TERM SHEET

Date: August 5 2026

1. Parties

1.1 EXEP America Corp., a corporation duly organized and existing under the laws of the State of Delaware, U.S.A., registered office at 850 New Burton Road, Suite 201, Dover, DE 19904, registered agent: Cogency Global, Inc., acting through its authorized representatives in accordance with its constitutional documents and current corporate records ("**EXEP America**"); and

1.2 the undersigned subscriber identified in the Signature Page of this Term Sheet (the "**Shareholder**"), which may be (i) an individual, or (ii) a legal entity, vehicle, trust or other organization acting through its duly authorized signatory.

EXEP America and the Shareholder are each referred to herein as a "**Party**" and together as the "**Parties**".

1.3 EXEP America is itself a subscriber for Common Stock of the Company (as defined in Section 4.1) on the same terms as the Shareholder. In this Term Sheet, "**Shareholders**" means, collectively, EXEP America, the Shareholder and each other subscriber for Common Stock of the Company, in each of their capacities as holders of Common Stock of the Company.

2. Recitals

A. **Gotobeat** (G2B GO LTD, registered office at Studio 226, 2 Bocking Street, London, England, E8 4RU, company number 15426621) ("**Gotobeat**" or the "**Target**") is a British start-up which promotes concerts and live music events, with a focus on emerging artists. It applies artificial intelligence and data analytics to optimize booking and ticket sales, improving the experience of both audiences and artists.

B. Gotobeat is currently carrying out a dedicated financing round for an aggregate amount of £3,000,000.00, by way of a capital increase resolved on 13 March 2026, of which £18.54 as nominal capital and £2,999,981.46 as share premium (the "**Round**"). The proceeds of the Round are intended to finance Gotobeat's expansion into further European markets, the scaling of its platform, the growth of its revenues and the achievement of profitability.

C. The Shareholders wish to participate in the Round jointly, through the Company, which shall subscribe for shares of Gotobeat in the Round and appear directly on Gotobeat's share register.

D. The Shareholder acknowledges that its participation in the Company relates exclusively to the specific, already-identified investment in Gotobeat described in this Term Sheet, that it has had the opportunity to evaluate and approve that specific investment before subscribing, and that this Term Sheet reflects a single-transaction co-investment arrangement and not a general, discretionary or open-ended investment mandate granted to EXEP America or to any other person.

3. Nature of this Term Sheet

This Term Sheet is legally binding in its entirety upon execution by the Parties. It constitutes a full and enforceable commitment of the Shareholder to:

(i) subscribe for Common Stock of the Company and pay to the Company its Capital Contribution and its Expense Contribution, in the amounts and by the date set out in Sections 6, 7 and 9;

(ii) execute and deliver all Definitive Documents referred to in Section 14 at or before the Closing Date; and

(iii) comply with the governance, transfer and distribution arrangements set out herein.

The Company shall offer and sell its Common Stock in reliance on Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506(b) of Regulation D promulgated thereunder, and will file a notice on Form D with the U.S. Securities and Exchange Commission within fifteen (15) calendar days after the first sale of securities pursuant to Rule 503 of Regulation D.

4. Corporate Structure of the Company

4.1 EXEP Atlantic Inc. is a corporation incorporated under the laws of the State of Delaware, U.S.A., with registered office at 850 New Burton Road, Suite 201, in the City of Dover, County of Kent, Delaware 19904, registered agent Cogency Global Inc. (the "**Company**").

4.2 The share capital of the Company consists of a class of Common Stock and a class of Preferred Stock.

4.3 All Shareholders, including EXEP America, are common stockholders and hold shares carrying identical rights in every respect, including as to voting, dividends, distributions, liquidation proceeds, information and transfer. In particular, and for the avoidance of doubt:

(i) there is no liquidation preference, preferred return, hurdle rate, ratchet or anti-dilution adjustment in favour of any Shareholder;

(ii) all distributions are made strictly pro rata to shareholdings, as set out in Section 11;

(iii) no Shareholder, including EXEP America, holds any class of share carrying enhanced or multiple voting rights, and each share carries one vote;

(iv) all shares of Common Stock are issued at the same price per share to all Shareholders.

4.4 The Shareholder shall be issued a number of shares corresponding to its Capital Contribution divided by the common issue price, and its resulting percentage of the share capital shall equal its Capital Contribution as a proportion of the aggregate Capital Contributions of all Shareholders.

