

SHAREHOLDERS AGREEMENT

dated as of June 30, 2020

relating to

CasperLabs Holdings AG
(CasperLabs Holdings SA)
(CasperLabs Holdings Ltd.)

made by and among

the SHAREHOLDERS

and

the COMPANY

SHAREHOLDERS AGREEMENT

dated as of June 30, 2020 ("**Effective Date**")

and entered into by and among

1. **Shareholders**

Shareholders listed on Annex 3.1

(the Shareholders listed above and each other Person who after the date hereof acquires Ordinary Shares or Preference Shares of the Company and becomes a party to this Agreement by executing a Joinder Agreement, collectively "**Shareholders**" and individually a "**Shareholder**")

and

2. **Company**

CasperLabs Holdings AG, a Swiss corporation with address at Dammstrasse 16, 6300 Zug, Switzerland

("Company")

(Company and Shareholders collectively "**Parties**"
and individually a "**Party**")

Preamble

- A. The Company is organized in the form of a Swiss stock corporation (*Aktiengesellschaft; société anonyme*) registered with the commercial register of the Canton of Zug under the no.°CHE-456.783.617 and having its registered office at Dammstrasse 16, 6300 Zug, Switzerland.
- B. The Parties have entered into a share exchange agreement dated June 30, 2020 ("**Share Exchange Agreement**") pursuant to which the Shareholders exchanged all of their shares in Adaptive Holdings Ltd., a Cayman Island company limited by shares, for shares of the Company ("**Share Exchange**").
- C. As a condition precedent for Share Exchange contemplated by the Share Exchange Agreement, the Parties agreed to execute this Agreement to govern their respective rights and obligations as shareholders of the Company and provide for the rules governing the operation of the Company.

Based on the foregoing, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, capitalized terms shall have the meanings set forth in **Annex 1**.

2. GENERAL UNDERTAKING

The Shareholders acknowledge their common intent to procure, and to generally co-operate with each other so as to ensure, that the Company will be managed and operated with a view to maximizing its value for the Shareholders.

Each Shareholder hereby undertakes to the other Shareholders to:

- (a) generally exercise its powers and voting rights as a shareholder of the Company; and
- (b) procure that the Director(s) nominated by such Shareholder exercise their powers and voting rights on the Board to the extent legally permissible and compatible with the fiduciary duties of such Director(s),

in a manner which is consistent with the terms of this Agreement, and to ensure that the provisions of this Agreement are given full effect at all times during the term of this Agreement.

3. OWNERSHIP STRUCTURE

3.1 Ownership Structure Following Completion of the Share Exchange

As of the completion of the Share Exchange pursuant to the terms and conditions of the Share Exchange Agreement, the ownership structure of the Company and the holdings of each Shareholder in the respective class of Shares shall be as set forth in the **Annex 3.1 ("Ownership Structure")**.

3.2 Implementation of Different Classes of Shares

As at completion of the Share Exchange pursuant to the terms and conditions of the Share Exchange Agreement, the Company's share capital shall be divided into two different classes of Shares: Ordinary Shares and Preference Shares. The respective rights attaching to each of the two different classes of Shares shall be as set forth in this Agreement and the Series A Agreements.

4. ORDER OF PRECEDENCE

4.1 Order of Precedence

The rights and obligations of the Shareholders in their capacity as shareholder of the Company, the organization of the Company, the organization of the Board and the rights and responsibilities of the Directors shall be governed by this Agreement, the Articles, the Series A Agreements and other governing documents of the Company as amended from time to time in accordance with the relevant provisions contained therein.

Unless expressly provided otherwise herein, the Articles, the Series A Agreements, and other governing documents of the Company shall, to the fullest extent permissible under applicable laws, include at all times any provisions required to give full effect to the terms and conditions of this Agreement.

In the event of any conflict or discrepancies between the provisions of this Agreement and the Articles, the Series A Agreements, or any other governing documents of the Company, the provisions of this Agreement shall prevail to the extent such conflicts or discrepancies pertain to matters between and among the Shareholders.

4.2 Articles of Incorporation

As at completion of the Share Exchange, the Company's articles of incorporation shall be substantially in the form as attached hereto as **Annex 4.2 ("Articles")**.

5. BOARD OF DIRECTORS

5.1 Representation of the Board and Initial Composition

The Board shall comprise a maximum of six (6) Directors. Throughout the term of this Agreement:

- (a) the Preference Shareholders shall have the right to be represented on the Board by two (2) Directors nominated by the absolute majority of the voting rights represented by the Preference Shareholders (each a "**Preference Shareholder Director**"); and
- (b) the Ordinary Shareholders shall have the right to be represented on the Board by four (4) Directors nominated by the absolute majority of the voting rights represented by the Ordinary Shareholders.

5.2 Election

The Directors shall be elected by the General Meeting of Shareholders in accordance with Section 5.1 and the Series A Voting Agreement.

5.3 Chairman

As of the date of this Agreement, the Chairman shall be Terren Peizer. Thereafter, the Chairman shall be elected, from time to time, by the Board. The Chairman shall have the casting vote.

6. FINANCIAL MATTERS

6.1 No Commitment for Further Funding

Nothing herein shall be deemed to constitute a binding commitment on any of the Shareholders to provide for any financing or funding to the Company in whatever form or manner (including, without limitation, by way of equity financing, debt financing or any combination thereof).

6.2 Raising of Additional Financing

In order to finance the Company and its operations, the Company shall use its best efforts to raise sufficient additional equity financing in one or a series of additional financing rounds or debt financing, if and as proposed by the Board.

6.3 Waiver of Preemptive Rights/ statutory subscription right (Bezugsrecht; droit de souscription préférentiel)

In order to avoid potential conflicts with the Series A Agreements, in particular but not limited to give full effect to the Series A Subscription Preference, each Shareholder hereby irrevocably waives any and all preemptive rights / statutory subscription right (Bezugsrecht; droit de souscription préférentiel) it may have to acquire any new shares of the Company. This has the consequence that a Shareholder is not entitled to the proportion of the newly issued shares that corresponds to his existing participation.

7. PREFERENCES

7.1 Liquidity Event

- 7.1.1 In the event of any Liquidation Event (as defined below), either voluntary or involuntary, the holders of Preference Shares shall be entitled to receive the proceeds of such Liquidation Event as set forth in Section 4.2 of the Articles (the "**Liquidation Preference**")
- 7.1.2 Each holder of Ordinary Shares hereby irrevocably undertakes, in favor of the holders of Preference Shares, to execute all documents or instruments and to take all required actions and measures to comply with and (to the extent not yet effected) effect the Liquidation Preference, and each holder of Ordinary Shares hereby irrevocably assigns to each holder of higher ranking Preference Shares pro rata to their holdings of Preference Shares, to the extent required to give effect to the Liquidation Preference as between and among the Ordinary Shareholders and holders of Preference Shares, its rights vis-à-vis the Company to receive the Liquidation Preference proceeds, and each holder of higher ranking Preference Shares hereby accepts such assignment, in each case with effect as per the occurrence of a Liquidation Event. The Company hereby acknowledges its notification of such assignment.
- 7.1.3 For purposes of this Article, a "**Liquidation Event**" shall include (A) the closing of the sale transfer, or other disposition of all or substantially all of the Company's assets, (B) the consummation

of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of shares of the Company immediately prior to such merger or consolidation continue to hold at least fifty percent (50%) of the voting power of the shares of the Company or the surviving or acquiring entity in substantially the same proportions as held by such holders immediately prior to such merger or consolidation), (C) the closing of the transfer (whether by merger, consolidation, exchange or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than (x) an underwriter of the Company's securities or (y) a person or group of affiliated persons that holds securities of the Company prior to such transaction or series of related transactions), of the Company's shares if, after such closing, such person or group of affiliated persons would hold fifty percent (50%) or more of the voting shares of the Company (or the surviving or acquiring entity) and (D) a liquidation, dissolution or winding up of the Company; provided, however, that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the jurisdiction of the Company's incorporation, or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's shares immediately prior to such transaction. The treatment of any particular transaction or series of related transactions as a Liquidation Event as defined in subclause (D) above may be waived by the vote or written consent of the holders of a simple majority of the Preference Shares, voting together as a single class (including a simple majority of the Series A Preference Shares outstanding if more than one series of Preference Shares exists).

7.1.4 In any Liquidation Event, if the proceeds received by the Company or its Shareholders is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

- (a) securities not subject to investment letter or other similar restrictions on free marketability covered by article 7.2.5(b) below:
 - (i) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty (20) trading-day period ending three (3) trading days prior to the closing of such Liquidation Event;
 - (ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) trading-day period ending three (3) trading days prior to the closing of such Liquidation Event; and
 - (iii) If there is no active public market, the value shall be the fair market value thereof, as determined by the board of directors.
- (b) 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 shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in article 7.2.5(a)(i), (ii) or (iii) to reflect the approximate fair market value thereof, as mutually determined by the company and the holders of a simple majority of the voting power of all then outstanding Preference Shares (voting together as a single class).

- (c) The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event may be superseded by any de-termination of such value set forth in the definitive agreements governing such Liquidation Event.

7.1.5 In the event the foregoing requirements of this article 7.2 are not complied with, the Company shall forthwith either:

- (a) cause the closing of such Liquidation Event to be postponed until such time as the requirements of this article have been complied with; or
- (b) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Preference Shares shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in article 7.2.7 hereof.

7.1.6 The Company shall give each holder of record of Preference Shares written notice of such impending Liquidation Event not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this article, and the Company shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the Company has given the first notice provided for herein or sooner than ten (10) days after the Company has given notice of any material changes provided for herein; provided, however, that such periods may be shortened or waived upon the written consent of the holders of Preference Shares that represent a simple majority of the voting power of all Preference Shares (voting together as a single class).

7.2 Subscription Preference & Anti-Dilution Adjustments

7.2.1 Grant

The Shareholders acknowledge and agree that subject to the limitation set forth in Section 7.2.3 certain Major Investors (as defined in the Series A Investors Rights Agreement) in Preference Shares shall have a preferential right set forth in Section 4 of the Series A Investors Rights Agreement to subscribe for any new equity or equity-related securities offered by the Company (the "**Series A Subscription Preference**").

In addition to clause 6.3 above, each holder of Ordinary Shares hereby irrevocably waives, to the benefit of the holders of Preference Shares and to the extent necessary to give full effect to the Series A Subscription Preference any statutory subscription right (*Bezugsrecht; droit de souscription préférentiel*) it may have, and each of the Ordinary Shareholders hereby undertakes to execute the necessary waivers required by law, to exercise its powers and voting rights in General Meetings of Shareholders, and to procure that the Director(s) nominated by such Shareholder exercise their powers and voting rights on the Board, in full compliance with the Series A Subscription Preference.

7.2.2 Anti-Dilution Adjustments

In the event the Company issues (i) either equity at a subscription or purchase price or (ii) securities convertible into equity at a conversion price ("**Additional Shares**"), in each case below

the Series A Preference Share Price, each holder of Preference Shares shall, in consideration for the subscription amount paid by each Preference Shareholder in accordance with the terms and conditions of the Series A Preference Shares Purchase Agreement and subject to the limitation set forth in Section 7.2.3, be entitled to a number of additional Ordinary Shares (the "**Anti-Dilution Adjustment**") determined as follows:

- (A) Dividing the number of Preference Shares held by the Preference Shareholder by a fraction, the numerator of which shall be the number of Ordinary Shares Outstanding (as defined below) immediately prior to such issuance plus the number of Ordinary Shares that the aggregate consideration received by the Company for such issuance would purchase at the Series A Preference Share Price; and the denominator of which shall be the number of Ordinary Shares Outstanding (as defined below) immediately prior to such issuance plus the number of such Additional Shares (the "**Post-Adjustment Shares**"); and then
- (B) Subtracting the number of Preference Shares held by the Preference Shareholder from the Total Post-Adjustment Shares.

For purposes of this Section 7.2.2, the term "**Ordinary Shares Outstanding**" shall mean and include the following: (1) outstanding Ordinary Shares, (2) Ordinary Shares issuable upon conversion of outstanding Preference Shares, (3) Ordinary Shares issuable upon exercise of outstanding share options, and (4) Ordinary Shares issuable upon exercise (and, in the case of warrants to purchase Preference Shares, conversion) of outstanding warrants. Shares described in (1) through (4) above shall be included whether vested or unvested, whether contingent or non-contingent and whether exercisable or not yet exercisable.

Each Shareholder hereby agrees with the other Shareholders that the Anti-Dilution Adjustment shall be effected by the issuance to each holder of Preference Shares of the required number of additional Ordinary Shares at nominal value payable by the Preference Shareholders to achieve the Anti-Dilution Adjustment.

Each of the Shareholders hereby undertakes to execute the necessary waivers required by law, to exercise its powers and voting rights in General Meetings of Shareholders, and to procure that the relevant Director(s) nominated by such Shareholder exercise(s) its/their powers and voting rights on the Board, in order to facilitate this Anti-Dilution Adjustment in accordance with this Section 7.2.2.

7.2.3 Limitations

- (a) Exemptions from Additional Shares. It is acknowledged and agreed that the Anti-Dilution Adjustment set forth in this Section 7.2 shall not apply, and all Shareholders hereby unconditionally and irrevocably waive all their preferential subscription rights hereunder or at law and the Anti-Dilution Adjustment set forth herein with respect to:
 - (i) Ordinary Shares issued upon conversion of the Preference Shares;
 - (ii) Ordinary Shares issued or issuable to employees, directors, consultants and other service providers for the primary purpose of soliciting or retaining their services pursuant to plans or agreements approved by the Board, including the affirmative vote of at least one Preference Shareholder Director;

- (iii) Ordinary Shares issued (but not deemed issued) pursuant to the conversion or exercise of convertible or exercisable securities outstanding on the Effective Date;
 - (iv) Ordinary Shares issued or issuable in connection with a bona fide business acquisition of or by the Company approved by the Board, including the affirmative vote of at least one Preference Shareholder Director, whether by merger, consolidation, sale of assets, sale or exchange of shares or otherwise;
 - (v) Ordinary Shares issued or issuable in connection with bona fide sponsored research, collaboration, joint venture, technology license, development, OEM, marketing or similar arrangements or strategic partnerships approved by the Board, including the affirmative vote of at least one Preference Shareholder Director;
 - (vi) Ordinary Shares issued or issuable in connection with the provision of goods or services pursuant to transactions approved by the Board, including the affirmative vote of at least one Preference Shareholder Director;
 - (vii) Ordinary Shares issued or issuable pursuant to equipment lease financings, debt financings, commercial transactions, or bank credit arrangements entered into for primarily non-equity financing purposes and approved by the Board, including the affirmative vote of at least one Preference Shareholder Director;
 - (viii) Ordinary Shares issued or issuable in an underwritten public offering; and
 - (ix) Securities that are issued pursuant to a settlement or agreement expressly approved by the unanimous vote of the Board.
- (b) Waiver of Anti-Dilution Adjustment. Notwithstanding anything herein to the contrary, any Anti-Dilution Adjustment may be waived, either prospectively or retroactively and either generally or in a particular instance, by the holders of a simple majority of the then outstanding Preference Shares, voting as a separate class. Any such waiver shall bind all future holders of Preference Shares of such series.
- (c) No Fractional Shares. No fractional shares shall be issued upon the issuance of an Anti-Dilution Adjustment, and the aggregate number of Ordinary Shares to be issued to particular shareholders shall be rounded down to the nearest whole share and the Company shall pay in cash the fair value of any fractional shares as of the time when entitlement to receive such fractions is determined. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of Preference Shares the holder is at the time converting into Ordinary Shares and the number of Ordinary Shares issuable upon such conversion.

8. CONVERSION

8.1 Voluntary Conversion

Each holder of Preference Shares shall have the right to request at any time during the term of this Agreement the conversion of all or a part of its Preference Shares into Ordinary Shares at a 1:1 conversion ratio by providing notice to this effect to all other Shareholders and the Company in accordance with Section 12.5 ("**Notice of Voluntary Conversion**"). All preferential

rights accrued to the holder of Preference Shares under Section 7 and prior to the date of such Notice of Voluntary Conversion shall cease and terminate automatically upon receipt by the other Shareholders of such Notice of Voluntary Conversion and such holder of Preference Shares shall, with regard to such converted shares, have the same rights and obligations under this Agreement as the other Ordinary Shareholders. The Parties shall procure that the Articles will be adjusted accordingly, if necessary.

8.2 Mandatory Conversion in IPO

All Preference Shares shall be converted into Ordinary Shares at a conversion rate of 1:1 immediately upon the earlier of (i) an IPO of the Company, or (ii) the date or condition specified by written consent or agreement of the holders of a simple majority of the then outstanding Preference Shares, voting as a single class (including a simple majority of the Series A Preference Shares outstanding if more than one series of Preference Shares exists) or (iii) the payment of dividends or other distributions in any form, by the Company or its affiliate, from time to time in an aggregate amount equal to or exceeding the Series A Preference Share Price plus all declared and unpaid dividends thereon. If the Company has made, or caused an affiliate to make, an offer to all holders of the Preference Shares to purchase their Preference Shares in cash or in any form at a price exceeding the Series A Preference Share Price plus all declared and unpaid dividends thereon, and to the extent such offer is not accepted in accordance with its terms (such non-accepting Preference Shares, the "**Non-accepting Preference Shares**"), the Company may, at its election, in connection with such offer, convert the Non-accepting Preference Shares into Ordinary Shares at the Conversion Rate at the time in effect for such series of Preference Shares. In the case of any dividend, distribution or offer made in whole or in part other than cash, the amounts thereof other than cash shall be deemed to be the fair value thereof as determined in good faith by the Board irrespective of any accounting treatment.

In case of an IPO of the Company all Preference Shares shall be converted into Ordinary Shares on the last business day prior to the first trading day. If, within a period of 30 Calendar days following the conversion, no IPO is closed, each holder of Preference Shares, by written notice, may require the other Parties to re-establish the share structure and preference rights as existing prior to the conversion.

