

**PRELIMINARY AGREEMENT
ON
PRODUCT PARTICIPATION DISTRIBUTION**

This Product Participation Distribution Agreement (hereinafter referred to as the “Agreement”) made and entered into on May 17, 2022, by and between the following parties:

Citizen of XXX, Name Lastname (hereinafter referred to as “**Mr. Lastname X**”) and

Citizen of XXX, Name Lastname (hereinafter referred to as “**Mr. Lastname Y**”),

Which are collectively referred to as the "**Participants**" and each individually - "**Participant**".

WHEREAS Participants have planned, are in the process of launching and have intentions to implement a business Product, the goal of which is the travel recommendation platform, under the working title of “product_name” (hereinafter referred to as “**Product**”).

WHEREAS each Participant has relevant experience and expertise in the field of web development, programming.

WHEREAS Mr. Lastname X has relevant experience and expertise in the field of xxx.

WHEREAS Mr. Lastname Y has relevant experience and expertise in the field of yyy.

THEREFORE in consideration of the mutual covenants set forth in this Agreement, Participants hereby agree as follows:

1. Subject of Agreement

Participants agreed to combine their efforts, knowledge, expertise and capabilities to implement the Product under the terms of this Agreement. By signing this Agreement, the Participants shall recognize that they are aware of the competence and capabilities of each other, nature and direction of the Product, its objectives and any significant features that, should they differ, would not allow participants or one of them to participate in the Product and / or sign this Agreement.

2. Shared responsibility

Participants jointly and only on the basis of mutual consent provide overall Product management, including management of its current activity, global and local tasks, decisions regarding suspension, termination or further development of the Product (including through the sale of its institutions in the framework of its legal entity, involvement of third parties in the Product implementation), withdrawal of any Participant from the Product. Nothing in this Agreement, except for the Clauses of Sections 3 and 4 of the Agreement, can be considered as making Participants inequitable within the Product in general or urging either Participant to concede its share of the Product or part of it in favor of another Participant or any third party, unless Participants strictly agree otherwise.

3. Mr. X`s duties.

Mr. X performs tasks in the field of xxx executing the function of Chief Executive Officer (CEO). Mr. X is also empowered hereunder to represent the Product in front of any third party and also express the will of all other Participants signing documents on behalf of the Product (including on behalf of any legal entities to be registered or established within the Product).

All documents, decisions or agreement in front of any third party required X's signature should be prior mutually agreed with Mr. Y and other Participants.

However in case of a deadlock between Participants (eg. the failure to pass a dispute resolution after two or more attempts) Mr. X is entitled with the right to move with his individual decision, or agreement, or the document sign off.

4. Mr. Y`s duties.

Mr. Y performs tasks in the field of yyy executing the function of Chief Technical Officer (CTO).

5. Compensation.

- a. As Participant in the Product, Mr. X at the date of signing of this Agreement and according to the Vesting schedule (see 6. Vesting) shall be entitled to a 60% of ownership and management of the Product, which also means 60% of corporate rights to any legal entity established in the framework of the Product development, with the right to vote and the right to be selected for a leading position of such entity.
- b. As Participant in the Product, Mr. Y at the date of signing of this Agreement and according to the Vesting schedule (see 6. Vesting) shall be entitled to a 30% of ownership and management of the Product,

which also means 30% of corporate rights to any legal entity established in the framework of the Product development, with the right to vote and the right to be selected for a leading position of such entity.

- c. An Option Pool - a block of company equity, at the date of signing of this Agreement shall be reserved for employees in size of 10% of Product stock shares
- d. The above mentioned percentages are simultaneously diluted, unless Participants strictly agree otherwise prior to shares' dilution, regardless of the reasons for such a dilution (involvement investor into the Product, the alienation of shares in the Product or part of the share thereof to third parties, etc.). Such a right to participate in the Product is implemented by Participants, regardless of the value of shares of a legal entity established within the Product.
- e. The right to receive shares / corporate rights of the legal entity established within the Product arises immediately upon establishing of such a legal entity.
- f. Getting other remuneration, including, but not exclusively, by obtaining the right by Participant an option of the additional corporate rights within the Product or payment to Participant of wages as an employee of the legal entity within the Product, takes place on the basis of a separate agreement between Participants, which has the highest legal effect in relation to this Agreement.

6. Vesting

All the entitled shares are signed upfront at the date of signing of this Agreement but not going to the Participants immediately, they become fully entitled to them (or 'Vest' in them) gradually on monthly basis over a period of time in four years with one year Cliff.

A one year cliff means that Participants will not get any shares vested until the first anniversary of Participants start date. At the one year anniversary, Participants will have **25% of your shares vested**. After that, vesting occurs monthly.

One year 'Cliff' also means that if Participant left the company (by personal decision or due to the bad performance) less that one year after this Agreement sign-off this Participant is deprived of all the shares signed upfront to Participant.