4.5 The Shareholder's participation is as follows:

Parameter	Value
Capital Contribution of the Shareholder	USD 5,700.00
Issue price per share of Common Stock	USD 1.00 (identical for all Shareholders)
Number of shares issued to the Shareholder	5,700 shares of Common Stock
Resulting shareholding of the Shareholder in the Company	10%
Aggregate Capital Contributions of all Shareholders	USD 57,000.00
Expense Contribution of the Shareholder (Section 7)	USD 250.00

Any parameter left blank shall be completed by EXEP America and delivered in writing to the Shareholder prior to Closing, together with the final capitalization table of the Company showing the shareholding of each Shareholder. In case of any discrepancy between the table above and the amounts stated in the Signature Page, the Signature Page shall prevail.

5. The Target Investment

5.1 The Company shall invest in shares of Gotobeat subscribed in the Round, on the terms set out below.

Parameter	Value
Target	Gotobeat — G2B GO LTD (company no. 15426621)
Aggregate size of the Round	£3,000,000.00 (capital increase resolved on 13 March 2026: £18.54 nominal capital; £2,999,981.46 share premium)
Pre-money valuation	£20,000,000.00

Price per share	£161.85
Class of Gotobeat shares subscribed	ordinary shares of £0.001 each, ranking pari passu with all other shares of Gotobeat
Number of Gotobeat shares subscribed by the Company	260 shares
Aggregate subscription price paid by the Company	£42,180
Resulting shareholding of the Company in Gotobeat	[●]% on a fully diluted basis
Completion date of the Round	[●] (on or before the date specified in the Subscription Letter)

Any parameter left blank as of the date of this Term Sheet shall be completed by EXEP America and delivered in writing to the Shareholder as promptly as practicable and, in any event, prior to the Closing Date. If any such parameter, once completed and delivered, is subsequently corrected or updated in a manner materially adverse to the Shareholder, Section 15.3 (Material Development) shall apply.

5.2 The Company's subscription in the Round shall be made on the terms of the subscription letter to be issued by Gotobeat to the Company (the "**Subscription Letter**"), which shall reflect in substance the terms offered to the other investors in the Round, namely:

(a) the Company shall subscribe for fully paid ordinary shares of £0.001 each in the capital of Gotobeat, at an issue price of £161.85 per share;

(b) all shares in Gotobeat, both before and after the Round, are ordinary shares carrying the same rights and terms, as set out in Gotobeat's Articles of Association dated 26 March 2024;

(c) the subscription monies must be paid by the Company to Gotobeat's bank account in cleared funds no later than the completion date of the Round specified in the Subscription Letter;

(d) upon completion of the Round, Gotobeat shall issue and allot the relevant shares to the Company, register the Company in its register of members and issue a share certificate to the Company in respect of those shares;

(e) the proceeds of the Round shall be applied by Gotobeat to develop and exploit a technology solution dedicated to the creative sector under the Gotobeat brand (the "Purpose"), and Gotobeat warrants that the investment will be used for the Purpose and that the factual information set out in the Subscription Letter is true;

(f) Gotobeat intends to establish an EMI share option scheme for key employees of up to ten per cent (10%) of its share equity. The price per share stated above is expressed on a fully diluted basis,

taking into account options not yet granted out of that option pool; such potential dilution may not be increased without the prior approval of the investors in the Round, such approval not to be unreasonably withheld;

(g) Gotobeat's shareholders' agreement contains pre-emption rights entitling existing shareholders to subscribe pro rata for any new shares offered on the same terms as those offered to a third party, which rights may be disapplied by special resolution of the shareholders.

5.3 EXEP America shall deliver a true and complete copy of the Subscription Letter, together with Gotobeat's Articles of Association and any other document required by Gotobeat in connection with the Round (collectively with the Subscription Letter, the "**Gotobeat Transaction Documents**"), to the Shareholder promptly upon their finalization and, in any event, prior to the Closing Date. By executing this Term Sheet, the Shareholder agrees that the Company may execute the Gotobeat Transaction Documents in the form so delivered.

5.4 The Company shall be the sole holder of record of the Gotobeat shares and the sole party to the Gotobeat Transaction Documents. The Shareholder's interest in Gotobeat is indirect and is exercised exclusively through its holding of Common Stock of the Company.