Any mandatory conversion shall require prior written notice to this effect by the Company to all other Shareholders in accordance with Section 12.5 ("**Notice of Mandatory Conversion**"). If a Liquidation Event should occur prior to the conversion, all preferences shall apply as if no conversion had taken place.

8.3 Approval

In order to achieve the conversion of Preference Shares into Ordinary Shares in accordance with Sections 8.1 and 8.2, each Shareholder hereby undertakes to the other Shareholders to approve the necessary shareholder resolution(s) to effect the above conversion as soon as reasonably practicable after Notice of Voluntary Conversion and/or Notice of Mandatory Conversion has been given in accordance with this Section 8.

9. SHARE REGISTER

9.1 No Issuance of Share Certificates

The Shareholders acknowledge and agree that the Company will not physically issue share certificates. Rather, all holdings of Shares will be recorded in the Company's share register.

9.2 Issue and Transfer of Shares / Registrations in Share Register

Accordingly, the issuance of Shares by the Company and Transfers of Shares in accordance with, and subject to, Swiss law, the Articles, and the terms and conditions hereof, will be effected solely by way of:

- (a) a duly executed assignment declaration from the Transferring Shareholder; and
- (b) the registration of the relevant Party as a shareholder in the Company's share register.

10. JOINDER AND RELEASE

Each Shareholder undertakes to the other Shareholders that no person or entity shall become a shareholder of the Company unless and until such person or entity shall first have executed the Joinder Agreement pursuant to which such person or entity agrees to be fully bound by and be entitled pursuant to the terms and conditions of this Agreement. Each of the Parties agrees that any such Joinder Agreement that is based on an acquisition of Shares permitted pursuant to this Agreement does not need to be signed by the Parties to this Agreement.

Any Party that ceases to be a shareholder of the Company in accordance with the provisions of this Agreement shall automatically cease to be a Party to this Agreement and shall be released from the provisions hereof; *provided* that such cessation and release shall be without prejudice to any accrued rights and obligations of the relevant Party existing at the time of such cessation and release and, for the avoidance of doubt, any restrictions and/or obligations contained in Section 12.2 shall continue to apply as provided therein.

11. TERM

This Agreement shall be effective as of the Effective Date and shall continue in effect until and shall terminate upon the earliest to occur of:

- (a) upon the first trading day of the Company's shares following an IPO;
- (b) the consummation of a Liquidation Event with distribution of proceeds to or escrow for the benefit of the Shareholders in accordance with the Articles and this Agreement;
- (c) for a specific Party upon such Party ceasing to be a shareholder of the Company in accordance with the terms and conditions of this Agreement; and
- (d) termination of this Agreement in accordance with Subsection 12.8 below.

(it being understood that in case of sub-paragraph (c), such termination of this Agreement with respect to such Party shall be without prejudice to the continued binding effect of this Agreement for and among all other Parties).

12. MISCELLANEOUS

12.1 Nature of Parties' Rights and Obligations

Except as specifically provided otherwise in this Agreement, the rights and obligations of the Parties hereunder shall be several (and not joint). Each Shareholder may exercise and enforce its rights hereunder individually in accordance with this Agreement, and the non-performance by the Company or another Shareholder ("**Defaulting Party**") shall neither relieve the Company nor any other Shareholder from performing its obligations under this Agreement, nor shall the Company (*provided* it is not the Defaulting Party) or any other Shareholder be liable for the non-performance by the Defaulting Party.

12.2 Confidentiality

The existence as well as the terms and conditions of this Agreement, and any information exchanged among the Parties (including their respective representatives or advisors) in connection with their investment and common shareholdings in the Company and/or received from any Party and/or the Company's representatives pertaining to the business and the operation of the Company (all such information collectively "**Confidential Information**"), shall be kept strictly confidential by each Party. The Parties shall neither use in any form nor disclose to any third party any Confidential Information unless explicitly authorized by this Agreement. The Parties shall ensure that their employees, directors and any other representatives as well as the advisors of each Party to whom any such Confidential Information is entrusted comply with these restrictions.

The term Confidential Information shall not include any information: (i) which as of the time of its disclosure by a Party was already lawfully in the possession of the receiving Party as evidenced by written records, or (ii) which at the time of the disclosure was in the public domain, or (iii) the disclosure of which was previously explicitly authorized by the respective Party.

The non-disclosure obligation shall not apply to any disclosure of Confidential Information required by law or regulations. In the event a disclosure of Confidential Information is required by law or regulations (including, without limitation, for tax, audit or regulatory purposes), the disclosing Party shall use all reasonable efforts to arrange for the confidential treatment of the materials and information so disclosed.

Each Party may use any Confidential Information in accordance with this Agreement. But, subject to the terms hereof, each Party acknowledges and agrees that any Confidential Information made available to it (including to any representative or advisor of such Party) by the Company or any other Party (including their representatives or advisors) hereunder shall not be used by such Party other than (i) as permitted under this Agreement or (ii) for the benefit of the Company, and shall not be exploited by or for the benefit of such Party or any of its Affiliates or third party.

Nothing herein shall restrict the Company from granting third parties customary due diligence access for purposes of financial, commercial, strategic or similar transactions based on appropriate non-disclosure and non-use agreements.

12.7 Severability

If at any time any provision of this Agreement or any part thereof is or becomes invalid or unenforceable, then neither the validity nor the enforceability of the remaining provisions or the remaining part of the provision shall in any way be affected or impaired thereby. The Parties agree to replace the invalid or unenforceable provision or part thereof by a valid or enforceable provision which shall best reflect the Parties' original intention and shall to the extent possible achieve the same economic result.

12.8 Amendments, Modification, or Termination

This Agreement (including this Section 12.8) may be amended, modified, or terminated only in writing by an instrument signed by (i) the Company, (ii) the holders of a simple majority of the voting power of all then outstanding Preference Shares (voting together as a single class), and (iii) the holders of a simple majority of the voting power of all then outstanding Ordinary Shares (voting together as a single class).

For the avoidance of doubt, amendments or modifications of the Articles, or other constitutive, organizational and governing documents shall not require an amendment of this Agreement, *provided*, however, that such amendment or modification is made in accordance with the provisions hereof including the consent requirements applicable for such amendments or modifications under this Agreement.

12.9 Waiver of Rights; Delay or Omissions.

No waiver by a Party of a failure of any other Party to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a similar or different character. 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.

12.10 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 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.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

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

13.2 Dispute Resolution

The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the District of Southern District of New York 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 New York or the United States District Court for the District of Southern District of New York, 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.

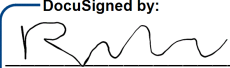
WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF 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.

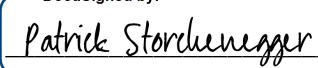
* * * * *

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

DocuSigned by:
By: 
Name: Ralf Kubi 7142542FC1694E5...
Title: Director

DocuSigned by:
By: 
Name: Patrick Storchenegger D3144339C85D4F7
Title: Director

SHAREHOLDERS:

Name: _____

Signature: _____

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

NG WEI HAO MICHAEL
Name: _____

Signature: 
4A5622C48B474DF...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Novel TMT Ventures Limited

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Green Frog Investments Inc.

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by shareholder under the Voting Agreement, dated June 11, 2019

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

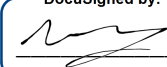
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Craig C. Sellars
Name: _____

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Jack Lynch _____

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar _____

Executed by the President of
Adaptive Holdings Ltd. by Power of
Attorney granted by Shareholder
under the Voting Agreement, dated
June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

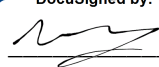
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Steven Nerayoff

Signature:  _____
DocuSigned by:
555685EC7C0F404...
Mrinal Manohar

Signatory: _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Daniel Schwartz
Name: _____

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

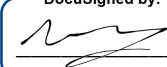
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Brock Jeffrey Pierce

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of
Adaptive Holdings Ltd. by Power of
Attorney granted by Shareholder
under the Voting Agreement, dated
June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

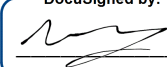
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Ankur Prasad

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

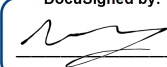
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

David C. Younts
Name: _____

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

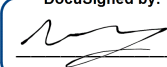
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Oneboat Capital Limited

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

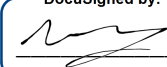
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Distributed Global Fund II LP

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

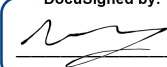
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Qualia LLC _____

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: CryptoParenCy Master Fund, LP

Signature:  _____
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

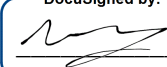
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Spark Capital Management Co., Ltd.

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Coordination Technology LTD

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: HashKey Blockchain Investment Fund

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Bell Limited Partnership

Signature:  _____
DocuSigned by:
555685EC7C0F404...

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

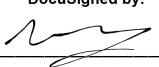
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Michael Samuel Steuer
Name: _____

Signature:  _____
DocuSigned by:
555685EC7C0F404...
Mrinal Manohar

Signatory: _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

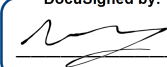
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Stephen Jon Careaga
Name: _____

Signature:  _____
DocuSigned by:
555685EC7C0F404...
Mrinal Manohar
Signatory: _____

Executed by the President of Adaptive Holdings Ltd. by Power of Attorney granted by Shareholder under the Voting Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Edward Alexander Kelly

Signature:  _____
DocuSigned by:
555685EC7C0F404...
Mrinal Manohar

Signatory: _____
Executed by the President of
Adaptive Holdings Ltd. by Power
of Attorney granted by
Shareholder under the Voting
Agreement, dated June 11, 2019.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Hamble International, Inc.

Signature:  _____

Signatory: Mrinal Manohar

Executed by the President of Adaptive Holdings Ltd. by
Power of Attorney granted by Shareholder under the
Voting Agreement, dated June 11, 2019, to effect the
Drag-Along Right.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director


By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Gonzalo Federico Rodriguez-Fraile

Signature: 
35AA0BABA37E4E6...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Arrington XRP Capital Cayman SPV, Ltd.

Signature: 
3B61405F88514CD...

Signatory: Michael Arrington

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: DAF ICO Fund Inc. _____

Signature:  _____
7198112506884C6...

Signatory: Richard Galvin _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Digital Asset Capital Management Inc.

Signature:  _____
7198112506884C6...

Signatory: Richard Galvin

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Digital Asset Fund Inc. _____

Signature:  _____
7198112506884C6...

Signatory: Richard Galvin _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

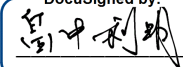
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Toshiaki Hatanaka
Name: _____

Signature:  _____
DocuSigned by:
85EB6545B5224C1...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Adam Lindemann

Signature: 

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

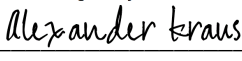
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Alexander Kraus
Name: _____

Signature:  _____
DocuSigned by:
CBD1F6221CEC465...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

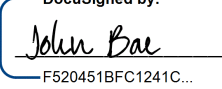
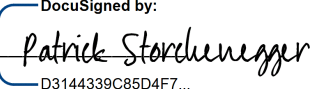
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: HDAC Technology AG

Signature:	 <small>DocuSigned by: F520451BFC1241C...</small>	 <small>DocuSigned by: D3144339C85D4F7...</small>
Signatory:	<u>John Bae</u>	<u>Patrick Storchenegger</u>

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Arnan Manoj Joahill
Name: _____

Signature:  _____
9500DB37B8D242D...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: SNZ Holding Limited _____

Signature:  _____
DocuSigned by:
11C2222CDA5649A...

Signatory: Yanling Zhang _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: _____
Varun Gupta

Signature: _____
DocuSigned by:
Varun Gupta
E7463AF4FDC8472...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

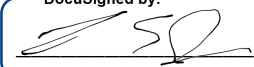
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Acuitas Group Holdings, LLC

Signature:  _____
DocuSigned by:
6C3EE2692FC048B...

Signatory: Terren Peizer

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

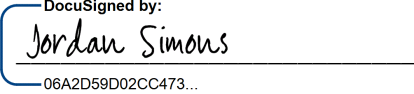
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: JRC Advisors LLC _____

Signature:  _____
06A2D59D02CC473...

Signatory: Jordan Simons _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Blockchange Ventures II, LP

Signature:  _____
DocuSigned by:
1EEA7620D6E3418...

Signatory: Ken Seiff

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above


CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Gwei Assets Limited _____

Signature:  _____
DocuSigned by:
1FB1471118034CD...

Signatory: Jovar Gaylan _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

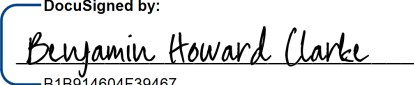
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Benjamin Howard Clarke

Signature:  _____
B1B914604F39467...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Robert Rivas Collins

Signature: 

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: vijay Garg _____

Signature:  _____

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

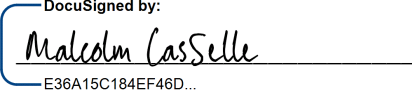
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Light Entertainment, Inc.

Signature:  _____
E36A15C184EF46D...

Signatory: Malcolm CasSelle

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Axiom Holdings Group, LLC

Signature:  _____
DocuSigned by:
32FDE3784E86428...

Signatory: Paul Keating

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

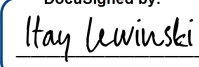
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Tokenseed SEZC

Signature:  _____
DocuSigned by:
F9C5DD90BAE14D6...

Signatory: Itay Lewinski

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

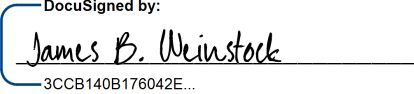
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Mostock Ventures LLC

Signature:  _____
3CCB140B176042E...

