole without any further action by the Holder into shares of Shadow Preferred Stock at a conversion price per share (the "***Conversion Price***") equal to the cash price paid per share of the Preferred Stock in the Qualified Financing, multiplied by 0.667, rounded to five decimal places. The issuance of the Shadow Preferred Stock pursuant to the conversion of this Note shall be upon and subject to the same terms and conditions applicable to preferred stock sold in the Qualified Financing. "***Shadow Preferred Stock***" means a newly created series of Preferred Stock having identical rights, privileges, preferences and restrictions as the Preferred Stock issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the initial per share liquidation preference and the initial conversion price per share for purposes of price-based anti-dilution protection, which will be equal to the Conversion Price; and (ii) the per share dividend, which will be the same percentage of the Conversion Price as applied to determine the per share dividends of the Preferred Investors in the Qualified Financing relative to the purchase price paid by the Preferred Investors; provided that, for the sake of clarity, the Shadow Preferred will have the same liquidation preference multiple as the Preferred Stock issued in such Qualified Financing.

(b) Optional Conversion at non-Qualified Financing. In the event the Company consummates, while this Note remains outstanding, an equity financing pursuant to which it sells shares of its Preferred Stock in a transaction for capital raising purposes that does not constitute a Qualified Financing (a "***Nonqualified Financing***"), then the Majority Holders shall have the option to treat such equity financing as a Qualified Financing on the same terms set forth herein and thereby convert the outstanding principal amount of the Notes and any unpaid accrued interest into the shares of Shadow Preferred Stock on the same terms and conditions as would otherwise apply to conversion of the Notes into shares of Shadow Preferred Stock in a Qualified Financing. The Company shall give the Holder notice of a Nonqualified Financing not less than ten (10) business days prior to the anticipated date of consummation of the Nonqualified Financing and the Majority Holders shall have five (5) business days following such notice of such Nonqualified Financing to elect to convert the Notes in such Nonqualified Financing.

(c) Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall upon the consummation of such

Change of Control, repay the Holder in cash in an amount (the "***Cash-Out Amount***") equal to (i) 150% of the outstanding principal amount of this Note, plus (ii) any unpaid accrued interest. For purposes of this Note, a "***Change of Control***" means (i) any Deemed Liquidation Event (as defined in the Company's then-effective certificate of incorporation), (ii) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (iii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iv) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions which constitute a bona fide venture financing transaction for capital raising purposes. The Company shall give the Holder notice of a Change of Control not less than five (5) business days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this Section in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control. The Holder's right to receive the Cash-Out Amount shall be senior to any payments or distribution made with respect to any capital stock of the Company.

(d) Procedure for Conversion. In connection with any conversion of this Note into capital stock, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes, all financing documents executed by the Preferred Investors in connection with such financing). The Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has delivered to the Company such financing documents. Any failure of the Holder to surrender the Note shall not prevent the issuance or delivery of the capital stock into which this Note converts, but upon the effectiveness of the conversion and the receipt by Holder of duly issued stock certificates evidencing such shares of capital stock, the rights of the Holder to any repayment or conversion under this Note shall terminate. Upon the conversion of this Note into capital stock pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(e) Interest Accrual. If a Change of Control, Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the signing of the definitive agreement for the Change of Control or applicable financing.

3. Events of Default.

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Majority Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (ii) or (iii) below), this Note shall accelerate and an amount equal to (x) one and one-half times (1.5x) the then outstanding

principal, and (y) unpaid accrued interest shall become immediately due and payable. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(ii) The Company files any petition or action for relief under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(iii) An involuntary petition is filed, or any proceeding or case is commenced, against the Company (unless such petition, proceeding or case is dismissed or discharged within 60 days) under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium statute or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company, or an order for relief is entered against the Company in any of the foregoing;

(iv) Any representation or warranty made by the Company herein or in the Purchase Agreement proves to have been false or misleading on or as of the date made, except where such false or misleading representation or warranty would not result in a Material Adverse Effect (as defined in the Purchase Agreement); or

(v) The Company fails to perform or observe any covenant, term, condition or agreement contained in this Note or any agreement executed and delivered in connection herewith, and the breach of such covenant, term, condition or agreement is not cured within ten (10) business days after the Company's receipt of notice of such breach from the Holder.

(b) In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by the Holder in enforcing and collecting this Note.

4. Miscellaneous Provisions.

(a) Waivers. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) Further Assurances. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(c) Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof; No Transfers to Bad Actors; Notice of Bad Actor Status.

(i) Subject to the restrictions on transfer described in this Section 4(c), the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Holder that Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 4(c) that the opinion of counsel for Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Holder promptly after such determination has been made. Each Note thus transferred and each certificate, instrument or book entry representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144.

(iii) Subject to Section 4(c)(ii), transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

(iv) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Majority Holders.

(v) Holder agrees not to sell, assign, transfer, pledge or otherwise dispose of any securities of the Company issued upon conversion of the Note, or any beneficial interest therein, to any person (other than the Company or an affiliate of the Holder) unless and until the proposed transferee confirms to the reasonable satisfaction of the Company that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members nor any person that would be deemed a beneficial owner of those securities (in accordance with Rule 506(d) of the Securities Act) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act, except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the transfer, in writing in reasonable detail to the Company. Holder will promptly notify the Company in writing if Holder or, to Holder's knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act.

(d) Market Standoff. The Holder, on behalf of itself and its assignees, hereby agrees that the Holder and any such assignees shall be bound by the market standoff provision in Section 2.11 of the Investors' Rights Agreement.

(e) Amendment and Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Holder (provided any such amendment does not provide an advantage to the Holder that is not provided to the other Holders). In addition, any term of this Note may be amended or waived with the written consent of the Company and the Majority Holders. Upon the effectuation of such waiver or amendment with the consent of the Majority Holders in conformance with

this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes, and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(f) Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

(g) Binding Agreement. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(h) Counterparts; Manner of Delivery. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) Titles and Subtitles. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(j) Notices. All notices and other communications given or made pursuant to this Note shall be in writing (including electronic mail as permitted in this Note) and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 4(k). If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to WilmerHale LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attention: Todd Rumberger (email: todd.rumberger@wilmerhale.com). Each party consents (including for purposes of Section 232 of the Delaware General Corporation Law if this Note converts into capital stock of the Company) to the delivery of any notice pursuant to this Note by electronic mail at the e-mail address set forth below on the signature page, as updated from time to time by notice to the other party. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other party of any change in its e-mail address, and that failure to do so shall not affect the foregoing. The terms of this Section 4(j) shall survive any conversion and/or repayment of this Note.

(k) Expenses. Except as otherwise provided in the Purchase Agreement, each of the Company and the Holder shall bear such party's respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein. In the event of any default hereunder, the Company shall pay all expenses, including reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

(l) Waiver of Conflicts. Each party to this Note acknowledges that WilmerHale LLP ("***WilmerHale***") has acted as counsel solely to the Company with respect to this Note, the Purchase Agreement and the transactions contemplated hereby and thereby (together, the "***Note Financing***"), and has negotiated the terms of the Note Financing solely on behalf of the Company. WilmerHale may have, in the past, represented and/or may, now or in the future, represent the Holder and/or its affiliates in other matters, including matters that are similar, but not substantially related, to the Note Financing. The applicable rules of professional conduct require that WilmerHale inform its clients of these representations and obtain their waivers of the conflicts that may arise from such representations. Each of the Company and the Holder hereby (i) acknowledges that such party has been advised about such circumstances and has had an opportunity to ask for additional information, (ii) acknowledges that, with respect to the Note Financing, WilmerHale has represented solely the Company and no other party, and (iii) gives its informed consent to WilmerHale's representation of the Company in the Note Financing and WilmerHale's representation of the Holder and/or its affiliates in such unrelated matters.

(m) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five calendar days of the date of this Note.

(n) Entire Agreement. This Note, together with the Purchase Agreement and the other Transaction Agreements, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(o) Exculpation among Holders. The Holder acknowledges that the Holder is not relying on any person, firm or corporation, other than the Company and its officers and members of the Company's Board of Directors, in making the Holder's investment or decision to invest in the Company.

(p) Seniority; Pari Passu Notes; Subordination. The indebtedness evidenced by this Note and the other Notes is senior in right of payment to any outstanding unsecured debt owed by the Company and the Company's equity securities. If Holder holds any unsecured debt owed by the Company to Holder or holds any equity securities of the Company, Holder hereby acknowledges and agrees that such other unsecured debt or equity securities are subordinated in right of payment to the Notes. The payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to any other Notes. If the Holder receives payments in excess of its pro rata share of the Company's payments to the holders of all of the Notes, then the Holder shall hold in trust all such excess payments for the benefit of the Holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders. If requested by the Company and approved by the Majority Holders, the Notes may be subordinated to future indebtedness of the Company for money borrowed from banks or similar financial institutions, including venture debt financing, and under any capital leases.

(q) Broker's Fees. Each party hereto represents and warrants that no agent, broker,

investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

(r) Excessive Interest. Notwithstanding any other provision herein or in the Purchase Agreement to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder (without charge for prepayment) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to the Company.

5. Tax Matters.

(a) Any Holder, successor, assign, or participant that is entitled to an exemption from or reduction of withholding tax (including, without limitation, any withholding tax imposed under any of Sections 1441 – 1446 of the Internal Revenue Code of 1986, as amended (the "***Code***"), Sections 1471 – 1474 of the Code, and/or Sections 3401 – 3406 of the Code) under the law of the United States, or an applicable treaty to which such jurisdiction is a party, with respect to payments under this Note or any other related transaction document shall deliver to the Company, at the time or times prescribed by applicable law and at any times reasonably requested by the Company, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Company as will permit such payments to be made without withholding or at a reduced rate.

(b) Without limiting the generality of the foregoing, on or prior to the date of this Note and on or prior to any other date that a person becomes a Holder hereunder or the Note is transferred or assigned (and from time to time thereafter upon the reasonable request of the Company),

(i) each Holder that is a "United States person" as defined in Section 7701(a)(30) of the Code shall provide the Company with a duly completed and executed United States Internal Revenue Service ("***IRS***") Form W-9; and

(ii) each Holder that is not such a "United States person" (a "***Foreign Holder***"), in order to claim a complete exemption from withholding tax under Code Sections 871(h) or 881(c) with respect to payments of "portfolio interest," such Foreign Holder shall: (i) deliver to the Company the applicable duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable (together with a certificate representing that such Foreign Holder is not a bank for purposes of Code Section 881(c), is not a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))); and (ii) deliver to the Company any such form or certification (or any applicable successor form) promptly upon the obsolescence or invalidity of any form previously delivered by such Holder. To the extent a Foreign Holder is not the beneficial owner of interest or other amounts paid with respect to the Note, such Holder shall deliver to the Company duly executed originals of IRS Form W-8IMY, accompanied by applicable IRS Forms W-9, W-8BEN, Form W-8BEN-E and/or other certification documents from each beneficial owner (provided that if Holder is treated as a partnership for U.S. federal income tax purposes, Holder shall provide a certificate on behalf of each direct and indirect partner representing that such direct and indirect partner is not a bank for purposes of Code Section 881(c), is not

a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))).

(c) This Note is in registered form within the meaning of Section 1.871-14(c)(1)(i) of the U.S. Treasury income tax regulations for United States federal income and withholding tax purposes. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form reasonably satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Principal and interest shall be paid solely to the registered holder of this Note, and such payment shall constitute full discharge of the Company's obligation to pay such principal and interest.

(d) The Company shall be entitled to deduct or withhold from any payments under this Note any amounts it is required to deduct or withhold as required by applicable law. To the extent that amounts are deducted and withheld from payments otherwise payable pursuant to this Note and paid over to the appropriate governmental authority, such amounts shall be treated for all purposes of this Note as having been paid to the person in respect of whom such deduction or withholding was made. If a payment is payable (in whole or in part) in consideration other than cash and if the cash portion of any such payment is insufficient to satisfy all required tax withholding obligations (or the payment consists entirely of non-cash consideration), the Company shall retain an amount of the non-cash consideration otherwise payable equal in value to the amount required to satisfy any applicable withholding (as reasonably determined by the Company in good faith).

[Signature pages follow]

EXHIBIT B
FORM OF RESTATED CERTIFICATE

AMPLE, INC.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AMPLE, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Ample, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Ample, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on October 30, 2014 under the name Ample, Inc.

2. That the Board of Directors of the Corporation duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Ample, Inc. (the "**Corporation**").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, State of Delaware 19808. The name of its registered agent at such address is Corporation Service Company

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 49,100,000 shares of Common Stock, $0.0001 par value per share ("**Common Stock**") and (ii) 36,508,397 shares of Preferred Stock, $0.0001 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

8,754,438 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series C-3 Preferred Stock**", 8,754,438 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series C-2 Preferred Stock**", 2,693,687 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series C-1 Preferred Stock**", 4,772,836 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series C Preferred Stock**", 3,982,475 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series B Preferred Stock**" and 7,550,523 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A Preferred Stock.**" The Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends. In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive non-cumulative dividends, when, as and if declared by the Board of Directors (the "**Preferred Dividends**"), out of any assets at the time legally available therefore, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any dividend on Common Stock (other than dividends on shares of Common Stock payable in shares of Common Stock) in such calendar year. No dividends (other than dividends on shares of Common Stock payable in shares of Common Stock) shall be made with respect to the Common Stock until all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stockholders. Payment of any dividends to the holders of the Preferred Stock shall be on a *pro rata*, *pari passu* basis in proportion to the Dividend Rates for each series of Preferred Stock. The right to receive dividends on shares of Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any

calendar year. Preferred Dividends shall be calculated on the basis of a year of 365 days and for the number of days actually elapsed. The holders of then-outstanding shares of Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section 1 upon the affirmative vote or written consent of the holders a majority of the shares of the Preferred Stock then outstanding (voting together as a single class and not as separate series, and on an as-converted basis). "**Dividend Rate**" means, as to the Series C-3 Preferred Stock, $1.6762 per share, as to the Series C-2 Preferred Stock, $1.6762 per share, as to the Series C-1 Preferred Stock, $1.9490 per share, as to the Series C Preferred Stock, $1.6762 per share, as to the Series B Preferred Stock, $0.5020 per share, and as to Series A Preferred Stock, $0.3003 per share (in each case, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series). After the payment or setting aside for payment of the Preferred Stock dividends described in Section 1, any additional dividends (other than dividends payable solely in Common Stock) declared or paid in any calendar year shall be declared or paid among the holders of the Preferred Stock and Common Stock then outstanding in proportion to the greatest whole number of shares of Common Stock which would be held by each such holder if all shares of Preferred Stock were converted to Common Stock. Whenever a distribution provided for in this Section 1 shall be payable in property other than cash, the value of such distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors. Any and all dividends (if any) previously accrued or declared and unpaid on the Preferred Stock or the Common Stock prior to the date of filing of this Amended and Restated Certificate of Incorporation are hereby cancelled, rescinded and terminated effective as of the filing of this Amended and Restated Certificate of Incorporation. The "**Series C-3 Original Issue Price**" shall mean $33.5230 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C-3 Preferred Stock. The "**Series C-2 Original Issue Price**" shall mean $33.5230 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C-2 Preferred Stock. The "**Series C-1 Original Issue Price**" shall mean $38.9800 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C-1 Preferred Stock. The "**Series C Original Issue Price**" shall mean $33.5230 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock. The "**Series B Original Issue Price**" shall mean $10.0440 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock. The "**Series A Original Issue Price**" shall mean $6.0060 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Distributions to Holders of Preferred Stock Upon Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of capital stock of the Corporation as follows:

2.1.1 Preferential Payments to Holders of Series C-2 and Series C-3 Preferred Stock. The holders of shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock

then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock, by reason of their ownership thereof, an amount per share equal to the greater of (i) in the case of the Series C-2 Preferred Stock, one and a half times (1.5x) the Series C-2 Original Issue Price, plus any dividends declared but unpaid thereon, and in the case of the Series C-3 Preferred Stock, one times the Series C-3 Original Issue Price, plus any dividends declared but unpaid thereon or (ii) such amount per share as would have been payable had all shares of Series C-2 Preferred Stock and/or Series C-3 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series C-2 and Series C-3 Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1.1, the holders of shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.1.2 Preferential Payments to Holders of Series C and Series C-1 Preferred Stock. After the payment of all preferential amounts required to be paid to the holders of shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock pursuant to Subsection 2.1.1 above but before any payment shall be made to the holders of any other class or series of capital stock by reason of their ownership thereof, the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock, Series A Preferred Stock or Series B Preferred Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) one times the applicable Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series C Preferred Stock and/or Series C-1 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series C and Series C-1 Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after payment of the Series C-2 and Series C-3 Liquidation Amount, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1.1, the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock shall share ratably in any distribution of the assets available for distribution after payment of the Series C-2 and Series C-3 Liquidation Amount in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.1.3 Preferential Payments to Holders of Series B Preferred Stock. After the payment of all preferential amounts required to be paid to the holders of shares of Series C Preferred Stock and Series C-1 Preferred Stock pursuant to Subsection 2.1.2 above but before any payment shall be made to the holders of any other class or series of capital stock by reason

of their ownership thereof, the holders of shares of Series B Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock and Series A Preferred Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) one times the Series B Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series B Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series B Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders after payment of the Series C-2 and Series C-3 Liquidation Amount and the Series C and Series C-1 Liquidation Amount shall be insufficient to pay the holders of shares of Series B Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1.3, the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the assets available for distribution after payment of the Series C-2 and Series C-3 Liquidation Amount and Series C and Series C-1 Liquidation Amount in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.1.4 Preferential Payments to Holders of Series A Preferred Stock. After the payment of all preferential amounts required to be paid to the holders of shares of Series C-1 Preferred Stock, Series C Preferred Stock and Series B Preferred Stock pursuant to Subsections 2.1.1, 2.1.2 and 2.1.3 above but before any payment shall be made to the holders of any other class or series of capital stock by reason of their ownership thereof, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) one times the Series A Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series A Liquidation Amount**" and collectively with the Series B Liquidation Amount, the Series C and Series C-1 and the Series C-2 and Series C-3 Liquidation Amount, each a "**Liquidation Amount**" and collectively the "**Liquidation Amounts**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders after payment of the Series C-2 and Series C-3 Liquidation Amount, the Series C and Series C-1 Liquidation Amount and the Series B Liquidation Amount shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1.4, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution after payment of the Series C-2 and Series C-3 Liquidation Amount, the Series C and Series C-1 Liquidation Amount and the Series B Liquidation Amount in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.1.5 Distribution of Remaining Assets to Common Stock. After the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to Subsections 2.1.1, 2.1.2, 2.1.3, and 2.1.4 the remaining assets of the Corporation

available for distribution upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event to the Corporation's stockholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.2 [Intentionally Omitted].

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of a majority of the outstanding shares of Preferred Stock, voting together as a single class and not as separate series on an as-converted to Common Stock basis, and the holders of a majority of the outstanding shares of the Series C-2 Preferred Stock (which must include the Lead Investor (as defined in the NPA)), voting as a separate series (together, the "**Required Preferred Holders**") elect otherwise by written notice sent to the Corporation at least three (3) days prior to the effective date of any such event:

(a) a merger or consolidation in which:

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary thereof in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least 50% by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation ((provided that, for the purpose of this Subsection 2.3.1, all shares of Common Stock actually issuable upon exercise of Options (as defined below) vested and outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged);

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; or

(c) the acquisition by a third party by means of a stock acquisition transaction or series of related transactions to which the Corporation is a party other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction or series of transactions continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of the shares in the Corporation held by such holders prior to such transaction or series of transactions, at least a majority of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions (or if the Corporation or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent);

provided, however, that (x) a transaction shall not constitute a Deemed Liquidation Event if its sole purpose is to change the state of this Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held this Corporation's securities immediately prior to such transaction and (y) a bona fide equity financing for the primary purpose of raising capital will not constitute a Deemed Liquidation Event (other than any equity financing that would result in the acquisition described in Subsection 2.3.1(c)). Additionally, the treatment of any particular transaction or series of related transactions as a Deemed Liquidation Event may be waived, with respect to all Preferred Stock, upon the affirmative vote or written consent of the Required Preferred Holders.

2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.3.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(ii) or 2.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then the Corporation shall (i) send a written notice to each holder of Preferred Stock no later than the ninetieth (90^{th}) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) require the redemption of such shares of Preferred Stock, and (iii) if upon the affirmative vote or written consent of the Required Preferred Holders so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation)**,** together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "**Available Proceeds**"), on the one hundred fiftieth (150^{th}) day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount for such shares (for each share of Series A Preferred Stock, as modified below in this Subsection 2.3.2(b), the "**Series A Redemption Price**", for each share of Series B Preferred Stock, as modified below in this Subsection 2.3.2(b), the "**Series B Redemption Price**", for each share of Series C Preferred

Stock, as modified below in this Subsection 2.3.2(b), the "**Series C Redemption Price**", for each share of Series C-1 Preferred Stock, as modified below in this Subsection 2.3.2(b), the "**Series C-1 Redemption Price**", for each share of Series C-2 Preferred Stock, as modified below in this Subsection 2.3.2(b), the "**Series C-2 Redemption Price**", and for each share of Series C-3 Preferred Stock, as modified below in this Subsection 2.3.2(b), the "**Series C-3 Redemption Price**" and with each of the Series A Redemption Price, Series B Redemption Price, Series C Redemption Price Series C-1 Redemption Price, and Series C-2 Redemption Price, the "**Redemption Price**"). Prior to the distribution or redemption provided for in this Section 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business, including payment of payables then due. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Section 2.3.2(b), the Corporation shall not expend or dissipate the Available Proceeds for any purpose, except to discharge expenses incurred in connection with such Deemed Liquidation Event. Only after redeeming all of the outstanding shares of Preferred Stock, any remaining Available Proceeds shall be distributed among the holders of Common Stock as provided in Section 2.1.3.

(c) With respect to any redemption pursuant to Subsection 2.3.2(b), the Corporation shall deliver written notice to each holder of Preferred Stock (each a "**Redemption Notice**") which shall state: (A) the number of shares of Preferred Stock held by the holder that the Corporation will redeem; (B) the date for redemption and amount to be paid to such holder; and (C) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

(d) On or before any date upon which any redemption pursuant to Subsection 2.3.2(b) shall occur (each a "**Redemption Date**"), each holder of shares of Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the applicable Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

(e) If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the applicable Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of

Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the applicable Redemption Price without interest upon surrender of any such certificate or certificates therefor.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation; provided, however, that: (i) if the applicable transaction agreement specifies the value of such securities (or a mechanism for determining such value), then such securities issued or distributed shall be valued as set forth in the transaction agreement; (ii) with respect to such securities not subject to investment letter or other similar restrictions on free marketability covered by the following clause (iii): (A) if such securities are traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30)-day period ending three (3) days prior to the closing of such Deemed Liquidation Event; and (B) if such securities are not traded on a securities exchange, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation; and (iii) the method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in subclause (A) or (B) of the foregoing clause (ii) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors of the Corporation.

2.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 2.3.1(a)(i), unless otherwise approved by the Required Preferred Holders, if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsection 2.1 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.3.4, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of such Preferred Stock held by such holder are convertible as of the

record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of this Amended and Restated Certificate of Incorporation, and subject to the applicable to the provisions contained in Subsection 3.4 of this Amended and Restated Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

3.2 Election of Directors. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series A Director**"). The holders of record of the shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series B Director**"). The holders of record of the shares of Series C-1 Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series C-1 Director**", and with the Series A Director and the Series B Director, each a "**Preferred Director**" and collectively, the "**Preferred Directors**"). The holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect four (4) directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock, the Series B Preferred Stock, the Series C-1 Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first three sentences of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock, the Series B Preferred Stock, the Series C-1 Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2. The rights of the holders of the Series A Preferred Stock under the first sentence of this Subsection 3.2 shall terminate on the first date following the Series C-2 Original Issue Date (as defined below) on which there are no issued and outstanding shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to the Series A Preferred Stock). The rights of the holders of the Series B Preferred Stock under the second sentence of this Subsection 3.2 shall terminate on the first date following the Series C-2 Original Issue Date on which there are no issued and outstanding shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to the Series B Preferred Stock). The rights of the holders of the Series C-1 Preferred Stock under the third sentence of this Subsection 3.2 shall terminate on the first date following the Series C-2 Original Issue Date on which there are no issued and

outstanding shares of Series C-1 Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to the Series C-1 Preferred Stock). The rights of the holders of the Common Stock under the fourth sentence of this Subsection 3.2 shall terminate on the first date following the Series C-2 Original Issue Date on which there are no issued and outstanding shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to the Preferred Stock).

3.3 Protective Provisions. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) the written consent or affirmative vote at a meeting of the Required Preferred Holders, for so long as shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

3.3.1 liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any action that results in any of the foregoing;

3.3.2 amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation or change the rights, preferences, or privileges of the Preferred Stock;

3.3.3 create, or authorize the creation of, or issue or obligate itself to issue any shares of any additional class or series of capital stock (including via reclassification) unless the same ranks junior to the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, and Series C-3 Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption, increase the authorized number of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, or Series C-3 Preferred Stock;

3.3.4 purchase or redeem (or permit any subsidiary of the Corporation to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, and Series C-3 Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof, and (iv) as approved by the Board of Directors, including the affirmative approval of the Preferred Directors;

3.3.5 incur indebtedness for borrowed money if (x) such indebtedness involves a security interest in any of the Company's material assets (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen,

warehousemen and other similar persons arising or incurred in the ordinary course of business), or (ii) in each case such indebtedness is in excess of $2,000,000, excluding equipment leases or trade payables incurred in the ordinary course of business;

3.3.6 change the number of shares of Common Stock reserved for issuance under any existing equity compensation plan or create or adopt any new equity compensation plan;

3.3.7 create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or permit any subsidiary to create, or issue or obligate itself to issue, any shares of any class or series of capital stock, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

3.3.8 effect the acquisition of another corporation or entity by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, unless such acquisition has received the prior approval of the Board, including the approval of at least two of the Preferred Directors (the "**Required Board Vote**");

3.3.9 enter into or be party to any material transaction with any director, officer, or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder), unless such transaction is approved by the Required Board Vote, unless such Preferred Directors are interested parties in such transaction;

3.3.10 create, issue, sell, sponsor or distribute any cryptocurrency, decentralized application tokens, protocol tokens, blockchain-based assets or other cryptofinance coins, tokens or similar digital assets by the Corporation, an officer of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation; or

3.3.11 increase or decrease the authorized number of directors constituting the Board of Directors, change the size of the Board of Directors, or change the number of votes entitled to be cast by any director.

3.3.12 unless otherwise approved by the Board of Directors, including at least one of the Preferred Directors if one is then seated ("**Required Preferred Director Vote**"):

(a) make, or permit any subsidiary to make, any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(b) make, or permit any subsidiary to make, any loan or advance to any Person, including, without limitation, any employee or director of the Company or any subsidiary, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board of Directors;

(c) guarantee, directly or indirectly, or permit any subsidiary to guarantee, directly or indirectly, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(d) make any investment inconsistent with any investment policy approved by the Board of Directors;

(e) incur any aggregate indebtedness in excess of $2,000,000 that is not already included in a budget approved by the Board of Directors, other than trade credit incurred in the ordinary course of business;

(f) materially change the compensation of the executive officers, including approving any option grants or stock awards to executive officers;

(g) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(h) sell, assign, license, pledge, or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business; or

(i) enter into any corporate strategic relationship involving the payment, contribution, or assignment by the Company or to the Company of money or assets greater than $2,000,000.

3.4 Excess Securities of BHCA Stockholders.

3.4.1 For purposes of this Amended and Restated Certificate of Incorporation:

(a) the "**BHCA**" means the Bank Holding Company Act of 1956, as amended, and the rules and regulations promulgated thereunder;

(b) a "**BHCA Stockholder**" means any holder of capital stock of this Corporation that is, or has an Affiliate that is, subject to regulations under the BHCA;

(c) an "**Affiliate**" of any person or entity shall have the meaning set forth in the BHCA;

(d) "**Regulation Y**" shall mean the BHCA's implementing regulation, Regulation Y, as issued by the Board of Governors of the Federal Reserve System; and

(e) a "**class of voting securities**" shall have the same meaning as "class of voting shares" in Regulation Y.

3.4.2 If a BHCA Stockholder (together with any of its Affiliates) at any time holds any shares of this Corporation which, on an issued or as converted basis, in aggregate constitute more than 4.99% of any class of voting securities of this Corporation (such shares, "**Excess Securities**"), then any Excess Securities shall not be entitled to vote or consent to any matter pursuant to this Corporation's Amended and Restated Certificate of Incorporation, including the election of directors, and such Excess Securities shall not be entitled to vote or to be counted for

purposes of determining whether any vote required under this Corporation's Amended and Restated Certificate of Incorporation has been approved by the requisite percentage of voting securities or to be counted towards any quorum required pursuant to this Corporation's Amended and Restated Certificate of Incorporation. No other rights attaching to the Excess Securities shall be amended, reduced, waived or otherwise varied pursuant to this Subsection 3.4.

3.4.3 Excess Securities shall only be entitled to the full voting rights set forth for such shares of this Corporation held by such BHCA Stockholder pursuant to this Amended and Restated Certificate of Incorporation following the transfer of the Excess Securities to: (i) this Corporation; (ii) a transferee in a widespread public distribution of the voting securities of this Corporation; (iii) a transferee in transfers in which no transferee (or group of associated transferees) would receive two percent (2%) or more of any class of voting securities of this Corporation; or (iv) a transferee if such transferee would control more than fifty percent (50%) of the voting securities of this Corporation without any transfer of Excess Securities.

4. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the applicable Original Issue Price of such share of Preferred Stock by the applicable Conversion Price (as defined below) in effect at the time of conversion. The "**Conversion Price**" shall mean (i) with respect to the Series C-3 Preferred Stock, an amount initially equal to $33.5230, (ii) with respect to the Series C-2 Preferred Stock, an amount initially equal to $33.5230, (iii) with respect to the Series C-1 Preferred Stock, an amount initially equal to $38.9800, (iv) with respect to the Series C Preferred Stock, an amount initially equal to $33.5230, (v) with respect to the Series B Preferred Stock, an amount initially equal to $10.0440, and (vi) with respect to the Series A Preferred Stock, an amount initially equal to $6.0060. Such initial Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights. In the event of a notice of redemption of any shares of Preferred Stock pursuant to Section 2.3.2(b), the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the Redemption Date, unless the applicable Redemption Price of such shares is not fully paid on such Redemption Date, in which case the Conversion Rights for shares not redeemed shall continue until such Redemption Price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the

fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder thereof is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended and Restated Certificate of Incorporation. Before taking any action which would cause an adjustment

reducing the applicable Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of a series of Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of such series of Preferred Stock, and corresponding number of shares of Preferred Stock in general, accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Conversion Price of a series of Preferred Stock shall be made for any declared but unpaid dividends on such series of Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) "**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) "**Series C-2 Original Issue Date**" shall mean the date on which the first share of Series C-2 Preferred Stock was issued.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued)

by the Corporation after the Series C-2 Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "**Exempted Securities**"):

(i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on any Preferred Stock;

(ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8;

(iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by a Required Preferred Director Vote; or

(iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; or

(v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction in each case entered into primarily for non-equity financing purposes and approved a Required Board Vote; or

(vi) shares of Common Stock, Options or Convertible Securities issued to persons or entities with whom the Corporation has a business relationship, entered into primarily for non-equity financing purposes and approved by a Required Board Vote; or

(vii) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the

Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors of the Corporation, including a Preferred Director; or

(viii) shares of Common Stock sold to the public in a Qualified Public Offering (as defined below).

4.4.2 No Adjustment of Conversion Price. No adjustment in the Conversion Prices applicable to the Series C-2 Preferred Stock or Series C-3 Preferred Stock shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Series C-2 and Series C-3 Majority (as defined below) agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock. No adjustment in the Conversion Prices applicable to the Series C Preferred Stock, the Series B Preferred Stock or Series A Preferred shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of a majority of the outstanding shares of Series C-1 Preferred Stock, Series C Preferred Stock, the Series B Preferred Stock and Series A Preferred, voting together as a single class on an as-converted to Common Stock basis (the "**Junior Preferred Majority**"), agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series C-2 Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the such applicable Conversion Price computed upon the original issue

of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the applicable Conversion Price to an amount which exceeds the lower of (i) the applicable Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the applicable Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price of such series of Preferred Stock then in effect, or because such Option or Convertible Security was issued before the Series C-2 Original Issue Date), are revised after the Series C-2 Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsection 4.4.4, such applicable Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price of a series of Preferred Stock provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any

adjustment to the Conversion Price of a series of Preferred Stock that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to such Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Series C-2 Preferred Stock and Series C-3 Preferred Stock Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall, during the period (the "**Full Ratchet Period**") beginning immediately after the Series C-2 Original Issue Date and ending on the closing of the Corporation's next bona fide equity financing pursuant to which the Corporation sells shares of Preferred Stock in a unified transaction, in one or more closings, with the principal purpose of raising capital that results in aggregate sales proceeds to the Corporation of at least $150,000,000 (the "**Next Round Securities**"), issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the applicable Conversion Price of the Series C-2 Preferred Stock or Series C-3 Preferred Stock in effect immediately prior to such issuance or deemed issuance, then applicable Conversion Price of the Series C-2 Preferred Stock or Series C-3 Preferred Stock shall be reduced, concurrently with such issuance or deemed issuance, to the consideration per share received by the Corporation for such issue or deemed issue of the Additional Shares of Common Stock; provided that if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received an aggregate of $0.001 of consideration for all such Additional Shares of Common Stock issued or deemed to be issued. After the end of Full Ratchet Period, in the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the applicable Conversion Price of Series C-2 Preferred Stock or Series C-3 Preferred Stock in effect immediately prior to such issue, then such applicable Conversion Price with respect to the Series C-2 Preferred Stock and Series C-3 Preferred Stock shall be automatically reduced, concurrently with such issue, to a price determined in accordance with the formula set forth in Subsection 4.4.5. This Subsection 4.4.4 may be amended, terminated or waived only with the consent of the holders of a majority of the outstanding shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock, voting together as a single class on an as-converted basis, which consent must include the Lead Investor (the "**Series C-2 and Series C-3 Majority**").

4.4.5 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series C-2 Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the applicable Conversion Price of the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B Preferred Stock and/or the Series A Preferred Stock in effect immediately prior to such issue, then such applicable Conversion Price shall be automatically reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP_2" shall mean the applicable Conversion Price of such series of Preferred Stock in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock

(b) "CP_1" shall mean the Conversion Price of such series of Preferred Stock in effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issuance or deemed issuance by CP_1); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.6 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both cash and property other than cash, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

(i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.7 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price for a series of Preferred Stock pursuant to the terms of Subsection 4.4.4, then, upon the final such issuance, such Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series C-2 Original Issue Date effect a subdivision of the outstanding Common Stock, the applicable Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series C-2 Original Issue Date combine the outstanding shares of Common Stock, the applicable Conversion Price in effect immediately before the combination shall

be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C-2 Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the applicable Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the applicable Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of the applicable series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C-2 Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the each series of Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.4, 4.6 or 4.7), then, following any such

reorganization, recapitalization, reclassification, consolidation or merger, each share of such unconverted Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such series of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of such series of Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the applicable Conversion Price of such series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of such series of Preferred Stock. For the avoidance of doubt, nothing in this Subsection 4.8 shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of such series of Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect for such series of Preferred Stock, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the S Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such Deemed Liquidation Event, reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such Deemed Liquidation Event, reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the such Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public at a price of at least $116.9400 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least $100,000,000 of gross proceeds to the Corporation (a "**Qualified Public Offering**"), or (b) the date and time, or the occurrence of an event, specified by vote or written consent of (i) the Series C-2 and Series C-3 Majority and (ii) the Junior Preferred Majority (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), then (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Subsection 4.1.1. and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of each applicable series of Preferred Stock to be converted pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of the applicable series of Preferred Stock to be converted in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate

affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for the applicable series of Preferred Stock, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (b) pay cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of the Preferred Stock so converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of the applicable series of Preferred Stock accordingly and corresponding number of shares of Preferred Stock in general.

6. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of shares of Preferred Stock following such shares' redemption.

7. Waiver. Except as otherwise set forth herein, (a) any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders that would otherwise be required to amend such right, powers, preferences, and other terms and (b) at any time more than one series of Preferred Stock is issued and outstanding, any of the rights, powers, preferences and other terms of any series of Preferred Stock set forth herein may be waived on behalf of all holders of such series of Preferred Stock by the affirmative written consent or vote of the holders of such series that would otherwise be required to amend such right, power, preference, or other term.

8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by this Amended and Restated Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by this Amended and Restated Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law. Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not (a) adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification or (b) increase the liability of any director of the Corporation with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ELEVENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Eleventh shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in

any other circumstance and of the remaining provisions of this Article Eleventh (including, without limitation, each portion of any sentence of this Article Eleventh containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

TWELFTH: For purposes of Section 500 of the California Corporations Code (to the extent applicable), in connection with any repurchase of shares of Common Stock permitted under this Amended and Restated Certificate of Incorporation from employees, officers, directors or consultants of the Corporation in connection with a termination of employment or services pursuant to agreements or arrangements approved by the Board of Directors (in addition to any other consent required under this Amended and Restated Certificate of Incorporation), such repurchase may be made without regard to any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined in Section 500 of the California Corporations Code). Accordingly, for purposes of making any calculation under California Corporations Code Section 500 in connection with such repurchase, the amount of any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined therein) shall be deemed to be zero (0).

THIRTEENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 27th day of December, 2024.

By: _____
John de Souza, President

EXHIBIT C
DISCLOSURE SCHEDULE

DISCLOSURE SCHEDULE

This Schedule of Exceptions is made and given pursuant to Section 3 of the Note Purchase and Exchange Agreement, dated as of January 3, 2024 (the "**Agreement**"), between Ample, Inc. (the "**Company**") and the Purchasers listed on Schedule A-1 thereto. All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Nothing in this Schedule of Exceptions is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Schedule of Exceptions (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Schedule of Exceptions includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided to the Purchasers or their respective counsel.

3.2 Capitalization

(c)

(i) Common Stock

See Appendix 1.

(ii) Granted Stock Options

See Appendix 2.

(iii) Reserved under Plan

1,614,220 shares of Common Stock reserved for issuance under the Stock Plan., of which 90,681 shares of Common Stock are available for future grants under the Stock Plan.

(iv) Preferred Stock

See Appendix 3.

(v) Warrants and other stock purchase rights.

Warrant to purchase 81,580 shares of Common Stock issued to Stellantis Europe S.p.A., dated November 15, 2023.

Convertible Notes Purchase Agreement by and between the Company and the Investors listed in Schedule I thereto, dated June 20, 2024 (the "**Note Purchase Agreement**"), and the convertible promissory notes issued pursuant thereto (the "**Notes**"):

- Convertible Promissory Note issued to ALM Holding, dated June 20, 2024.
- Convertible Promissory Note issued to Big Bend 60 Investments LLC, dated June 20, 2024.
- Convertible Promissory Note issued to Gerard Michael, dated June 20, 2024.

(d)

Stock Repurchase Agreement, between the Company and Khaled Hassounah, dated January 1, 2016.

Stock Restriction and Amendment Agreement, between the Company and Louis Shrinkle, dated January 26, 2017.

The following stock option agreements granted under the Stock Plan allow for early exercise of the options:

- Early Exercise Nonqualified Stock Option Agreement between the Company and Peter Ort dated November 29, 2017
- Stock Option Agreement between the Company and Christian Egenfeldt dated November 29, 2017, as amended.
- Early Exercise Nonqualified Stock Option Agreement between the Company and Christian Egenfeldt dated March 5, 2017. This option is fully vested as of the date hereof.

3.3 Subsidiaries

Ample Iberia, S.L.

3.7 Litigation

The Company and EID Robotics OY ("**EID**") entered into a Purchase and Installment Agreement, effective as of January 23, 2023 (the "**EID Agreement**"), pursuant to which EID would create an automated lithium battery module assembly production line, and related software, and complete installment of the resulting product at the specified location. Under the EID Agreement, the Company has made payments totaling $1.8 million. However, EID has seemingly not developed the production line, completed factory acceptance testing or otherwise gotten the production line ready to show to the Company. EID claims that change orders requested by the Company led to an increase in costs that were not adequately compensated for. As a result, notwithstanding the existing terms of the EID Agreement, in January 2024, EID requested a restructured payment plan requiring an additional upfront payment by the Company of $1.5 million and indicated EID would not perform any future work unless and until such payment is made. The Company has not made, or agreed to make, such payment. In February 2024, EID sent a letter to the Company contending that the Company had terminated the EID Agreement, that such termination materially breached the EID Agreement, and that such breach entitled EID to an arbitral judgment in the amount of no less than $2.35 million. The Company responded by letter denying any breach and contending that EID materially breached the EID Agreement. After the exchange of correspondence during February and March 2024, neither side has initiated arbitration or litigation.

3.8 Intellectual Property

An allegation was made against the Company by Tyco Electronics Services GmbH (Switzerland) that the Company's use of and application for the AMPLE trademarks is inappropriate due to Tyco's ownership of trademark registrations containing variations of the letters "AMP". The Tyco allegation was received around December 17, 2018, along with a request for time to oppose Ample's US federal trademark application (87533645). Tyco's allegation was opposed by the Company, and Tyco did not move forward with an opposition filing. Neither Tyco nor the Company has taken further action on this matter, and the Company considers this matter closed.

The Company received an online solicitation from an individual named Martin Brendes alleging to own a German patent directed to swapping batteries in vehicles. The Company's legal counselor reviewed the claim with German intellectual property legal counsel at a preliminary level and did not conclude that a serious risk existed due to this German patent given that: (a) there are no other family documents, i.e. no documents claiming the priority of this document, no divisional application, no US counterparts, (b) no oppositions have been filed within the opposition term. The opposition term has lapsed. The patent can only be attacked by a nullity action before the German Federal Patent Court at the present stage. No explicit claim or threat was made by Mr. Brendes. Neither Mr. Brendes nor the Company has taken further action on this matter, and the Company considers this matter closed.

IP Assignment Agreement by and between the Company and Louis J. Shrinkle, dated December 30, 2014.

Collaboration Framework Agreement by and between the Company and Stellantis Ventures B.V., dated November 15, 2023, effective as of August 1, 2022 (the "**Stellantis Agreement**").

Patents:

Title	Application No. or Patent No.	Country	Status
Automated Self-Aligning Mechanical Fastener	10,359,066	US	Issued
Automated Self-Aligning Mechanical Fastener	11,125,259	US	Issued
Autonomous Lift System	11,332,352	US	Issued
Autonomous Lift System	PCT/US19/38921	WIPO	Published
Battery-Exchange Service Station	18/666,233	US	Published
Battery-Exchange System and Service Station	PCT/US2024/029678	WIPO	Published
Battery-Exchange System and Service Station	18/318,001	US	Published
Battery-Exchange System and Service Station	PCT/US2024/028273	WIPO	Published
Battery-Storage Apparatus and Battery-Exchange System	18/666,365	US	Published
Battery-Storage Apparatus and Battery-Exchange System	PCT/US2024/029708	WIPO	Published
Configurable Vehicle Lift and Service Station	18/317,985	US	Published
Configurable Vehicle Lift and Service Station	PCT/US2024/028269	WIPO	Published
Cooling Plate and Assembly for Swappable Electric-Vehicle Batteries	18/775,168	US	Pending
Cooling Plate and Assembly for Swappable Electric-Vehicle Batteries	PCT/US2024/038290	WIPO	Pending
Electric Vehicle Battery Charging and Support Rack	18/363,314	US	Published
Electric Vehicle Battery Service Station with Retractable Walls	18/509,646	US	Published
Electric Vehicle Battery Service Station with Retractable Walls	PCT/US2023/079751	WIPO	Published
Electric Vehicle Battery Swapping Station	29/866,802	US	Pending
Electric Vehicle Battery Systems With Exchangeable Parallel Electric Vehicle Battery Modules	9,315,113	US	Issued
Electric Vehicle Battery Systems With Exchangeable Parallel Electric Vehicle Battery Modules	9,694,707	US	Issued
Electric Vehicle Battery With Thermal Failure Protection	63/641,604	US	Provisional Application
Interface for Coupling Electric Battery and Vehicle Systems	11,858,328	US	Issued
Interface for Coupling Electric Battery and Vehicle Systems	202,280,026,063.7	CN	Published
Interface for Coupling Electric	22717516	EP	Published

Battery and Vehicle Systems			
Interface for Coupling Electric Battery and Vehicle Systems	2023-560790	JP	Published
Interface for Coupling Electric Battery and Vehicle Systems	18/502,420	US	Published
Interface for Coupling Electric Battery and Vehicle Systems	PCT/US22/71461	WIPO	Published
Medical Ventilator Having In-Series Piston Pumps	17/648,377	US	Published
Medical Ventilator Having In-Series Piston Pumps	PCT/US22/70254	WIPO	Published
Modular Electric Battery-Powered Systems and Methods	ZL 202080047560.6	CN	Issued
Modular Electric Battery-Powered Systems and Methods	10-2022-7002954	KR	Published
Modular Electric Battery-Powered Systems and Methods	MX/a/2021/015565	MX	Published
Modular Electric Battery-Powered Systems and Methods	"PCT/US20/40070	WIPO	Published
Modular Electric Battery-Powered Systems and Methods	AU2020302940	AU	Published
Modular Electric Battery-Powered Systems and Methods	BR112021025914	BR	Published
Modular Electric Battery-Powered Systems and Methods	CA3144987	CA	Published
MULTI-MODULE ELECTRIC VEHICLE BATTERY CONTROL SYSTEM	202,280,000,000	CN	Pending Application
Multi-Module Electric Vehicle Battery Control System	22,715,503	EP	Pending Application
Multi-Module Electric Vehicle Battery Control System	202,417,000,000	IN	Pending Application
Multi-Module Electric Vehicle Battery Control System	2024-554808	JP	Pending Application
Multi-Module Electric Vehicle Battery Control System	17/655,444	US	Published
Multi-Module Electric Vehicle Battery Control System	PCT/US22/71220	WIPO	Published
Over-Voltage Protection Circuit for Electric Vehicles	18/186,468	US	Published
Over-Voltage Protection Circuit for Electric Vehicles	PCT/US2024/017802	WIPO	Published
Robot Assisted Modular Battery Interchanging System	9,868,421	US	Issued
Robot Assisted Modular Battery Interchanging System	9,932,019	US	Issued
Self-Aligning Mechanical Fastener	18/056,048	US	Application Allowed
Self-Aligning Mechanical Fastener	Not Yet Available	CN	Pending Application
Self-Aligning Mechanical Fastener	23,799,838	EP	Pending Application
Self-Aligning Mechanical Fastener	2024-564781	JP	Pending Application

Self-Aligning Mechanical Fastener	PCT/US2023/020106	WIPO	Published

Trademarks:

Mark	Type of Mark	Int'l Class	App., Serial #	Reg. #	Jurisdic.	Status
AMPLE	Character	7	87533645	5978626	US	Registered
ELECTRIC CARS FOR EVERYONE	Character	7	87534416	6042943	US	Registered
ample Graphic/Logo	Character and Design	7	90754355	6921034	US	Registered

Registered Domain Names:

- www.ample.com
- www.getample.com

3.10 Certain Transactions

The Company made a loan to Harsh Jain for $21,000 on July 28, 2017, which has now been repaid in full.

Pursuant to the Participating Loan Agreement by and between Ample Iberia, S.L., and Ample, Inc., Ample, Inc. has lent a total of $2,190,000 in aggregate principal amount to Ample Iberia, S.L.

3.13 Financial Statements

The Company's unaudited financial statements (balance sheet, income and cash flow statements, including notes thereto) for the twelve-month period that ended December 31, 2023 and the nine-month period that ended September 30, 2024 are attached hereto as Appendix 4.

3.14 Employment Matters

(e)

The Company provides employees a suite of benefits through SequoiaOne including health insurance, retirement, pre-tax benefits, income protection, and other benefits.

The Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services. However, the Company has entered into severance agreements and provided severance upon termination of employment services for certain employees in the past.

3.16 Tax Returns and Payments

The Company is currently undergoing a routinary sales and use tax audit by the California Department of Tax and Administration.

The Company is currently undergoing a mandatory audit and request for disclosure of certain business property statements from the San Francisco Office of the Assessor.

The Company is currently undergoing a mandatory audit and request for disclosure of certain business property statements from the San Mateo Office of the Assessor.

3.19 Permits

The Company is registered to do business with the City and County of San Francisco and has a Business Registration Certificate from the City and County of San Francisco Office of the Treasurer & Tax Collector. The Company must renew its registration prior to June 30, 2025.

APPENDIX 1

COMMON STOCK

Ample, Inc. - Common Stock

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Charles Aboke	5	5			N/A
De'Warren Jefferson	5	5			N/A
De'Warren Jefferson	5	5			N/A
Charles Aboke	8	8			N/A
Charles Aboke	8	8			N/A
Charles Aboke	8	8			N/A
Troy Lingle	10	10			N/A
Luz Aguayo	17	17			N/A
Zoumana Cisse	20	20			N/A
Charles Aboke	20	20			N/A
Eric Mitchell	20	20			N/A
Saideep Vollala	20	20			N/A
Saideep Vollala	20	20			N/A
Troy Lingle	21	21			N/A
Eric Mitchell	21	21			N/A
Eric Mitchell	21	21			N/A
Eric Mitchell	21	21			N/A
Caleb Tseng-Tham	21	21			N/A
Eric Mitchell	21	21			N/A
Eric Mitchell	21	21			N/A
Saideep Vollala	21	21			N/A
Saideep Vollala	21	21			N/A
Saideep Vollala	21	21			N/A
Saideep Vollala	21	21			N/A
Saideep Vollala	21	21			N/A
Saideep Vollala	21	21			N/A
Saideep Vollala	21	21			N/A
Trevor Meredith	41	41			N/A
Trevor Meredith	42	42			N/A
Kinjal Dedhia	42	42			N/A
Rene Del Toro	42	42			N/A
Troy Lingle	52	52			N/A
Billy Wong	62	62			N/A
Trevor Meredith	62	62			N/A
Maxim Zolotarev	62	62			N/A
Trevor Meredith	62	62			N/A
Eric Mitchell	62	62			N/A
Temirlan Razak	62	62			N/A
Jan Sudra	62	62			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Eric Mitchell	62	62			N/A
Mohamed Elzaki	62	62			N/A
Trevor Meredith	63	63			N/A
Rene Del Toro	63	63			N/A
Eric Mitchell	63	63			N/A
Antony Jesuraj	75	75			N/A
Trevor Meredith	83	83			N/A
Rene Del Toro	83	83			N/A
Billy Wong	83	83			N/A
Troy Lingle	83	83			N/A
Eric Mitchell	84	84			N/A
Trevor Meredith	84	84			N/A
Eric Mitchell	84	84			N/A
Henry Smith	100	100			N/A
Jan Sudra	104	104			N/A
Caleb Tseng-Tham	104	104			N/A
Trevor Meredith	105	105			N/A
Garrett Remes	105	105			N/A
Billy Wong	125	125			N/A
Rich Espiritu	125	125			N/A
Orhan Baran	125	125			N/A
Eric Mitchell	125	125			N/A
Rich Espiritu	125	125			N/A
Mohamed Elzaki	125	125			N/A
Jessica Ling	125	125			N/A
Troy Lingle	125	125			N/A
Maxim Zolotarev	125	125			N/A
Suyash Yogen Pandya	125	125			N/A
Rene Del Toro	125	125			N/A
Alex Kundrot	125	125			N/A
Jenna Perez	125	125			N/A
Eric Mitchell	125	125			N/A
Rhonda Giannini	135	135			N/A
John Louie	136	136			N/A
Keith Thomas	145	145			N/A
Alec Oswald	145	145			N/A
Billy Wong	146	146			N/A
Temirlan Razak	146	146			N/A
Scott Haessly	156	156			N/A
Jan Sudra	166	166			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Rene Del Toro	167	167			N/A
Temirlan Razak	167	167			N/A
Jan Sudra	167	167			N/A
Paymon Shariat-Panahi	167	167			N/A
Rhonda Giannini	177	177			N/A
Benjamin Ryan	187	187			N/A
Benjamin Ryan	188	188			N/A
Benjamin Ryan	188	188			N/A
Alex Kundrot	188	188			N/A
Maxim Zolotarev	188	188			N/A
Ryan Devine	188	188			N/A
Hamid Schricker	200	200			N/A
Garrett Remes	208	208			N/A
Rich Espiritu	208	208			N/A
Eric Sorensen	208	208			N/A
Maya Padmalayam	208	208			N/A
Hamid Schricker	209	209			N/A
Arun Parameshwaran	229	229			N/A
Teja Vanteddu	229	229			N/A
Rich Espiritu	250	250			N/A
Yashodhar Narvaneni	250	250			N/A
Jan Sudra	250	250			N/A
Zoumana Cisse	250	250			N/A
Keith Thomas	250	250			N/A
Jan Sudra	250	250			N/A
Alex Kundrot	250	250			N/A
Alex Kundrot	250	250			N/A
Thomas Degen	250	250			N/A
Maxim Zolotarev	250	250			N/A
Saideep Vollala	250	250			N/A
Rene Del Toro	270	270			N/A
Eric Mitchell	270	270			N/A
Xin Zhao	291	291			N/A
Orhan Baran	291	291			N/A
Arun Parameshwaran	291	291			N/A
Temirlan Razak	291	291			N/A
Mohamed Elzaki	291	291			N/A
Suyash Yogen Pandya	291	291			N/A
Paymon Shariat-Panahi	291	291			N/A
Xin Zhao	292	292			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Xin Zhao	292	292			N/A
Rich Espiritu	292	292			N/A
Wai Hong Tsang	312	312			N/A
Wai Hong Tsang	312	312			N/A
Suyash Yogen Pandya	312	312			N/A
Eric Sorensen	312	312			N/A
Maxim Zolotarev	312	312			N/A
Eric Sorensen	312	312			N/A
Suyash Yogen Pandya	312	312			N/A
Keith Thomas	312	312			N/A
Wai Hong Tsang	313	313			N/A
Wai Hong Tsang	313	313			N/A
Suyash Yogen Pandya	313	313			N/A
Maxim Zolotarev	313	313			N/A
Alex Kundrot	313	313			N/A
Jan Sudra	333	333			N/A
Garrett Remes	333	333			N/A
Maxim Zolotarev	333	333			N/A
Caleb Tseng-Tham	333	333			N/A
Jan Sudra	334	334			N/A
Temirlan Razak	334	334			N/A
Garrett Remes	354	354			N/A
Matthew McGovern	354	354			N/A
Billy Wong	375	375			N/A
Maxim Zolotarev	375	375			N/A
Antony Jesuraj	375	375			N/A
Hrishikesh Tawade	375	375			N/A
Conner McEldowney	375	375			N/A
Anish More	406	406			N/A
John Louie	407	407			N/A
Jan Sudra	416	416			N/A
Eric Sorensen	417	417			N/A
Eric Sorensen	417	417			N/A
Suyash Yogen Pandya	417	417			N/A
Xin Zhao	437	437			N/A
Billy Wong	437	437			N/A
Benjamin Ryan	437	437			N/A
Teja Vanteddu	437	437			N/A
Maxim Zolotarev	437	437			N/A
Sicheng Zou	437	437			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Alex Kundrot	437	437			N/A
Xin Zhao	438	438			N/A
Xin Zhao	438	438			N/A
Maxim Zolotarev	438	438			N/A
Trevor Meredith	458	458			N/A
Frederick Kellogg	468	468			N/A
Eleanor O'Callaghan	479	479			N/A
Maxim Zolotarev	500	500			N/A
Suyash Yogen Pandya	500	500			N/A
John Louie	500	500			N/A
Teja Vanteddu	500	500			N/A
Maya Padmalayam	520	520			N/A
Stephen Liu	521	521			N/A
Kinjal Dedhia	541	541			N/A
Xin Zhao	583	583			N/A
Azriel Samson	625	625			N/A
Wai Ming Tsang	625	625			N/A
Wai Ming Tsang	625	625			N/A
Manuel Cereijido Fernandez	625	625			N/A
Wai Ming Tsang	625	625			N/A
Thomas Ly	625	625			N/A
Shiv Chopra	625	625			N/A
Wai Ming Tsang	625	625			N/A
Suyash Yogen Pandya	625	625			N/A
Alex Kundrot	625	625			N/A
John Louie	677	677			N/A
John Louie	677	677			N/A
John Louie	677	677			N/A
Scott Haessly	729	729			N/A
Manuel Cereijido Fernandez	730	730			N/A
Maya Padmalayam	730	730			N/A
Maxim Zolotarev	750	750			N/A
Shiv Chopra	750	750			N/A
Matthew Gough	750	750			N/A
John Louie	812	812			N/A
Benjamin Ryan	812	812			N/A
Alex Kundrot	812	812			N/A
Ryan Devine	812	812			N/A
Eric Miller	833	833			N/A
Xin Zhao	833	833			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Eric Miller	833	833			N/A
Marianella Cateriano	833	833			N/A
Wai Ming Tsang	833	833			N/A
Thomas Ly	833	833			N/A
Manuel Cereijido Fernandez	833	833			N/A
Xin Zhao	834	834			N/A
Marianella Cateriano	834	834			N/A
Thomas Ly	834	834			N/A
Jing Pang	875	875			N/A
Wai Ming Tsang	875	875			N/A
Lindsay Stone	885	885			N/A
Wai Hong Tsang	937	937			N/A
Ryan Devine	937	937			N/A
John Louie	947	947			N/A
Eric Sorensen	979	979			N/A
Jorge Alberto Rodriguez Garcia	1,000	1,000			N/A
Jan Sudra	1,000	1,000			N/A
Jorge Alberto Rodriguez Garcia	1,000	1,000			N/A
Eric Sorensen	1,000	1,000			N/A
Xin Zhao	1,021	1,021			N/A
Stephen Liu	1,041	1,041			N/A
Stephen Liu	1,041	1,041			N/A
Thomas Ly	1,041	1,041			N/A
Hamid Schricker	1,041	1,041			N/A
Azriel Samson	1,042	1,042			N/A
Stephen Liu	1,042	1,042			N/A
Thomas Ly	1,042	1,042			N/A
Wai Hong Tsang	1,042	1,042			N/A
Juan Spiniak	1,042	1,042			N/A
Azriel Samson	1,042	1,042			N/A
Maya Padmalayam	1,042	1,042			N/A
Wai Ming Tsang	1,042	1,042			N/A
Maya Padmalayam	1,042	1,042			N/A
Juan Spiniak	1,042	1,042			N/A
Kenji Bowers	1,083	1,083			N/A
Shiv Chopra	1,125	1,125			N/A
Xin Zhao	1,167	1,167			N/A
Teja Vanteddu	1,188	1,188			N/A
Lindsay Stone	1,240	1,240			N/A
Xin Zhao	1,250	1,250			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Wai Ming Tsang	1,250	1,250			N/A
Eric Sorensen	1,250	1,250			N/A
Hamid Schricker	1,250	1,250			N/A
Teja Vanteddu	1,312	1,312			N/A
Kenji Bowers	1,312	1,312			N/A
Jorge Alberto Rodriguez Garcia	1,333	1,333			N/A
Matthew Gough	1,354	1,354			N/A
Manuel Cereijido Fernandez	1,354	1,354			N/A
Matthew Gough	1,355	1,355			N/A
Wai Hong Tsang	1,458	1,458			N/A
Maya Padmalayam	1,458	1,458			N/A
Manuel Cereijido Fernandez	1,458	1,458			N/A
Colin McCormick	1,500	1,500			N/A
Wai Hong Tsang	1,562	1,562			N/A
Stephen Liu	1,562	1,562			N/A
Azriel Samson	1,562	1,562			N/A
Suyash Yogen Pandya	1,562	1,562			N/A
Stephen Liu	1,562	1,562			N/A
Juan Spiniak	1,562	1,562			N/A
Stephen Liu	1,563	1,563			N/A
Azriel Samson	1,563	1,563			N/A
Stephen Liu	1,563	1,563			N/A
Christian Egenfeldt	1,563	1,563			N/A
Christian Egenfeldt	1,563	1,563			N/A
Stephen Liu	1,563	1,563			N/A
Wai Hong Tsang	1,563	1,563			N/A
John Louie	1,625	1,625			N/A
Kenji Bowers	1,625	1,625			N/A
Kenji Bowers	1,625	1,625			N/A
Xin Zhao	1,667	1,667			N/A
Marianella Cateriano	1,667	1,667			N/A
Thomas Ly	1,667	1,667			N/A
Jorge Alberto Rodriguez Garcia	1,667	1,667			N/A
Hrishikesh Tawade	1,760	1,760			N/A
Matthew Gough	1,770	1,770			N/A
Lindsay Stone	1,771	1,771			N/A
Lindsay Stone	1,771	1,771			N/A
Anna Lukibanova	1,782	1,782			N/A
Eric Miller	1,875	1,875			N/A
Eric Miller	1,875	1,875			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Levi Tillemann-Dick	1,875	1,875			N/A
Eric Miller	1,875	1,875			N/A
Sung Chan Cho	2,000	2,000			N/A
Anna Lukibanova	2,031	2,031			N/A
Xin Zhao	2,041	2,041			N/A
Xin Zhao	2,083	2,083			N/A
Xin Zhao	2,083	2,083			N/A
Juan Spiniak	2,083	2,083			N/A
Sung Chan Cho	2,083	2,083			N/A
Christian Egenfeldt	2,083	2,083			N/A
Stephen Liu	2,083	2,083			N/A
Juan Spiniak	2,083	2,083			N/A
Xin Zhao	2,084	2,084			N/A
Stephen Liu	2,084	2,084			N/A
Wai Ming Tsang	2,125	2,125			N/A
Wai Hong Tsang	2,188	2,188			N/A
Kenji Bowers	2,333	2,333			N/A
Claudia Clement	2,395	2,395			N/A
Ankit Srivastava	2,500	2,500			N/A
Ankit Srivastava	2,500	2,500			N/A
Eric Miller	2,500	2,500			N/A
Hamid Schricker	2,500	2,500			N/A
Azriel Samson	2,604	2,604			N/A
Azriel Samson	2,604	2,604			N/A
Azriel Samson	2,604	2,604			N/A
Lindsay Stone	2,833	2,833			N/A
Sung Chan Cho	2,917	2,917			N/A
Anna Lukibanova	2,968	2,968			N/A
Sung Chan Cho	3,000	3,000			N/A
Ibrahim Hallaj	3,000	3,000	1/48 monthly, 1 year cliff	12/01/2021	N/A
Xin Zhao	3,000	3,000			N/A
Stephen Liu	3,125	3,125			N/A
Wai Hong Tsang	3,125	3,125			N/A
Juan Spiniak	3,125	3,125			N/A
Juan Spiniak	3,125	3,125			N/A
Marianella Cateriano	3,333	3,333			N/A
Kim Rosenberg	3,490	3,490			N/A
Ankit Srivastava	3,541	3,541			N/A
Monish Sunku Prabhakar	3,895	3,895			N/A
Thomas Ly	3,958	3,958			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Azriel Samson	3,958	3,958			N/A
Azriel Samson	4,167	4,167			N/A
Albert Liu	4,167	4,167			N/A
Kenji Bowers	4,333	4,333			N/A
Kenji Bowers	4,334	4,334			N/A
Harsh Jain	4,375	4,375			N/A
Wai Ming Tsang	4,375	4,375			N/A
Juan Spiniak	4,688	4,688			N/A
Anna Lukibanova	4,750	4,750			N/A
Yashodhar Narvaneni	6,000	6,000			N/A
Kim Rosenberg	6,185	6,185			N/A
Kim Rosenberg	6,200	6,200			N/A
Christian Egenfeldt	6,250	6,250			N/A
Albert Liu	6,250	6,250			N/A
Stephen Liu	6,250	6,250			N/A
Juan Spiniak	6,250	6,250			N/A
Albert Liu	6,250	6,250			N/A
Albert Liu	6,250	6,250			N/A
Albert Liu	6,250	6,250			N/A
Ankit Srivastava	6,459	6,459			N/A
Wai Hong Tsang	6,875	6,875			N/A
Wai Ming Tsang	7,292	7,292			N/A
Thomas Ly	7,292	7,292			N/A
Marianella Cateriano	7,500	7,500			N/A
Levi Tillemann-Dick	7,500	7,500			N/A
Azriel Samson	7,812	7,812			N/A
Levi Tillemann-Dick	8,500	8,500			N/A
Xin Zhao	9,166	9,166			N/A
Marianella Cateriano	9,166	9,166			N/A
Juan Spiniak	9,375	9,375			N/A
Juan Spiniak	9,375	9,375			N/A
Kim Rosenberg	9,770	9,770			N/A
Hashmat Haidari	10,312	10,312			N/A
Christian Egenfeldt	12,500	12,500			N/A
Christian Egenfeldt	13,541	13,541			N/A
Juan Spiniak	15,625	15,625			N/A
Christian Egenfeldt	18,750	18,750	1/48 monthly, no cliff	10/01/2017	N/A
pete Ort	20,000	20,000	1/48 monthly, 1 year cliff	09/01/2017	N/A
Susan E. Shrinkle-Emmons	20,000	20,000			N/A
Albert Liu	20,833	20,833			N/A

Stakeholder Name	Quantity Issued	Quantity Outstanding	Vesting Schedule	Vesting Start Date	Repurchase Price
Ankit Srivastava	25,000	25,000			N/A
Albert Liu	25,000	25,000			N/A
Juan Spiniak	25,000	25,000			N/A
Albert Liu	25,000	25,000			N/A
Juan Spiniak	25,000	25,000			N/A
Harsh Jain	25,625	25,625			N/A
Thomas Ly	27,708	27,708			N/A
Juan Spiniak	28,125	28,125			N/A
Christian Egenfeldt	37,500	37,500	1/48 monthly, no cliff	10/01/2017	N/A
Juan Spiniak	37,500	37,500			N/A
Wai Ming Tsang	42,708	42,708			N/A
Steven L Shrinkle	50,000	50,000			N/A
Lou Shrinkle	80,000	80,000			N/A
Lou Shrinkle	100,000	100,000			N/A
John de Souza	2,921,875	2,921,875			N/A
Khaled Hassounah	5,578,125	5,578,125			N/A
Total (Outstanding)		**9,652,917**			

APPENDIX 2

GRANTED OPTIONS

PROMISED OPTIONS

Title of the Recipient	Start Date	No. of Shares
Surya Auroprem	5/28/24	1,000
Stephanie Blankley	6/10/24	1,000
Jimmy Dodge	6/24/24	1,000
Erica Duran	6/24/24	1,000
Lawrence Chang	10/1/24	1,000
Maricela Santos	9/3/24	1,000
Sabrina Ohanian	9/3/24	1,000
Eduardo Ramos	9/16/24	1,150
Ashutosh Ranjane	9/30/24	500
Vighnesh Rane	9/30/24	1,000
Kauruppiah Karuppiah	10/21/24	1,000
Christian Tae	1/13/25	1,400
Jason Bermudez	11/17/24	500
Todd Meeks	12/8/24	500
Clay Chidester	12/22/24	500
Matthew Sbarra	1/5/25	500
Shaun Ross	1/19/25	500
Kalil Santos	3/2/25	500

Ample, Inc. - Option Grants

Stakeholder Name	Quantity Issued	Quantity Outstanding	Exercise Price	Vesting Schedule
Eric Sorensen	5,000	105	$1.09	1/48 monthly, 1 year cliff
Alejandro Valencia	500	125	$7.21	1/48 monthly, 1 year cliff
Maxim Zolotarev	3,000	125	$1.09	1/48 monthly, 1 year cliff
Conner McEldowney	500	125	$5.88	1/48 monthly, 1 year cliff
Andrew Wills	500	156	$7.12	1/48 monthly, 1 year cliff
Brandon Alvarez	500	197	$7.12	1/48 monthly, 1 year cliff
Eric Miller	10,000	209	$0.97	1/48 monthly, 1 year cliff
Troy Lingle	500	209	$5.88	1/48 monthly, 1 year cliff
Summi Rizvi	500	218	$7.12	1/48 monthly, 1 year cliff
Mark Ibrahim	1,000	250	$7.21	1/48 monthly, 1 year cliff
Ernesto Mojica	500	260	$6.93	1/48 monthly, 1 year cliff
Brandon Cox	500	270	$6.93	1/48 monthly, 1 year cliff
Mohamed Elzaki	500	313	$5.88	1/48 monthly, 1 year cliff
Teja Vanteddu	1,000	334	$5.88	1/48 monthly, 1 year cliff
Ashleigh Harpenau	500	343	$6.93	1/48 monthly, 1 year cliff
Alec Oswald	500	355	$6.93	1/48 monthly, 1 year cliff
Jessica Ling	500	375	$5.88	1/48 monthly, 1 year cliff
Jenna Perez	500	375	$6.93	1/48 monthly, 1 year cliff
De'Warren Jefferson	500	490	$7.12	1/48 monthly, 1 year cliff
Luco Pedicone	500	500	$7.12	1/48 monthly, 1 year cliff
Derick Prentice	500	500	$7.12	1/48 monthly, 1 year cliff
Daniel Zivney	500	500	$7.12	1/48 monthly, 1 year cliff
Hakan Peksen	500	500	$7.12	1/48 monthly, 1 year cliff
William Stopczynski	500	500	$7.12	1/48 monthly, 1 year cliff
Nicholas Geddes	500	500	$7.12	1/48 monthly, 1 year cliff
Angela Lee	500	500	$7.12	1/48 monthly, 1 year cliff
Smriti Jha	500	500	$7.12	1/48 monthly, 1 year cliff
Nimeet Manish Doshi	500	500	$7.12	1/48 monthly, 1 year cliff
Allayne Leongson	500	500	$7.12	1/48 monthly, 1 year cliff
Jarrell Ivy	500	500	$7.12	1/48 monthly, 1 year cliff

Stakeholder Name	Quantity Issued	Quantity Outstanding	Exercise Price	Vesting Schedule
Ursula Cateriano	500	500	$7.12	1/48 monthly, 1 year cliff
Ana Campos Rosales	500	500	$7.21	1/48 monthly, 1 year cliff
Clifton Buckley	500	500	$7.21	1/48 monthly, 1 year cliff
Emily Kind	500	500	$7.21	1/48 monthly, 1 year cliff
Hector Trevino	500	500	$7.21	1/48 monthly, 1 year cliff
Justin Dallas	500	500	$7.21	1/48 monthly, 1 year cliff
Misa Haring	500	500	$7.21	1/48 monthly, 1 year cliff
Peter Wong	500	500	$7.21	1/48 monthly, 1 year cliff
Tristan Oleynik	500	500	$7.21	1/48 monthly, 1 year cliff
Alexander Centeno	500	500	$7.21	1/48 monthly, 1 year cliff
David Hoyt	500	500	$7.21	1/48 monthly, 1 year cliff
Jamie McMackin	500	500	$7.21	1/48 monthly, 1 year cliff
Jeremy Isip	500	500	$7.21	1/48 monthly, 1 year cliff
Jorge Calle Lopez	500	500	$7.21	1/48 monthly, 1 year cliff
Kyle Labaro	500	500	$7.21	1/48 monthly, 1 year cliff
Rotem Berger	500	500	$7.21	1/48 monthly, 1 year cliff
Aaron Villalobos	500	500	$7.21	1/48 monthly, 1 year cliff
Gabriel Castillo	500	500	$7.21	1/48 monthly, 1 year cliff
Norman Kwong	500	500	$7.21	1/48 monthly, 1 year cliff
Robert Pouard	500	500	$7.21	1/48 monthly, 1 year cliff
Trevor Watson	500	500	$7.21	1/48 monthly, 1 year cliff
Yunnung (Wayne) Chou	500	500	$7.21	1/48 monthly, 1 year cliff
Shiv Chopra	3,000	500	$1.09	1/48 monthly, 1 year cliff
Amy Swanson	500	500	$5.88	1/48 monthly, 1 year cliff
Gordon Dere	500	500	$5.88	1/48 monthly, 1 year cliff
Marqose Saephan	500	500	$5.88	1/48 monthly, 1 year cliff
Sean Kearney	500	500	$5.88	1/48 monthly, 1 year cliff
Youjian Huang	500	500	$5.88	1/48 monthly, 1 year cliff
Mervyn Castillo	500	500	$5.88	1/48 monthly, 1 year cliff
Gia Abele	500	500	$5.88	1/48 monthly, 1 year cliff
Blue-Seas Weaver	500	500	$5.88	1/48 monthly, 1 year cliff
Sa Ni Martinez	500	500	$6.93	1/48 monthly, 1 year cliff

Stakeholder Name	Quantity Issued	Quantity Outstanding	Exercise Price	Vesting Schedule
Niamatullah Shams	500	500	$6.93	1/48 monthly, 1 year cliff
Quinn Purificato	500	500	$6.93	1/48 monthly, 1 year cliff
Jimmy Tam	500	500	$6.93	1/48 monthly, 1 year cliff
Hamid Nazeri	500	500	$6.93	1/48 monthly, 1 year cliff
Joel Ramos	500	500	$6.93	1/48 monthly, 1 year cliff
Ana Rodriguez Gonzalez	500	500	$6.93	1/48 monthly, 1 year cliff
Corey Whitfield	500	500	$6.93	1/48 monthly, 1 year cliff
Cuong Tran	500	500	$6.93	1/48 monthly, 1 year cliff
Mark Banner	500	500	$6.93	1/48 monthly, 1 year cliff
Joseph Cunat	500	500	$6.93	1/48 monthly, 1 year cliff
William Bentley	500	500	$6.93	1/48 monthly, 1 year cliff
Shaquise Alexander	500	500	$6.93	1/48 monthly, 1 year cliff
Maleny Sanchez	500	500	$6.93	1/48 monthly, 1 year cliff
Shivam Shetty	500	500	$6.93	1/48 monthly, 1 year cliff
Barrett McCarthy	500	500	$6.93	1/48 monthly, 1 year cliff
Helena Monge	500	500	$6.93	1/48 monthly, 1 year cliff
James Sasnett	500	500	$6.93	1/48 monthly, 1 year cliff
Pierre Montet	500	500	$6.93	1/48 monthly, 1 year cliff
Saroj Shrestha	500	500	$6.93	1/48 monthly, 1 year cliff
Seyed Mohammad Razavi	500	500	$6.93	1/48 monthly, 1 year cliff
Mervyn Castillo	500	500	$6.93	1/48 monthly, 1 year cliff
Garrett Remes	500	500	$6.93	1/48 monthly, 1 year cliff
Alex Rodriguez	500	500	$7.12	1/48 monthly, 1 year cliff
Carlos Rodolfo Nicolas	500	500	$7.12	1/48 monthly, 1 year cliff
Cooper Copland	500	500	$7.12	1/48 monthly, 1 year cliff
Diana Aranda	500	500	$7.12	1/48 monthly, 1 year cliff
Edson Campos	500	500	$7.12	1/48 monthly, 1 year cliff
Erique Gigante	500	500	$7.12	1/48 monthly, 1 year cliff
Genevieve Love	500	500	$7.12	1/48 monthly, 1 year cliff
Timmathy Koy	500	500	$7.12	1/48 monthly, 1 year cliff
Austin Mansilla	500	500	$7.12	1/48 monthly, 1 year cliff
Cheuk Chung Lai	500	500	$7.12	1/48 monthly, 1 year cliff

Stakeholder Name	Quantity Issued	Quantity Outstanding	Exercise Price	Vesting Schedule
Anthony Toro	500	500	$7.12	1/48 monthly, 1 year cliff
Christopher Kuhi	500	500	$7.12	1/48 monthly, 1 year cliff
Derek Wong-Yee	500	500	$7.12	1/48 monthly, 1 year cliff
Eric Delgado	500	500	$7.12	1/48 monthly, 1 year cliff
Kyle Criley	500	500	$7.12	1/48 monthly, 1 year cliff
Mariaelena Orrantia	500	500	$7.12	1/48 monthly, 1 year cliff
Matthew Wimmer	500	500	$7.12	1/48 monthly, 1 year cliff
Tannar Veatch	500	500	$7.12	1/48 monthly, 1 year cliff
Yi-Ching Tu	500	500	$7.12	1/48 monthly, 1 year cliff
Matthew Gough	5,000	521	$0.97	1/48 monthly, 1 year cliff
Mark Ibrahim	1,000	541	$6.93	1/48 monthly, 1 year cliff
Paymon Shariat-Panahi	1,000	542	$6.93	1/48 monthly, 1 year cliff
Caleb Tseng-Tham	1,000	542	$6.93	1/48 monthly, 1 year cliff
Saideep Vollala	1,000	563	$7.12	1/48 monthly, 1 year cliff
Sicheng Zou	1,000	563	$6.93	1/48 monthly, 1 year cliff
Keith Thomas	1,000	605	$1.33	1/48 monthly, 1 year cliff
Matthew McGovern	1,000	646	$6.93	1/48 monthly, 1 year cliff
Keith Thomas	1,000	688	$5.88	1/48 monthly, 1 year cliff
Mohamed Elzaki	1,000	709	$6.93	1/48 monthly, 1 year cliff
Jan Cedrix Arriola	750	750	$5.88	1/48 monthly, 1 year cliff
Thomas Degen	1,000	750	$6.93	1/48 monthly, 1 year cliff
Maxim Zolotarev	2,000	792	$5.88	1/48 monthly, 1 year cliff
Henry Smith	1,000	900	$6.93	1/48 monthly, 1 year cliff
Nishad Kelkar	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Chengqi Wang	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Bart Buzanowksi	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Abben Hung	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Erid Pineda	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Juan Ernesto Vega Nanni	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Karthik Somasundaram	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Kenneth Jimenez	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Mohammad Shahrul Bin Rizal Song	1,000	1,000	$7.12	1/48 monthly, 1 year cliff

Stakeholder Name	Quantity Issued	Quantity Outstanding	Exercise Price	Vesting Schedule
Vipraja Pramod Patil	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
William Thompson	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
William Peronilla	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Alfredo Gutierrez Estrada	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Apurv Patil	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Raghnundan Maram	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Shivam Shetty	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Brett Schneider	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Henry Vennard	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Tatsuya Tasaki	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Tienchai Wirojsaksaree	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Khoa Cao	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Prerna Sarkar	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Rob Hovland	1,000	1,000	$7.21	1/48 monthly, 1 year cliff
Nikhil Raina	1,000	1,000	$6.93	1/48 monthly, 1 year cliff
Prateek Alat	1,000	1,000	$6.93	1/48 monthly, 1 year cliff
Abid Rahman Kodakkadan	1,000	1,000	$6.93	1/48 monthly, 1 year cliff
Usman Khan	1,000	1,000	$6.93	1/48 monthly, 1 year cliff
Jonah Shapiro	1,000	1,000	$6.93	1/48 monthly, 1 year cliff
Luke Wilson	1,000	1,000	$6.93	1/48 monthly, 1 year cliff
Alejandro Serna Alvarez	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Rohit Rawat	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Iryna Kruk	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Kory McKiou	1,000	1,000	$7.12	1/48 monthly, 1 year cliff
Antony Jesuraj	1,500	1,050	$6.93	1/48 monthly, 1 year cliff
Suyash Yogen Pandya	2,000	1,084	$5.88	1/48 monthly, 1 year cliff
Anish More	1,500	1,094	$5.88	1/48 monthly, 1 year cliff
Hrishikesh Tawade	1,500	1,125	$7.12	1/48 monthly, 1 year cliff
Benjamin Ryan	3,000	1,188	$1.09	1/48 monthly, 1 year cliff
Suyash Yogen Pandya	5,000	1,459	$1.09	1/48 monthly, 1 year cliff
Benjamin Ryan	1,500	1,500	$7.21	1/48 monthly, 1 year cliff
William Peronilla	1,500	1,500	$5.88	1/48 monthly, 1 year cliff

Stakeholder Name	Quantity Issued	Quantity Outstanding	Exercise Price	Vesting Schedule
Alexander Rosenberg	1,500	1,500	$5.88	1/48 monthly, 1 year cliff
Claudia Clement	1,500	1,500	$6.93	1/48 monthly, 1 year cliff
Aditi Timbadia	1,500	1,500	$6.93	1/48 monthly, 1 year cliff
Jing Pang	1,500	1,500	$6.93	1/48 monthly, 1 year cliff
Scott Haessly	2,500	1,615	$1.33	1/48 monthly, 1 year cliff
Matthew McGovern	2,000	2,000	$7.12	1/48 monthly, 1 year cliff
Matthew Gough	2,000	2,000	$7.21	1/48 monthly, 1 year cliff
Tsadok (Tsadi) Shvo	2,000	2,000	$7.21	1/48 monthly, 1 year cliff
Ashna Gupta	2,000	2,000	$1.33	1/48 monthly, 1 year cliff
Benjamin Ryan	2,000	2,000	$5.88	1/48 monthly, 1 year cliff
Jorge Alberto Rodriguez Garcia	2,000	2,000	$5.88	1/48 monthly, 1 year cliff
Hashmat Haidari	2,000	2,000	$6.93	1/48 monthly, 1 year cliff
Michael Jeung	2,000	2,000	$6.93	1/48 monthly, 1 year cliff
Matthew Gough	3,000	2,250	$5.88	1/48 monthly, 1 year cliff
Rodrigo Linares Garcia	2,500	2,500	$7.12	1/48 monthly, 1 year cliff
Claudia Clement	5,000	2,605	$0.97	1/48 monthly, 1 year cliff
Jing Pang	3,500	2,625	$1.09	1/48 monthly, 1 year cliff
Kanchana Aarumugamangalam	3,000	3,000	$7.21	1/48 monthly, 1 year cliff
Wai Ming Tsang	6,000	3,000	$6.93	1/48 monthly, 1 year cliff
Xin Zhao	6,000	3,000	$6.93	1/48 monthly, 1 year cliff
Nathan Tang	3,000	3,000	$6.93	1/48 monthly, 1 year cliff
Eric Sorensen	3,000	3,000	$6.93	1/48 monthly, 1 year cliff
Kenji Bowers	7,000	3,355	$1.09	1/48 monthly, 1 year cliff
Lindsay Stone	3,500	3,500	$6.93	1/48 monthly, 1 year cliff
Sung Chan Cho	4,000	4,000	$6.93	1/48 monthly, 1 year cliff
Rich Espiritu	4,000	4,000	$6.93	1/48 monthly, 1 year cliff
Lindsay Stone	4,000	4,000	$6.93	1/48 monthly, 1 year cliff
Ankit Srivastava	6,000	4,250	$6.93	1/48 monthly, 1 year cliff
Anna Lukibanova	6,500	4,469	$5.88	1/48 monthly, 1 year cliff
Hashmat Haidari	15,000	4,688	$0.97	1/48 monthly, 1 year cliff
Hamid Schricker	10,000	4,800	$5.88	1/48 monthly, 1 year cliff
Marianella Cateriano	5,000	5,000	$7.21	1/48 monthly, 1 year cliff

Stakeholder Name	Quantity Issued	Quantity Outstanding	Exercise Price	Vesting Schedule
Kim Rosenberg	5,000	5,000	$5.88	1/48 monthly, 1 year cliff
Marianella Cateriano	5,000	5,000	$5.88	1/48 monthly, 1 year cliff
Wai Hong Tsang	5,000	5,000	$6.93	1/48 monthly, 1 year cliff
Azriel Samson	10,000	5,417	$1.09	1/48 monthly, 1 year cliff
Kim Rosenberg	6,000	6,000	$7.21	1/48 monthly, 1 year cliff
Azriel Samson	6,000	6,000	$6.93	1/48 monthly, 1 year cliff
Eric Miller	6,000	6,000	$6.93	1/48 monthly, 1 year cliff
Harsh Jain	6,000	6,000	$6.93	1/48 monthly, 1 year cliff
Thomas Ly	6,000	6,000	$6.93	1/48 monthly, 1 year cliff
Christian Egenfeldt	25,000	6,250	$1.09	1/48 monthly, 1 year cliff
Marianella Cateriano	20,000	6,667	$0.97	1/48 monthly, 1 year cliff
Levi Tillemann-Dick	7,500	7,500	$7.12	1/48 monthly, 1 year cliff
Kenji Bowers	7,500	7,500	$5.88	1/48 monthly, 1 year cliff
Kim Rosenberg	33,500	7,855	$0.97	1/48 monthly, 1 year cliff
Azriel Samson	8,000	8,000	$7.12	1/48 monthly, 1 year cliff
Anna Lukibanova	8,000	8,000	$7.12	1/48 monthly, 1 year cliff
Kenji Bowers	10,000	10,000	$7.12	1/48 monthly, 1 year cliff
Marianella Cateriano	20,000	10,000	$1.09	1/48 monthly, 1 year cliff
Stephen Liu	10,000	10,000	$6.93	1/48 monthly, 1 year cliff
Harsh Jain	15,000	15,000	$0.97	1/48 monthly, 1 year cliff
Levi Tillemann-Dick	30,000	20,625	$1.09	1/48 monthly, 1 year cliff
Juan Spiniak	30,000	30,000	$5.88	1/48 monthly, 1 year cliff
Yasser Sabbagh	66,400	66,400	$0.97	1/48 monthly, 1 year cliff
Total (Outstanding)		**453,817**		

APPENDIX 3

PREFERRED STOCK

Ample, Inc. - Series A Preferred Stock

Stakeholder Name	Quantity Issued	Quantity Outstanding
Phobal 2 LLC	8,325	8,325
Phobal 1 LLC	8,325	8,325
Todd Perry	8,325	8,325
Andrew Perry	16,650	16,650
Anthony Davis	19,980	19,980
10066257 Canada Inc	21,645	21,645
Sunil Bhilotra	24,975	24,975
Sanjeev Mehra Irrevocable Gift Trust	24,975	24,975
Sunil Bhilotra	24,975	24,975
Kat Taylor Revocable Trust Taylor	24,975	24,975
John de Souza	25,095	25,095
Khaled Hassounah	25,177	25,177
John de Souza	25,330	25,330
John de Souza	25,330	25,330
Khaled Hassounah	25,484	25,484
Khaled Hassounah	25,752	25,752
John de Souza	26,020	26,020
Khaled Hassounah	26,124	26,124
Khaled Hassounah	26,447	26,447
John de Souza	26,491	26,491
Khaled Hassounah	27,586	27,586
Khaled Hassounah	27,772	27,772
Khaled Hassounah	27,832	27,832
Brian Kaminskey	33,300	33,300
Pixma Holdings Ltd	33,300	33,300
Hibiscus 10 LLC	37,463	37,463
Butternut Tree LLC	37,463	37,463
Beagle Ventures LLC	37,463	37,463
WorldQuant Ventures LLC	41,625	41,625
Andrew Kaiser	41,625	41,625
Joseph Gleberman	41,625	41,625
Gerard Michael	49,950	49,950
Todd Lincoln, Charles Schwab & Co.	49,950	49,950
Michael Schmelzer	49,950	49,950
Phobal 1 LLC	49,950	49,950
Phobal 2 LLC	49,950	49,950
Todd Perry	49,950	49,950
Khaled Hassounah	56,277	56,277
Khaled Hassounah	56,814	56,814

Stakeholder Name	Quantity Issued	Quantity Outstanding
Inversiones El Monasterio Corp.	62,438	62,438
Inversiones Cielo Alto Corp.	62,438	62,438
Sanjeev Mehra Irrevocable Gift Trust	64,935	64,935
Jerry I. Speyer	66,688	66,688
Kraus Investment Partners LLC	66,688	66,688
John de Souza	80,722	80,722
John de Souza	81,904	81,904
Varsavsky Axel Springer GMBH & C	83,250	83,250
Hone Venture Fund II, L.P.	83,250	83,250
Sunil Bhilotra	99,900	99,900
TGM I, A SERIES OF TGM FUNDS,	99,900	99,900
Anthony Davis	99,900	99,900
Khaled Hassounah	116,190	116,190
Andrew Kaiser	124,875	124,875
WorldQuant Ventures LLC	124,875	124,875
New Ground Ventures II, LP	124,875	124,875
ALM Holding	149,850	149,850
HEMI VENTURES FUND I, L.P.	166,500	166,500
Big Bend 55 Investments LLC	166,500	166,500
Civilization Ventures 415 Investment	188,801	188,801
Dreamwork International Investments	249,750	249,750
TRIREC Ample Pte Ltd	333,000	333,000
EEI Fund 4 Investment Limited Partr	333,000	333,000
Shell Ventures LLC	832,500	832,500
Repsol Energy Ventures, S.A.	832,500	832,500
Moore Strategic Ventures, LLC	1,248,751	1,248,751
Total (Outstanding)		**7,184,225**

Ample, Inc. - Series B Preferred Stock

Stakeholder Name	Quantity Issued	Quantity Outstanding
MKB Partners Fund II International, l	43	43
MKB Partners Fund II International, l	171	171
MKB Partners Fund II, Limited Partn	239	239
Phobal 1 LLC	4,978	4,978
Phobal 2 LLC	4,978	4,978
Mohamed Eissa	4,978	4,978
MKB Partners Fund II International, l	5,710	5,710
Sunil Bhilotra	7,467	7,467
10066257 Canada Inc	9,954	9,954
Joseph Gleberman	9,956	9,956
Seedco Capital	9,956	9,956
Inversiones El Monasterio Corp.	9,956	9,956
Inversiones Cielo Alto Corp.	9,956	9,956
Robin Chemers Neustein	12,445	12,445
HEMI VENTURES FUND I, L.P.	22,401	22,401
WorldQuant Ventures LLC	24,890	24,890
Hone Venture Fund II, L.P.	29,868	29,868
Tamarack FI Ample I LLC	48,785	48,785
Big Bend 55 Investments LLC	49,780	49,780
Big Bend 55 Investments LLC	49,780	49,780
New Ground Ventures II, LP	74,671	74,671
ALM Holding	99,561	99,561
Dreamwork International Investments	99,561	99,561
NGV Co-Investment Fund, LP	160,792	160,792
Shell Ventures LLC	199,123	199,123
EEI Fund 4 Investment Limited Partr	199,123	199,123
Moore Strategic Ventures, LLC	248,904	248,904
MKB Partners Fund II, Limited Partn	367,193	367,193
ENEOS Innovation Partners Godo K	696,933	696,933
Moore Strategic Ventures, LLC	995,619	995,619
Total (Outstanding)		**3,457,771**

Ample, Inc. - Series C Preferred Stock

Stakeholder Name	Quantity Issued	Quantity Outstanding
MKB Partners Fund II International, I	13	13
MKB Partners Fund II, Limited Partn	61	61
MKB Partners Fund II International, I	1,880	1,880
Sunil Bhilotra	2,983	2,983
Robin Chemers Neustein	3,728	3,728
Inversiones Cielo Alto Corp.	5,966	5,966
Inversiones El Monasterio Corp.	5,966	5,966
Tamarack FI Ample I LLC	5,966	5,966
ALM Holding	14,915	14,915
SMRT Ventures Pte Ltd	21,776	21,776
NGV Co-Investment Fund, LP	24,460	24,460
New Ground Ventures II, LP	29,830	29,830
Tamarack Global Opportunities I LP	29,830	29,830
Big Bend 55 Investments LLC	55,931	55,931
XYZ VENTURE CAPITAL GO FAST	96,948	96,948
MKB Partners Fund II, Limited Partn	117,367	117,367
EEI Fund 4 Investment Limited Partr	119,321	119,321
Shell Ventures LLC	149,151	149,151
ENEOS Innovation Partners Godo K	208,811	208,811
Disruptive Innovation Fund, L.P.	298,302	298,302
Transform Ample, LP	298,302	298,302
PTT Public Company Limited	298,302	298,302
Aypa Power Aggregator LP	745,756	745,756
Moore Strategic Ventures, LLC	2,237,269	2,237,269
Total (Outstanding)		**4,772,834**

Ample, Inc. - Series C-1 Preferred Stock

Stakeholder Name	Quantity Issued	Quantity Outstanding	
Aypa Power Aggregator LP	641,354		641,354
Banco Santander, S.A.	128,270		128,270
Mitsubishi Corporation	641,354		641,354
ALM Holding	9,236		9,236
Big Bend 60 Investments LLC	2,002		2,002
Gerard Michael	231		231
Total (Outstanding)			**1,422,447**

APPENDIX 4

FINANCIAL STATEMENTS

Ample, Inc.
Consolidated Balance Sheet
December 31, 2023

	Consolidated Ample, Inc.
Assets	
Current Assets	
Cash and Cash Equivalents	34,103,911
Restricted Cash	2,109,282
Other Current Assets	3,964,833
Total Current Assets	40,178,026
PPE	
PPE - WIP	45,874,927
PPE - Active, Net	2,271,648
PPE - Traditional, Net	9,353,474
PPE - Real Estate Holdings	6,995
Total PPE	57,507,044
Non-Current Assets	
Right-of-Use Lease Assets	15,187,927
Intangible Assets	1,366,801
Other Assets	1,398,051
Total Long Term Assets	17,952,779
Total Assets	**115,637,848**
Liabilities and Equity	
Current Liabilities	
Accounts Payable	2,914,887
Short-Term Lease Liability	4,732,343
Accrued Expense	129,040
Accrued Vacation	712,277
Other Current Liabilities	64,566
Total Current Liabilities	8,553,113
Non-Current Liabilities	
Long-Term Lease Liability	11,397,219
LT Early Exercise Deposit Liability	5,197
Total Non-Current Liabilities	11,402,417
Total Liabilities	**19,955,530**
Equity	
Common Stock	964
Retained Earnings	(173,413,951)
Paid in capital	269,464,176
Preferred stock	1,621
Series A,B,C, & C-1 issurance cost	(370,492)
Total Equity	**95,682,318**
Total Liabilities and Equity	**115,637,848**

Ample, Inc.
Consolidated Statement of Operations
For the Period Ended December 31, 2023

	Consolidated Ample, Inc.
Revenue	-20,477
Cost of Sales	76,645
Gross Profit/(Loss)	-97,122
Total Operating Expenses	-55,089,730
Operating Profit/(Loss)	**-55,186,852**
Total Other Income / (Expense)	-9,405,090
Net Income/(Loss)	**-64,591,942**

Ample, Inc.
Consolidated Statement of Cash Flows
For the Period Ended December 31, 2023

Cash flows from operating activities:	
Net income (loss)	(64,592,213)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation & Amortization	2,879,814
Stock-based compensation expense	-
Changes in fair value of convertible preferred stock warrants	-
Interest expense	-
Foregiveness of PPP Loan	-
Right-of-Use Lease Assets	2,058,646
Other assets	(538,634)
Accounts Payable	1,152,654
Accrued expenses	250,424
Lease Liability	(1,690,350)
Other liabilities	(209,452)
Cash provided by (used in) operating activities	(60,689,111)
Cash flows from investing activities:	
Purchase of property, equipment and inventory	(9,142,114)
Cash provided by (used in) investing activities	(9,142,114)
Financing activities:	
Proceeds from issuance of preferred stock	-
Paid in capital	350,822
Proceeds from the issuance of stock	5
Series A,B,C, & C-1 issurance cost	(1,983)
Cash provided by (used in) financing activities	348,844
Net change in cash and cash equivalents	(69,482,380)
Cash, cash equivalents and restricted cash, beginning of period	105,695,573
Cash, cash equivalents and restricted cash, end of period	36,213,193

Ample, Inc.
Consolidated Balance Sheet
September 30, 2024

	Consolidated Ample, Inc.
Assets	
Current Assets	
Cash and Cash Equivalents	17,414,919
Restricted Cash	2,379,164
Other Current Assets	2,216,871
Total Current Assets	22,010,954
PPE	
PPE - WIP	49,782,247
PPE - Active, Net	5,544,990
PPE - Traditional, Net	11,016,279
PPE - Real Estate Holdings	6,995
Total PPE	66,350,511
Non-Current Assets	
Right-of-Use Lease Assets	12,442,506
Intangible Assets	1,516,123
Other Assets	1,054,813
Total Long Term Assets	15,013,442
Total Assets	**103,374,907**
Liabilities and Equity	
Current Liabilities	
Accounts Payable	2,960,042
Short-Term Lease Liability	5,237,921
Accrued Expense	5,231
Accrued Vacation	857,094
Other Current Liabilities	634,859
Total Current Liabilities	9,695,146
Non-Current Liabilities	
Long-Term Lease Liability	8,112,324
LT Early Exercise Deposit Liability	1,299
Total Non-Current Liabilities	8,113,623
Total Liabilities	**17,808,769**
Equity	
Common Stock	965
Retained Earnings	(208,608,791)
Paid in capital	294,686,326
Preferred stock	1,685
Series A,B,C, & C-1 issurance cost	(514,047)
Total Equity	**85,566,137**
Total Liabilities and Equity	**103,374,907**

Ample, Inc.
Consolidated Statement of Operations
For the Period Ended Sept 30, 2024

	Consolidated Ample, Inc.
Revenue	5,663
Cost of Sales	1,023,586
Gross Profit/(Loss)	-1,017,923
Total Operating Expenses	-39,697,806
Operating Profit/(Loss)	**-40,715,729**
Total Other Income / (Expense)	5,520,888
Net Income/(Loss)	**-35,194,840**

Ample, Inc.
Consolidated Statement of Cash Flows
For the Period Ended Sept 30, 2024

Cash flows from operating activities:	
Net income (loss)	(12,095,559)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation & Amortization	947,207
Gain(Loss) on sale of property and equipment	(487,846)
Stock-based compensation expense	-
Changes in fair value of convertible preferred stock warrants	-
Interest expense	-
Foregiveness of PPP Loan	-
Right-of-Use Lease Assets	504,251
Other assets	(312,054)
Accounts Payable	192,873
Accrued expenses	4,691
Lease Liability	(544,947)
Other liabilities	(3,427,526)
Cash provided by (used in) operating activities	(15,218,910)
Cash flows from investing activities:	
Purchase of property, equipment and inventory	(5,719,990)
Disposal of property and equipment	836,096
Development of internal-use software	(299,273)
Cash provided by (used in) investing activities	(5,183,167)
Financing activities:	
Proceeds from issuance of preferred stock	64
Paid in capital	25,068,492
Proceeds from the issuance of stock	0
Series A,B,C, & C-1 issurance cost	(143,556)
Cash provided by (used in) financing activities	24,925,001
Net change in cash and cash equivalents	4,522,925
Cash, cash equivalents and restricted cash, beginning of period	15,271,158
Cash, cash equivalents and restricted cash, end of period	19,794,082

EXHIBIT D

FORM OF INVESTORS' RIGHTS AGREEMENT

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Schedule A - Schedule of Investors

AMPLE, INC.

AMENDED AND RESTATED
INVESTORS' RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (this "**Agreement**"), is made as of January 3, 2025, by and among Ample, Inc., a Delaware corporation (the "**Company**"), and each of the investors listed on Schedule A hereto, each of which is referred to in this Agreement as an "**Investor**" and any Additional Purchaser (as defined in the Purchase Agreement) that becomes a party to this Agreement in accordance with Section 6.9 hereof.

RECITALS

WHEREAS, certain of the Investors (the "**Existing Investors**") are parties to an Amended and Restated Investors' Rights Agreement dated as of June 25, 2021, between the Company and certain Existing Investors and the persons described on the signature pages thereto as "Key Holders", which was subsequently amended on August 24, 2021 pursuant to that certain Amendment No. 1 to Amended and Restated Investors' Rights Agreement, and amended and restated on October 29, 2021 (collectively, the "**Prior Agreement**");

WHEREAS, the undersigned Existing Investors hold a majority of the Registrable Securities held by all Existing Investors (the "**Requisite Investors**"), and each Requisite Investor desires to amend and restate the Prior Agreement in its entirety and to accept the rights and obligations created pursuant to this Agreement in lieu of the rights granted to, and or obligations imposed on, them under the Prior Agreement; and

WHEREAS, the Company and certain of the Investors are parties to that certain Note Purchase and Exchange Agreement dated as of January 3, 2025 by and among the Company, Moore Capital and the other purchasers a party thereto (the "**Note Purchase Agreement**") pursuant to which certain of (x) the Investors purchased one or more convertible promissory notes of the Company (each a "**Note**" and collectively the "**Notes**"), and (y) the Company's and such Investors' obligations thereunder are conditioned upon the execution and delivery of this Agreement by such Investors, the Requisite Investors and the Company.

NOW, THEREFORE, the Company and the Requisite Investors hereby agree that the Prior Agreement shall be amended and restated in its entirety by this Agreement, and the parties to this Agreement further agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**Affiliate**" 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, including without limitation any general partner, managing member, manager, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners, managers or managing members of, or shares the same management company with, such Person.

1.2 "**Big Bend**" means Big Bend 55 Investments LLC.

1.3 "**Common Director**" means any director of the Company that the holders of record of the Common Stock are entitled to elect pursuant to the Company's Certificate of Incorporation.

1.4 "**Common Stock**" means shares of the Company's common stock, par value $0.0001 per share.

1.5 "**Competitor**" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter), or through holding equity or debt of such Person), in the research, development, or other exploitation of the swapping or exchanging of batteries used in electric vehicles or other modes of transportation and/or delivery ("**Competitive Business**"); *provided, however,* that an Investor shall not be deemed a Competitor hereunder solely by virtue of it or its Affiliates (i) investing solely as a passive limited partner in a venture fund that is making investments in a Competitive Business (i.e., no direct equity or debt holdings in such Competitive Business), or (ii) (A) holding less than five percent (5)% of any class of "publicly traded securities" of a Competitive Business, and (B) in respect of which Competitive Business, neither such Investor, nor its Affiliates, has any contractual information rights in respect of, or a right to designate a member of the board of directors of, or a board observer for, such Competitive Business. The term "publicly traded securities" shall mean equity or debt securities that are traded on a national securities exchange.

1.6 "**Damages**" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.7 "**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly)**,** Common Stock, including options and warrants.

1.8 **"EEI**" means EEI Fund 4 Investment Limited Partnership.

1.9 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.10 "**Excluded Registration**" means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information

as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

1.11 "**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.12 "**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.13 "**GAAP**" means generally accepted accounting principles in the United States.

1.14 "**Dreamwork International**" means Dreamwork International Investments Ltd.

1.15 "**Hemi Ventures**" means Hemi Ventures Fund I, L.P.

1.16 "**Holder**" means any holder of Registrable Securities who is a party to this Agreement.

1.17 "**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including, adoptive relationships, of a natural person referred to herein.

1.18 "**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

1.19 "**IPO**" means the Company's first underwritten public offering of its Common Stock under the Securities Act.

1.20 "**Key Employee**" means any executive-level employee (including, division director and vice president-level positions) as well as any employee who, either alone or in concert with others, develops, invents, programs, or designs any Company Intellectual Property (as defined in the Purchase Agreement).

1.21 "**Major Investor**" means any Investor that, individually or together with such Investor's Affiliates, holds at least (i) 832,500 shares of Common Stock issued or issuable upon conversion of Series A Preferred Stock (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), (ii) 497,810 shares of Common Stock issued or issuable upon conversion of Series B Preferred Stock (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), (iii) 298,302 shares of Common Stock issued or issuable upon conversion of Series C Preferred Stock (as adjusted for any stock split, stock

dividend, combination, or other recapitalization or reclassification effected after the date hereof), or (iv) 641,354 shares of Common Stock issued or issuable upon conversion of Series C-1 Preferred Stock, Series C-2 Preferred Stock and/or Series C-3 Preferred Stock (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof); *provided, however*, that Hemi Ventures, Big Bend, TRIREC, EEI, New Ground Ventures II, LP ("**New Ground**"), MKB Partners Fund II, Limited Partnership and PTT Public Company Limited shall be deemed a Major Investor for purposes hereunder; *provided further, however*, that WorldQuant shall be deemed a Major Investor for purposes of Section 4 hereunder.

1.22 "**Moore Capital**" means Moore Strategic Ventures, LLC.

1.23 "**New Securities**" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.24 "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.25 "**Preferred Stock**" means shares of the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, and Series C-3 Preferred Stock.

1.26 "**Registrable Securities**" means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock; and (ii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clause (i) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Subsection 6.1.

1.27 "**Registrable Securities then outstanding**" means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.28 "**Repsol**" means Repsol Energy Ventures S.A.

1.29 "**Restricted Securities**" means the securities of the Company required to be notated with the legend set forth in Subsection 2.12(b) hereof.

1.30 "**SEC**" means the Securities and Exchange Commission.

1.31 "**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act.

1.32 "**SEC Rule 145**" means Rule 145 promulgated by the SEC under the Securities Act.

1.33 "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.34 "**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Subsection 2.6.

1.35 "**Series A Director**" means any director of the Company that the holders of record of the Series A Preferred Stock are entitled to elect pursuant to the Company's Certificate of Incorporation.

1.36 "**Series A Preferred Stock**" means shares of the Company's Series A Preferred Stock, par value $0.0001 per share.

1.37 "**Series B Director**" means any director of the Company that the holders of record of the Series B Preferred Stock are entitled to elect pursuant to the Company's Certificate of Incorporation.

1.38 "**Series B Preferred Stock**" means shares of the Company's Series B Preferred Stock, par value $0.0001 per share.

1.39 "**Series C Preferred Stock**" means shares of the Company's Series C Preferred Stock, par value $0.0001 per share.

1.40 "**Series C-1 Preferred Stock**" means shares of the Company's Series C-1 Preferred Stock, par value $0.0001 per share.

1.41 "**Series C-2 Preferred Stock**" means shares of the Company's Series C-2 Preferred Stock, par value $0.0001 per share.

1.42 "**Series C-3 Preferred Stock**" means shares of the Company's Series C-3 Preferred Stock, par value $0.0001 per share.

1.43 "**SV**" means Shell Ventures LLC.

1.44 "**TRIREC**" means TRIREC Ample Pte Ltd.

1.45 "**VAS Ventures**" means Varsavsky Axel Springer GmbH & Co. KG.

1.46 "**WorldQuant**" means WorldQuant Ventures LLC.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after the earlier of (i) five (5) years after the date of this Agreement or (ii) one hundred eighty (180) days after the effective date of the registration statement for the IPO, the Company receives a request from Holders of at least fifty

percent (50%) of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement with respect to the Registrable Securities then outstanding of such Holders and if the anticipated aggregate offering price, net of Selling Expenses, would exceed $15 million), then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders; and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsections 2.1 and 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from Holders of at least twenty percent (20%) of the Registrable Securities then outstanding that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate offering price, net of Selling Expenses, of at least $3 million, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Subsections 2.1 and 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Subsection 2.1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than 90 days after the request of the Initiating Holders is given; *provided, however*, that the Company may not invoke this right more than once in any 12-month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such 90-day period other than an Excluded Registration.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a)(i) during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause

such registration statement to become effective; (ii) after the Company has effected two registrations pursuant to Subsection 2.1(a); or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Subsection 2.1(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(b) (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two registrations pursuant to Subsection 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this Subsection 2.1(c) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Subsection 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Subsection 2.1(c); provided, that if such withdrawal is during a period the Company has deferred taking action pursuant to Subsection 2.1(c), then the Initiating Holders may withdraw their request for registration and such registration will not be counted as "effected" for purposes of this Subsection 2.1(c).

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its Common Stock under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Subsection 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Subsection 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Subsection 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Subsection 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Company and shall be reasonably acceptable to a majority in interest of the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Subsection 2.3, if the underwriter(s) advise(s) the

Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Subsection 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below thirty percent (30%) of the total number of securities included in such offering, unless such offering is the IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder's securities are included in such offering. For purposes of the provision in this Subsection 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

2.4 Obligations of the Company. Whenever required under this Section 2.4 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended for up to 90 days, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements, not to exceed $50,000, of one counsel for the selling Holders ("**Selling Holder Counsel**"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Subsection 2.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Subsections 2.1(a) or 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, the Holders shall have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to Subsections 2.1(a) or 2.1(b). All Selling Expenses relating to

Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under Subsections 2.8(b) and 2.8(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Subsection 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Subsection 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Subsection 2.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Subsection 2.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Subsection 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Subsection 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Subsection 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Subsection 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Subsection 2.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Subsection 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2.8, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would provide to such holder the right to include securities in any registration on other than either a pro rata basis with respect to the Registrable Securities or on a subordinate basis after all Holders have had the opportunity, to include in the registration and offering all shares of Registrable Securities that they wish to so include; provided that this limitation shall not apply to any additional Investor who becomes a party to this Agreement in accordance with Subsection 6.9.

2.11 "Market Stand-off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed (x) one hundred eighty (180) days in the case of the IPO, which period may be extended upon the request of the managing underwriter, to the extent required by any NASD rules, for an additional period of up to fifteen (15) days if the Company issues or proposes to issue an earnings or other public release within fifteen (15) days of the expiration of the 180-day lockup period, or (y) ninety (90) days in the case of any registration other than the IPO, which period may be extended upon the request of the managing underwriter, to the extent required by any NASD rules, for an additional period of up to fifteen (15) days if the Company issues or proposes to issue an earnings or other public release within fifteen (15) days of the expiration of the 90-day lockup period), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Holder or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.11 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall be applicable to the Holders only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than two percent (2%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock). The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 2.11 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.11 or that are necessary to give further effect thereto.

2.12 Restrictions on Transfer.

(a) The Preferred Stock and the Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preferred Stock and the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate, instrument, or book entry representing (i) the Preferred Stock, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend,

recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 2.12(c)) be notated with a legend substantially in the following form:

> THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.
>
> THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Subsection 2.12.

(c) The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon in the case of any of the events/actions described in clause (i), (ii) or (iii) above, the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Subsection 2.12. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Subsection 2.12(b), except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Subsections 2.1 or 2.2 shall terminate upon the earliest to occur of:

(a) the closing of a Deemed Liquidation Event, as such term is defined in the Certificate of Incorporation;

(b) such time after consummation of the IPO as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such Holder's shares without limitation during a three-month period without registration;

(c) the first anniversary of the IPO.

3. Information Rights

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor:

(a) as soon as practicable, but in any event within one hundred and twenty (120) days after the end of each fiscal year of the Company (unless such time is extended upon decision of the Board) (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements prepared in accordance with GAAP and, upon the request and approval of the Board, audited and certified by independent public accountants of nationally recognized standing selected by the Company beginning fiscal year ending December 31, 2025;

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company (unless such time is extended upon the decision of the Board of Directors), unaudited statements of income and cash flows for such fiscal quarter, and an unaudited balance sheet;

(c) once per fiscal quarter, a meeting (which may be by telephone) with Major Investors and member(s) of the Company executive management pursuant to which such Company management shall confer with and provide such Major Investors with an update as to the Company and its business and sharing with such Major Investors any material developments or changes in the Company, its personnel, or business occurring since the prior Board meeting; *provided, however*, that the Company has a right to withhold any information or access to management if the Company reasonably determines in good faith that access to such information could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or highly confidential proprietary information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company);

(d) as soon as practicable, but in any event thirty (30) days after the end of each fiscal year, an operating budget forecasting the Company's revenues, expenses and cash position on a month to month basis for the next fiscal year (collectively, the "**Budget**"), prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company; *provided, however,* that the Budget for the 2025 fiscal year shall require the approval

of Moore Capital, and if the Note(s) purchased by Moore Capital pursuant to Note Purchase Agreement remain outstanding as of December 31, 2025, then the Budget for the 2026 fiscal year shall also require the approval of Moore Capital; and

(e) upon a Major Investor's written request after the end of each of the first three (3) quarters of each fiscal year of the Company, a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit the Major Investor to calculate its respective percentage equity ownership in the Company, together with a list of all Investors who then hold five percent (5%) or more of the Company's outstanding capital stock, in each case certified by the chief financial officer or chief executive officer of the Company as being true, complete, and correct.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

Notwithstanding anything else in this Subsection 3.1, and except as otherwise expressly provided in this Agreement, (i) the Company may cease providing the information set forth in this Subsection 3.1 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Subsection 3.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective, and (ii) if the Company's Board of Directors has determined a Major Investor to be a Competitor hereunder (a "Competitive Major Investor"), then thereafter the Company shall be required to provide such Competitive Major Investor only with certain summary financial and related information for such Competitive Major Investor's reporting purposes to its shareholders, members or partners, or assessing the continued engagement of Major Investor with Company, its products or activities, or continued investment in the Company and/or Affiliates of the Company, and to include only (x) a reasonable high level summary of annual financial information and quarterly financial information, each summary within the respective time period contemplated in Sections 3.1(a) and (b), respectively, (y) the number of full time and part time Company employees at the end of each fiscal year, and (z) the capitalization information contemplated pursuant to Section 3.1(e)..

3.2 Inspection. The Company shall permit each Major Investor, at such Major Investor's expense, to inspect and examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Subsection 3.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form at all times

acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3.3 Observer Rights.

(a) As long as SV owns shares of Preferred Stock and the Board of Directors has not reasonably determined that SV is a Competitor of the Company, the Company shall invite a representative of SV to attend all meetings of the Board of Directors in a nonvoting observer capacity, which observer shall initially be Vikas Gupta. As long as Repsol owns shares of Preferred Stock and the Board of Directors has not reasonably determined that Repsol is a Competitor of the Company, the Company shall invite a representative of Repsol to attend all meetings of the Board of Directors in a nonvoting observer capacity, which observer shall initially be Juan Rubio Plumed. The Company shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors; *provided, however*, that each such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude any representative from any meeting or portion thereof if the Company reasonably determines in good faith that access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, result in disclosure of trade secrets (unless covered by an enforceable confidentiality agreement, in a form at all times acceptable to the Company which may be revoked or revised in the event that the Board of Directors has reasonably determined that SV or Repsol, as the case may be, is a Competitor of the Company), or give rise to a conflict of interest.

(b) As long as Moore Capital owns shares of Preferred Stock and the Board of Directors has not reasonably determined that Moore Capital is a Competitor of the Company, the Company shall invite a representative of Moore Capital to attend all meetings of the Board of Directors in a nonvoting observer capacity. The Company shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors; *provided, however*, that each such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude any representative from any meeting or portion thereof if the Company reasonably determines in good faith that access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, result in disclosure of trade secrets (unless covered by an enforceable confidentiality agreement, in a form at all times acceptable to the Company), or give rise to a conflict of interest.

(c) As long as ENEOS Innovation Partners Godo Kaisha ("**ENEOS**") owns shares of Preferred Stock and the Board of Directors has not reasonably determined that ENEOS is a Competitor of the Company, the Company shall invite a representative of ENEOS to attend all meetings of the Board of Directors in a nonvoting observer capacity. The Company shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors; *provided, however*, that each such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude any representative from any meeting or portion thereof if the Company reasonably

determines in good faith that access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, result in disclosure of trade secrets (unless covered by an enforceable confidentiality agreement, in a form at all times acceptable to the Company which may be revoked or revised in the event that the Board of Directors has reasonably determined that ENEOS is a Competitor of the Company), or give rise to a conflict of interest.

(d) As long as Aypa Power Aggregator LP ("**Blackstone**") owns shares of Preferred Stock, is not represented on the Board of Directors by a Blackstone investment professional and the Board of Directors has not reasonably determined that Blackstone is a Competitor of the Company, the Company shall invite a representative of Blackstone who is a Blackstone investment professional to attend all meetings of the Board of Directors in a nonvoting observer capacity. The Company shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors; *provided, however*, that each such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and provided further, that the Company reserves the right to withhold any information and to exclude any representative from any meeting or portion thereof if the Company reasonably determines in good faith that access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel, result in disclosure of trade secrets (unless covered by an enforceable confidentiality agreement, in a form at all times acceptable to the Company which may be revoked or revised in the event that the Board of Directors has reasonably determined that Blackstone is a Competitor of the Company), or give rise to a conflict of interest.

3.4 Termination of Information and Inspection Rights. The covenants set forth in Subsection 3.1 and Subsection 3.2 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, or (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event, as such term is defined in the Company's Certificate of Incorporation, whichever event occurs first.

3.5 Confidentiality. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 3.5 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor 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 investment in the Company; (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Subsection 3.5; (iii) to any Affiliate (for the purposes of monitoring or reporting on its investment in the Company), partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such

Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

3.6 Waiver of Statutory Information Rights.

(a) Each Investor (other than the Major Investors) hereby acknowledges and agrees that until the consummation of the IPO, such Investor shall hereby be deemed to have unconditionally and irrevocably, to the fullest extent permitted by law, on behalf of such Investor and all beneficial owners of the shares of Common Stock or Preferred Stock owned by such Investor (a "**Beneficial Owner**"), waived, and does hereby so waive, any rights such Investor or a Beneficial Owner might otherwise have had under Section 220 of the Delaware General Corporation Law (or under similar rights under other applicable law) to inspect for any proper purpose and to make copies and extracts from the Company's stock ledger, a list of its stockholders and its other books and records or the books and records of any subsidiary. This waiver applies only in such Investor's capacity as a stockholder and does not affect any other information and inspection rights such Investor may expressly have pursuant to Sections 3.1, 3.2, or 3.5(b) of this Agreement. Each Investor (other than the Major Investors) hereby further warrants and represents that such Investor has reviewed this waiver with its legal counsel, and that such Investor knowingly and voluntarily waives its rights as a stockholder otherwise provided by Section 220 of the Delaware General Corporation Law (or under similar rights under other applicable law).

(b) Within 15 days after request by any Investor that is not a Major Investor (but no more frequently than once per each quarter of each fiscal year of the Company), the Company shall deliver to such requesting Investor a statement showing the number of shares of each class and series of capital stock and securities convertible into or exercisable for shares of capital stock outstanding at the end of the period, the Common Stock issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Common Stock and the exchange ratio or exercise price applicable thereto, and the number of shares of issued stock options and stock options not yet issued but reserved for issuance, if any, all in sufficient detail as to permit the relevant Investors to calculate its respective percentage equity ownership in the Company.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Subsection 4.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate, among itself, and its Affiliates; provided that each such Affiliate (x) is not a Competitor, unless such party's purchase of New Securities is otherwise consented to by the Board of Directors, (y) agrees to enter into this Agreement and each of the Amended and Restated Voting Agreement and Amended and Restated Right of First Refusal and Co-Sale Agreement of even date herewith among the Company, the Investors and the other parties named therein, as an "**Investor**" under each such agreement (provided that any Competitor shall not be entitled to any rights as a Major Investor under Subsections 3.1, 3.2 and 4.1 hereof), and (z) agrees to purchase at least such

number of New Securities as are allocable hereunder to the Major Investor holding the fewest number of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series C-3 Preferred Stock or any other Derivative Securities.

(a) The Company shall give notice (the "**Offer Notice**") to each Major Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within twenty (20) days after the Offer Notice is given, each Major Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock then held by such Major Investor (including all shares of Common Stock then issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held by such Major Investor) bears to the total Common Stock of the Company then outstanding (assuming full conversion and/or exercise, as applicable, of all Preferred Stock and other Derivative Securities). At the expiration of such twenty (20) day period, the Company shall promptly notify each Major Investor that elects to purchase or acquire all the shares available to it (each, a "**Fully Exercising Investor**") of any other Major Investor's failure to do likewise. During the ten (10) day period commencing after the Company has given such notice, each Fully Exercising Investor may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of the New Securities for which Major Investors were entitled to subscribe but that were not subscribed for by the Major Investors which is equal to the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of Preferred Stock and any other Derivative Securities then held, by such Fully Exercising Investor bears to the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held, by all Fully Exercising Investors who wish to purchase such unsubscribed shares. The closing of any sale pursuant to this Subsection 4.1(b) shall occur within the later of one hundred and twenty (120) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 4.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Subsection 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Major Investors in accordance with this Subsection 4.1.

(d) The right of first offer in this Subsection 4.1 shall not be applicable to (i) Exempted Securities (as defined in the Company's Certificate of Incorporation); (ii) shares of Common Stock issued in the IPO; (iii) the issuance of convertible notes to investors pursuant

to the Note Purchase Agreement or shares of the Company's capital stock issued upon conversion of such convertible notes; and (iv) the issuance of shares of Series C-2 Preferred Stock or Series C-3 Preferred Stock to investors pursuant to the Note Purchase Agreement.

(e) Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of this Subsection 4.1, the Company may elect to give notice to the Major Investors within thirty (30) days after the issuance of New Securities. Such notice shall describe the type, price, and terms of the New Securities. Each Major Investor shall have twenty (20) days from the date notice is given to elect to purchase up to the number of New Securities that would, if purchased by such Major Investor, maintain such Major Investor's percentage-ownership position, calculated as set forth in Subsection 4.1(b) before giving effect to the issuance of such New Securities. If this provision is included in the Agreement, careful attention should be paid to the denominator used in the calculation of the pro rata participation right. Note that this language will not work if Section 4.1 has been set up to give the investors a preemptive right. The closing of such sale shall occur within sixty (60) days of the date notice is given to the Major Investors.

4.2 Termination. The covenants set forth in Subsection 4.1 and Subsection 4.2 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event, as such term is defined in the Company's Certificate of Incorporation, whichever event occurs first.

5. Additional Covenants.

5.1 Insurance. The Company shall use commercially reasonable efforts to maintain from financially sound and reputable insurers Directors and Officers liability insurance and term "key-person" insurance on each of Khaled Hassounah and John de Souza, each in an amount and on terms and conditions satisfactory to the Board of Directors until such time as the Board of Directors, including at least one of the Preferred Director if one is then seated (a "**Required Board Vote**") determines that such insurance should be discontinued. The key-person policy shall name the Company as loss payee, and neither policy shall be cancelable by the Company without prior approval by a Required Board Vote.

5.2 Employee Agreements. The Company will cause (i) each person now or hereafter employed by it or by any subsidiary (or engaged by the Company or any subsidiary as a consultant/independent contractor) with access to confidential information and/or trade secrets to enter into a nondisclosure and proprietary rights assignment agreement; and (ii) each Key Holder to enter into a one (1) year nonsolicitation agreement substantially in the form approved by the Board of Directors. In addition, the Company shall not amend, modify, terminate, waive, or otherwise alter, in whole or in part, any of the above-referenced agreements or any restricted stock agreement between the Company and any employee, without a Required Board Vote. For purposes hereof, "**Key Holders**" shall mean and include Khaled Hassounah and John de Souza.

5.3 Employee Stock. Unless otherwise approved by a Required Board Vote, all future employees and consultants of the Company who purchase, receive options to purchase, or receive awards of shares of the Company's capital stock after the date hereof shall be required to

execute restricted stock or option agreements, as applicable, providing for (i) vesting of shares over a four (4) year period, with the first twenty-five percent (25%) of such shares vesting following twelve (12) months of continued employment or service, and the remaining shares vesting in equal monthly installments over the following thirty-six (36) months, and (ii) a market stand-off provision substantially similar to that in Subsection 2.11. In addition, unless otherwise approved by a Required Board Vote, the Company shall retain a "right of first refusal" on employee transfers until the Company's IPO and shall have the right to repurchase unvested shares at cost upon termination of employment of a holder of restricted stock.

5.4 Maintenance of Certain Policies. The Company shall use its commercially reasonable efforts to maintain the Business Principles, HSSE and ABC policies and Risk Management and Internal Control practices materially equivalent to those of SV ("**SV Equivalent Policies**") until the earlier of (i) such time as the Board of Directors determines that such SV Equivalent Policies should be amended or discontinued, and (ii) SV no longer holds any Registrable Securities.

5.5 Board Matters. Unless otherwise determined by the vote of a majority of the directors then in office, the Board of Directors shall meet at least once every two months in accordance with an agreed-upon schedule. The Company shall reimburse the nonemployee directors who must travel farther than 100 miles from their principal place of business in order to attend meetings of the Company's Board of Directors for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy) in connection with attending such meetings.

5.6 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, its Certificate of Incorporation, or elsewhere, as the case may be.

5.7 Right to Conduct Activities. The Company hereby agrees and acknowledges that each of SV, Repsol, Moore Capital, Hemi Ventures, EEI, VAS Ventures and Blackstone (together with their respective Affiliates) is a professional investment fund or organization, as well as other of the Investors are professional investment funds (collectively, the "**Funds**"), and as such reviews the business plans and related proprietary information of many enterprises, some of which may compete directly or indirectly with the Company's business (as currently conducted or as currently propose to be conducted). The Company hereby agrees that, to the extent permitted under applicable law, none of such Funds shall be liable to the Company for any claim arising out of, or based upon, (i) the investment by such Fund in any entity competitive with the Company, or (ii) actions taken by any partner, officer, employee or other representative of such Fund to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; *provided, however*, that the foregoing shall not (A) relieve (x) any of the Investors from liability associated with the unauthorized disclosure of the Company's confidential information obtained pursuant to this

Agreement, or (y) any director or officer of the Company from any liability associated with his or her fiduciary duties to the Company or (B) impact, impede or otherwise affect the discretion of the Company's Board of Directors' to determine whether or not such Fund is a Competitor and any potential resulting loss or forfeiture of certain of their rights as a Major Investor hereunder, including without limitation under Sections 3.1 and 3.3.

5.8 FCPA. The Company represents and covenants that it shall not (and shall not permit any of its subsidiaries or Affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to) promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any Non-U.S. Official (as (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**")), in each case, in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall (and shall cause each of its subsidiaries and affiliates to) cease all of its or their respective activities, as well as remediate any actions taken by the Company, its subsidiaries or Affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall (and shall cause each of its subsidiaries and affiliates to) maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable anti-corruption laws. The Company shall promptly notify each Investor if the Company becomes aware of any Enforcement Action (as defined in the Purchase Agreement). The Company shall, and shall cause any direct or indirect subsidiary or entity controlled by it, whether now in existence or formed in the future, to comply with the FCPA. The Company shall use its best efforts to cause any direct or indirect subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable laws.

5.9 Termination of Covenants. The covenants set forth in this Section 5, shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO or (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon a Deemed Liquidation Event, as such term is defined in the Company's Certificate of Incorporation, whichever event occurs first.

6. Miscellaneous.

6.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate, partner, member, limited partner, retired partner, retired member or stockholder of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (iii) after such transfer, holds at least 25,000 shares of Preferred Stock (or the Common Stock issuable or issued upon conversion of thereof), subject to (i) appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations), and (ii) the other provisions hereof requiring any such Holder to hold the minimum number of shares of Preferred Stock to be a Major Investor hereunder;

provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Subsection 2.11, and (z) the Board of Directors has not reasonably determined that such transferee is a Competitor of the Company. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate, partner, member, limited partner, retired partner, retired member or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided further that all transferees who would not qualify individually for assignment of rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. Any assignment in violation of this Section 6.1 shall be deemed null and void and of no force or effect

6.2 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by the internal law of the State of Delaware without regard to conflict of law principles.

6.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes**.**

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the Investors at their addresses as set forth on Schedule A hereto, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Subsection 6.5. If notice is given to the Company, it shall be sent to Ample, Inc., Attn: John

de Souza, at the Company's address provided in the signature block below, and a copy (which shall not constitute notice) shall also be sent to Wilmer Cutler Pickering Hale and Dorr LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attn: E. Thom Rumberger Jr., Esq.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number set forth below such Investor's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Investor agrees to promptly notify the Company of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing

6.6 Amendments and Waivers. Any term of this Agreement may be amended or terminated, and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of the Registrable Securities then outstanding (voting together on an as-converted to Common Stock basis), including the holders of a majority of the outstanding shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock (voting together on an as-converted to Common Stock basis); provided that the Company may in its sole discretion waive compliance with Subsection 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Subsection 2.12(c) shall be deemed to be a waiver); and provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, (i) the observer rights set forth in Section 3.3 may be amended and the observance of any term thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Investor holding such right; (ii) the provisions of Sections 1.21 and 5.8 solely as they affect the rights of SV, Repsol, EEI, New Ground, Blackstone and/or Hemi Ventures may be amended and the observance of any term thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of SV, Repsol, EEI, New Ground, Blackstone and/or Hemi Ventures, (iii) Sections 3.1, 3.2 and 4, and any other section of this Agreement applicable to the Major Investors (including this clause (iii)) may be amended, modified, terminated or waived with only (and only with) the written consent of the Company and a majority of the Registrable Securities then outstanding and held by the Major Investors, (iv) this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section 4 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction), and (v) Subsections 1.22, 3.1(d), 3.3(b), 5.8 and this clause (v) may not be amended, modified, terminated or waived with respect to Moore Capital without the consent of Moore Capital. Notwithstanding the foregoing, Schedule A hereto may be amended by the Company from time to

time to add transferees of any Registrable Securities in compliance with the terms of this Agreement without the consent of the other parties; and Schedule A hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Investor who becomes a party to this Agreement in accordance with Subsection 6.9. The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any amendment, termination, or waiver effected in accordance with this Subsection 6.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated Persons may apportion such rights as among themselves in any manner they deem appropriate; *provided, however*, that Registrable Securities held by Dreamwork International shall be aggregated and counted for the purpose of determining Hemi Ventures' rights under this Agreement, but Dreamwork International shall not be entitled to aggregate the Registrable Securities held by Hemi Ventures for purposes of determining the availability of any rights separately to Dreamwork International under this Agreement.

6.9 Additional Investors. Notwithstanding anything to the contrary contained herein, after the date hereof, if the Company issues shares of the Company's Series C-2 Preferred Stock or Series C-3 Preferred Stock pursuant to an exchange of in accordance with the terms of the Note Purchase Agreement, any holder of such shares of Series C-2 Preferred Stock or Series C-3 Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder.

6.10 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.11 Dispute Resolution. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE

FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "**AAA**"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in San Francisco, California, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Rules of Civil Procedure for the Superior Court of the State of Delaware, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Northern District of California or any court of the State of California having subject matter jurisdiction.

6.12 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Company hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

6.13 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or

thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Remainder of Page Intentionally Left Blank]

SCHEDULE A

INVESTORS

Name and Address

Moore Strategic Ventures, LLC
11 Times Square, New York, NY 10036

Shell Ventures, LLC
150 N. Dairy Ashford, Houston, TX 77079

TRIREC Ample Pte Ltd
6 Temasek Boulevard, #25-04, Suntec Tower Four, Singapore 038986

Hemi Ventures Fund I, L.P.
228 Hamilton Avenue, Third Floor, Palo Alto, CA 94301

Dreamwork International LTD.
Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands

Big Bend 55 Investments LLC
4441 Buena Vista St., Dallas, TX 75205

Joseph Gleberman
133 West 69th Street #2, New York NY 10023

Brian Kaminskey
95 Garner Lane, Bayshore, NY 11706

10066257 Canada Inc
2055 Rue de Bleury, Unit 401, Montreal Canada, H3A 2K2
Attention: Raed Al Masri

Andrew Perry
13 Tioga Pass, Short Hills, NJ 07078

ALM Holding
Apex Fund Services (Cayman) Ltd., One Artillery Court, 161a Shedden Road, Grand Cayman, Cayman Islands

Andrew Kaiser
100 Barclay St., Apt 29C, New York, NY 10007

Beagle Ventures LLC
1 Main Street #7B

Butternut Tree LLC
12 Roszel Road, Suite B102, Princeton, NJ 08540

Civilization 415 Investments L.P.
72 Townsend, Unit 707, SF, CA 94107

Civilization Ventures

Hibiscus 10 LLC
12 Roszel Road, Suite B102, Princetion, NJ 08540

Inherent Partners LP
510 LaGuardia Place, 5th Floor, NY, NY 10012

INVERSIONES CIELO ALTO CORP.
[Address]

INVERSIONES EL MONASTERIO CORP.
[Address]

Jerry I. Speyer
c/o TS, 45 Rockefeller Plaza, 7th Fl., NY, NY 10111

Jerry Michael
18 Gibson St., Cambridge, MA 02138

John de Souza
337 Parnassus Ave., SF, CA 94117

Khaled Hassounah
25 Boutwell St., San Francisco, CA 94124

Kraus Investment Partners LLC
720 Park Ave., #7a, NY, NY 10021

Michael Schmelzer
24 Labaw Way, Belle Mead, NJ 08502

New Ground Ventures II, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

Phobal 1 LLC
7307 Floranada Way, Delray Beach, FL 33446

Phobal 2 LLC
7307 Floranada Way, Delray Beach, FL 33446

Polismega Ltd.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile
Sanjeev Mehra Irrevocable Gift Trust
44 Mayfair Lane, Greenwich, CT 06831

Steyer - Taylor Revocable Trust
111 Sutter Street, SF, CA 94104

Sunil Bhilotra
Villa 37, Compound 126, Road 2905, Al-markh 529, Bahrain

TGM I, A Series Of TGM Funds, LP
PO Box 171305, Salt Lake City, UT 84117

Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover
8 Nelson Ridge Road, Princeton, NJ 08540

Todd Perry
34 Mountain Av., Maplewood, NJ 07040

Viservi Company Inc.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

WorldQuant Ventures LLC
1700 E Putnam Ave, Old Greenwich, CT 06870

CSC Growth, LLC
530 Lytton Ave, Suite 305, Palo Alto, CA 94301

ENEOS Innovation Partners Godo Kaisha
1-2, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-0004

EEI Fund 4 Investment Limited Partnership
5-11-1 Higashigotanda, Shinagawa-ku, Tokyo 141-0022, Japan

El Monasterio Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

Cielo Alto Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

NGV Co-Investment Fund, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

MKB Partners Fund II, Limited Partnership
1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

MKB Partners Fund II International, Limited Partnership
1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

PTT Public Company Limited
555 Vibhavadi Rangsit Road,
Chatuchak, Bangkok, Thailand,
10900

Robin Chemers Neustein
c/o Ernst & Young, 77 Water Street, 9th Floor, New York, NY 10005

SeedCo Capital
Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104
Cayman Islands

Determinant Capital
Cayman Corporate Centre, 27 Hospital Road George Town, Grand Cayman, KY1-9008, Cayman Islands

Tamarack FI Ample I LLC
12 Wooddale Road, Greenwich, CT 06830

Disruptive Innovation Fund, l.P.
200 State Street, Boston, MA 02109

Transform Ample, LP
708 Long Bridge St #1310 San Francisco 94158

Tamarack Global Opportunities I LP
12 Wooddale Road, Greenwich, CT 06830

XYZ Venture Capital Go Faster I, LP
2910 Lake Street
San Francisco, CA 94121

SMRT Ventures Pte Ltd
2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 4371671

Aypa Power Aggregator LP
345 Park Avenue
New York, NY 10154
Attention: Kush Patel

Banco Santander, S.A.

Ciudad Financiera Grupo Santander
Cantabria Avenue
28660 Boadilla del Monte
Madrid, Spain
c/o Jaime Ybarra Loring

EXHIBIT E
FORM OF RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

AMPLE, INC.

AMENDED AND RESTATED
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

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Schedule A - Investors
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AMENDED AND RESTATED
RIGHT OF FIRST REFUSAL
AND CO-SALE AGREEMENT

THIS AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT (this "**Agreement**"), is made as of January 3, 2025 by and among Ample, Inc., a Delaware corporation (the "**Company**"), the Investors (as defined herein) and the Key Holders (as defined herein).

WHEREAS, certain of the Investors (the "**Existing Investors**") and certain of the Key Holders (the "**Existing Holders**" and, together with the Existing Investors, the "**Prior Holders**") are parties to an Amended and Restated Right of First Refusal and Co-Sale Agreement dated as of October 29, 2021 between the Company and certain Prior Holders (the "**Prior Agreement**");

WHEREAS, the undersigned Existing Investors hold a majority of the shares of Common Stock issued or issuable upon the conversion of the shares of Preferred Stock of the Company held by all Existing Investors (the "**Requisite Investors**"), and the undersigned Existing Holders hold a majority of the shares of Common Stock held by all Existing Holders currently providing services to the Company (except for services solely as a director) (the "**Requisite Holders**"), and each Requisite Investor and Requisite Holder desires to amend and restate the Prior Agreement in its entirety and to accept the rights and obligations created pursuant to this Agreement in lieu of the rights granted to, and or obligations imposed on, them under the Prior Agreement; and

WHEREAS, the Company and certain of the Investors are parties to that certain Note Purchase and Exchange Agreement dated as of January 3, 2025 (the "**Purchase Agreement**"), under which certain of the Company's and such Investors' obligations are conditioned upon the execution and delivery of this Agreement by such Investors, the Requisite Investors, the Requisite Holders, and the Company.

NOW, THEREFORE, the Company, the Requisite Investors and the Requisite Holders hereby agree that the Prior Agreement shall be amended and restated in its entirety by this Agreement, and the parties to this Agreement further agree as follows:

1. Definitions.

1.1 "**Affiliate**" 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 specified person, including, without limitation, any general partner, managing member, officer, director or trustee of such person, or any venture capital fund or registered investment company now or hereafter existing which is controlled by one or more general partners or managing members, managers, officers or directors of, or shares the same management company or investment advisor with, such person.

1.2 "**Capital Stock**" means (a) shares of Common Stock and Preferred Stock (whether now outstanding or hereafter issued in any context), (b) shares of Common Stock issued or issuable upon conversion of Preferred Stock, and (c) shares of Common Stock issued or issuable upon exercise or conversion, as applicable, of stock options, warrants or other convertible

securities of the Company, in each case now owned or subsequently acquired by any Key Holder, any Investor, or their respective successors or permitted transferees or assigns. For purposes of the number of shares of Capital Stock held by an Investor or Key Holder (or any other calculation based thereon), all shares of Preferred Stock shall be deemed to have been converted into Common Stock at the then-applicable conversion ratio.

1.3 "**Change of Control**" means a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company.

1.4 "**Common Stock**" means shares of Common Stock of the Company, $0.0001 par value per share.

1.5 "**Company Notice**" means written notice from the Company notifying the selling Key Holders that the Company intends to exercise its Right of First Refusal as to some or all of the Transfer Stock with respect to any Proposed Key Holder Transfer.

1.6 "**Investor(s)**" means the persons named on Schedule A hereto, each person to whom the rights of an Investor are assigned pursuant to Subsection 6.9, each person who hereafter becomes a signatory to this Agreement pursuant to Subsection 6.11 and any one of them, as the context may require.

1.7 "**Investor Notice**" means written notice from an Investor notifying the Company and the selling Key Holder that such Investor intends to exercise its Secondary Refusal Right as to a portion of the Transfer Stock with respect to any Proposed Key Holder Transfer.

1.8 "**Key Holders**" means the persons named on Schedule B hereto, each person to whom the rights of a Key Holder are assigned pursuant to Subsection 3.1, each person who hereafter becomes a signatory to this Agreement pursuant to Subsection 6.9 or 6.17 and any one of them, as the context may require.

1.9 "**Preferred Stock**" means shares of the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, and Series C-3 Preferred Stock.

1.10 "**Proposed Key Holder Transfer**" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition or any other like transfer or encumbering of any Transfer Stock (or any interest therein) proposed by any of the Key Holders.

1.11 "**Proposed Transfer Notice**" means written notice from a Key Holder setting forth the terms and conditions of a Proposed Key Holder Transfer.

1.12 "**Prospective Transferee**" means any person to whom a Key Holder proposes to make a Proposed Key Holder Transfer.

1.13 "**Restated Certificate**" means the Company's Amended and Restated Certificate of Incorporation, as amended and/or restated from time to time.

1.14 "**Right of Co-Sale**" means the right, but not an obligation, of an Investor to participate in a Proposed Key Holder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

1.15 "**Right of First Refusal**" means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Key Holder Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

1.16 "**Secondary Notice**" means written notice from the Company notifying the Investors and the selling Key Holder that the Company does not intend to exercise its Right of First Refusal as to all shares of Transfer Stock with respect to any Proposed Key Holder Transfer.

1.17 "**Secondary Refusal Right**" means the right, but not an obligation, of each Investor to purchase up to its pro rata portion (based upon the total number of shares of Capital Stock then held by all Investors) of any Transfer Stock not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

1.18 "**Series A Preferred Stock**" means shares of the Company's Series A Preferred of the Company, $0.0001 par value per share.

1.19 "**Series B Preferred Stock**" means shares of the Company's Series B Preferred Stock of the Company, $0.0001 par value per share.

1.20 "**Series C Preferred Stock**" means shares of the Company's Series C Preferred Stock, par value $0.0001 per share.

1.21 "**Series C-1 Preferred Stock**" means shares of the Company's Series C-1 Preferred Stock, par value $0.0001 per share.

1.22 "**Series C-2 Preferred Stock**" means shares of the Company's Series C-2 Preferred Stock, par value $0.0001 per share.

1.23 "**Series C-3 Preferred Stock**" means shares of the Company's Series C-3 Preferred Stock, par value $0.0001 per share.

1.24 "**Transfer Stock**" means shares of Capital Stock owned by a Key Holder, or issued to a Key Holder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), but does not include any shares of Preferred Stock or of Common Stock that are issued or issuable upon conversion of Preferred Stock.

1.25 "**Undersubscription Notice**" means written notice from an Investor notifying the Company and the selling Key Holder that such Investor intends to exercise its option to purchase all or any portion of the Transfer Stock not purchased pursuant to the Right of First Refusal or the Secondary Refusal Right.

2. Agreement Among the Company, the Investors and the Key Holders.

2.1 Right of First Refusal.

(a) Grant. Subject to the terms of Section 3 below, each Key Holder hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Transfer Stock that such Key Holder may propose to transfer in a Proposed Key Holder Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Key Holder proposing to make a Proposed Key Holder Transfer must deliver a Proposed Transfer Notice to the Company and each Investor not later than forty-five (45) days prior to the consummation of such Proposed Key Holder Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Key Holder Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Key Holder Transfer. To exercise its Right of First Refusal under this Section 2, the Company must deliver a Company Notice to the selling Key Holder within fifteen (15) days after delivery of the Proposed Transfer Notice specifying the number of shares of Transfer Stock to be purchased by the Company. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Key Holder with the Company that contains a preexisting right of first refusal, the Company and the Key Holder acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Subsection 2.1(a) and this Subsection 2.1(b). In the event of a conflict between this Agreement and the Company's Bylaws containing a preexisting right of first refusal, the terms of the Bylaws will control and compliance with the Bylaws shall be deemed compliance with this Subsection 2.1(a) and (b) in full.

(c) Grant of Secondary Refusal Right to Investors. Subject to the terms of Section 3 below, each Key Holder hereby unconditionally and irrevocably grants to the Investors a Secondary Refusal Right to purchase all or any portion of the Transfer Stock not purchased by the Company pursuant to the Right of First Refusal, as provided in this Subsection 2.1(c). If the Company does not intend to exercise its Right of First Refusal with respect to all Transfer Stock subject to a Proposed Key Holder Transfer, the Company must deliver a Secondary Notice to the selling Key Holder and to each Investor to that effect no later than fifteen (15) days after the selling Key Holder delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, an Investor must deliver an Investor Notice to the selling Key Holder and the Company within ten (10) days after the Company's deadline for its delivery of the Secondary Notice as provided in the preceding sentence (the "**Investor Notice Period**").

(d) Undersubscription of Transfer Stock. If options to purchase have been exercised by the Company and the Investors with respect to some but not all of the Transfer Stock by the end of Investor Notice Period, then the Company shall, within five (5) days after the expiration of the Investor Notice Period, send written notice (the "**Company Undersubscription Notice**") to those Investors who fully exercised their Secondary Refusal Right within the Investor Notice Period (the "**Exercising Investors**"). Each Exercising Investor shall, subject to the provisions of this Subsection 2.1(d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed shares of Transfer Stock on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Investor must

deliver an Undersubscription Notice to the selling Key Holder and the Company within ten (10) days after the expiration of the Investor Notice Period. In the event there are two (2) or more such Exercising Investors that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Subsection 2.1(d) shall be allocated to such Exercising Investors pro rata based on the number of shares of Transfer Stock such Exercising Investors have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any shares of Transfer Stock that any such Exercising Investor has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining shares are exercised in full by the Exercising Investors, the Company shall immediately notify all of the Exercising Investors and the selling Key Holder of that fact.

(e) Consideration; Closing. If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Company's Board of Directors and as set forth in the Company Notice. If the Company or any Investor cannot for any reason pay for the Transfer Stock in the same form of non-cash consideration, the Company or such Investor may pay the cash value equivalent thereof, as determined in good faith by the Board of Directors and as set forth in the Company Notice. The closing of the purchase of Transfer Stock by the Company and the Investors shall take place, and all payments from the Company and the Investors shall have been delivered to the selling Key Holder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Key Holder Transfer; and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

2.2 Right of Co-Sale.

(a) Exercise of Right. If any Transfer Stock subject to a Proposed Key Holder Transfer is not purchased pursuant to Subsection 2.1 above and thereafter is to be sold to a Prospective Transferee, each respective Investor may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Key Holder Transfer as set forth in Subsection 2.2(b) below and, subject to Subsection 2.2(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Investor who desires to exercise its Right of Co-Sale (each, a "**Participating Investor**") must give the selling Key Holder written notice to that effect within fifteen (15) days after the deadline for delivery of the Secondary Notice described above, and upon giving such notice such Participating Investor shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Shares Includable. Each Participating Investor may include in the Proposed Key Holder Transfer all or any part of such Participating Investor's Capital Stock equal to the product obtained by multiplying (i) the aggregate number of shares of Transfer Stock subject to the Proposed Key Holder Transfer (excluding shares purchased by the Company or the Participating Investors pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction, the numerator of which is the number of shares of Capital Stock owned by such Participating Investor immediately before consummation of the Proposed Key Holder Transfer and the denominator of which is the total number of shares of Capital Stock owned, in the aggregate, by all Participating Investors immediately prior to the consummation of the Proposed Key Holder Transfer, plus the number of shares of Transfer Stock held by the selling Key Holder.

To the extent one (1) or more of the Participating Investors exercise such right of participation in accordance with the terms and conditions set forth herein, the number of shares of Transfer Stock that the selling Key Holder may sell in the Proposed Key Holder Transfer shall be correspondingly reduced.

(c) Purchase and Sale Agreement. The Participating Investors and the selling Key Holder agree that the terms and conditions of any Proposed Key Holder Transfer in accordance with Subsection 2.2 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the "**Purchase and Sale Agreement**") with customary terms and provisions for such a transaction, and the Participating Investors and the selling Key Holder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Subsection 2.2.

(d) Allocation of Consideration.

(i) Subject to Subsection 2.2(d)(ii), the aggregate consideration payable to the Participating Investors and the selling Key Holder shall be allocated based on the number of shares of Capital Stock sold to the Prospective Transferee by each Participating Investor and the selling Key Holder as provided in Subsection 2.2(b), provided that if a Participating Investor wishes to sell Preferred Stock, the price set forth in the Proposed Transfer Notice shall be appropriately adjusted based on the conversion ratio of the Preferred Stock into Common Stock.

(ii) In the event that the Proposed Key Holder Transfer constitutes a Change of Control, the terms of the Purchase and Sale Agreement shall provide that the aggregate consideration from such transfer shall be allocated to the Participating Investors and the selling Key Holder in accordance with Sections 2.1 and 2.2 of Article IV, B of the Restated Certificate as if (A) such transfer were a Deemed Liquidation Event (as defined in the Restated Certificate), and (B) the Capital Stock sold in accordance with the Purchase and Sale Agreement were the only Capital Stock outstanding. In the event that a portion of the aggregate consideration payable to the Participating Investor(s) and selling Key Holder is placed into escrow, the Purchase and Sale Agreement shall provide that (x) the portion of such consideration that is not placed in escrow (the "Initial Consideration") shall be allocated in accordance with Section 2 of Part B of Article Fourth of the Restated Certificate as if the Initial Consideration were the only consideration payable in connection with such transfer, and (y) any additional consideration which becomes payable to the Participating Investor(s) and selling Key Holder upon release from escrow shall be allocated in accordance Section 2 of Part B of Article Fourth of the Restated Certificate after taking into account the previous payment of the Initial Consideration as part of the same transfer.

(e) Purchase by Selling Key Holder; Deliveries. Notwithstanding Subsection 2.2(c) above, if any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Investor or Investors or upon the failure to negotiate a Purchase and Sale Agreement reasonably satisfactory to the Participating Investors, no Key Holder may sell any Transfer Stock to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Key Holder purchases all securities subject to the Right of Co-Sale from such Participating Investor or Investors on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice and as provided in Subsection 2.2(d)(i); provided, however, if such sale constitutes a

Change of Control, the portion of the aggregate consideration paid by the selling Key Holder to such Participating Investor or Investors shall be made in accordance with the first sentence of Subsection 2.2(d)(ii). In connection with such purchase by the selling Key Holder, such Participating Investor or Investors shall deliver to the selling Key Holder any stock certificate or certificates, properly endorsed for transfer, representing the Capital Stock being purchased by the selling Key Holder (or request that the Company effect such transfer in the name of the selling Key Holder). Any such shares transferred to the selling Key Holder will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Proposed Transfer Notice, and the selling Key Holder shall concurrently therewith remit or direct payment to each such Participating Investor the portion of the aggregate consideration to which each such Participating Investor is entitled by reason of its participation in such sale as provided in this Subsection 2.2(e).

(f) Additional Compliance. If any Proposed Key Holder Transfer is not consummated within forty-five (45) days after receipt of the Proposed Transfer Notice by the Company, the Key Holders proposing the Proposed Key Holder Transfer may not sell any Transfer Stock unless they first comply in full with each provision of this Section 2. The exercise or election not to exercise any right by any Investor hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Subsection 2.2.

2.3 Effect of Failure to Comply.

(a) Transfer Void; Equitable Relief. Any Proposed Key Holder Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement).

(b) Violation of First Refusal Right. If any Key Holder becomes obligated to sell any Transfer Stock to the Company or any Investor under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, the Company and/or such Investor may, at its option, in addition to all other remedies it may have, send to such Key Holder the purchase price for such Transfer Stock as is herein specified and transfer to the name of the Company or such Investor (or request that the Company effect such transfer in the name of an Investor) on the Company's books any certificates, instruments, or book entry representing the Transfer Stock to be sold.

(c) Violation of Co-Sale Right. If any Key Holder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Investor who desires to exercise its Right of Co-Sale under Subsection 2.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Key Holder to purchase from such Investor the type and number of shares of Capital Stock that such Investor would have been entitled

to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Subsection 2.2. The sale will be made on the same terms, including, without limitation, as provided in Subsection 2.2(d)(i) and the first sentence of Subsection 2.2(d)(ii), as applicable, and subject to the same conditions as would have applied had the Key Holder not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Investor learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Subsection 2.2. Such Key Holder shall also reimburse each Investor for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Investor's rights under Subsection 2.2.

3. Exempt Transfers.

3.1 Exempted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Subsections 2.1 and 2.2 shall not apply (a) in the case of a Key Holder that is an entity, upon a transfer by such Key Holder to its stockholders, members, partners or other equity holders, (b) to a repurchase of Transfer Stock from a Key Holder by the Company at a price no greater than that originally paid by such Key Holder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by a majority of the Board of Directors, (c) to a pledge of Transfer Stock that creates a mere security interest in the pledged Transfer Stock, provided that the pledgee thereof agrees in writing in advance to be bound by and comply with all applicable provisions of this Agreement to the same extent as if it were the Key Holder making such pledge, (d) in the case of a Key Holder that is a natural person, upon a transfer of Transfer Stock by such Key Holder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Key Holder (or his or her spouse) (all of the foregoing collectively referred to as "family members"), or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Key Holder or any such family members, or (e) to the sale by the Key Holder of up to 5% of the Transfer Stock held by such Key Holder as of the date that such Key Holder first became party to this Agreement; provided that in the case of clause(s) (a), (c), or (d), the Key Holder shall deliver prior written notice to the Investors of such pledge, gift or transfer and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Key Holder (but only with respect to the securities so transferred to the transferee), including the obligations of a Key Holder with respect to Proposed Key Holder Transfers of such Transfer Stock pursuant to Section 2; and provided further in the case of any transfer pursuant to clause (a) or (d) above, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

3.2 Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 2 shall not apply to the sale of any Transfer Stock (a) to the public in an offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (a "**Public Offering**"); or (b) pursuant to a Deemed Liquidation Event (as defined in the Company's Certificate of Incorporation).

3.3 Prohibited Transferees. Notwithstanding the foregoing, no Key Holder shall transfer any Transfer Stock to (a) any entity which, in the determination of the Company's Board of Directors, directly or indirectly competes with the Company; or (b) any customer, distributor or supplier of the Company, if the Company's Board of Directors should determine that such transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

4. Legend. Each certificate, instrument, or book entry representing shares of Transfer Stock held by the Key Holders or issued to any permitted transferee in connection with a transfer permitted by Subsection 3.1 hereof shall be notated with the following legend:

> THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Each Key Holder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to in this Section 4 above to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed upon termination of this Agreement at the request of the holder.

5. Lock-Up.

5.1 Agreement to Lock-Up. Each Key Holder hereby agrees that he will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering (the "**IPO**") and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (l80) days), or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports; and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Capital Stock held immediately prior to the effectiveness of the registration statement for the IPO; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 5 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Key Holders only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders

individually owning more than two percent (2%) of the outstanding Common Stock (after giving effect to the conversion into Common Stock of all outstanding Preferred Stock). The underwriters in connection with the IPO are intended third-party beneficiaries of this Section 5 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Key Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with this Section 5 or that are necessary to give further effect thereto.

5.2 Stop Transfer Instructions. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the shares of Capital Stock of each Key Holder (and transferees and assignees thereof) until the end of such restricted period.

6. Miscellaneous.

6.1 Term. This Agreement shall automatically terminate upon the earlier of (a) immediately prior to the consummation of the Company's IPO and (b) the consummation of a Deemed Liquidation Event (as defined in the Restated Certificate).

6.2 Stock Split. All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Capital Stock occurring after the date of this Agreement.

6.3 Ownership. Each Key Holder represents and warrants that such Key Holder is the sole legal and beneficial owner of the shares of Transfer Stock subject to this Agreement and that no other person or entity has any interest in such shares (other than a community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

6.4 Dispute Resolution. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought,

shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "**AAA**"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in San Francisco, California, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Rules of Civil Procedure for the Superior Court of the State of Delaware, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

Each party will bear its own costs in respect of any disputes arising under this Agreement. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Northern District of California or any court of the State of California having subject matter jurisdiction.

6.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A or Schedule B hereof, as the case may be, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 6.5. If notice is given to the Company, it shall be sent to Ample, Inc., Attn: John de Souza, at the Company's address provided in the signature block below, and a copy (which shall not constitute notice) shall also be sent to Wilmer Cutler Pickering Hale and Dorr LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attn: E. Thom Rumberger Jr., Esq.

(b) Consent to Electronic Notice. Each Investor and Key Holder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number set forth below such Investor's or Key Holder's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a

new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Investor and Key Holder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

6.6 Entire Agreement. This Agreement (including, the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in their entirety by this Agreement, and shall be of no further force or effect.

6.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.8 Amendment; Waiver and Termination. This Agreement may be amended, modified or terminated (other than pursuant to Section 6.1 above) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company, (b) the Key Holders holding a majority of the shares of Transfer Stock then held by all of the Key Holders who are then providing services to the Company (except for services solely as a director), and (c) the holders of a majority of the shares of Common Stock issued or issuable upon conversion of the then outstanding shares of Preferred Stock held by the Investors (voting as a single class and on an as-converted basis), including the holders of a majority of the outstanding shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock (voting together on an as-converted to Common Stock basis). Any amendment, modification, termination or waiver so effected shall be binding upon the Company, the Investors, the Key Holders and all of their respective successors and permitted assigns whether or not such party, assignee or other shareholder entered into or approved such amendment, modification, termination or waiver. Notwithstanding the foregoing, (i) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any Investor or Key Holder without the written consent of such Investor or Key Holder unless such amendment, modification, termination or waiver applies to all Investors and Key Holders, respectively, in the same fashion, and (ii) the consent of the Key Holders shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination or waiver does not apply to the Key Holders, and (iii) Schedule A hereto may be amended by the Company from time to time in accordance with the Purchase Agreement to add information regarding Additional Purchasers (as defined in the

Purchase Agreement) without the consent of the other parties hereto. The Company shall give prompt written notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

6.9 Assignment of Rights.

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Any successor or permitted assignee of any Key Holder, including any Prospective Transferee who purchases shares of Transfer Stock in accordance with the terms hereof, shall deliver to the Company and the Investors, as a condition to any transfer or assignment, a counterpart signature page hereto pursuant to which such successor or permitted assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

(c) The rights of the Investors hereunder are not assignable without the Company's written consent (which shall not be unreasonably withheld, delayed or conditioned), except (i) by an Investor to any Affiliate, or (ii) to an assignee or transferee who acquires at least 25,000 shares of Capital Stock (as adjusted for any stock combination, stock split, stock dividend, recapitalization or other similar transaction), it being acknowledged and agreed that any such assignment, including an assignment contemplated by the preceding clauses (i) or (ii) shall be subject to and conditioned upon any such assignee's delivery to the Company and the other Investors of a counterpart signature page hereto pursuant to which such assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the assignor of such assignee.

(d) Except in connection with an assignment by the Company by operation of law to the acquirer of the Company, the rights and obligations of the Company hereunder may not be assigned under any circumstances.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series C-2 Preferred Stock or Series C-3 Preferred Stock after the date hereof, any purchaser of such shares of Series C-2 Preferred Stock or Series C-3 Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and thereafter shall be deemed an "Investor" for all purposes hereunder.

6.12 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by the internal law of the State of Delaware without regard to conflict of law principles.

6.13 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.14 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.15 Aggregation of Stock. All shares of Capital Stock held or acquired by Affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated entities or persons may apportion such rights as among themselves in any manner they deem appropriate.

6.16 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Company and the Key Holders hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

6.17 Additional Key Holders. In the event that after the date of this Agreement, the Company issues shares of Common Stock, or options to purchase Common Stock, to any employee or consultant, which shares or options would collectively constitute with respect to such employee or consultant (taking into account all shares of Common Stock, options and other purchase rights held by such employee or consultant) two percent (2%) or more of the Company's then outstanding Common Stock (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised or converted), the Company shall, as a condition to such issuance, cause such employee or consultant to execute a counterpart signature page hereto as a Key Holder, and such person shall thereby be bound by, and subject to, all the terms and provisions of this Agreement applicable to a Key Holder.

6.18 Consent of Spouse. If any Key Holder is married on the date of this Agreement, such Key Holder's spouse shall execute and deliver to the Company a Consent of Spouse in the form of Exhibit A hereto ("**Consent of Spouse**"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Key Holder's shares of Transfer Stock that do not otherwise exist by operation of law or the agreement of the parties. If any Key Holder should marry or remarry subsequent to the date of this Agreement, such Key Holder shall within thirty (30) days thereafter obtain his/her new spouse's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute

and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

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SCHEDULE A

INVESTORS

Name and Address

Moore Strategic Ventures, LLC
11 Times Square, New York, NY 10036

Shell Ventures, LLC
150 N. Dairy Ashford, Houston, TX 77079

TRIREC Ample Pte Ltd
6 Temasek Boulevard, #25-04, Suntec Tower Four, Singapore 038986

Hemi Ventures Fund I, L.P.
228 Hamilton Avenue, Third Floor, Palo Alto, CA 94301

Dreamwork International LTD.
Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands

Big Bend 55 Investments LLC
4441 Buena Vista St., Dallas, TX 75205

Joseph Gleberman
133 West 69th Street #2, New York NY 10023

Brian Kaminskey
95 Garner Lane, Bayshore, NY 11706

10066257 Canada Inc
2055 Rue de Bleury, Unit 401, Montreal Canada, H3A 2K2
Attention: Raed Al Masri

Andrew Perry
13 Tioga Pass, Short Hills, NJ 07078

ALM Holding
Apex Fund Services (Cayman) Ltd., One Artillery Court, 161a Shedden Road, Grand Cayman, Cayman Islands

Andrew Kaiser
100 Barclay St., Apt 29C, New York, NY 10007

Beagle Ventures LLC
1 Main Street #7B

Butternut Tree LLC
12 Roszel Road, Suite B102, Princeton, NJ 08540

Civilization 415 Investments L.P.
72 Townsend, Unit 707, SF, CA 94107

Civilization Ventures

Hibiscus 10 LLC
12 Roszel Road, Suite B102, Princetion, NJ 08540

Inherent Partners LP
510 LaGuardia Place, 5th Floor, NY, NY 10012

INVERSIONES CIELO ALTO CORP.
[Address]

INVERSIONES EL MONASTERIO CORP.
[Address]

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Michael Schmelzer
24 Labaw Way, Belle Mead, NJ 08502

New Ground Ventures II, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

Phobal 1 LLC
7307 Floranada Way, Delray Beach, FL 33446

Phobal 2 LLC
7307 Floranada Way, Delray Beach, FL 33446

Polismega Ltd.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile
Sanjeev Mehra Irrevocable Gift Trust
44 Mayfair Lane, Greenwich, CT 06831

Steyer - Taylor Revocable Trust
111 Sutter Street, SF, CA 94104

Sunil Bhilotra
Villa 37, Compound 126, Road 2905, Al-markh 529, Bahrain

TGM I, A Series Of TGM Funds, LP
PO Box 171305, Salt Lake City, UT 84117

Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover
8 Nelson Ridge Road, Princeton, NJ 08540

Todd Perry
34 Mountain Av., Maplewood, NJ 07040

Viservi Company Inc.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

WorldQuant Ventures LLC
1700 E Putnam Ave, Old Greenwich, CT 06870

CSC Growth, LLC
530 Lytton Ave, Suite 305, Palo Alto, CA 94301

ENEOS Innovation Partners Godo Kaisha
1-2, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-0004

EEI Fund 4 Investment Limited Partnership
5-11-1 Higashigotanda, Shinagawa-ku, Tokyo 141-0022, Japan

El Monasterio Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

Cielo Alto Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

NGV Co-Investment Fund, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

MKB Partners Fund II, Limited Partnership
1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

MKB Partners Fund II International, Limited Partnership
1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

PTT Public Company Limited
555 Vibhavadi Rangsit Road,
Chatuchak, Bangkok, Thailand,
10900

Robin Chemers Neustein
c/o Ernst & Young, 77 Water Street, 9th Floor, New York, NY 10005

SeedCo Capital
Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104
Cayman Islands

Determinant Capital
Cayman Corporate Centre, 27 Hospital Road George Town, Grand Cayman, KY1-9008, Cayman Islands

Tamarack FI Ample I LLC
12 Wooddale Road, Greenwich, CT 06830

Disruptive Innovation Fund, l.P.
200 State Street, Boston, MA 02109

Transform Ample, LP
708 Long Bridge St #1310 San Francisco 94158

Tamarack Global Opportunities I LP
12 Wooddale Road, Greenwich, CT 06830

XYZ Venture Capital Go Faster I, LP
2910 Lake Street
San Francisco, CA 94121

SMRT Ventures Pte Ltd
2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 4371671

Aypa Power Aggregator LP
345 Park Avenue
New York, NY 10154
Attention: Kush Patel

Banco Santander, S.A.
Ciudad Financiera Grupo Santander
Cantabria Avenue
28660 Boadilla del Monte
Madrid, Spain
c/o Jaime Ybarra Loring

SCHEDULE B
KEY HOLDERS

Name and Address	**Number of Shares Held**
Khaled Hassounah	5,578,125
John de Souza	2,921,875

EXHIBIT A

CONSENT OF SPOUSE

I, [_____], spouse of [_____], acknowledge that I have read the Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of December [__], 2024, to which this Consent is attached as Exhibit A (the "**Agreement**"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding certain rights to certain other holders of Capital Stock of the Company upon a Proposed Key Holder Transfer of shares of Transfer Stock of the Company which my spouse may own including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of Transfer Stock of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of Transfer Stock of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated as of the ___ day of _____, _____.

_____
Signature

_____
Print Name

EXHIBIT F
FORM OF VOTING AGREEMENT

AMPLE, INC.

AMENDED AND RESTATED

VOTING AGREEMENT

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AMENDED AND RESTATED

VOTING AGREEMENT

THIS AMENDED AND RESTATED VOTING AGREEMENT (this "**Agreement**"), is made and entered into as of December [●], 2024, by and among Ample, Inc., a Delaware corporation (the "**Company**"), each holder of the Company's Series A Preferred Stock, $0.0001 par value per share ("**Series A Preferred Stock**"), Series B Preferred Stock, $0.0001 par value per share (the "**Series B Preferred Stock**"), Series C Preferred Stock, $0.0001 par value per share (the "**Series C Preferred Stock**"), Series C-1 Preferred Stock, $0.0001 par value per share (the "**Series C-1 Preferred Stock**"), Series C-2 Preferred Stock, $0.0001 par value per share (the "**Series C-2 Preferred Stock**"), and Series C-3 Preferred Stock, $0.0001 par value per share (the "**Series C-3 Preferred Stock**", and together with the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series C-1 Preferred Stock, and the Series C-2 Preferred Stock, the "**Preferred Stock**") listed on Schedule A (together with any subsequent investors, or transferees, who become parties hereto as "*Investors*" pursuant to Subsections 8.1(a) or 8.2 below, the "**Investors**"), and those certain stockholders of the Company listed on Schedule B (together with any subsequent stockholders, or any transferees, who become parties hereto as "Key Holders" pursuant to Subsections 8.1(b) or 8.2 below, the "**Key Holders**," and together collectively with the Investors, the "**Stockholders**").

RECITALS

WHEREAS, certain of the Investors (the "**Existing Investors**") and certain of the Key Holders (the "**Existing Holders**" and, together with the Existing Investors, the "**Prior Holders**") are parties to an Amended and Restated Voting Agreement dated as of October 29, 2021, between the Company and certain Prior Holders (the "**Prior Agreement**");

WHEREAS, the undersigned Existing Investors hold a majority of the shares of Common Stock issued or issuable upon the conversion of the shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock of the Company held by all Existing Investors (the "**Requisite Investors**"), and the undersigned Existing Holders hold a majority of the shares of Common Stock held by all Existing Holders currently providing services to the Company (except for services solely as a director) (the "**Requisite Holders**"), and each Requisite Investor and Requisite Holder desires to amend and restate the Prior Agreement in its entirety and to accept the rights and obligations created pursuant to this Agreement in lieu of the rights granted to, and or obligations imposed on, them under the Prior Agreement;

WHEREAS, the Company and certain of the Investors are parties to that certain Note Purchase and Exchange Agreement dated as of dated as of December [●], 2024 (the "**Purchase Agreement**"), under which certain of the Company's and such Investors' obligations are conditioned upon the execution and delivery of this Agreement by such Investors, the Requisite Investors, the Requisite Holders, and the Company;

WHEREAS, the Amended and Restated Certificate of Incorporation of the Company (the "**Restated Certificate**") provides that (a) the holders of record of the shares of the Series C-1 Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Company (the "**Series C-1 Director**"), (b) the holders of record of the shares of the Series B

Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Company (the "**Series B Director**"); (c) the holders of record of the shares of the Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Company (the "**Series A Director**" and together with the Series C-1 Director and the Series B Director, the "**Preferred Directors**" and each, a "**Preferred Director**"); (c) the holders of record of the shares of common stock of the Company, $0.0001 par value ("**Common Stock**"), exclusively and as a separate class, shall be entitled to elect four (4) directors of the Company (the "**Common Directors**"); and (d) the holders of record of the shares of Common Stock and of any other class or series of voting stock (including Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Company; and

WHEREAS, the parties also desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the Company's capital stock held by them will be voted on

NOW, THEREFORE, the parties hereby agree as follows:

1. Voting Provisions Regarding Board of Directors.

1.1 Size of the Board. Each Stockholder agrees to vote, or cause to be voted, all Shares (as defined below) owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board of Directors of the Company (the "**Board**") shall be set and remain at seven (7) directors and may be increased only with the written consent of Investors holding Preferred Stock representing at least sixty-seven percent (67%) of the shares of Common Stock issuable upon conversion of the then outstanding shares of Preferred Stock. For purposes of this Agreement, the term "Shares" shall mean and include any securities of the Company the holders of which are entitled to vote for members of the Board, including without limitation, all shares of Common Stock and Preferred Stock, by whatever name called, now owned or subsequently acquired by a Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2 Board Composition. Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(a) One person (the "**Shell Preferred Director**") designated by Shell Ventures, LLC ("**SV**"), as the Series A Director under and as defined by the Restated Certificate, which individual shall initially be Robert Linck, for so long as such Stockholder and its Affiliates continue to own beneficially at least 208,125 shares of Common Stock of the Company (including shares of Common Stock issued or issuable upon conversion of Preferred Stock), which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like; *provided, however,* that if SV is determined by the Company's Board of Directors to be a Competitor, as contemplated under the Amended and Restated Investors' Rights Agreement by and among the Company and the Investors a party thereto of even date herewith (the "**Rights Agreement**"), then, if the then current serving Shell Preferred Director is an employee, consultant

or other Affiliate of SV, upon the request of the Company's Board of Directors, SV shall agree to promptly remove the then currently serving Shell Preferred Director and designate another individual in his or her place who is not an employee, consultant or otherwise an Affiliate of SV or its Affiliates.

(b) One person (the "**Moore Preferred Director**") designated by **Moore Strategic Ventures, LLC** ("**Moore Capital**"), as the Series B Director under and as defined by the Restated Certificate, and voting as a separate class, which individual shall initially be James McIntyre, for so long as such Stockholder and its Affiliates continue to own beneficially at least 312,888 shares of Common Stock of the Company (including shares of Common Stock issued or issuable upon conversion of Preferred Stock), which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like; *provided, however,* that if Moore Capital is determined by the Company's Board of Directors to be a Competitor, as contemplated under the Rights Agreement, then if the then current serving Moore Preferred Director is an employee, consultant or other Affiliate of Moore Capital, upon the request of the Company's Board of Directors, Moore Capital shall agree to promptly remove the then currently serving Moore Preferred Director and designate another individual in his or her place who is not an employee, consultant or otherwise an Affiliate of Moore Capital or its Affiliates.

(c) One person (the "**Blackstone Preferred Director**", and sometimes with the Shell Preferred Director and the Moore Preferred Director, each a "**Preferred Director**" and collectively the "**Preferred Directors**") designated by Aypa Power Aggregator LP ("**Blackstone**"), as the Series C-1 Director under and as defined by the Restated Certificate, and voting as a separate class, which individual shall initially be Bilal Khan, for so long as such Stockholder and its Affiliates continue to own beneficially at least 160,339 shares of Common Stock of the Company (including shares of Common Stock issued or issuable upon conversion of Preferred Stock), which number is subject to appropriate adjustment for all stock splits, dividends, combinations, recapitalizations and the like; *provided, however,* that if Blackstone is determined by the Company's Board of Directors to be a Competitor, as contemplated under the Rights Agreement, then if the then current serving Blackstone Preferred Director is an employee, consultant or other Affiliate of Blackstone, upon the request of the Company's Board of Directors, Blackstone shall agree to promptly remove the then currently serving Blackstone Preferred Director and designate another individual in his or her place who is not an employee, consultant or otherwise an Affiliate of Blackstone or its Affiliates.

(d) Three (3) persons designated from time to time by the holders of a majority of the shares of Common Stock held by the Key Holders, who shall initially be Khaled Hassounah and John de Souza, with one seat being initially vacant (each a "**Common Director**", and collectively, the "**Common Directors**"), and

(e) One individual who is designated from time to time by any member of the Board, and approved by a majority of the other members of the Board, including at least one (1) Common Director, which approval shall not be unreasonably withheld, delayed or conditioned (the "**Independent Director**"), which Independent Director shall initially be vacant.

To the extent that any of clauses (a) through (e) above shall not be applicable, any member of the Board who would otherwise have been designated in accordance with

the terms thereof shall instead be voted upon by all the stockholders of the Company entitled to vote thereon in accordance with, and pursuant to, the Company's Restated Certificate.

For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "**Person**") shall be deemed an "Affiliate" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

1.3 Failure to Designate a Board Member. In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving shall be reelected if still eligible to serve as provided herein.

1.4 Removal of Board Members. Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Subsection 1.2 of this Agreement may be removed from office other than for cause unless (i) such removal is directed or approved by the affirmative vote of the Person, or of the holders of the shares of stock, entitled under Subsection 1.2 to designate that director; or (ii) the Person(s) originally entitled to designate or approve such director or occupy such Board seat pursuant to Subsection 1.2 is no longer so entitled to designate or approve such director or occupy such Board seat.

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Subsections 1.3 or 1.4 shall be filled pursuant to the provisions of this Section 1; and

(c) upon the request of any party entitled to designate a director as provided in Subsection 1.2(a) through 1.2(e) to remove such director, such director shall be removed.

All Stockholders agree to execute any written consents required to perform the obligations of this Agreement, and the Company agrees at the request of any party entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors.

1.5 No Liability for Election of Recommended Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder or any Affiliate of any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

1.6 No "Bad Actor" Designees. Each Person with the right to designate or participate in the designation of a director as specified above hereby represents and warrants to the Company that, to such Person's knowledge, none of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act of 1933, as amended (the

"**Securities Act**") (each, a "**Disqualification Event**"), is applicable to such Person's initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a "**Disqualified Designee**". Each Person with the right to designate or participate in the designation of a director as specified above hereby covenants and agrees (A) not to designate or participate in the designation of any director designee who, to such Person's knowledge, is a Disqualified Designee and (B) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

2. Vote to Increase Authorized Common Stock; Vote to Waive and/or Decrease Liquidation Preference.

(a) Each Stockholder agrees to vote or cause to be voted all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any given time.

(b) Each Stockholder agrees to vote or cause to be voted (in person, by proxy or by action by written consent, as applicable) all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be required and necessary, as determined in good faith by the Board, including the Moore Preferred Director, on the recommendation of outside counsel, to ensure that in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or Deemed Liquidation Event (as defined in the Restated Certificate), the aggregate amount payable by the Company under the Company's 2024 Management Plan (the "**Management Plan Amount**"), if any, shall reduce the amount payable with respect to the shares of Preferred Stock, and not Common Stock, under Article Fourth, Part B, Section 2 of the Restated Certificate (including without limitation, as part of any payment thereunder of a Liquidation Amount or Redemption Price (each, as defined in the Restated Certificate)), on a pro-rata basis in proportion to the respective amounts which would otherwise be payable in respect of such shares of Preferred Stock upon such distribution if all amounts payable on or with respect to such shares thereunder were paid in full, in each case as set forth in the 2024 Management Plan. The Stockholders acknowledge and agree that the foregoing may require the holders of Preferred Stock to approve a waiver or amendment of their rights under Article Fourth, Part B, Section 2 of the Restated Certificate in connection with a voluntary or involuntary liquidation, dissolution or winding up of the Company or Deemed Liquidation Event (as defined in the Restated Certificate). For purposes hereof, "**2024 Management Plan**" means that certain 2024 Management Sales Bonus Plan, approved by the Board on or about the date of this Agreement, including any amendments thereto which are unanimously approved by the Board thereafter.

3. Drag-Along Right.

3.1 Definitions. A "**Sale of the Company**" shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from

stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a "**Stock Sale**"); or (b) a transaction that qualifies as a "**Deemed Liquidation Event**" as defined in the Restated Certificate.

3.2 Actions to be Taken.

(a) (1) Except as otherwise provided in Subsection 3.2(a)(2) below, in the event that (i) the holders of a majority of the shares of the Common Stock then issued or issuable upon conversion of the shares of Preferred Stock (the "**Selling Investors**"), and the then outstanding shares of Common Stock (other than those issued or issuable upon conversion of the shares of Preferred Stock), voting together as a single class; and (ii) the Board of Directors, approve a Sale of the Company in writing (a "**Non-Sale Process Sale**"), specifying that this Section 3 shall apply to such transaction, then each Stockholder and the Company hereby agree as set forth in Subsection 3.2(b) below, subject to Section 4 below.

(2) Notwithstanding the provisions set forth in Subsection 3.2(a)(1) above, only in connection with a Sale of the Company resulting from the initiation of a Sale Process (as defined below) by the Electing Holders (as defined below) pursuant to Section 4 below, in the event that the Selling Investors, and a majority of the Series C-2 Preferred Stock and Series C-3 Preferred Stock, voting together as a separate class (which must include Moore Capital), approve a Sale of the Company in writing (a "**Sale Process Sale**"), specifying that this Section 3 shall apply to such transaction, then each Stockholder and the Company hereby agree as set forth in Subsection 3.2(b) below, subject to Section 4 below:

(b) Each Stockholder and the Company hereby agrees to comply with the following terms upon the requisite approval of a Sale of the Company as set forth in Subsection 3.2(a) above:

(i) then if such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together, with any related amendment to the Restated Certificate required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(ii) if such transaction is a Stock Sale, to sell the same proportion of shares of capital stock of the Company beneficially held by such Stockholder as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Shares, and, except as permitted in Subsection 3.3 below, on the same terms and conditions as the Selling Investors;

(iii) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Investors in order to carry out the terms and provision of this Section 3, including, without limitation, executing and delivering instruments of conveyance and transfer, and purchase agreement, merger agreement, indemnity agreement, escrow agreement, any consent, waiver,

governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(iv) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(v) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company;

(vi) if the consideration to be paid in exchange for the Shares pursuant to this Section 3 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933 (as amended, the "**Securities Act**"), the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board of Directors) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(vii) in the event that the Selling Investors, in connection with such Sale of the Company, appoint a stockholder representative (the "**Stockholder Representative**") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Stockholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative in connection with its service as the Stockholder Representative, absent fraud or willful misconduct.

3.3 Exceptions. Notwithstanding the foregoing, a Stockholder will not be required to comply with Subsection 3.2 above in connection with any proposed Sale of the Company (the "**Proposed Sale**"), unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to, representations and warranties that (i) such Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of such Stockholder in connection with the transaction have been duly authorized, if applicable, (iii)

the documents to be entered into by such Stockholder have been duly executed by such Stockholder and delivered to the acquirer and are enforceable against such Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(b) the Stockholder shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(c) the liability for indemnification, if any, of such Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its Stockholders in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders), and subject to the provisions of the Restated Certificate related to the allocation of the escrow, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Stockholder in connection with such Proposed Sale (in accordance with the provisions of the Restated Certificate);

(d) liability shall be limited to such Stockholder's applicable pro rata share (based on the respective proportion of proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Restated Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(e) upon the consummation of the Proposed Sale (i) each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (ii) each holder of a series of Preferred Stock will receive the same amount of consideration per share of such series of Preferred Stock as is received by other holders in respect of their shares of such same series, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) unless the holders of at least a majority of the Preferred Stock elect to receive a lesser amount by written notice given to the Company at least 10 days prior to the effective date of any such Proposed Sale, the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Company's Certificate of Incorporation in effect immediately prior to the Proposed Sale; provided, however, that, notwithstanding the foregoing, if the consideration to be

paid in exchange for the Shares held by Key Holders (the "**Key Holder Shares**") or the Shares held by Investors (the "**Investor Shares**"), as applicable, pursuant to this Subsection 3.3(e) includes any securities and due receipt thereof by any Key Holder or Investor would require under applicable law (x) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Key Holder or Investor of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Key Holder or Investor in lieu thereof, against surrender of the Key Holder Shares or Investor Shares, as applicable, which would have otherwise been sold by such Key Holder or Investor, an amount in cash equal to the fair value (as determined in good faith by the Board of Directors) of the securities which such Key Holder or Investor would otherwise receive as of the date of the issuance of such securities in exchange for the Key Holder Shares or Investor Shares, as applicable; and

(f) subject to clause (e) above, requiring the same form of consideration to be available to the holders of any single class or series of capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such capital stock will be given the same option; provided, however, that nothing in this Subsection 3.3(f) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's stockholders.

3.4 Restrictions on Sales of Control of the Company. No Stockholder shall be a party to any Stock Sale unless all holders of Preferred Stock are allowed to participate in such transaction and the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Company's Restated Certificate in effect immediately prior to the Stock Sale (as if such transaction were a Deemed Liquidation Event), unless the holders of a majority of the Preferred Stock elect otherwise by written notice given to the Company at least five (5) days prior to the effective date of any such transaction or series of related transactions.

4. Sale Rights.

4.1 Initiation of Sale Process. Upon the earlier of (i) September 30, 2025 and (ii) such time as the Company has less than $15,000,000 in cash or cash equivalents (in respect of which time the Company shall provide written notice to the Electing Holders (defined below) within ten (10) business days), upon written notice to the Company from the holders of a majority of the outstanding shares of Series C-2 Preferred Stock (voting together as a single class), including Moore Capital (the "**Electing Holders**"), the Company shall initiate a bona fide process (the "**Sale Process**") intended to result in a Sale of the Company, including, if requested by the Electing Holders, the hiring of investment bankers chosen by the Company and Moore Capital. Such written notice shall include a designation of one individual (the "**Holder Representative**") to act on behalf of the Electing Holders in connection with the Sale Process which will be designated by Moore Capital. Each of the Stockholders and the Company agrees to use its commercially reasonable efforts, in consultation with the Financial Advisor (as defined below) and Deal Counsel (as defined below), to facilitate a Sale of the Company. In furtherance of the foregoing, upon receipt of the notice described above the Company shall, and shall cause its officers, employees, consultants, counsel and advisors to take the actions set forth in Subsection 4.2 below. Notwithstanding anything

else to the contrary, the right of the Electing Holders to initiate a Sales Process as provided in this Section 4 shall terminate upon the closing of a Qualified Financing (as defined in the Notes (as defined in the Purchase Agreement)).

4.2 Specific Obligations.

(a) Advisors. The Company shall engage an investment bank (the "**Financial Advisor**") and a law firm (the "**Deal Counsel**") reasonably satisfactory to the Holder Representative (which may be the Company's existing investment bank and law firm) to assist with the Sale Process. The Financial Advisor and Deal Counsel, as well as any other advisors engaged pursuant to this Subsection 4.2(a), shall represent the Company, and only the Company, in the sale process, and the costs, fees and expenses of such advisors shall be paid by the Company pursuant to the terms of engagement letters that are approved by the Holder Representative (such approval not to be unreasonably withheld, conditioned or delayed). None of the Financial Advisor, Deal Counsel or any other advisor selected in accordance with this Subsection 4.2(a) shall be terminated by the Company without the written consent of the Holder Representative.

(b) Cooperation With Sale Process. Without limiting the generality of the provisions of Subsection 4.2, at the request of the Holder Representative, the Company shall, and shall cause its employees, officers, consultants, counsel and advisors to:

(i) assist the Financial Advisor in creating a list of potential acquirers;

(ii) set up and maintain a virtual or actual data room (as elected by the Holder Representative) containing due diligence materials customarily provided in connection with transactions of the nature of a Sale of the Company, along with any other due diligence materials requested by the Holder Representative or reasonably requested by any potential acquirer;

(iii) execute customary non-disclosure agreements with potential acquirers;

(iv) provide incentive compensation to members of the Company's management, and in an amount and form, all as determined by the Holder Representative to be necessary or helpful to the successful consummation of the Sale of the Company;

(v) prepare, or assist the Financial Advisor with the preparation of, any marketing, financial or other materials deemed by the Holder Representative or the Financial Advisor to be necessary or helpful in connection with a Sale of the Company;

(vi) attend and participate in any meetings, conference calls, or presentations regarding the Company and its business with potential acquirers;

(vii) execute a letter of intent or term sheet on terms reasonably acceptable to the Holder Representative with one or more potential acquirers;

(viii) subject to Subsection 4.2(c), execute and perform the Company's obligations contained in such definitive agreements relating to a Sale of the Company as are negotiated by the Holder Representative and the potential acquirer; and

(ix) communicate regularly and promptly with each of the Financial Advisor and Deal Counsel regarding the Sale Process.

(c) Approval of the Terms and Conditions of a Proposed Sale of the Company; Failure to Approve a Sale of the Company.

(i) The Company shall cause its management, together with the Financial Advisor and Deal Counsel, to deliver regular updates to its Board regarding material developments in the Sale Process and summarizing the status of the negotiation of the terms and conditions of the Sale of the Company. The Company shall, upon the request of the Holder Representative, either call a meeting of its Board or seek the written consent of the Board approving the Sale of the Company and the entering into of the definitive agreements relating thereto.

(ii) In the event that the Board approval described in Subsection 4.2(c)(i) above has not been obtained within the time period requested by the Holder Representative (such time period not to be less than three business days), the Electing Holders shall have the right by written notice (the "**Redemption Notice**") to require the Company to redeem all of the then outstanding shares of capital stock held by the Electing Holders at a price equal to the amount of proceeds that would have been paid in respect of their shares of capital stock were the Sale of the Company consummated or, in the case of a Sale of the Company that is structured as a sale of all or substantially all of the Company's assets, the amount of proceeds that would have been paid in respect of their investment in the Company had all proceeds from the proposed Sale of the Company been distributed in a Deemed Liquidation Event (a "**Preferred Redemption**"), and the Company and each Investor shall be obligated to effect the Preferred Redemption within ten days of the delivery of the Redemption Notice, subject to and only to the extent permitted by Delaware law governing distributions to stockholders.

(d) Appointment and Authority of Holder Representative.

(i) The Stockholders have agreed that it is desirable to designate a representative to act on behalf of the Stockholders for the purposes described in this Subsection 4.2(d). The Holder Representative shall be selected by the Electing Holders. The Holder Representative shall have full power and authority to take all actions under this Agreement that are to be taken by the Holder Representative. The Holder Representative shall take any and all actions which it believes are necessary or appropriate under this Agreement, including giving and receiving any notice or instruction permitted or required under this Agreement by the Holder Representative, interpreting in good faith all of the terms and provisions of this Agreement applicable to the Holder Representative, and assisting the Company and the Board with conducting negotiations together with the Company and the Board with any potential acquirer and its agents regarding such Sale of the Company (provided, for the avoidance of doubt, that the Company and the Board will include and consult with the Holder Representative in good faith regarding such negotiations), dealing with the Company under this Agreement, taking any and all other actions specified in or contemplated by this Agreement, and engaging counsel, accountants or other representatives to represent the Electing Holders in connection with the foregoing matters. Without limiting the generality of the foregoing,

the Holder Representative shall have the full power and authority to interpret all the terms and provisions of this Agreement and amendment(s) hereof or thereof in respect of its rights, duties and obligations and in its capacity as Holder Representative.

(ii) The Holder Representative shall be indemnified for and shall be held harmless by the Investors, including the Electing Holders, against any losses incurred by the Holder Representative or any of its Affiliates and any of their respective partners, directors, officers, employees, agents, stockholders, consultants, attorneys, accountants, advisors, brokers, representatives or controlling persons, in each case relating to the Holder Representative's conduct as Holder Representative, other than damages or losses resulting from the Holder Representative's gross negligence, fraud or willful misconduct in connection with its performance under this Agreement. This indemnification shall survive the termination of this Agreement. The Holder Representative may, in all questions arising under this Agreement, rely on the advice of counsel, and for anything done, omitted or suffered in good faith and subject to the prior sentence, by the Holder Representative in accordance with such advice, the Holder Representative shall not be liable to the Stockholders. In no event shall the Holder Representative be liable hereunder or in connection herewith to the Stockholders for any indirect, punitive, special or consequential damages.

(iii) Any action taken by the Holder Representative pursuant to the proper exercise of the authority granted in this Subsection 4.2(d) shall be effective and absolutely binding as the action of the Stockholders under this Agreement.

(iv) The Company, including the Board and its officers and other management, shall be entitled to rely on the actions and determinations of the Holder Representative and shall have no liability whatsoever with respect to any action or omission of them taken in reliance on the actions or omissions of the Holder Representative.

5. Remedies.

5.1 Covenants of the Company. The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination and election of the directors as provided in this Agreement.

5.2 Irrevocable Proxy and Power of Attorney. Each party to this Agreement hereby constitutes and appoints as the proxies of the party and hereby grants a power of attorney to the President of the Company, and a designee of the Selling Investors, and each of them, with full power of substitution, with respect to the election of persons as members of the Board in accordance with Section 1 hereto, votes to increase authorized shares or waive or amend certain rights under the Restated Certificate pursuant to Section 2 hereof and votes regarding any Sale of the Company or Sale Process pursuant to Section 3 hereof (excluding, for the avoidance of doubt, the initial vote by the Electing Holders, described in the preamble to Subsection 3.2 that triggers the parties' obligations under Section 3), and hereby authorizes each of them to represent and vote, if and only if the party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such party's Shares in favor of the election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or the increase of authorized shares or

approval of any Sale of the Company pursuant to and in accordance with the terms and provisions of Sections 2 and 3, respectively, of this Agreement or to take any action necessary to effect Sections 2 and 3, respectively, of this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 7 hereof. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 7 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

5.3 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

5.4 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6. "Bad Actor" Matters.

6.1 Definitions. For purposes of this Agreement:

(a) "**Company Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

(b) "**Disqualified Designee**" means any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

(c) "**Disqualification Event**" means a "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act.

(d) "**Rule 506(d) Related Party**" means, with respect to any Person, any other Person that is a beneficial owner of such first Person's securities for purposes of Rule 506(d) under the Securities Act.

6.2 Representations.

(a) Each Person with the right to designate or participate in the designation of a director pursuant to this Agreement hereby represents that (i) such Person has

exercised reasonable care to determine whether any Disqualification Event is applicable to such Person, any director designee designated by such Person pursuant to this Agreement or any of such Person's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable and (ii) no Disqualification Event is applicable to such Person, any Board member designated by such Person pursuant to this Agreement or any of such Person's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Notwithstanding anything to the contrary in this Agreement, each Investor makes no representation regarding any Person that may be deemed to be a beneficial owner of the Company's voting equity securities held by such Investor solely by virtue of that Person being or becoming a party to (x) this Agreement, as may be subsequently amended, or (y) any other contract or written agreement to which the Company and such Investor are parties regarding (1) the voting power, which includes the power to vote or to direct the voting of, such security; and/or (2) the investment power, which includes the power to dispose, or to direct the disposition of, such security.

(b) The Company hereby represents and warrants to the Investors that no Disqualification Event is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3) is applicable.

6.3 Covenants. Each Person with the right to designate or participate in the designation of a director pursuant to this Agreement covenants and agrees (i) not to designate or participate in the designation of any director designee who, to such Person's knowledge, is a Disqualified Designee, (ii) to exercise reasonable care to determine whether any director designee designated by such person is a Disqualified Designee, (iii) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee, and (iv) to notify the Company promptly in writing in the event a Disqualification Event becomes applicable to such Person or any of its Rule 506(d) Related Parties, or, to such Person's knowledge, to such Person's initial designee named in Section 1, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

7. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the Company's first underwritten public offering of its Common Stock (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or an SEC Rule 145 transaction); (b) the consummation of a Sale of the Company and distribution of proceeds to or escrow for the benefit of the Stockholders in accordance with the Restated Certificate, provided that the provisions of Section 3 hereof will continue after the closing of any Sale of the Company to the extent necessary to enforce the provisions of Section 3 with respect to such Sale of the Company; and (c) termination of this Agreement in accordance with Subsection 8.8 below.

8. Miscellaneous.

8.1 Additional Parties.

(a) Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Series C-2 Preferred Stock or Series C-3 Preferred Stock after the date hereof, as a condition to the issuance of such shares the Company shall require that any purchaser of shares of Series C-2 Preferred Stock or Series C-3 Preferred Stock become a party to this Agreement by executing and delivering (i) the Adoption Agreement attached to this Agreement as Exhibit A, or (ii) a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as an Investor and Stockholder hereunder. In either event, each such person shall thereafter be deemed an Investor and Stockholder for all purposes under this Agreement.

(b) In the event that after the date of this Agreement, the Company enters into an agreement with any Person to issue shares of capital stock to such Person (other than to a purchaser of Preferred Stock described in Subsection 8.1(a) above), following which such Person shall hold Shares constituting two percent (2%) or more of the Company's then outstanding capital stock (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised and/or converted or exchanged), then, the Company shall cause such Person, as a condition precedent to entering into such agreement, or with respect to options, as a condition to the exercise of such options, to become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as Exhibit A, agreeing to be bound by and subject to the terms of this Agreement as a Stockholder and thereafter such person shall be deemed a Stockholder for all purposes under this Agreement.

8.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognizing such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be an Investor and Stockholder, or Key Holder and Stockholder, as applicable. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Subsection 8.2. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Subsection 8.12.

8.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of California, without regard to conflicts of law principles thereof.

8.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.7 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A or Schedule B hereto, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 8.7. If notice is given to the Company, it shall be sent to Ample, Inc., Attn: John de Souza, at the Company's address provided in the signature block below, and a copy (which shall not constitute notice) shall also be sent to Wilmer Cutler Pickering Hale and Dorr LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attn: E. Thom Rumberger Jr., Esq.

(b) Consent to Electronic Notice. Each Investor and Key Holder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number set forth below such Investor's or Key Holder's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted Electronic Notice shall be ineffective and deemed to not have been given. Each Investor and Key Holder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

8.8 Consent Required to Amend, Terminate or Waive. This Agreement may be amended or terminated and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (i) the Company; (ii) the holders of a majority shares of Common Stock held by the Key Holders; (iii) the holders of a majority of the shares of Common Stock issued or issuable upon conversion of the shares of Preferred Stock (voting as a single class and on an as-converted basis), including the holders of a majority of the shares of Common Stock issued or issuable upon conversion of the shares of Series C-2 Preferred Stock and Series C-3 Preferred Stock (voting together on an as-converted basis). Notwithstanding the foregoing:

(a) the provisions of Subsection1.2(a) and this Subsection 8.8(a) may not be amended, modified, terminated or waived without the written consent of SV for so long as SV continues to have rights pursuant to Subsection 1.2(a);

(b) the provisions of Subsection1.2(b), Subsection 2.1(b), Subsection 3.2(a)(2), Section 4 and this Subsection 8.8(b) may not be amended, modified, terminated or waived without the written consent of Moore Capital for so long as Moore Capital continues to have rights pursuant to Subsection 1.2(b) and Section 4;

(c) the provisions of Subsection1.2(c) and this Subsection 8.8(c) may not be amended, modified, terminated or waived without the written consent of Blackstone for so long as Blackstone continues to have rights pursuant to Subsection 1.2(c);

(d) this Agreement may not be amended or terminated and the observance of any term of this Agreement may not be waived with respect to any Investor or Key Holder, as the case may be, without the written consent of such Investor or Key Holder unless such amendment, termination or waiver applies to all Investors or Key Holders, as the case may be, in the same fashion;

(e) the consent of the Key Holders shall not be required for any amendment or waiver if such amendment or waiver either (A) is not directly applicable to the rights of the Key Holders hereunder; or (B) does not adversely affect the rights of the Key Holders in a manner that is different than the effect on the rights of the other parties hereto;

(f) Schedule A hereto may be amended by the Company from time to time in accordance with Subsection 1.3 of the Purchase Agreement to add information regarding additional Purchasers (as defined in the Purchase Agreement) without the consent of the other parties hereto;

(g) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party; and

(h) Subsection 1.2(a) of this Agreement shall not be amended or waived without the written consent of SV; Subsection 1.2(b) of this Agreement shall not be amended or waived without the written consent of Moore Capital; Subsection 1.2(c) of this Agreement shall not be amended or waived without the written consent of Blackstone; Subsection 1.2(d) of this Agreement shall not be amended or waived without the written consent of a majority of shares of Common Stock then outstanding (not including the shares of Common Stock issuable upon conversion of the Preferred Stock); and Subsection 1.2(e) of this Agreement shall not be amended or waived without the written consent of the holders of each of (x) a majority of shares of Common Stock then outstanding (not including the shares of Common Stock issuable upon conversion of the Preferred Stock), and (y) a majority of shares of Preferred Stock then outstanding. The Company shall give prompt written notice of any amendment, termination, or waiver hereunder to any party that did not consent in writing thereto. Any amendment, termination, or waiver effected in accordance with this Subsection 8.8 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, termination or waiver. For purposes of this Subsection 8.8, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder parties specified, whether or not such

action by written consent makes explicit reference to the terms of this Agreement. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

8.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

8.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.11 Entire Agreement. This Agreement (including the Exhibits hereto), the Restated Certificate and the other Transaction Agreements (as defined in the Purchase Agreement) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

8.12 Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

> "THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates instruments, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this Subsection 8.12 of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Subsection 8.12 herein and/or the failure of the Company to supply, free of charge,

a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

8.13 Stock Splits, Stock Dividends, etc. In the event of any issuance of Shares of the Company's voting securities hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Subsection 8.12.

8.14 Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

8.15 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

8.16 Dispute Resolution. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "**AAA**"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in San Francisco, California, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party

witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Rules of Civil Procedure for the Superior Court of the State of Delaware, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for Northern District of California or any court of the State of California having subject matter jurisdiction.

8.17 Costs of Enforcement. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

8.18 Aggregation of Stock. All Shares held or acquired by a Stockholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

8.19 Spousal Consent. If any individual Stockholder is married on the date of this Agreement, such Stockholder's spouse shall execute and deliver to the Company a consent of spouse in the form of Exhibit B hereto ("**Consent of Spouse**"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Stockholder's Shares that do not otherwise exist by operation of law or the agreement of the parties. If any individual Stockholder should marry or remarry subsequent to the date of this Agreement, such Stockholder shall within thirty (30) days thereafter obtain his/her new spouse's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

[Signature Page Follows]

SCHEDULE A

INVESTORS

Name and Address

Moore Strategic Ventures, LLC
11 Times Square, New York, NY 10036

Shell Ventures, LLC
150 N. Dairy Ashford, Houston, TX 77079

TRIREC Ample Pte Ltd
6 Temasek Boulevard, #25-04, Suntec Tower Four, Singapore 038986

Hemi Ventures Fund I, L.P.
228 Hamilton Avenue, Third Floor, Palo Alto, CA 94301

Dreamwork International LTD.
Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands

Big Bend 55 Investments LLC
4441 Buena Vista St., Dallas, TX 75205

Joseph Gleberman
133 West 69th Street #2, New York NY 10023

Brian Kaminskey
95 Garner Lane, Bayshore, NY 11706

10066257 Canada Inc
2055 Rue de Bleury, Unit 401, Montreal Canada, H3A 2K2
Attention: Raed Al Masri

Andrew Perry
13 Tioga Pass, Short Hills, NJ 07078

ALM Holding
Apex Fund Services (Cayman) Ltd., One Artillery Court, 161a Shedden Road, Grand Cayman, Cayman Islands

Andrew Kaiser
100 Barclay St., Apt 29C, New York, NY 10007

Beagle Ventures LLC
1 Main Street #7B

Butternut Tree LLC
12 Roszel Road, Suite B102, Princeton, NJ 08540

Civilization 415 Investments L.P.
72 Townsend, Unit 707, SF, CA 94107

Civilization Ventures

Hibiscus 10 LLC
12 Roszel Road, Suite B102, Princetion, NJ 08540

Inherent Partners LP
510 LaGuardia Place, 5th Floor, NY, NY 10012

INVERSIONES CIELO ALTO CORP.
[Address]

INVERSIONES EL MONASTERIO CORP.
[Address]

Jerry I. Speyer
c/o TS, 45 Rockefeller Plaza, 7th Fl., NY, NY 10111

Jerry Michael
18 Gibson St., Cambridge, MA 02138

John de Souza
337 Parnassus Ave., SF, CA 94117

Khaled Hassounah
25 Boutwell St., San Francisco, CA 94124

Kraus Investment Partners LLC
720 Park Ave., #7a, NY, NY 10021

Michael Schmelzer
24 Labaw Way, Belle Mead, NJ 08502

New Ground Ventures II, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

Phobal 1 LLC
7307 Floranada Way, Delray Beach, FL 33446

Phobal 2 LLC
7307 Floranada Way, Delray Beach, FL 33446

Polismega Ltd.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile
Sanjeev Mehra Irrevocable Gift Trust
44 Mayfair Lane, Greenwich, CT 06831

Steyer - Taylor Revocable Trust
111 Sutter Street, SF, CA 94104

Sunil Bhilotra
Villa 37, Compound 126, Road 2905, Al-markh 529, Bahrain

TGM I, A Series Of TGM Funds, LP
PO Box 171305, Salt Lake City, UT 84117

Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover
8 Nelson Ridge Road, Princeton, NJ 08540

Todd Perry
34 Mountain Av., Maplewood, NJ 07040

Viservi Company Inc.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

WorldQuant Ventures LLC
1700 E Putnam Ave, Old Greenwich, CT 06870

CSC Growth, LLC
530 Lytton Ave, Suite 305, Palo Alto, CA 94301

ENEOS Innovation Partners Godo Kaisha
1-2, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-0004

EEI Fund 4 Investment Limited Partnership
5-11-1 Higashigotanda, Shinagawa-ku, Tokyo 141-0022, Japan

El Monasterio Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

Cielo Alto Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

NGV Co-Investment Fund, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

MKB Partners Fund II, Limited Partnership
1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

MKB Partners Fund II International, Limited Partnership

1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

PTT Public Company Limited
555 Vibhavadi Rangsit Road,
Chatuchak, Bangkok, Thailand,
10900

Robin Chemers Neustein
c/o Ernst & Young, 77 Water Street, 9th Floor, New York, NY 10005

SeedCo Capital
Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104
Cayman Islands

Determinant Capital
Cayman Corporate Centre, 27 Hospital Road George Town, Grand Cayman, KY1-9008, Cayman Islands

Tamarack FI Ample I LLC
12 Wooddale Road, Greenwich, CT 06830

Disruptive Innovation Fund, l.P.
200 State Street, Boston, MA 02109

Transform Ample, LP
708 Long Bridge St #1310 San Francisco 94158

Tamarack Global Opportunities I LP
12 Wooddale Road, Greenwich, CT 06830

XYZ Venture Capital Go Faster I, LP
2910 Lake Street
San Francisco, CA 94121

SMRT Ventures Pte Ltd
2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 4371671

Aypa Power Aggregator LP
345 Park Avenue
New York, NY 10154
Attention: Kush Patel

Banco Santander, S.A.
Ciudad Financiera Grupo Santander
Cantabria Avenue
28660 Boadilla del Monte
Madrid, Spain
c/o Jaime Ybarra Loring

SCHEDULE B

KEY HOLDERS

Name and Address	Number of Shares Held
Khaled Hassounah	**5,578,125**
John de Souza	**2,921,875**

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("**Adoption Agreement**") is executed on _____, 20__, by the undersigned (the "**Holder**") pursuant to the terms of that certain Amended and Restated Voting Agreement dated as of December [__], 2024 (the "**Agreement**"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "**Stock**")[or options, warrants, or other rights to purchase such Stock (the "**Options**")], for one of the following reasons (Check the correct box):

- ☐ As a transferee of Shares from a party in such party's capacity as an "Investor" bound by the Agreement, and after such transfer, Holder shall be considered an "Investor" and a "Stockholder" for all purposes of the Agreement.
- ☐ As a transferee of Shares from a party in such party's capacity as a "Key Holder" bound by the Agreement, and after such transfer, Holder shall be considered a "Key Holder" and a "Stockholder" for all purposes of the Agreement.
- ☐ As a new Investor in accordance with Subsection 8.1(a) of the Agreement, in which case Holder will be an "Investor" and a "Stockholder" for all purposes of the Agreement.
- ☐ In accordance with Subsection 8.1(b) of the Agreement, as a new party who is not a new Investor, in which case Holder will be a "Stockholder" for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock [Options], and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER: _____

By: _____
Name and Title of Signatory

Address: _____

_____

Facsimile Number: _____

ACCEPTED AND AGREED:

AMPLE, INC.

By: _____

Title: _____

EXHIBIT B

CONSENT OF SPOUSE

I, [_____], spouse of [_____], acknowledge that I have read the Amended and Restated Voting Agreement, dated as of December [__], 2024, to which this Consent is attached as Exhibit B (the "**Agreement**"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding the voting and transfer of shares of capital stock of the Company that my spouse may own, including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of capital stock of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of capital stock of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated:_____ _____

[*Name of Key Holder's Spouse*]

EXHIBIT G
FORM OF NOTICE OF RIGHT TO PARTICIPATE

AMPLE, INC.

NOTICE OF RIGHT TO PARTICIPATE

IMPORTANT – PLEASE READ IMMEDIATELY.

THIS CONFIDENTIAL LETTER ("**LETTER**") CONTAINS IMPORTANT INFORMATION ABOUT MATTERS THAT DIRECTLY AFFECT YOUR RIGHTS AS A STOCKHOLDER.

YOU ARE REQUESTED TO TAKE ACTION BEFORE **5:00 P.M., PACIFIC TIME, ON DECEMBER 31, 2024,** IF YOU ARE INTERESTED IN PARTICIPATING IN THE INITIAL CLOSING OF THE NOTE FINANCING, AND/ OR BY NO LATER THAN **12:00 P.M., PACIFIC TIME, ON JANUARY 17, 2025,** IF YOU ARE INTERESTED IN PARTICIPATING IN THE OUTSIDE CLOSING OF THE NOTE FINANCING.

REGARDLESS OF WHETHER YOU WISH TO PARTICIPATE IN THE NOTE FINANCING, YOU ARE REQUESTED TO SIGN AND SEND BACK TO THE COMPANY THE STOCKHOLDER CONSENT (DEFINED HEREIN) AND COUNTERPART SIGNATURE PAGES TO THE AMENDED INVESTOR AGREEMENTS (DEFINED HEREIN), AS FURTHER DESCRIBED HEREIN.

THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS BEING SUBMITTED TO THE PREFERRED STOCKHOLDERS OF AMPLE, INC., SOLELY FOR SUCH STOCKHOLDERS' CONFIDENTIAL USE.

THIS LETTER DOES NOT CONSTITUTE AN OFFER BY THE COMPANY TO SELL AND ISSUE SECURITIES OF THE COMPANY. ALL OFFERS AND SALES OF THE NOTES, EXCHANGE AND ISSUANCES OF THE SERIES C-2 PREFERRED STOCK AND SERIES C-3 PREFERRED STOCK WILL BE MADE PURSUANT TO DEFINITIVE PURCHASE DOCUMENTS.

December 18, 2024

TO: PREFERRED STOCKHOLDERS OF AMPLE, INC.

Re: Indication of Interest in the Convertible Promissory Note Financing

Dear Stockholder:

The Board of Directors (the "**Board**") of Ample, Inc., a Delaware corporation (the "**Company**"), has decided to raise additional capital pursuant to an offering (the "**Note Financing**") of up to $100,000,000 in unsecured convertible promissory notes (each, a "**Note**" and together the "**Notes**"), pursuant to the terms and conditions specified in a Note Purchase and Exchange Agreement (the "**Purchase Agreement**") and the form of Convertible Promissory Note (the "**Note**"), in substantially the forms attached hereto as Exhibit C, in order to fund the ongoing operations of the Company. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

This Letter is to notify you of your opportunity to participate in the Note Financing of the Company.

In connection with the Note Financing, the Board has approved and directed the Company to offer to each existing holder of the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and/or Series C-1 Preferred Stock, each with a par value of $0.0001 ("**Series A**", "**Series B**", "**Series C**", "**Series C-1**", respectively, and collectively, the "**Legacy Preferred Stock**") (each an "**Existing Stockholder**" and collectively, the "**Existing Stockholders**") that is an "*accredited investor*" under applicable federal securities laws (each an "**Accredited Stockholder**" and together, the "**Accredited Stockholders**") the opportunity to invest such Stockholder's pro rata amount in the Notes, subject to the terms and conditions of the Purchase Agreement ("**Rights Offering**"). The calculation of each Existing Stockholder's pro rata amount is described in more detail herein.

The Initial Closing is set to take place on January 3, 2025 (the "**Initial Closing**"), with one or more subsequent closings to occur no later than January 24, 2025 (the "**Outside Closing**").

If, after reading this Letter, you are interested in participating in the Note Financing, then please follow the instructions set forth at the end of this Letter. **You must contact the Company by no later than 5:00 P.M., Pacific Time, on December 31, 2024, if you are interested in participating in the Initial Closing of the Note Financing, and/ or by no later than 12:00 P.M., Pacific Time, on January 17, 2025, if you are interested in participating in the Outside Closing of the Note Financing.** Regardless of your intent to participate in the Note Financing, we request you return your signature to the Stockholder Consent, attached hereto as Exhibit B, and counterpart signature pages to each of the three Amended Investor Agreements, attached hereto as Exhibit D-2, Exhibit D-3 and Exhibit D-4, pursuant to the instructions set forth below.

Background of Note Financing.

A little over a year ago, the Board instructed the Company's senior management ("**Management**") to prioritize the pursuit and solicitation of additional financing in order to position the Company to recognize its projected future growth plans in light of the increasing and intensive capital costs required as it engaged more substantively with its commercial partners and geographic roll out in Spain and Japan. As part of this directive, the Board asked Management to consider various strategic, product and business milestones, the Company's available cash balance and its ability to manage its cash burn over an extended period of time against the need to meet its commitments and obligations with its growing number and deepening relationship with commercial partners. Management began an outreach to potential investors as well as

engaged the firm Altero to help with the fundraising process and actively explored potential equity and debt financing from potential investors, including both strategic and financial institutional investors.

On June 20, 2024, the Company closed a short-term unsecured note bridge financing in the aggregate amount of $3,745,000.00, pursuant to that certain Convertible Notes Purchase Agreement between the Company and certain existing investors (the "**June Notes Agreement**"). Per the June Notes Agreement, the investors are entitled to repayment by the Company of all unpaid principal (subject to certain conversion provisions, which repayment can occur at any time before the maturity date of December 20, 2024), as well as certain profit payments in the form of a cash payment (in an amount equal to six percent of the original principal amount) and an in-kind payment in the form of shares of the Company's Preferred Stock (in an amount to be determined pursuant to the June Notes Agreement). Of the $3,745,000.00 raised, an aggregate of $3,948,500.00 (including principal and accrued interest) has already been repaid to the lenders per their right and request. The delivery of the in-kind shares of Company's Preferred Stock is still outstanding and owed to these investors, and the Company currently expects to issue them an aggregate of 11,469 shares of the Company's Series C-1 Preferred Stock.

On August 7, 2024, the Company consummated an initial closing of the sale of its shares of Series C-1 Preferred Stock with Mitsubishi Corporation, raising in the aggregate $24,999,978.92 (the "**Series C-1 Extension Financing**").

The Company was working towards and believed imminent a second closing of this Series C-1 Extension Financing as late as November 2024. However, the overall performance of the electric vehicle market sector has been challenging and slowed the fundraising process. Additionally, the sale and implementation of the Company's battery swapping products, particularly to large customers or partners as has been the Company's target customers, often involves a lengthy education process, significant technical evaluation and ultimately a commitment of capital and other resources from both the Company and these partners. While the Company has achieved significant progress to date, the process has been subject to the typical delays associated with customer and partner internal budgeting and other procedures for approving capital expenditures, and testing and accepting new products and technologies that affect key operations. As a result, sales and implementation cycles for the Company's product has been lengthy. This in turn has led to a "wait and see" approach by many bona fide and otherwise capable and interested potential investors.

Nevertheless, the Company was able to engage with a bona fide potential lead investor for a new significant preferred stock financing and believed that such potential lead investor would be offering a term sheet to this effect; however, on December 2, 2024, the potential lead investor notified the Company it would not be able to meet the Company's timeline for raising capital.

Thereafter on December 4, 2024, one of the Company's existing investors and a holder of shares of Preferred Stock, Moore Strategic Ventures, LLC (the "**Lead Investor**") engaged in discussions with the Company to potentially lead a new convertible note financing which, after extensive negotiations over the last several days, resulted in an initial term sheet for the Note Financing. Over the course of the past several days, the Lead Investor and the Company continued to negotiate the term sheet and on December 10, 2024, the Board held a special Board meeting to consider and discuss the Company's current cash position, Management's efforts over the last several months to raise additional funds as summarized above, and then what as of that date, Management considered a final term sheet from the Lead Investor for the Note Financing for the Board's consideration and approval. After a number of questions from the Board members and a robust discussion, the Board approved a draft of the term sheet subject to certain additional modifications to be negotiated and finalized by Management with the Lead Investor. Thereafter, over the next few days the Company and the Lead Investor continued to finalize certain terms of the contemplated Note Financing in the term sheet and on December 11, 2024 (the "**Term Sheet**"), the Board approved the updated and definitive term sheet pursuant to which the definitive documentation relating to the Note Financing and the Rights Offering have now been finalized as further described herein.

As a condition to the consummation of the transaction, the Company will need to obtain approval from its existing stockholders, including its Legacy Preferred Stock. Such approval contemplates the Legacy Preferred Stock waiving their existing anti-dilution rights triggered by the Exchange and issuance of the pull-up shares; the Company is soliciting the requisite stockholder approval and waivers from the holders of the Legacy Preferred Stock pursuant to the terms hereof.

Reasons for the Transaction:

In the course of reaching its decision to approve the Note Financing and Rights Offering and the other transactions contemplated by the Purchase Agreement, the Board consulted with the Company's senior management and its financial and legal advisors. The Board reviewed a significant amount of information and considered a number of factors and potential benefits of the Note Financing, including, without limitation, the following, each of which it believed supported its decision:

- The ability of the capital to allow the Company to achieve significant milestones such as commercial vehicle deployments, government support through grants, and scaling production with the OEMs;
- The ability of the Lead Investor to close in a relatively quick timeframe meeting the Company's critical and urgent funding timeline.
- The belief of the Board that after extensive marketing efforts, the Note Financing terms represented the best terms obtainable and which would be offered by an investor at the present time; and
- The belief that the new funding offered in the Note Financing is more favorable to the existing Stockholders than any other alternative transaction reasonably available to the Company and its Stockholders at the present time.

After taking into account all of the factors set forth above, as well as others, the Board agreed that the benefits of the Note Financing outweigh the consequences in terms of the dilution to the existing Company's Stockholders' ownership upon any future conversion of the Notes into Next Round Securities (as defined herein), and the increase to the total liquidation preference of the Company's Preferred Stock through the Exchange (as defined herein), and that the Purchase Agreement and the Note Financing and other transactions contemplated thereby is advisable and in the best interests of the Company and the Stockholders. The Board has approved the Purchase Agreement, and the transactions contemplated thereby, including the sale of the Shares, and determined that the Transaction is fair to, advisable and in the best interests of, the Company and the Shareholders.

The foregoing discussion of the factors considered by the Board is not intended to be exhaustive, but rather includes the material information and factors considered by the Board in its consideration of the Note Financing. The Board collectively reached the decision to approve the Note Financing and declared its advisability in light of the factors described above and other factors that each member of the Board felt were appropriate. In view of the variety of factors, many of which are qualitative or difficult to quantify, and the quality and amount of information considered, the Board did not find it practicable to and did not make specific assessments of, quantify or otherwise assign relative weight to, the specific factors considered in reaching its determination. Individual members of the Board may have given different weight to different factors.

Business Update:

Over the past two years, the Company has achieved a number of significant accomplishments which have positioned it to be in a strong commercial position for 2025. The Company's focus over the past several months and for this coming year is on commercialization of its products, and early revenue generation, showcasing the transformative potential of Ample's energy delivery approach for electric vehicles.

The Company has forged strong partnerships with four major automakers: Daimler Truck, Toyota, Stellantis, and Mitsubishi Motors. The Company's modular battery swapping system is being integrated into vehicles at factories from Turin, Italy, to Kawasaki, Japan. These collaborations extend beyond technology, with the sales teams of these key Company partnerships actively engaging in turn large fleet customers to demonstrate how the combined offerings (OEM + Ample) will best overcome critical challenges in fleet electrification.

Over the past year, the Company has conducted successful demonstrations with major customers like Amazon, Yamato, and MK Taxi, deploying Ample-powered vehicles into their everyday operations. These multi-month pilot demonstrations logged tens of thousands of miles, performed hundreds of swaps, and achieved outstanding reliability and driver satisfaction. Some of these fleets are now gearing up to become customers of the Company in the first wave of commercial city deployments in 2025.

On the technology front, the Company is poised for rapid growth with its engineered and tested product. The final stage of the Company's battery module factory has passed final acceptance testing and the entire line is currently expected to be fully operational in Q1 2025, enabling the Company to scale production with 100% automation of the battery modules. Meanwhile, the Company's swapping station v2 is delivering exceptional performance in the field, achieving over 99% uptime. Battery swap times have dropped from 16 minutes in the Company's early Madrid product deployments to under 9 minutes today primarily through software updates, with a target time of 5 minutes.

With all these achievements, the Company believes it primed for 2025 to roll out its products to customers and begin achieving early revenue. The Company is targeting its product line to the electrification of some of the world's most significant fleets. The Company believes its approach promises not only rapid revenue growth, driven by high revenue per vehicle, but also a capital-efficient infrastructure model. By financing most of the Company's assets, the Company believes it is offering a uniquely capital-light solution, thereby significantly reducing the economic and operational hurdles of fleet electrification.

The Company is now in a position where it urgently needs additional funding to continue its operations and potentially raise a larger next series of Preferred Stock financing (the "**Series D Financing**") and ultimately deliver on its technology development and commercial goals. After extensive efforts to find an alternative financing option, as noted above, the **only available financing is the Note Financing**. The cash funding raised pursuant to the Note Financing is *required* to enable the Company to remain financially viable in the near term, and to fund its capital expenditure and working capital requirements over the next calendar year.

Key Terms of Note Financing.

THE DESCRIPTION OF THE TERMS OF THE NOTE FINANCING HEREIN IS ONLY A SUMMARY, DOES NOT PURPORT TO BE COMPLETE AND IS QUALIFIED IN ITS ENTIRETY BY THE ACTUAL TERMS PROVIDED IN THE DEFINITIVE NOTE FINANCING DOCUMENTS THAT ARE ATTACHED AS EXHIBIT C, AND THE PRO RATA SHARE AND SERIES EXCHANGE SHARE ALLOCATION SCHEDULE, AS SCHEDULE I, HERETO FOR YOUR REVIEW. THE DEFINITIVE NOTE FINANCING DOCUMENTS ARE SUBJECT TO CHANGE AND INTERESTED PARTIES WILL BE PROVIDED COPIES OF ANY FINAL DOCUMENTS FOR FURTHER REVIEW AND APPROVAL. YOU SHOULD THEREFORE CAREFULLY REVIEW THE ENTIRETY OF THIS LETTER AND THE ATTACHED SUMMARY OF TERMS AND THEN FOLLOW THE INSTRUCTIONS INCLUDED BELOW. PLEASE CONSULT WITH YOUR OWN LEGAL, TAX AND ACCOUNTING ADVISORS REGARDING THE CONSEQUENCES OF THE FINANCING AND THE RELATED TRANSACTIONS. THE COMPANY URGES EACH HOLDER OF LEGACY PREFERRED STOCK (AS DEFINED BELOW) TO CAREFULLY READ THIS LETTER AND THE DOCUMENTS

ATTACHED HERETO BEFORE TAKING ANY ACTION IN CONNECTION WITH THE NOTE FINANCING OR ANY OTHER TRANSACTIONS CONTEMPLATED THEREBY.

AS A RESULT OF THE NOTE FINANCING, THE LIQUIDATION PREFERENCES OF LEGACY PREFERRED STOCKHOLDERS WILL BE JUNIOR IN ITS RIGHTS TO LIQUIDATION PROCEEDS AND DIVIDENDS TO THE NEW SENIOR SERIES C-2 AND SERIES C-3 PREFERRED STOCK INTO WHICH SHARES OF LEGACY PREFERRED STOCK MAY BE EXCHANGED BY THE STOCKHOLDERS PARTICIPATING IN THE NOTE FINANCING. IN PARTICULAR, PREFERRED STOCKHOLDERS WHO PARTICIPATE IN THE NOTE FINANCING, EITHER AT THE INITIAL CLOSING, OR THE OUTSIDE CLOSING, AS THE CASE MAY BE, WILL HAVE THE OPPORTUNITY TO EXCHANGE THEIR SHARES OF LEGACY PREFERRED STOCK FOR THE SENIOR SERIES C-2 PREFERRED STOCK AND/OR SERIES C-3 PREFERRED STOCK UPON THE TERMS AND CONDITIONS DESCRIBED HEREIN AND IN THE PURCHASE AGREEMENT. ADDITIONALLY, THE NOTES ARE OFFERED AT A 33.3% DISCOUNT TO THE PRICE PER SHARE OF SECURITIES SOLD IN THE FINANCING AT WHICH THE NOTES CONVERT AND WILL RECEIVE A REPAYMENT OF 1.5 TIMES THE OUTSTANDING PRINCIPAL AMOUNT, PLUS ANY ACCRUED INTEREST, IN ANY CHANGE OF CONTROL OF THE COMPANY AND UNDER CERTAIN OTHER CIRCUMSTANCES WHILE THE NOTES ARE OUTSTANDING.

After careful consideration, the directors of the Board approved the Note Financing pursuant to the terms and conditions set forth in the Purchase Agreement and the exhibits thereto, including the following:

- Interest: The Notes shall accrue simple interest, at the rate of 10.0% per annum, from each such Note's applicable issuance date until the date of such Note's conversion or repayment.

- Maturity:

    - Unless converted or repaid before the eighteen (18) month anniversary of the date of the Initial Closing (the "**Maturity Date**"), or the Maturity Date is extended as described in the next paragraph, pursuant to the terms and conditions set forth in the Notes, the outstanding principal and any accrued but unpaid interest under the Notes shall be due and payable upon demand of the holders of a majority of the outstanding principal amount of indebtedness represented by all Notes issued under the Purchase Agreement, including the Lead Investor (collectively, the "**Majority Holders**"), at any time on or after the Maturity Date.

    - If the Company consummates, while the Notes remain outstanding, an equity financing that is not a Qualified Financing pursuant to which it sells shares of its Next Round Securities (defined below under "*Conversion at Qualified Financing*") in a transaction with an aggregate sales price of at least $100,000,000, excluding any and all indebtedness under the Notes or any other securities that are converted into Next Round Securities, and with the principal purpose of raising capital an "**Extended Maturity Date Nonqualifed Financing**"), and the Majority Holders do not elect to treat such equity financing as a Qualified Financing per their right as described below under "*Optional Conversion in a non-Qualified Financing*", then the Maturity Date will automatically be extended to be eighteen (18) months from the initial closing of such equity financing (the "**Extended Maturity Date**").

- Conversion at Qualified Financing: If, prior to the Maturity Date, the Company issues and sells shares of its preferred stock, par value $0.0001 (the "**Preferred Stock**") ("**Next Round Securities**") in a Qualified Financing (as defined below), then the Notes shall convert into Shadow

Securities (as defined below) at a price per share that 66.7% of the price per share paid for each share of the Preferred Stock purchased by the investors in the Qualified Financing. "**Qualified Financing**" means a bona fide equity financing pursuant to which the Company sells shares of its Preferred Stock with an aggregate sales price of not less than $150,000,000, excluding any and all indebtedness under the Notes or any other convertible securities that are converted into Preferred Stock at such Qualified Financing, and with the principal purpose of raising capital. "**Shadow Securities**" means a newly created series of capital stock having the identical rights, privileges, preferences and restrictions as Next Round Securities issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the per share liquidation preference and the conversion price for purposes of price-based anti-dilution protection, which will equal the conversion price; and (ii) the per share dividend, which will be the same percentage of the conversion price as applied to determine the per share dividends of new investors in the Qualified Financing relative to the purchase price paid by such investors.

- Optional Conversion in a non-Qualified Financing: If, prior to the Maturity Date, the Company issues and sells Next Round Securities in a bona fide equity financing in a transaction with the principal purpose of raising capital but that does not constitute a Qualified Financing, then the Majority Holders may elect on behalf of and binding upon all holders of the Notes to treat such equity financing as a Qualified Financing.

  If the Company an "Extended Maturity Date Nonqualifed Financing" as described above, but the Majority Holders do not elect to treat such equity financing as a Qualified Financing, then the Maturity Date will automatically be extended one time to the Extended Maturity Date.

- Change of Control: In the event of a Change of Control (as defined below) prior to a Qualified Financing, immediately prior to such Change of Control, the Company shall repay each holder of a Note cash in an amount equal to 1.5 times (1.5x) the outstanding principal amount of such Note plus any unpaid accrued interest on the original principal as of such date. "**Change of Control**" means the liquidation, dissolution, winding-up, or the merger, acquisition, sale of voting control or sale of substantially all of the assets of the Company in which the stockholders of the Company do not own a majority of the outstanding shares of the surviving corporation.

- Pre-Payment: The principal and accrued interest may not be prepaid unless approved in writing by the Majority Holders; provided that if the Notes are prepaid, each Holder shall receive a cash repayment equal to (x) 1.5 times (1.5x) the outstanding principal, and (y) unpaid accrued interest, unless otherwise agreed by the Majority Holders.

- Pro Rata Right to Invest, and Right to Oversubscribe:

  Pro Rata Amount. Each Accredited Stockholder shall be entitled to purchase its pro rata amount of Notes having an aggregate principal amount of $74,762,730, and which pro rata amount will equal the sum of, and based on each series of Legacy Preferred Stock owned by such Accredited Stockholder, the product of (i) the ratio of (a) the number of shares of such series Legacy Preferred Stock held by such Accredited Stockholder immediately prior to the initial closing of the Note Financing to (b) the total number of outstanding shares of such series of Legacy Preferred Stock immediately prior to such closing, multiplied by (ii) the applicable Series Exchange Dollar Allocation for such series of Legacy Preferred Stock (as defined below) (such sum, an Accredited Stockholder's "**Pro Rata Amount**"). Please see Schedule I attached hereto for a calculation of your Pro Rata Amount.

Oversubscription Right. If, following January 17, 2025, Accredited Stockholders have not elected to purchase the full Series Exchange Dollar Allocation (defined below) for such series, then Accredited Investors who have delivered an Indication of Interest to the Company prior to January 17, 2025 which specifically express a desire to purchase a Note(s) in excess of their Pro Rata Amount shall have the right to invest in the Note Financing on a pro rata basis (determined on a comparable basis to the Pro Rata Amount formula set forth above and based on the remaining aggregate amount of Series Exchange Dollar Allocation and amount which all other Accredited Investors have delivered Indications of Interest for in excess of their respective Pro Rata Amounts (the amount of each party's oversubscription)). For the avoidance of doubt (i) no Accredited Stockholder shall have the right to invest more than its Pro Rata Amount until the final closing of the Note Financing and (ii) the oversubscription right is only for shares of Series C-3 Preferred Stock.

Assignment Right. Subject to the Company's approval, each Accredited Stockholder may assign, in whole or in part, its right to purchase all or a portion of its Pro Rata Amount (and oversubscription right) to one or more of its affiliates.

- Share Exchange Right:

General. In addition to receiving a Note for its investment in the Note Financing, an Accredited Stockholder shall have the right (but not the obligation) to exchange a certain number of its Legacy Preferred Stock for either:

(i) shares of a newly designated Series C-2 Preferred Stock of the Company (the "**Series C-2**"), with respect to any Note purchased at the initial closing of the Note Financing, or

(ii) shares of a newly designated Series C-3 Preferred Stock of the Company (the "**Series C-3**"), with respect to any Note purchased after the initial closing, including any Note purchased upon exercise of an Accredited Investor's oversubscription right described above (in each case, such Series C-2 and Series C-3 exchange being an "**Exchange**").

Please see further below for a description of the material terms, rights, preferences and privileges of the Series C-2 and Series C-3, including how the liquidation preference for the Series C-2 is higher than that of the Series C-3.

In the event an Accredited Stockholder assigns its right to participate in the Note Financing to an affiliate, then such Accredited Stockholder shall maintain its right to participate in an Exchange in the same manner as if it participated in the Note Financing in lieu of such affiliate. Such right to participate in an Exchange shall not be assignable or transferable.

Exchange Formula.

Subject to the applicable Series Exchange Share Allocations described below, each Accredited Stockholder purchasing a Note (or whose permitted assign purchases a Note), may elect to participate in an Exchange as follows:

- For each full $5.766 invested in a Note, they may exchange 0.86 shares (rounded down to the nearest whole share) of Series C-1 for 1 share of Series C-2 or 1 share of Series C-3 (depending on if such Note is issued at the initial closing or a subsequent closing of the Note Financing as noted above);

- For each full $6.705 invested in a Note, exchange 1 share of Series C for 1 share of Series C-2 or 1 share of Series C-3 (depending on if such Note is issued at the initial closing or a subsequent closing of the Note Financing as noted above);

- For each full $11.174 invested in a Note, exchange 1 share of Series B for 1 share of Series C-2 or 1 share of Series C-3 (depending on if such Note is issued at the initial closing or a subsequent closing of the Note Financing as noted above); and

- For each full $16.762 invested in a Note, exchange 1 share of Series A for 1 share of Series C-2 or 1 share of Series C-3 (depending on if such Note is issued at the initial closing or a subsequent closing of the Note Financing as noted above).

Annex 1 hereto sets forth an illustration of the above Exchange mechanics.

In the event an Accredited Stockholder holds more than one series of Legacy Preferred Stock, subject to the Series Exchange Share Allocation, any shares of Series C-1 held by such Accredited Stockholder will be exchanged first, any shares of Series C held by such Accredited Stockholder will be exchanged second, any shares of Series B held by such Accredited Stockholder will be exchanged third, and any shares of Series A held by such Accredited Stockholder will be exchanged fourth, in each case up to such Accredited Stockholder's respective pro rata share of the Series Exchange Share Allocation for such series, as set forth on Schedule I hereto, except in connection with the Outside Closing where an Accredited Investor purchases a Note based on its exercise of its oversubscription right above its Pro Rata Amount. In the event of such oversubscription, an Accredited Investor shall be entitled to exchange more shares of its Legacy Preferred Stock in the Outside Closing than its pro-rata share of the Series Exchange Share Allocation, based on the Exchange sequence described above, its pro rata share of such remaining Legacy Preferred Stock in relation to other stockholders, and the amount of its oversubscription of Notes.

The foregoing exchange related rights of Accredited Stockholders are subject to the following limits: only $74,762,730 in Note investments in the aggregate may be applied towards the Exchanges, and no more than the following number of shares of each series of Legacy Preferred Stock may be exchanged in the Exchanges (each, a "**Series Exchange Share Allocation**"):

- Up to 1,422,448 shares (i.e., up to $ $9,536,942 in principal amount of Notes (the "**Series C-1 Exchange Dollar Allocation**")) of the Series C-1.

- Up to 4,772,834 shares (i.e., up to $31,999,943 in principal amount of Notes (the "**Series C Exchange Dollar Allocation**")) of the Series C.

- Up to 1,036,001 shares (i.e., up to $11,576,617 in principal amount of Notes (the "**Series B Exchange Dollar Allocation**")) of the Series B.

- Up to 1,291,604 shares (i.e., up to $21,649,228 in principal amount of Notes (the "**Series A Exchange Dollar Allocation**" and together with each of the Series C-1 Exchange Dollar Allocation, Series C Exchange Dollar Allocation and Series B Exchange Dollar Allocation, a "**Series Exchange Dollar Allocation**")) of the Series A.

Each Existing Stockholder's maximum Series Exchange Share Allocation (the number of shares of Legacy Preferred Stock which may be exchanged for Series C-2 or C-3), based on an investment of such Stockholder's full Pro Rata Amount, is set forth on Schedule I.

In no event will an Existing Stockholder be permitted to exchange shares of a series of Legacy Preferred Stock in excess of the applicable Series Exchange Share Allocation for such series, and in no event shall an amount invested in a Note be applied more than once in the Exchanges.

In the event any Accredited Stockholder (or permitted assign) does not invest their full Pro Rata Amount, and another Accredited Stockholder (or permitted assign) invests more than their full Pro Rata Amount pursuant to the oversubscription right described above, such oversubscribing Accredited Investor (or affiliate of such permitted assign) shall be permitted, in connection with the Outside Closing, to participate in an Exchange (for Series C-3 shares), on a relative pro rata basis with other over-subscribing Accredited Investors and subject to the applicable Series Exchange Share Allocation for such series.

- Common Stockholders: Stockholders of the Company's Common Stock, par value $0.0001 per share (the "**Common Stock**") will not be offered the right to purchase Notes.

Summary of the Amended Investor Agreements and Certificate of Incorporation.

Below is a summary of certain of the rights, preferences and privileges of the Exchange Preferred, but the below may not contain all of the information that may be important to you. The Company urges you to read the Purchase Agreement, the Restated Certificate, and each Amended Investor Agreement (as defined below) carefully and in their entirety to review all terms of the shares of Series C-2 and Series C-3 (sometimes collectively, the "**Exchange Shares**").

The Exchange Shares offered in the Exchange carry a 1.5x non-participating liquidation preference (with respect to the Series C-2 Preferred Stock) and a 1x non-participating liquidation preference (with respect to the Series C-3 Preferred Stock) and are senior to the Non-Convertible Preferred Stock and Common Stock. In the event of any liquidation or winding up of the Company, the holders of Exchange Shares are entitled to receive, preceding any payments to the holders of Non-Convertible Preferred Stock, an amount equal to the original issue price per share, plus any declared and unpaid dividends, if any.

- Restated Certificate. The Company's existing Amended and Restated Certificate of Incorporation (the "**Restated Certificate**") will be amended and restated immediately prior to the Initial Closing of the sale of Notes to reflect, among other things, the following revised terms and in substantially the form attached hereto as Exhibit D-1.

- Liquidation Preferences on a Deemed Liquidation Event. Subject to a potential pro rata reduction in the liquidation preferences of the holders of Preferred Stock pursuant to the terms of the Carve Out Plan (defined and described below), in the event of a Deemed Liquidation Event (as defined in the Restated Certificate):

    - the holders of shares of Series C-2 shall be entitled to receive, prior and in preference to the holders of the Legacy Preferred Stock, an amount per share equal to the greater of (x) 1.5 times (1.5x) the Series C Original Issue Price (as defined in the Restated Certificate, i.e. $33.523 per share), plus any accumulated but unpaid dividends thereon, and (y) such amount as such holders would have received had all such shares been converted into shares of Common Stock (the "**Series C-2 Preference**"); and

    - the holders of shares of Series C-3 shall be entitled to receive, prior and in preference to the holders of the Legacy Preferred Stock, an amount per share equal to the greater of (x) 1.0 times (1.0x) the Series C Original Issue Price, plus any accumulated but unpaid

dividends thereon and (y) such amount as such holders would have received had all such shares been converted into shares of Common Stock (the "**Series C-3 Preference**").

- For the avoidance of doubt, the Series C-2 and the Series C-3 shall be *pari passu*, but senior in preference to the holders of all other Legacy Preferred Stock and Common Stock.

- Price-Based Anti-Dilution Protection. The Exchange Shares will have full-ratchet anti-dilution protection beginning with the original issue date of the Exchange Shares, and ending on the closing of the next bona fide equity financing pursuant to which the Company sells shares of preferred stock in a transaction, in one or more closings, with the principal purpose of raising capital that results in aggregate sales proceeds of at least $150,000,000, and thereafter the Series C-2 and Series C-3 will have standard broad-based weighted-average anti-dilution protections.

- Other Key Terms. The Exchange Shares carry the same conversion and voting terms and rights as the Existing Stock. The Exchange Shares are freely convertible into shares of Common Stock at the option of the holder at the applicable conversion ratio as set forth in the Restated Certificate.

- Voting Agreement. The Company's existing Amended and Restated Voting Agreement will be amended and restated immediately prior to the Initial Closing of the sale of Notes (as such, the "**Voting Agreement**") to reflect, among other things, the following revised terms and in substantially the form attached hereto as Exhibit D-2.

  Board of Directors: Prior to the Initial Closing, the Common Independent Director (as defined in the Voting Agreement) will be revised to be an at-large seat designated by any member of the Board and approved by a majority of the other members of the Board, including at least one Common Director (as defined in the Voting Agreement).

  Sales Process Right: Upon the earlier of (i) September 30, 2025 and (ii) such time as the Company has less than $15,000,000 in cash or cash equivalents (in respect of which time the Company shall provide written notice to the Electing Holders (defined below) within ten (10) business days), upon written notice to the Company from the holders of a majority of the outstanding shares of Series C-2 Preferred Stock (voting together as a single class), including the Lead Investor (the "**Electing Holders**"), the Company shall initiate a bona fide process (the "**Sale Process**") intended to result in a Sale of the Company (as defined in the Voting Agreement), including, if requested by the Electing Holders, the hiring of investment bankers chosen by the Company and the Lead Investor. Such written notice shall include a designation of one individual (the "**Holder Representative**") to act on behalf of the Electing Holders in connection with the Sale Process which will be designated by the Lead Investor.

  Drag-Along Covenant. The drag-along provisions in the voting agreement to remain unchanged, provided that only in connection with a Change of Control resulting from a Sale Process Right initiated upon the election of the Electing Holders, the drag-along may be triggered only by a majority of the outstanding shares of Preferred Stock, voting together on an as-converted basis, including a majority of the Series C-2 and Series C-3 which must include the Lead Investor.

  Acknowledgment of Waiver or Decrease in Liquidation Preference resulting from Carve Out Plan. The stockholders acknowledge that the respective liquidation preferences of the shares of Preferred Stock are subject to a reduction (on a pro rata basis in the same proportion as amounts are payable on such shares) in connection with a Company dissolution, Change of Control or other Deemed Liquidation Event, with such reduction to equal the bonus pool amount payable under the Carve Out Plan (defined below), and each stockholder agrees to vote as needed to effect such reduction

in, or waiver of, their proportionate amount of Preferred Stock liquidation preference in connection with such later event.

- Other Amended Investor Agreements. Each of the Company's existing Amended and Restated Voting Agreement (as such, the "**Investors Rights Agreement**"), and Amended and Restated Right of First Refusal and Co-Sale Agreement (as such, the "**ROFR Co-Sale Agreement**", and together with the Voting Agreement and the Investors' Rights Agreement, the "**Amended Investor Agreements**") will be amended and restated immediately prior to the Initial Closing of the sale of Notes in each case to reflect the new Series C-2 and Series C-3, and in substantially the form attached hereto as Exhibit D-3, and Exhibit D-4, respectively.

The above descriptions represent a summary of the Restated Certificate and the Amended Investor Agreements and are qualified in their entirety by reference to the definitive forms of such documents attached hereto as Exhibits D-1 (Restated Certificate), Exhibit D-2 (Voting Agreement), Exhibit D-3 (Investors' Rights Agreement), and Exhibit D-4 (ROFR Co-Sale Agreement).