5.5 No proceeds received by the Company in respect of the Gotobeat investment shall be automatically or discretionarily reinvested. All such proceeds shall be distributed to the Shareholders in accordance with Section 11.

6. Capital Contribution

6.1 The Shareholder irrevocably and unconditionally commits to contribute to the Company the amount stated as its Capital Contribution in the Signature Page (the "**Capital Contribution**"), in exchange for the issuance of Common Stock of the Company in accordance with Section 4.

6.2 The Capital Contribution shall be paid in full, in a single wire transfer, to the designated bank account set out in the Wire Instructions attached to this Term Sheet, by no later than the Closing Date. One hundred per cent (100%) of the Capital Contribution is applied to the subscription of Common Stock; no amount is deducted, retained or diverted to EXEP America or to any third party.

6.3 The Capital Contribution is denominated in United States Dollars (USD), being the currency in which shares of Common Stock of the Company are issued. The Shareholder may fund in another currency only with the prior written agreement of EXEP America, in which case the amount credited as its Capital Contribution shall be the USD amount actually received by the Company, net of conversion and transfer costs, and its shareholding shall be adjusted accordingly.

7. Expense Contribution

7.1 In addition to, and separately from, the Capital Contribution, each Shareholder, including EXEP America, shall contribute to the Company, simultaneously with the Closing, an additional amount equal to its pro rata share of a fixed lump-sum amount of USD 2,500.00 (the "**Expense Contribution**"), to cover the costs of forming and organizing the Company and the expenses of maintaining it, including incorporation fees, registered agent fees, Delaware franchise tax, the opening and maintenance of the Company's accounting, bookkeeping, tax return preparation and filing fees, and other similar out-of-pocket organizational, regulatory and administrative expenses of the Company (together, the "**Company Costs**").

7.2 The Expense Contribution is calculated on the basis of a fixed lump-sum amount of USD 2,500, representing the estimated total costs and expenses expected to be incurred by the Company. Such amount shall be allocated among the Shareholders pro rata to their respective Capital Contributions. No Shareholder, including EXEP America, is exempt from the Expense Contribution or contributes on any preferential basis.

7.3 The Expense Contribution shall be paid to the designated bank account and may, at the Shareholder's option, be remitted together with the Capital Contribution in a single wire transfer or as a separate wire transfer, provided that the aggregate amount received by the Company corresponds to the sum of the Capital Contribution and the Expense Contribution. It is payable once only, at Closing, and is non-refundable irrespective of the duration or ultimate outcome of the underlying investment, except where Closing does not occur by reason of a failure of the conditions precedent set out in Section 9.3.

7.4 The Expense Contribution is not paid in exchange for, and shall not result in the issuance of, any shares of Common Stock. It does not form part of the Capital Contribution, does not increase or otherwise affect the Shareholder's shareholding in the Company, and is not returned to the Shareholder as capital under Section 11.

7.5 If the aggregate Expense Contributions prove insufficient to meet the Company Costs, the balance shall be funded by the Shareholders pro rata to their shareholdings, upon written notice specifying the amount and its purpose, with no less than ten (10) Business Days to fund. No Company Cost may be incurred for the benefit of any individual Shareholder. Any unused balance of the Expense Contributions shall be returned to the Shareholders pro rata upon the winding-up of the Company.

8. Economic Terms

8.1 The Parties expressly agree that no fee of any kind is payable by the Shareholder or by the Company to EXEP America or to any affiliate thereof in connection with this transaction. In particular, and without limitation, there shall be no management fee, no structuring or administration

fee, no set-up fee, no entry fee, no exit or success fee, no premium fee, no placement fee and no carried interest, promote or other performance-based participation.

8.2 No Shareholder is entitled to any economic participation in the Company other than pro rata to its shareholding. EXEP America participates in the Company on exactly the same economic terms as the Shareholder, and the Expense Contribution described in Section 7 is not a fee and is not payable to EXEP America.

8.3 The Shareholder is solely responsible for its own advisory, tax and other costs incurred in connection with its participation.

9. Closing and Conditions Precedent

9.1 The closing of the Shareholder's subscription (the "**Closing**") shall occur on or before September 30, 2026 (the "**Closing Date**"), or such other date as EXEP America may determine in writing, provided that (i) any postponement beyond September 30, 2026 shall require the Shareholder's written consent, and (ii) the Closing Date shall in any event fall sufficiently in advance of the completion date of the Round specified in the Subscription Letter to enable the Company to pay its subscription monies to Gotobeat in cleared funds by that date.