Those shares that were not fully vested after the Participant departure could be bought back by remaining Participants ("buy-back clause") at nominal

value (i.e. the price they were worth when the shares were first signed over to the Participant).

7. Expenses.

Each Participant shall bear all actual and reasonable expenses incurred within the process of implementation of this Agreement.

WHEREAS Mr. X covers 67% of expenses and Mr. Y covers 33% of expenses.

In addition, each Participant shall have no obligation to indemnify to the other Participant any costs associated with labor relations or life insurance, or accident, as well as the payment of social insurance contributions, including those for unemployment, state or federal indirect taxes.

8. Pre-emptive Rights and Right Of First Refusal Clause

Any new issuance of shares (pre-emptive right) or outgoing Participant's shares (right of first refusal) must first be offered to existing Participants before they can be sold to a third party.

9. Terms of Agreement.

This Agreement is valid from the signature date and throughout the duration of the Product, including the period after the establishment of the legal entity within the Product. In case of death, loss of physical or legal capacity of either Participant, rights and obligations of such Participant will not be inherited by his or her heritors, except for the right to the corporate rights ownership of a legal entity established within the framework of the Product, which was actually received by the Participant before his death, loss of physical or legal capacity.

10. Termination.

- a. Each Participant may terminate his or her participation in this Agreement by written 10 days prior notice to the other.
- b. With the exception of the Clauses of Section 7 of the Agreement, either Participant may be forcibly excluded from the Product only in case of criminal offense in relation to other Participants or Product itself (by any legal entity and other tangible or intangible asset as part of the Product).
- c. Participants will meet its financial obligations incurred during the term of this Agreement after the date of its termination.

11. Assignment of responsibilities.

Any Participant may delegate performance of its rights and obligations hereunder to a third party, subject to the prior consent of other Participants, which can not unreasonably delayed for more than 14 calendar days. Such a consent granting may be withheld only due to the fact that the third person referred to in this paragraph does not meet, according to another Participant's opinion, the requirements and conditions of the Product.

12.Changes and additions.

No changes, additions and corrections to this Agreement will operate until made in writing and signed by both Participants, and no confirmation, consent or refusal shall not deemed valid till signed by appropriate Participant.

13.Notices.

Any notices, requests, approvals and other documents, which are provided by or arising from this Agreement shall be made in writing and must be deemed to have been validly given and received only in person, delivered by courier, confirmed fax messages or e-mail with confirmation of receipt by the address specified in this Agreement, unless relevant Participant notifies of changes in its address.

14.Jurisdiction.

U.S. state of Delaware legislation regulates all matters arising out of or relating to this Agreement, all relations it regulates, including without exception, its power, interpretation, compilation, voluntary and involuntary execution.

15.Arbitration.

Participants agreed that all disputes, disputes arising between them and relating to this Agreement shall be settled in a friendly way. In the event that a dispute cannot be settled by Participants, it should be settled by arbitration, with the participation of one or more arbitrators, which are controlled by the laws of the U.S. state of Delaware in accordance with its regulations. Arbitration shall take place in the U.S. state of Delaware. The arbitrator will not have authority to award coverage of consequential or incidental damages. All arbitration actions under the Agreement shall begin no later than one year from the date of a dispute or request. Any legal action may be taken by a court of competent jurisdiction. Costs and expenses, including those for representation in court, arbitration or reward for any act of committing an arbitration sentence will be charged to the Participant, who loses arbitration.

16. Severability.

If any provision of this Agreement is held invalid or cannot be met, the other provisions shall remain valid if the essential conditions for Participants remain valid and executable.

17. The essence of the Agreement.

This Agreement is in no case the Memorandum or Articles of Association of a legal entity. In case of establishing of a legal entity within the Product development Participants sign a proper, under the laws of the jurisdiction of such entity, package of constituent documents with specified terms and conditions of this Agreement as it will be applicable at the time of the constituent documents signing.

18. Integrity of Agreement.

This Agreement and its applications constitute a single Agreement between the Participants in fact, but no statement or provision, which is not contained in this Agreement will be considered mandatory or guaranteed for Participants.

19. Copies.

This Agreement shall be signed by Participants in two original copies. All such items may be considered original, and all together will be a single document, and have the contractual force for the Participants as if Participants have signed only one copy of this Agreement. Sending a copy of this Agreement or any other document containing the original signature through fax (with one fax machine to another, or via the Internet), e-mail in ".PDF" format, or other electronic means is considered to be aimed to preserve the original signatures and document type, and having the same effect as the physical delivery of a paper document containing the original signature. "Signed personally" or "original signature" means that the signature was not replicated by mechanical or electronic means.

20. Languages.

This Agreement is made in English language.

IN WITNESS WHEREOF, Participants have signed this Agreement on the date indicated above.

Mr. X

Mr. Y

Identification code:

Address:

Phone:

E-mail: