
NOMINEE AGREEMENT

Relating to Shares in the capital of:

COMPANY

THIS AGREEMENT is made on the **[DATE]**

BETWEEN:

(1) **[INVESTOR]** of **[INVESTOR ADDRESS]** (hereinafter called the "**Beneficial Owner**");

AND

(2) **SHERWIN O'RIORDAN SOLICITORS LLP** a company incorporated in Ireland under registered number **215410**, having its registered office at **74 PEMBROKE ROAD, DUBLIN 4, IRELAND** (hereinafter called the "**Nominee**");

WHEREAS:

A. The Nominee will apply for the corresponding number of Ordinary Shares (the "**Shares**") at **€1,381.74** each, fully paid on behalf of all investors collectively for the raise in **BINARII LABS** a company incorporated in Ireland under registered number **703793**, having its registered office at **3rd FLOOR, THE BOAT HOUSE, BISHOP STREET, DUBLIN 8, D08 H01F, IRELAND** (hereinafter called "**Company**"). Your investment of **[INSERT AMOUNT, WORDS & DIGITS]** shall provide you with a proportionate beneficial interest in the total collective investment in the capital of the Company (the "**Beneficial Interest**") subject to certain terms and conditions which Shares shall be registered in the name of the Nominee.

B. The Beneficial Owner wishes to enter into this Nominee Agreement with the Nominee to govern the holding by the Nominee of the Shares and it is noted that the Nominee is also entering into Nominee Agreements with all other investors who are participating in this current raise in the Company.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. The Beneficial Owner hereby instructs the Nominee to legally hold their Beneficial Interest in the Shares on their behalf. The Parties hereby agree that the Beneficial Owner's Beneficial Interest in the Shares, together with any interest, income, right or other benefit deriving therefrom, is held by the Nominee for and on behalf of the Beneficial Owner. The Beneficial Owner acknowledges that, notwithstanding any other provision in this Agreement, the Constitution of the Company or otherwise, it shall have no entitlement to call for any transfer to it of any legal interest in the Shares at any time and that the Company shall be under no obligation to consider any such proposed transfer or to recognise the Beneficial Interest in its statutory registers or otherwise.

2. The Nominee shall manage, administer and control the Beneficial Owner's Beneficial Interest in the Shares, and exercise rights connected thereto only in such manner as the Beneficial Owner may from time-to-time direct subject always and without prejudice to any limitations contained in the Constitution of the Company from time to time, the

Transaction Documentation (as defined further below and as may be amended from time to time) and the terms of this Agreement. The terms of this Agreement shall apply to the Beneficial Interest in the Shares and any additional shares or securities of any type that the Nominee may come to hold in the Company from time to time on behalf of the Beneficial Owner.

3. For the avoidance of doubt, the Nominee shall hold the Beneficial Interest in the Shares in a bare nominee capacity only subject always and without prejudice to any limitations contained in the Constitution of the Company from time to time, the Transaction Documentation (as defined further below and as may be amended from time to time) and the terms of this Agreement. The Nominee shall not exercise any discretion in connection with the Beneficial Interest in the Shares or assume any fiduciary obligations towards the Beneficial Owner whatsoever save as expressly provided for in this Agreement.

4. To facilitate the holding of the Beneficial Interest in the Shares, the Nominee has been furnished with the Constitution of the Company, and the draft Share Subscription and Shareholders Agreement to be entered into by (amongst others) the Company and the Nominee (together "the **Transaction Documentation**"). The Transaction Documentation has been shared with the Beneficial Owner.

   The Beneficial Owner acknowledges and accepts that the Nominee has not reviewed the Transaction Documentation from a legal or other perspective. The Nominee does not purport to provide any opinion thereon. The Beneficial Owner acknowledges and confirms that they have reviewed this documentation and have received or have been afforded the opportunity to receive independent legal advice thereon. Further, the Beneficial Owner hereby instructs and authorises the Nominee to sign such documentation as is necessary (as determined as being necessary by the Nominee) to hold the Beneficial Interest in the Shares for and on the Beneficial Owner's behalf, including but not limited to the Transaction Documentation, and the Beneficial Owner assumes all responsibilities and obligations imposed on the Nominee thereunder as between the Beneficial Owner and the Nominee, and subject always and without prejudice to the Company's right to seek redress in relation to any default regarding such responsibilities and obligations against the Nominee directly and without having to seek such redress against any Beneficial Owner.

5. Any communications, information, documentation or other material relating to the Shares received by the Nominee in its capacity as legal owner of the Shares shall be forwarded by email to the Beneficial Owner at the following address: - **[INSERT BENEFICIAL OWNER E-MAIL ADDRESS]**

   In the event of an update to the above contact details, it is the Beneficial Owner's responsibility to inform the Nominee in writing of the updated contact details as soon as possible.

6. Where appropriate, the Nominee shall request instructions from the Beneficial Owner via email in respect of the Beneficial Interest in the Shares and the rights / obligations attaching thereto by email. The Beneficial Owner shall be granted 7 days from the date of the email to return instructions. The consequences of failure by the Beneficial Owner to revert within that timeframe shall be communicated with the request for instructions and can include (without being limited to): deemed as a waiver of the right to provide instructions in respect of that matter, tacit abstention from relevant votes, or deemed agreement to proceed with the instruction received by the Nominee from the majority of the beneficial owners (on behalf of whom the Nominee holds the Shares) who so instructed. The Nominee shall act on behalf of the beneficial owners (on behalf of whom the Nominee holds Shares) as a whole within the investment and any decision made will be based on the will of the majority (based on a percentage of the Beneficial Interest held) of the beneficial owners (on behalf of whom the Nominee holds Shares) to determine the action and in determining its instructions, whether as set out in this Clause or elsewhere in this Agreement, the Nominee shall seek such instructions on such matters as if it were required to apply any terms of the Constitution.

7. In relation to the Transaction Documentation, it is hereby agreed and acknowledged that, without prejudice to the Constitution, nothing therein shall obligate the Nominee to seek approval of the Beneficial Owners where the Nominee is already obligated to comply with the provisions of said Transaction Documentation. It is noted and accepted by the parties that the Company has no obligations to the Beneficial Owner in relation to the trust arrangements between the Nominee and the Beneficial Owner. The Beneficial Owner covenants with the Nominee to observe (to the extent required in relation to the Beneficial Owner's capacity), to perform and be bound by the provisions of the Share Subscription and Shareholders Agreement for the time being entitled 'Drag-Along' (the "Drag Article" and it is acknowledged and agreed that as of the date of this Agreement the Drag Article is Clause 5 of the Share Subscription and Shareholders Agreement of the Company) which have not been performed at the date of this Deed as if he or she were a Dragged Shareholder (as defined in the Share Subscription and Shareholders Agreement of the Company for the time being) and to the intent and effect that the Beneficial Owner's Beneficial Interest in the Shares shall be deemed to be 'Shares' for the purposes of and as defined in, the Drag Article.

8. Without prejudice to the provisions of Clause 6 of this Agreement and for the sole purpose of facilitating the Nominee in giving effect to the provisions of Clause 6 of this Agreement in circumstances where the Beneficial Owner having been asked for instructions on a specific matter fails to provide instructions within the requested time frame, or where the Nominee is taking action in relation to the Shares based on the will of the majority (based on a percentage of the Beneficial Interest held) of the beneficial owners (as set out in Clause 6 of this Agreement) the Beneficial Owner hereby irrevocably appoints the Nominee to be the true and lawful attorney of the Beneficial Owner, and in its name or otherwise and on its behalf and as its act and deed to sign and deliver and perfect and do all deeds, instruments, acts and things which the Beneficial Owner may or ought to do under the provisions of Clause 6 of this

Agreement (including but not limited to: stock transfer forms; transfers of beneficial interest, share transfer agreements, any other documentation necessary to effect the sale of the Shares, shareholder resolutions, consents and / or waivers and shareholder and subscription agreements) but for its failure to so provide the instruction or where the Nominee is taking action in relation to the Shares based on the will of the majority of the beneficial owners (as set out in Clause 6 of this Agreement). For the avoidance of any doubt, in all cases where the Nominee is exercising its power pursuant to Clause 6, 7 and 8 of this Agreement, the Nominee, shall proceed on behalf of the Beneficial Owner, on the basis of the instructions received by the Nominee from the majority of beneficial owners (based on a percentage of the Beneficial Interest held) who so instructed and who are represented by the Nominee.

The Beneficial Owner hereby covenants with the Nominee that it will ratify and confirm all documents, deeds, acts and things and all transactions entered into by the Nominee as its attorney in the exercise or purported exercise of the power of attorney conferred by this Clause 8 of this Agreement.

9. The Nominee may be contacted by the Beneficial Owner in writing at the Nominee's registered office address or by email to the following address:- **binariidocshare@sor.ie**

10. The Beneficial Owner acknowledges, accepts and confirms that any and all costs, losses, damages, liabilities and expenses relating to the Beneficial Interest in the Shares and / or any actions, proceedings or claims relating thereto (collectively, "Losses") shall be for the account of the Beneficial Owner on a pro-rata basis in relation to the Beneficial Interest held, and the Beneficial Owner further confirms that it shall defend and otherwise hold harmless the Nominee against any such Losses which arise as a result of the Nominee acting on instructions received from the Beneficial Owner or otherwise.

    Notwithstanding the above-mentioned indemnity, this is provided always that the Beneficial Owner shall not be liable to indemnify the Nominee to the extent that any such losses are due to, or attributable to, the negligence of the Nominee.

11. Where a change in the identity of the Beneficial Owner is proposed during the term of this Agreement, either the original Beneficial Owner or the person so entitled will inform the Nominee and the Company in writing in advance of the identity of the new Beneficial Owner and the proposed date of the acquisition. The new proposed beneficial owner must enter into a nominee agreement with the Nominee containing the same terms as this specific agreement prior to any change in the Beneficial Owner of the Shares and any purported transfer of beneficial interest made without the entry into a new nominee agreement shall be void in all respects. The death, bankruptcy or insolvency or analogous proceedings relating to a Beneficial Owner shall not operate to terminate this Agreement in any manner whatsoever. The Beneficial Owner shall not, without the prior written consent of the Nominee and the Company, dispose of any interest in, or right attaching to, or renounce or assign any right to receive or to subscribe for, any Shares, or create or permit to exist any charge, lien, encumbrance or trust over

any Shares or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of the foregoing things and any purported doing of any of the foregoing that is so expressly prohibited shall be void in all respects.

12. Subject to Clause 13 of this Agreement, this Agreement shall remain in force in relation to a given Beneficial Owner for so long as he or she is a beneficial owner of any Shares. Upon a given Beneficial Owner ceasing to be a beneficial owner of Shares which has been permitted in accordance with the provisions of Clause 11 of this Agreement, this Agreement shall automatically terminate in relation to the previous Beneficial Owner. Save as expressly permitted by this Clause 12, no Beneficial Owner may terminate this Agreement. The death, bankruptcy or insolvency or analogous proceedings relating to the Beneficial Owner shall not operate to terminate this Agreement in any manner whatsoever. All the limitations, restrictions and provisions of this Agreement relating to the right to transfer, and the registration of transfers of Shares, shall be applicable to the transmission of Shares in the event of the death or bankruptcy or insolvency or analogous proceedings of the Beneficial Owner.

13. The Nominee reserves the right to transfer the Shares to an alternative nominee, if:

    a) any demand is made against the Nominee for payment of any sum due by the Company to any person;

    b) the Nominee require an instruction from the Beneficial Owner and we have been unable to obtain any instructions or an instruction which we consider to be adequate and proper;

    c) the Nominee is not provided with sufficient funds to settle government fees or the fees for the provision of our services;

    d) there is a material breach of the terms governing the same.

    and the Nominee will provide the Company with prior notice of any proposed transfer of Shares in accordance with this Clause 13.

14. This Agreement and any disputes or claims arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Ireland. The Parties hereby agree that the courts of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement.

15. Any amendment to this Agreement must be in writing and duly signed for and on behalf of each of the parties to this Agreement.

16. It is agreed that in the case of conflict, the Constitution shall prevail over this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day and year first above written.

SIGNED

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For and on behalf of

SHERWIN O'RIORDAN SOLICITORS LLP

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BENEFICIAL OWNER – [INSERT FORENAME, SURNAME]