9.2 At or prior to Closing, the Shareholder shall:

1. execute and deliver the Definitive Documents referred to in Section 14; and

2. transfer the Capital Contribution and the Expense Contribution to the designated bank account, by wire transfer in accordance with Sections 6 and 7.

9.3 The obligations of the Parties to consummate the transactions contemplated by this Term Sheet are subject to the satisfaction (or waiver by EXEP America, other than in respect of paragraph (f) below) of the following conditions precedent:

(a) the Shareholder shall have duly executed and delivered to EXEP America the Subscription Agreement and all other Definitive Documents required under Section 14, and shall have completed the KYC and AML due diligence referred to in Section 14.2;

(b) the Shareholder shall have transferred the Capital Contribution and the Expense Contribution to the designated bank account by wire transfer of immediately available funds in accordance with Sections 6 and 7;

(c) the representations and warranties of the Shareholder set out in Section 16 and in the Definitive Documents shall be true and correct in all material respects as of the Closing Date;

(d) the Company shall be duly incorporated and in good standing under the laws of the State of Delaware;

(e) the Gotobeat Transaction Documents shall have been finalized in form and substance satisfactory to EXEP America, and Gotobeat shall be prepared to accept the Company's subscription for ordinary shares on the terms described in Section 5;

(f) the aggregate Capital Contributions of all Shareholders shall be sufficient to fund in full the Company's subscription in the Round as described in Section 5; and

(g) no law, regulation, order or injunction shall be in effect that would prohibit, restrain or make illegal the consummation of the transactions contemplated hereby.

9.4 If the conditions precedent set out in Section 9.3 are not satisfied (or, where permitted, waived by EXEP America) on or before the Closing Date, EXEP America may, in its sole discretion, (i) extend the Closing Date to such later date as it may determine in accordance with Section 9.1, or (ii) terminate this Term Sheet by written notice to the Shareholder. The Shareholder may likewise terminate this Term Sheet by written notice to EXEP America if the conditions precedent have not been satisfied within thirty (30) days after the Closing Date. In either case, any amounts already transferred by the Shareholder shall be returned promptly and without deduction (save for bank charges actually incurred), and neither Party shall have any further obligation to the other, except under Sections 18 (Confidentiality), 20 (Governing Law and Jurisdiction) and 21 (Notices).

10. Governance of the Company

10.1 Board and administration

The Company shall be managed by a board of directors composed of two (2) directors, appointed and removable by resolution of the Shareholders passed by simple majority of the outstanding Common Stock. The Company, acting through its Board of Directors, shall be responsible for the day-to-day administration of the Company, its corporate and tax filings, banking operations, the execution of the Gotobeat Transaction Documents and all correspondence with Gotobeat, in each case in accordance with the resolutions of the Shareholders and this Term Sheet. Following the Closing, EXEP America has no administrative role beyond being an ordinary Shareholder. The directors receive no remuneration for such administration (Section 8.1) and shall act in the common interest of all Shareholders.

10.2 Decisions of the Shareholders

All decisions of the Company shall be taken by simple majority of the outstanding Common Stock, each share carrying one vote. This includes, without limitation, the exercise of the Company's rights as a shareholder of Gotobeat, any decision to sell, transfer or otherwise dispose of the Gotobeat shares

held by the Company (an "**Exit**"), and any decision to dissolve and wind up the Company. Consistently with Section 4.3, no matter is reserved to the approval of any particular Shareholder or to any qualified or super-majority threshold, and no Shareholder holds any veto right.

10.3 Information and meetings

The Shareholder is entitled to receive notice of, and to participate in, all shareholders' meetings, and to inspect the books, records and bank statements of the Company upon reasonable written request. Meetings may be held by telephone or video conference, and resolutions may be adopted by written consent circulated to all Shareholders.

11. Distributions

11.1 All proceeds received by the Company in respect of the Gotobeat investment, whether by way of dividend, redemption, sale, liquidation or otherwise, shall be distributed to the Shareholders strictly pro rata to their respective shareholdings, promptly following receipt and after deduction only of amounts required to satisfy the Company's outstanding liabilities, taxes and reasonable reserves for Company Costs.