Management Carve Out Plan

As a condition to the Initial Closing of the Note Financing, the Purchase Agreement requires that the Company adopt a management sales bonus plan (the "**Carve Out Plan**") pursuant to which each officer and certain employees of the Company designated by the Common Directors (the "**Bonus Pool Participants**") will be entitled to share in the Carve Out Plan, which Carve Out Plan bonus shall be paid after any secured or unsecured claims in a Deemed Liquidation Event (as defined in the Restated Charter) and as further described in the Carve Out Plan.

The Carve Out Plan is a condition to the Initial Closing. Following the Initial Closing, the Bonus Pool Participants and allocations for such individuals will be determined by the Common Directors, other than allocations to the Common Directors which will require the approval of the Board.

The Carve Out Plan provides that in the event of a Deemed Liquidation Event resulting in gross consideration that may be payable by the acquirer (including, without limitation, any contingent consideration and any cash to be distributed to the Company's stockholders) ("**gross proceeds**"), and before reduction of any Company indebtedness, transaction expenses or other liabilities (other than any premium, multiple return or similar amounts payable on such liabilities) ("**adjusted gross proceeds**") of less than $300,000,000, the bonus pool for the Carve Out Plan will be calculated as an amount equal to 5% of gross proceeds in the Deemed Liquidation Event. Additionally, in the event of a Deemed Liquidation Event resulting in gross proceeds of $300,000,000 or more, the bonus pool will be calculated as an amount equal to 10% of adjusted gross proceeds in the Deemed Liquidation Event; provided in each case that any proceeds received by holders of Common Stock (other than (i) certain holders of Preferred Stock who convert to Common Stock and (ii) holders of Common Stock or warrants to purchase Common Stock who are set forth on Exhibit A of the Carve Out Plan) or options to acquire Common Stock in the Deemed Liquidation Event shall be deducted from the bonus pool amount otherwise payable to the Bonus Pool Participants under the Carve Out Plan. The Carve Out Plan is to be funded on a pro rata basis by the holders of Preferred Stock at the time of the Deemed Liquidation Event, based on the payments which would otherwise be due to such holders of Preferred Stock in such Deemed Liquidation Event.

A copy of the Carve Out Plan is available upon written request to the Company.

Company Background – Historical Financings.

The Company was incorporated on October 30, 2014, to develop a new energy delivery solution for electric vehicles.

- Between October 30, 2014, and July 17, 2018, the Company raised an aggregate of $23,449,982.56 from the sale and issuance of its Series A, at a price per share of $6.0060, and an aggregate of $5,116,174 from the sale and issuance of SAFEs.

- Between February 13, 2020, and October 29, 2020, the Company raised an aggregate of $34,729,852.05 from the sale and issuance of its Series B, at a price per share of $10.044.

- Between June 25, 2021, and August 24, 2021, the Company raised an aggregate of $159,999,714.25 from the sale and issuance of its Series C Preferred Stock, at a price per share of $33.5230.

- On October 29, 2021, the Company raised an aggregate of $29,999,943.52 from the sale and issuance of its Series C-1 Preferred Stock, at a price per share of $38.9800.

- On June 20, 2024, the Company raised an aggregate of $3,745,000.00 pursuant to a short-term unsecured note bridge financing.

- On August 7, 2024, the Company extended its Series C-1 round and raised an aggregate of $24,999,978,92 from the sale and issuance of its Series C-1 Preferred Stock, at a price per share of $38.9800.

The Company is a pre-revenue company, and has incurred net operating losses over the last three fiscal years as follows:

- In 2023, the Company had net operating loss of $64,696,000.00.

- In 2022, the Company had a net operating loss of $40,588,000.00.

- In 2021, the Company had a net operating loss of $24,354,000.00.

Financial Statements.

Attached hereto as Schedule II is the Company's unaudited financial statements (balance sheet and income statement) for the fiscal year ended December 31, 2023, and for the nine-month period ending September 30, 2024 (the "**Financial Statements**"). The Financial Statements have been prepared in accordance with generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods indicated and with each other, except that the unaudited Financial Statements may not contain all footnotes required by GAAP. The Financial Statements fairly present the financial condition and operating results of the Company as of the dates, and for the periods indicated therein, subject in the case of the unaudited Financial Statements to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Company has no material liabilities, contingent or otherwise, other than (a) liabilities incurred in the ordinary course of business subsequent to September 30, 2024 and (b) obligations under contracts and commitments incurred in the ordinary course of business and not required under GAAP to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate, are not material to the financial condition or operating results of the Company.

Board Approvals; Interested Party Transactions.

The Board is currently comprised of James McIntyre, Robert Linck, Bilal Khan, Khaled Hassounah, and John de Souza. The Board believes that the capital raised as a result of the Note Financing is required to help the Company to remain financially viable and operating in the near term, and that the Company needs such capital in order to fund the working capital requirements of the Company.

Pursuant to Section 144 of the Delaware General Corporation Law, no contract or transaction between the Company and any other corporation, partnership, association or other organization in which one or more of the officers or directors of the Company is an officer or director of, or has a financial interest in (any such party is referred to herein individually as an "**Interested Party**," or collectively as the "**Interested Parties**," and any such contract or transaction is referred to herein as an "**Interested Party Transaction**"), shall not be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders, or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders.

James McIntyre, a director of the Company, is also a director of and may have an economic interest in, Moore Strategic Ventures, LLC, an existing holder of the Company's preferred stock, and a potential purchaser of convertible promissory notes in the Note Financing, such that James McIntyre may be an Interested Party, and the Note Financing may be an Interested Party Transaction.

Robert Linck, a director of the Company, is also an officer of and may have an economic interest in, Shell Ventures, LLC, an existing holder of the Company's preferred stock, and a potential purchaser of convertible promissory notes in the Note Financing, such that Robert Linck may be an Interested Party, and the Note Financing may be an Interested Party Transaction.

Bilal Khan, a director of the Company, is also an officer of and may have an economic interest in, Aypa Power Aggregator LP, an existing holder of the Company's preferred stock, and a potential purchaser of convertible promissory notes in the Note Financing, such that Bilal Khan may be an Interested Party, and the Note Financing may be an Interested Party Transaction.

Khaled Hassounah, a director, and officer of the Company, may have an economic interest in the Note Financing, such that Khaled Hassounah may be an Interested Party, and the Note Financing may be an Interested Party Transaction. In particular, it is contemplated the Mr. Hassounah will be a participant in the Carve Out Plan to be adopted and implemented as a condition to the Initial Closing providing for a portion of any future proceeds from a sale or other Deemed Liquidation Event involving the Company to be paid to the participants in such plan in preference to all Stockholders.

John de Souza, a director, and officer of the Company, may have an economic interest in the Note Financing, such that John de Souza may be an Interested Party, and the Note Financing may be an Interested Party Transaction. In particular, it is contemplated the Mr. de Souza will be a participant in the Carve Out Plan to be adopted and implemented as a condition to the Initial Closing providing for a portion of any future proceeds from a sale or other Deemed Liquidation Event involving the Company to be paid to the participants in such plan in preference to all Stockholders.

The members of the Board are aware of the material facts related to the Note Financing and have had an adequate opportunity to ask questions regarding, and investigate the nature of, the relationships and/or interests of the Interested Parties with and in the Company in connection therewith.

The Board approved the Note Financing, the Restated Certificate and the Amended Investor Agreements, among other things, on December 18, 2024, after deeming it advisable and in the best interests of the Company and its stockholders to issue the unsecured convertible promissory notes pursuant to the terms and conditions of the Term Sheet, and believes it to be appropriate for the Company, based upon the Board's inquiry concerning the Company's financing objectives and financial situation.

Stockholder Approval via Stockholder Resolutions.

The Company is hereby seeking the approval of the stockholders of the Company for the Note Financing, the Restated Certificate and the Amended Investor Agreements, among other matters described therein, by written consent in lieu of a meeting pursuant to the resolutions set forth in the Written Consent of the Stockholders attached hereto as Exhibit B.

DOCUMENT EXECUTION INSTRUCTIONS.

IF YOU WOULD LIKE TO RECEIVE ADDITIONAL INFORMATION ABOUT PARTICIPATING IN THE NOTE FINANCING, WE ASK THAT YOU TAKE THE FOLLOWING ACTIONS AT YOUR EARLIEST CONVENIENCE, BUT IN NO EVENT LATER THAN DECEMBER 31, 2024, IF YOU ARE INTERESTED IN PARTICIPATING IN THE INITIAL CLOSING, AND NO LATER THAN JANUARY 17, 2025, IF YOU ARE INTERESTED IN PARTICIPATING IN THE OUTSIDE CLOSING.

IN ADDITION, THE COMPANY REQUIRES THAT YOU COMPLETE AND RETURN TO US THE **INDICATION OF INTEREST** ATTACHED HERETO AS **EXHIBIT A**. PRIOR TO THE INITIAL CLOSING, YOU WILL BE SENT FINAL EXECUTION DRAFTS OF THE NOTE FINANCING DOCUMENTS. PLEASE NOTE THAT THE INDICATION OF INTEREST INCLUDES AN ELECTION TO INVEST YOUR PRO RATA SHARE OF THE NOTE FINANCING, CALCULATED AS SET FORTH BELOW ON THE SCHEDULE OF PRO RATA SHARE AND SERIES EXCHANGE SHARE ALLOCATION, ATTACHED HERETO AS SCHEDULE I, OR REQUEST TO INVEST MORE OR LESS THAN SUCH ALLOCATION.

Please review this Letter and the enclosed materials carefully. You should be aware that any investment in the Company will be speculative. While both management and the Board are committed to the Company's technology and strategic direction, there can be no assurance that the Company's technology will be widely accepted or that its business will be successful. There can be no assurance that the Note Financing will provide sufficient funds for operations of the Company until an additional financing, including a contemplated Series D Financing. You should carefully consider these and other risks when deciding whether or not to participate in the Note Financing.

If you are interested in participating in the Note Financing, please complete and return the attached Indication of Interest. **If you do not respond to this Letter by 5:00 p.m., Pacific Time, on December 31, 2024, with respect to the Initial Closing, and by 12:00 p.m., Pacific Time, on January 17, 2025, with respect to the Outside Closing, then the Company will assume that you do not want to participate in the Note Financing.** If you indicate your intention to participate, we will follow up with you regarding logistics prior to the Initial Closing.

Regardless of your participating in the Note Financing, the Company requests that you return to the Company signed (i) the Stockholder Consent, and the (ii) counterpart signature pages to the Voting

Agreement, the Investors' Rights Agreement and the ROFR Co-Sale Agreement, at mcateriano@ample.com.

Upon receipt of your properly completed Indication of Interest, including your acknowledgment of and agreement to the confidentiality provisions set forth thereon, we will provide you with an appropriate signature packet for the applicable Note Financing documents, and instructions as to where and when to send your wire transfer(s) to the Company should you choose to participate. We reserve the right to exclude any stockholder from the Note Financing as necessary to comply with applicable laws. **YOU ARE STRONGLY URGED TO CAREFULLY REVIEW THE INFORMATION CONTAINED IN THIS NOTICE AND THE ENCLOSED MATERIALS WITH YOUR OWN LEGAL COUNSEL AND FINANCIAL ADVISORS. YOU SHOULD NOT CONSTRUE THE CONTENTS OF THIS NOTICE OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM OR WITH THE COMPANY AS LEGAL, TAX, OR INVESTMENT ADVICE. NEITHER THE COMPANY, THE BOARD, THE COMPANY'S MANAGEMENT NOR ANY REPRESENTATIVES OR ADVISORS OF THE COMPANY IS MAKING ANY RECOMMENDATION WHETHER OR NOT YOU SHOULD PARTICIPATE IN THE NOTE FINANCING**. In addition, the Company reserves the right to terminate the Note Financing and/or reject any Indication of Interest, in whole or in part, at any time.

Please note that the information contained in this letter is confidential and should not be distributed or disclosed to any parties other than your legal or financial advisors.

We appreciate your prompt attention to this important matter and thank you for your continued support of the Company. I invite you to contact me or Marianella Cateriano, Head of Finance, by email at jdesouza@ample.com and mcateriano@ample.com with any questions you may have about the status of the Company's business (as well as any other matters relating to the Company, its financial condition and its prospects) and the Note Financing.

Very truly yours,

AMPLE, INC.

_____
Name: John de Souza
Title: President

EXHIBIT A

AMPLE, INC.

INDICATION OF INTEREST

Reference is hereby made to that certain Notice of Right to Participate Letter, dated as of December 18, 2024 (the "**Rights Offering Notice**"). Capitalized terms used but not defined in this Non-Binding Indication of Interest shall have the meanings set forth in the Rights Offering Notice.

Name of Stockholder (Please print): _____

Initial Closing (Deadline to Notify Company: December 31, 2024). Please check only ONE of the following three choices:

☐ I wish to participate in the Initial Closing of the Note Financing for my Pro Rata Amount.

☐ I wish to participate in the Initial Closing in the Note Financing for less than my Pro Rata Amount in the amount of $_____.

☐ I wish to participate in the Initial Closing in the Note Financing for my Pro Rata Amount and I wish to purchase an amount above my Pro Rata Amount in the Outside Closing for an aggregate purchase amount of $_____ (inclusive of my Pro Rata Amount).

☐ I do not wish to participate in the Initial Closing of the Note Financing.

Outside Closing (Deadline to Notify Company: January 17, 2025). Please check only ONE of the following three choices:

☐ I wish to participate in the Outside Closing of the Note Financing for my Pro Rata Amount.

☐ I wish to participate in the Outside Closing in the Note Financing for less than my Pro Rata Amount in the amount of $_____.

☐ I wish to participate in the Outside Closing in the Note Financing for my Pro Rata Amount and I wish to purchase an amount above my Pro Rata Amount in the Outside Closing for an aggregate purchase amount of $_____ (inclusive of my Pro Rata Amount).

☐ I do not wish to participate in the Note Financing.

Please check only ONE of the following two choices, ONLY IF you have participated in the Note Financing:

☐ I wish to Exchange shares of my Legacy Preferred Stock for shares of Senior Preferred Stock, subject to the limitations set forth in the definitive documents.

☐ I do not wish to participate in the Exchange.

The undersigned acknowledges that this Indication of Interest does not in itself bind the undersigned to purchase, or the Company to offer the undersigned an opportunity to participate in the Note Financing. The purchase and sale of the Notes and any exchange of Legacy Preferred Stock for shares of Series C-2

Preferred Stock and/or Series C-3 Preferred Stock is contingent upon the execution of the definitive Note Financing documents, by the undersigned. The Company reserves the right to exclude any investor from the Note Financing as necessary to comply with all applicable laws. Any exclusion of interested investors need not be pro rata. All interested parties who submit this Indication of Interest and elect to participate in the Note Financing will be provided with further instructions regarding review and execution of the Note Financing documents and the respective closing in which the party will participate.

The Company has advised me to consult my personal tax and/or financial advisor before making any decision about the offer.

_____ Name of Stockholder Signature:_____ Print Name:_____ Title: Authorized Signatory_____	Contact Information: To contact me with respect to my investment in the Company, please contact: Address:_____ _____ Telephone:_____ Email:_____

RETURN THIS SIGNED ELECTION NOTICE AND YOUR SIGNED STOCKHOLDER CONSENT, AND PURCHASE AGREEMENT NO LATER THAN 5:00 P.M., PACIFIC TIME, ON DECEMBER 31, 2024 WITH RESPECT TO YOUR PARTICIPATION IN THE INITIAL CLOSING, AND NO LATER THAN 12:00 P.M., PACIFIC TIME, ON JANUARY 17, 2025 WITH RESPECT TO YOUR PARTICIPATION IN THE OUTSIDE CLOSING, TO MARIANELLA CATERIANO AT AMPLE, INC. VIA EMAIL TO MCATERIANO@AMPLE.COM.

EXHIBIT B

STOCKHOLDER CONSENT

(TO BE EXECUTED)

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the date set forth below.

STOCKHOLDER:

_____

(Print name)

_____

(Signature)

_____

(Print name of signatory, if applicable)

_____

(Print title of signatory, if applicable)

_____

(Date)

EXHIBIT C

NOTE PURCHASE AND EXCHANGE AGREEMENT
(AND DISCLOSURE SCHEDULES)

EXHIBIT D-1

FORM OF
RESTATED CERTIFICATE OF INCORPORATION

EXHIBIT D-2

FORM OF
AMENDED AND RESTATED VOTING AGREEMENT

EXHIBIT D-3

FORM OF
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

EXHIBIT D-4

FORM OF
AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

SCHEDULE I

PRO RATA SHARE AND SERIES EXCHANGE SHARE ALLOCATION

MAXIMUM OFFERING AMOUNT: $74,762,730

Name	Pro Rata Shares Total Available for Series Exchange Share Allocation	Pro Rata Shares of Series C-1 Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series C Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series B Preferred for Series Exchange Share Allocation	Pro Rata Shares of Series A Preferred for Series Exchange Share Allocation
Moore Strategic Ventures, LLC	2,833,874	0	2,237,269	372,878	223,727
Aypa Power Aggregator LP	1,387,110	641,354	745,756	0	0
Mitsubishi Corp	641,354	641,354	0	0	0
ENEOS Innovation Partners Godo Kaisha	417,623	0	208,811	208,812	0
Shell Ventures LLC	357,962	0	149,151	59,660	149,151
Disruptive Innovation Fund, L.P.	298,302	0	298,302	0	0
PTT Public Company Limited	298,302	0	298,302	0	0
Transform Ample, LP	298,302	0	298,302	0	0
EEI Fund 4 Investment Limited Partnership	238,642	0	119,321	59,660	59,660
MKB Partners Fund II, Limited Partnership	227,516	0	117,428	110,088	0

Repsol Energy Ventures, S.A.	149,151	0	0	0	149,151
Banco Santander, S.A.	128,270	128,270	0	0	0
Big Bend 55 Investments LLC	117,593	2,002	55,931	29,830	29,830
XYZ VENTURE CAPITAL GO FASTER FUND I, LP	96,948	0	96,948	0	0
Khaled Hassounah	79,091	0	0	0	79,091
Dreamwork International Investments Ltd.	74,575	0	0	29,830	44,745
New Ground Ventures II, LP	74,575	0	29,830	22,373	22,373
NGV Co-Investment Fund, LP	72,636	0	24,460	48,176	0
ALM Holding	80,828	9,236	14,915	29,830	26,847
TRIREC Ample Pte Ltd	59,660	0	0	0	59,660
John de Souza	52,116	0	0	0	52,116
WorldQuant Ventures LLC	37,288	0	0	7,457	29,830
HEMI VENTURES FUND I, L.P.	36,542	0	0	6,712	29,830
Civilization Ventures 415 Investments Ample L.P.	33,826	0	0	0	33,826
Sunil Bhilotra	32,067	0	2,983	2,237	26,847
Andrew Kaiser	29,830	0	0	0	29,830
Tamarack Global	29,830	0	29,830	0	0

Opportunities I LP					
Hone Venture Fund II, L.P.	23,864	0	0	8,949	14,915
SMRT Ventures Pte Ltd	21,776	0	21,776	0	0
Inherent ESG Private LP	21,478	0	0	0	21,478
Tamarack FI Ample I LLC	20,583	0	5,966	14,617	0
Inversiones Cielo Alto Corp.	20,135	0	5,966	2,983	11,186
Inversiones El Monasterio Corp.	20,135	0	5,966	2,983	11,186
TGM I, A SERIES OF TGM FUNDS, LP	17,898	0	0	0	17,898
Sanjeev Mehra Irrevocable Gift Trust	16,108	0	0	0	16,108
Varsavsky Axel Springer GMBH & Co. KG	14,915	0	0	0	14,915
Jerry I. Speyer	11,948	0	0	0	11,948
Kraus Investment Partners LLC	11,948	0	0	0	11,948
Phobal 1 LLC	11,932	0	0	1,491	10,441
Phobal 2 LLC	11,932	0	0	1,491	10,441
Todd Perry	10,441	0	0	0	10,441
Joseph Gleberman	10,441	0	0	2,983	7,458
Gerard Michael	9,180	231	0	0	8,949
Michael Schmelzer	8,949	0	0	0	8,949
Todd Lincoln,	8,949	0	0	0	8,949

Charles Schwab & Co. Inc., Custom IRA Rollover Lincoln					
Robin Chemers Neustein	7,457	0	3,728	3,729	0
10066257 Canada Inc	6,860	0	0	2,982	3,878
Beagle Ventures LLC	6,712	0	0	0	6,712
Butternut Tree LLC	6,712	0	0	0	6,712
Hibiscus 10 LLC	6,712	0	0	0	6,712
Brian Kaminskey	5,966	0	0	0	5,966
Pixma Holdings Ltd	5,966	0	0	0	5,966
Civilization Ventures II LP	4,475	0	0	0	4,475
Kat Taylor Revocable Trust Taylor	4,475	0	0	0	4,475
MKB Partners Fund II International, Limited Partnership	3,668	0	1,893	1,775	0
Andrew Perry	2,983	0	0	0	2,983
Seedco Capital	2,983	0	0	2,983	0
Mohamed Eissa	1,491	0	0	1,491	0
Total	**8,522,886**	**1,422,447**	**4,772,834**	**1,036,001**	**1,291,604**

MAXIMUM OFFERING AMOUNT: $74,762,730

Name	Pro Rata Amount of Notes (USD$)	Pro Rata Amount of Notes (USD$) From C-1 Legacy Holdings	Pro Rata Amount of Notes (USD$) From C Legacy Holdings	Pro Rata Amount of Notes (USD$) From B Legacy Holdings	Pro Rata Amount of Notes (USD$) From A Legacy Holdings
Moore Strategic Ventures, LLC	$22,916,655.99	$0.00	$14,999,993.74	$4,166,663.00	$3,749,999.25
Aypa Power Aggregator LP	$9,300,017.71	$4,300,022.03	$4,999,995.68	$0.00	$0.00
Mitsubishi Corp	$4,300,022.03	$4,300,022.03	$0.00	$0.00	$0.00
ENEOS Innovation Partners Godo Kaisha	$3,733,325.91	$0.00	$1,399,994.23	$2,333,331.68	$0.00
Shell Ventures LLC	$4,166,659.10	$0.00	$999,997.79	$666,663.80	$2,499,997.50
Disruptive Innovation Fund, L.P.	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
PTT Public Company Limited	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
Transform Ample, LP	$1,999,995.59	$0.00	$1,999,995.59	$0.00	$0.00
EEI Fund 4 Investment Limited Partnership	$2,466,662.38	$0.00	$799,999.58	$666,663.80	$999,999.00
MKB Partners Fund II, Limited Partnership	$2,017,470.10	$0.00	$787,307.77	$1,230,162.34	$0.00
Repsol Energy Ventures, S.A.	$2,499,997.50	$0.00	$0.00	$0.00	$2,499,997.50
Banco Santander, S.A.	$859,999.04	$859,999.04	$0.00	$0.00	$0.00
Big Bend 55	$1,221,743.97	$13,422.61	$374,994.98	$333,326.88	$499,999.50

Investments LLC					
XYZ VENTURE CAPITAL GO FASTER FUND I, LP	$649,997.56	$0.00	$649,997.56	$0.00	$0.00
Khaled Hassounah	$1,325,689.37	$0.00	$0.00	$0.00	$1,325,689.37
Dreamwork International Investments Ltd.	$1,083,329.48	$0.00	$0.00	$333,330.23	$749,999.25
New Ground Ventures II, LP	$824,996.35	$0.00	$199,998.22	$249,998.51	$374,999.63
NGV Co-Investment Fund, LP	$702,326.13	$0.00	$163,994.52	$538,331.62	$0.00
ALM Holding	$945,252.57	$61,923.69	$99,999.11	$333,330.23	$449,999.55
TRIREC Ample Pte Ltd	$999,999.00	$0.00	$0.00	$0.00	$999,999.00
John de Souza	$873,548.68	$0.00	$0.00	$0.00	$873,548.68
WorldQuant Ventures LLC	$583,331.22	$0.00	$0.00	$83,331.72	$499,999.50
HEMI VENTURES FUND I, L.P.	$574,998.05	$0.00	$0.00	$74,998.55	$499,999.50
Civilization Ventures 415 Investments Ample L.P.	$566,969.40	$0.00	$0.00	$0.00	$566,969.40
Sunil Bhilotra	$494,998.89	$0.00	$19,999.82	$24,999.52	$449,999.55
Andrew Kaiser	$499,999.50	$0.00	$0.00	$0.00	$499,999.50
Tamarack Global Opportunities I LP	$199,998.22	$0.00	$199,998.22	$0.00	$0.00
Hone Venture Fund II, L.P.	$349,997.81	$0.00	$0.00	$99,998.06	$249,999.75
SMRT Ventures Pte	$145,999.37	$0.00	$145,999.37	$0.00	$0.00

Ltd					
Inherent ESG Private LP	$359,999.64	$0.00	$0.00	$0.00	$359,999.64
Tamarack FI Ample I LLC	$203,331.82	$0.00	$39,999.64	$163,332.18	$0.00
Inversiones Cielo Alto Corp.	$260,833.65	$0.00	$39,999.64	$33,332.69	$187,501.31
Inversiones El Monasterio Corp.	$260,833.65	$0.00	$39,999.64	$33,332.69	$187,501.31
TGM I, A SERIES OF TGM FUNDS, LP	$299,999.70	$0.00	$0.00	$0.00	$299,999.70
Sanjeev Mehra Irrevocable Gift Trust	$269,999.73	$0.00	$0.00	$0.00	$269,999.73
Varsavsky Axel Springer GMBH & Co. KG	$249,999.75	$0.00	$0.00	$0.00	$249,999.75
Jerry I. Speyer	$200,264.06	$0.00	$0.00	$0.00	$200,264.06
Kraus Investment Partners LLC	$200,264.06	$0.00	$0.00	$0.00	$200,264.06
Phobal 1 LLC	$191,666.17	$0.00	$0.00	$16,666.34	$174,999.83
Phobal 2 LLC	$191,666.17	$0.00	$0.00	$16,666.34	$174,999.83
Todd Perry	$174,999.83	$0.00	$0.00	$0.00	$174,999.83
Joseph Gleberman	$158,332.56	$0.00	$0.00	$33,332.69	$124,999.88
Gerard Michael	$151,548.61	$1,548.76	$0.00	$0.00	$149,999.85
Michael Schmelzer	$149,999.85	$0.00	$0.00	$0.00	$149,999.85
Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover Lincoln	$149,999.85	$0.00	$0.00	$0.00	$149,999.85
Robin	$66,660.61	$0.00	$24,994.75	$41,665.86	$0.00

Chemers Neustein					
10066257 Canada Inc	$98,325.93	$0.00	$0.00	$33,325.99	$64,999.94
Beagle Ventures LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Butternut Tree LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Hibiscus 10 LLC	$112,501.39	$0.00	$0.00	$0.00	$112,501.39
Brian Kaminskey	$99,999.90	$0.00	$0.00	$0.00	$99,999.90
Pixma Holdings Ltd	$99,999.90	$0.00	$0.00	$0.00	$99,999.90
Civilization Ventures II LP	$74,999.93	$0.00	$0.00	$0.00	$74,999.93
Kat Taylor Revocable Trust Taylor	$74,999.93	$0.00	$0.00	$0.00	$74,999.93
MKB Partners Fund II International, Limited Partnership	$32,525.36	$0.00	$12,691.81	$19,833.55	$0.00
Andrew Perry	$49,999.95	$0.00	$0.00	$0.00	$49,999.95
Seedco Capital	$33,332.69	$0.00	$0.00	$33,332.69	$0.00
Mohamed Eissa	$16,666.34	$0.00	$0.00	$16,666.34	$0.00
Total	**$74,762,726**	**$9,536,938**	**$31,999,943**	**$11,576,617**	**$21,649,228**

SCHEDULE II

FINANCIAL STATEMENTS

{ATTACHED SEPARATELY}

ANNEX I

ILLUSTRATIVE EXCHANGE MECHANICS

Overview

To encourage participation in the convertible note financing, the transaction allows Legacy Preferred Stockholders that purchase convertible notes in the financing to "pull up" shares of preferred stock for a new, more senior class of preferred stock through an exchange mechanic. Depending on the class of stock being exchanged and subject to the aggregate caps described in the Term Sheet, each dollar of investment into the convertible note pulls up a portion of the old preferred stock's liquidation preference (with a range of multiples depending on the preferred stock being pulled up, and whether the Legacy Preferred Stockholder participates in the initial closing and receives Series C-2, which has a 1.5x liquidation preference). In essence, investors that participate in the note financing can receive a significant step-up in liquidation preference in addition to the benefits of the convertible notes themselves.

Convertible Note Features

- 10% interest rate
- 1.5x change in control premium / prepayment penalty
- Converts into the next round at a discount of 33.3%
- For Legacy Preferred Stockholders, exchange shares of Legacy Preferred Stock for shares of Series C-2 and Series C-3 preferred stock. Each Legacy Preferred Stockholder may exchange their pro rata amount of Legacy Preferred Stock, with the ability to exchange additional shares if additional amounts are invested, subject to certain aggregate for each series of Legacy Preferred Stock. Note that the conversion ratios differ for series of Legacy Preferred Stock because the Series C-1 and C potentially benefit more from the anti-dilution protection, while the Series B and Series A benefit more from the step-up in preference. Additional details are included below.

Series C-2 and Series C-3 Features

- C-2 & C-3 will be pari passu with each other and senior to the Company's Legacy Preferred Stock
- Full-ratchet anti-dilution protection on the C-2 or C-3 so that should any subsequent securities be issued at a lower original issue price per share than $33.52, the C-2 and C-3 conversion ratio will be adjusted such that the number of common shares upon exit is equivalent to the existing number of shares multiplied by the original issue price of the C-2 & C-3 ($33.52) divided by the original issue price of the subsequently issued security. In essence, for purposes of calculating ownership in the Company, it would be as if the C-2 and C-3 were originally priced at the lower price of the subsequent financing.
- For example, the C-2 and C-3 will have an original issue price of $33.52 and an initial conversion ratio into common of 1.0x. Should the Series D be issued at $30.00/share, the conversion ratio into common will adjust from 1.0x to $33.52 / $30.00, or ~1.1x. If there is then exit at $150.00/share, each 1 C-2 or C-3 share would convert into 1.1 common shares.

For Series C-1:

For every $5.766 invested in the convertible note, you receive:

- $5.766 of principal amount in the convertible note

- If close by 1/3/25: Equivalent of exchanging $33.52 of C-1 preference (0.86 shares of C-1) for $33.52 of more senior preference (1 share of C-2) with a 1.5x liquidation preference (i.e. $50.28 of effective preference)
- If close by 1/24/25: Equivalent of exchanging $33.52 of C-1 preference (0.86 shares of C-1) for $33.52 of more senior preference (1 share of C-3)

For Series C:

For every $6.705 invested in the convertible note, you receive:

- $6.705 of principal amount in the convertible note
- If close by 1/3/25: Equivalent of exchanging $33.52 of Series C preference (1 shares of C) for $33.52 of more senior preference (1 share of C-2) with a 1.5x liquidation preference (i.e. $50.28 of effective preference)
- If close by 1/24/25: Equivalent of exchanging $33.52 of Series C preference (1 share of C) for $33.52 of more senior preference (1 share of C-3)

For Series B:

For every $11.174 invested in the convertible note, you receive:

- $11.174 of principal amount in the convertible note
- If close by 1/3/25: Equivalent of exchange $10.04 of B preference (1 share of B) for $33.52 of more senior preference (1 share of C-2) with a 1.5x liquidation preference (i.e. $50.28 of effective preference)**. You can effectively "buy" $40.24 of incremental preference in the most senior preferred security ($50.28 - $10.04 = $40.24) per $11.174 invested in the convertible note.**
- If close by 1/24/25: Equivalent of exchanging $33.52 of C preference (1 share of C) for $33.52 of more senior preference (1 share of C-3) with C-2 & C-3 being *pari passu*. **You can effectively "buy" $23.48 of incremental preference in the most senior preferred security ($33.52 - $10.04 = $23.48) per $11.174 invested in the convertible note.**

For Series A:

For every $16.762 invested in the convertible note, you receive:

- $16.762 of principal amount in the convertible note
- If close by 1/3/25: Equivalent of exchanging $6.01 of A preference (1 share of A) for $33.52 of more senior preference (1 share of C-2) with a 1.5x liquidation preference (i.e. $50.28 of effective preference)**. You can effectively "buy" $44.28 of incremental preference in the most senior preferred security ($50.28 - $6.01 = $44.28) per $16.762 invested in the convertible note.**
- If close by 1/24/25: Equivalent of exchanging $33.52 of C preference (1 share of C) for $33.52 of more senior preference (1 share of C-3) with C-2 & C-3 being *pari passu*. **You can effectively "buy" $27.52 of incremental preference in the most senior preferred security ($33.523 - $6.006 = $27.52) per $16.762 invested in the convertible note.**

For New Investors, and Investments By Legacy Preferred Stockholders in Excess of the Aggregate Caps:

For every $1 invested in the convertible note, you receive:

- $1 of principal amount in the convertible note that has a 10% interest rate, a 1.5x change in control premium / prepayment penalty, and converts into the next round at a discount of 33.3%

Exhibit III

UBS Switzerland AG
PO Box, CH-8098 Zurich
www.ubs.com
For all your questions: ubs.com/help

ALM Holding

IBAN CH28 0027 9279 1914 8060 Z
UBS Current Account for Private Clients (USD)

Account transaction details

Trade date	Booking date	Value date	Receipt of order
03.01.2025	03.01.2025	03.01.2025	03.01.2025

AMPLE INC
US 02915 RI
CONVERTIBLE NOTE
e-banking payment order

USD -700,000.00

Account no.	4029893316
BIC/BC	CTZIUS33
Costs	E-Banking crossborder
Transaction no.	ZD81002TO1527533
Payee	AMPLE INC US 02915 RI
Message ID	CONVERTIBLE NOTE
Unique payment reference (UETR)	8ee11064-f694-459d-ae5e-096d6023b9ee
Order origination	generated order

This printout is for information only and must not be used for official purposes. Your official account statement or statement of assets takes precedence in case of any discrepancies. UBS is not liable for any inaccuracies due to technical or administrative error or otherwise, and UBS reserves the right to correct any such inaccuracies.

SWIFT – payment of USD 700'000 value date 03.01.2025

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