11.2 There is no waterfall, no preferential return, no catch-up and no carried interest. No Shareholder receives any distribution in priority to, or in a greater proportion than, any other Shareholder. Every dollar distributed by the Company is allocated among the Shareholders in the same proportions as the share capital.

11.3 The Shareholder is solely responsible for the tax treatment of the distributions it receives, in its own jurisdiction and in any other relevant jurisdiction.

12. Exit, Lock-Up and Transfer Restrictions

12.1 The Shareholder acknowledges that the investment is illiquid by nature, that no secondary market exists or is expected to develop for the Common Stock of the Company, and that the Gotobeat Transaction Documents themselves contain transfer restrictions, pre-emption rights and other provisions that limit the Company's ability to dispose of the Gotobeat shares.

12.2 The Shareholder may not transfer, sell, assign, pledge, hypothecate or otherwise dispose of any share of the Company, or any economic or other interest therein, during the period commencing on the Closing Date and ending on the earlier of (i) the date on which all Gotobeat shares held by the Company have been disposed of and the proceeds distributed under Section 11, and (ii) such earlier date as may be approved by the Shareholders in accordance with Section 10.2 (the "**Lock-Up Period**"), except for a Permitted Transfer.

12.3 A "Permitted Transfer" means a transfer by the Shareholder of its shares (i) to an entity wholly owned or wholly owning it, (ii) in the case of an individual, to a spouse, descendant, or to a trust or

holding vehicle established for the benefit of any of them, or (iii) by operation of law, including by reason of death or incapacity, provided in each case that the transferee adheres in writing to this Term Sheet and that prior written notice is given to EXEP America.

12.4 After the expiry of the Lock-Up Period, a Shareholder wishing to transfer its shares to a third party shall first offer them in writing to the other Shareholders, who may purchase them pro rata to their respective shareholdings, at the price and on the terms offered by the third party, within twenty (20) Business Days of the offer notice. Shares not taken up may be transferred to the third party on terms no more favourable than those offered, within sixty (60) days thereafter. This right applies equally to the Shareholder and for its benefit where any other Shareholder proposes such a transfer.

12.5 Where an Exit is approved in accordance with Section 10.2, the Shareholder shall be bound by that decision and shall participate in the Exit pro rata and on terms identical to those applicable to every other Shareholder, and shall execute such documents as are reasonably required to give effect to it.

12.6 If any Shareholder is permitted to transfer shares to a third party under Section 12.4, the Shareholder may elect to include in that transfer, on the same terms, a number of its own shares pro rata to its shareholding.

12.7 Any purported transfer in breach of this Section 12 shall be void and of no effect, and the Company shall refuse to record it.

12.8 No minimum or maximum holding period is guaranteed. The Shareholder understands that the investment horizon may extend for a significant and indefinite period and that there can be no assurance as to the timing or occurrence of any liquidity event.

13. Reporting

The Company shall provide to the Shareholder, on a semi-annual basis, a brief written report summarizing (i) the status of the Company's investment in Gotobeat, to the extent such information is available and not subject to confidentiality restrictions under the Gotobeat Transaction Documents, (ii) any material developments known to it concerning Gotobeat, and (iii) the Company's financial position in summary form, including a statement of Company Costs incurred and of the balance of the Expense Contributions. Reports shall be delivered within ninety (90) days following the end of each reporting period. The Shareholder acknowledges that the Company holds a minority interest in Gotobeat, that access to information regarding Gotobeat is limited by the Gotobeat Transaction Documents, and that neither the Company nor EXEP America shall be liable for any delay, incompleteness or inaccuracy of information received from Gotobeat or its agents.

14. Definitive Documents

At or prior to Closing, the Shareholder shall execute and deliver the following documents (the "**Definitive Documents**"), to be prepared by or on behalf of the Company and delivered to the Shareholder in advance:

14.1 Subscription Agreement — between the Shareholder and the Company, pursuant to which the Shareholder subscribes for, and the Company issues, Common Stock against payment of the Capital Contribution, and which confirms the Shareholder's obligation to pay the Expense Contribution described in Section 7, containing customary representations and warranties of the Shareholder.

14.2 KYC / AML documentation — identity documents, proof of address, source of funds declaration and such further documentation as may reasonably be required to enable the Company to comply with applicable anti-money laundering, counter-terrorist financing and sanctions laws.

15. Default; Material Development

15.1 If the Shareholder fails to fund its Capital Contribution or its Expense Contribution, or to execute any Definitive Document, by the Closing Date, such failure shall constitute a material breach of this Term Sheet.

15.2 In such event, EXEP America may, at its election, (i) grant the Shareholder a cure period of ten (10) Business Days, (ii) demand specific performance, and/or (iii) terminate this Term Sheet and re-allocate the Shareholder's Capital Contribution to the other Shareholders or to a further subscriber, in each case without prejudice to any claim for damages actually suffered, including costs incurred and any loss of the allocation in the Round.

15.3 If, after the date of this Term Sheet and prior to Closing, EXEP America becomes aware of a material adverse change in the terms of the Round or in the financial condition or business of Gotobeat, or of any material error or omission in the information previously provided to the Shareholder (a "**Material Development**"), it shall promptly notify the Shareholder in writing. The Shareholder shall then have five (5) Business Days to elect, by written notice, to withdraw from this Term Sheet without penalty or liability, in which case any amounts it has funded, including the Expense Contribution, shall be refunded within ten (10) Business Days. Absent such election, the Shareholder shall be deemed to have accepted the Material Development and to have reaffirmed its obligations hereunder.

16. Representations and Warranties of the Shareholder

By executing this Term Sheet, the Shareholder represents and warrants to EXEP America and to the Company that:

1. it has full legal capacity and authority and, if an entity, is duly organized, validly existing and in good standing under the laws of its jurisdiction, to execute, deliver and perform this Term Sheet and the Definitive Documents;

2. the execution and performance of this Term Sheet does not violate any law, regulation, order or agreement binding on it or its assets;

3. it has not been solicited by way of any public offer, advertisement or general solicitation, and has entered into this Term Sheet on the basis of its own independent evaluation of Gotobeat and of the terms hereof;

4. it has such knowledge and experience in financial, business and investment matters as to be capable of evaluating the merits and risks of this investment, and is able to bear the economic risk of it, including the total loss of the amount invested;

5. it is acquiring the Common Stock of the Company for its own account, for investment purposes only, and not with a view to any resale or distribution;

6. it has had the opportunity to ask questions of, and obtain such information and documents as it considered necessary from, EXEP America and, through EXEP America, concerning Gotobeat;

7. it has consulted, or has had the opportunity to consult, its own independent legal, tax and financial advisers, and has not relied on EXEP America for legal, tax or investment advice;

8. its Capital Contribution and Expense Contribution represent lawful funds of legitimate origin and neither it nor any of its beneficial owners is named on, or is otherwise the target of, any sanctions list maintained by OFAC, the European Union, the United Kingdom or the United Nations; and

9. all information provided by it in connection with this investment is true, correct and complete in all material respects as at the date hereof and will be so as at the Closing Date.

The Shareholder acknowledges that the investment is illiquid, involves a high degree of risk, and may result in the loss of all or substantially all of the amount invested, and that neither EXEP America nor the Company has made any representation, warranty or guarantee as to the future performance, value or return of Gotobeat or of the Company.

17. Representations and Undertakings of EXEP America

By executing this Term Sheet, EXEP America represents, warrants and undertakes to the Shareholder that:

1. all information set out in this Term Sheet is, as of the date hereof, true, correct and complete in all material respects and does not omit any material fact necessary to make the statements made not misleading;

2. each other Shareholder subscribes for Common Stock of the Company on terms identical to those set out in this Term Sheet, at the same issue price per share, with identical voting, economic,

information and transfer rights, and on the same Expense Contribution percentage basis, and no side letter, preferential right, fee, rebate, carried interest or other advantage has been or will be granted to EXEP America or to any other Shareholder;

3. EXEP America receives no fee, commission or other remuneration of any kind in connection with this transaction, whether from the Shareholder, from the Company or from Gotobeat;

4. it shall procure that the Company applies the entirety of the aggregate Capital Contributions to the subscription of Gotobeat shares in the Round, and applies the aggregate Expense Contributions solely to Company Costs as defined in Section 7.1;

5. it shall deliver to the Shareholder, prior to the Closing Date, the Gotobeat Transaction Documents, the completed parameters referred to in Sections 4.5 and 5.1 and the final capitalization table of the Company; and

6. there is no pending or, to its knowledge, threatened litigation, arbitration or regulatory proceeding against EXEP America or the Company that would materially and adversely affect its ability to perform its obligations hereunder or the rights of the Shareholder in the Company.

18. Confidentiality

18.1 Each Party shall keep in strict confidence, and shall not disclose to any third party without the prior written consent of the other Party, all non-public information received in connection with this Term Sheet, the Company or Gotobeat, including the existence and terms of this transaction.

18.2 Disclosure is permitted (i) where required by applicable law, regulation, court order or governmental authority, provided that the disclosing Party gives prompt written notice to the other to the extent legally permissible, and (ii) to the Party's professional advisers bound by equivalent obligations of confidentiality.

18.3 This Section 18 shall survive termination or expiry of this Term Sheet for a period of three (3) years.

19. Nature of the Arrangement

This Term Sheet records a single-transaction co-investment agreed directly and bilaterally between EXEP America and the Shareholder, who has personally evaluated and approved the specific Gotobeat investment described herein and who holds shares of the Company carrying rights identical to those of every other Shareholder. It does not constitute, and shall not be construed as, an offer, invitation or solicitation addressed to the public or to any person other than the Shareholder, and EXEP America is granted no general, discretionary or open-ended mandate to select investments on the Shareholder's behalf.

20. Governing Law and Jurisdiction

20.1 This Term Sheet and the Definitive Documents shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without regard to its conflict of laws principles. The internal affairs of the Company shall be governed exclusively by the Delaware General Corporation Law (DGCL). Rights attaching to the Gotobeat shares held by the Company shall be governed by the laws of England and Wales, in accordance with the Gotobeat Transaction Documents.

20.2 Each Party irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if the Court of Chancery declines jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware) for the resolution of any dispute arising out of or in connection with this Term Sheet, and irrevocably waives any objection as to venue or forum non conveniens.

21. Notices

All notices shall be in writing and shall be deemed duly given (i) when delivered personally, (ii) upon confirmation of receipt when sent by email, or (iii) on the third Business Day following deposit with an internationally recognized courier. Notices to the Shareholder shall be sent to the address and email set out in the Signature Page. Notices to EXEP America or to the Company shall be sent to EXEP America Corp., 850 New Burton Road, Suite 201, Dover, DE 19904, U.S.A., email: desk@exepgroup.com. Either Party may change its notice details by written notice to the other.

22. Miscellaneous

1. Entire agreement. This Term Sheet, together with the Definitive Documents, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, understandings and agreements, whether written or oral.

2. Amendments. No amendment, modification or waiver of any provision shall be effective unless in writing and signed by both Parties, save that the completion of blanks expressly contemplated herein shall not constitute an amendment.

3. Severability. If any provision is held invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

4. No partnership. Nothing herein creates a partnership, joint venture, agency or fiduciary relationship between the Parties other than as expressly set out herein.

5. Business Day. “Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Wilmington, Delaware and in London, England.

6. Counterparts. This Term Sheet may be executed in counterparts, including by electronic signature or PDF, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. Language. This Term Sheet is executed in English. In the event of any translation, the English version shall prevail.

SIGNATURE PAGE

FOR THE SHAREHOLDER

Full name: Edward Kliphuis

Date and place of birth: 15 February 2985

Tax ID: Y6529958-L

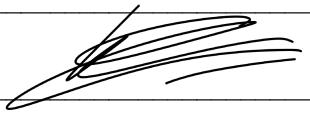
Residential address: Calle de la Hiedra 49, 28109, Alcobendas, Madrid, Spain

Email: ekliphuis@gmail.com

Capital Contribution (USD): 5,700.00

Expense Contribution (USD): 250.00

Name and title of authorized signatory (if an entity): _____



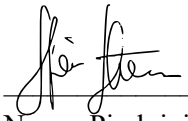
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Signature

Date: 31 August 2026

Place: Madrid, Spain

FOR EXEP AMERICA CORP.

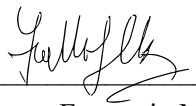


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Name: Pierluigi Matera — Title: Legal Representative

Date: 31 August 2026

Place: Rome, Italy



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Name: Ferruccio Maria Sbarbaro — Title: Legal Representative

Date: 31 August 2026

Place: Rome, Italy