Signatory: James B. weinstock

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Daragh Brown
Name: _____

Signature:  _____
8D408576800140B...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Simpino Limited

Signature:  _____
6D98970B3A30457...

Signatory: Jiri Novotny

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: BKCM Digital Asset Master Fund LTD

Signature:  _____
DocuSigned by:
44E6D74A8BED43C...

Signatory: Brian Kelly

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

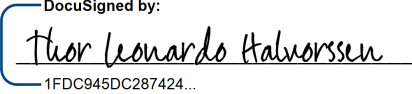
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Thor Leonardo Halvorsen

Signature:  _____
1FDC945DC287424...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

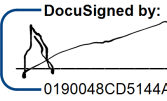
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Stephen Morris
Name: _____

Signature:  _____
0190048CD5144AE...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Name: Derek Chan & Leigh Chan

Signature:	 <small>DocuSigned by: A92109A4653F412...</small>	 <small>DocuSigned by: 28C47D72DB2B47E...</small>
Signatory:	<u>Derek Chan</u>	<u>Leigh Chan</u>

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Sexton Equities, LLC

Signature:  _____
DocuSigned by:
BD1E148BCDF14DD...

Signatory: AJ Sexton V

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

George Lambeth
Name: _____

Signature:  _____
29718705C3904A1...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Melissa Barron

Signature:  _____
B2928ACFF4D1463...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Omer ozden _____

Signature:  _____
48F752074A70452...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

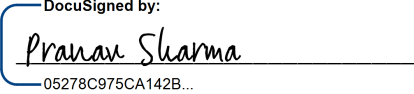
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Woodstock Inc.

Signature:  _____
05278C975CA142B...

Signatory: Pranav Sharma

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

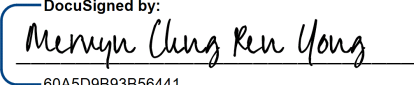
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Mervyn Chng Ren Yong _____

Signature:  _____
60A5D9B93B56441...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Consensus Capital LLC

Signature:  _____
DocuSigned by:
84C6A2D36805401...

Signatory: Matti Liukas

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Terry Gross _____

Signature:  _____
DocuSigned by:
Terry Gross
2B17C5BDF43A469...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Neil Kapoor _____

Signature:  _____
1980B67B1E564AA...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

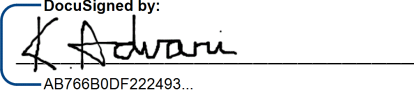
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Chain Consensus Limited

Signature:  _____
AB766B0DF222493...

Signatory: Kingsley Advani

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: winslow carter strong

Signature:  _____
D1B00B53037C403...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Medha Parlikar
Name: _____

Signature:  _____
A931CAECCFCA498...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

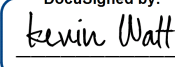
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Kevin Watt

Signature:  _____
DocuSigned by:
0848455646274EB...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Joseph Murray
Name: _____

Signature:  _____
DocuSigned by:
FFA684478F2240A...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

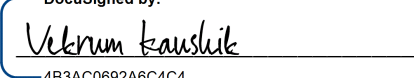
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

 vekrum kaushik
Name: _____

Signature:  _____
4B3AC0692A6C4C4...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director


By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Daniel Kaufman

Signature:  _____
8A42FAE6D8474DA...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

James Passin
Name: _____

Signature:  _____
DocuSigned by:
DAB3E6871761473...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Medwyn D. Blazer
Name: _____

Signature:  _____
D4C4216BBB8C426...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Casper RAM LLC _____

Signature:  _____
FE83AC69CDF94B1...

Signatory: Todd Goergen _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

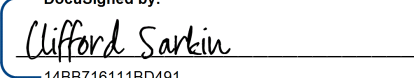
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Clifford Sarkin _____

Signature:  _____
14BB716111BD491...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

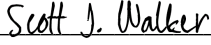
CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

 Scott J. Walker
Name: _____

Signature:  _____
DocuSigned by:
E31E74A0D04647D...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____
Name: Ralf Kubli
Title: Director

By: _____
Name: Patrick Storchenegger
Title: Director

SHAREHOLDERS:

Mrinal Manohar
Name: _____

Signature:  _____
B2FFB589FC23461...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director

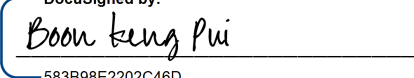
By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Boon Keng Pui _____

Signature:  _____
583B98E2202C46D...

Signatory: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above

CASPERLABS HOLDINGS AG

By: _____

Name: Ralf Kubli

Title: Director


By: _____

Name: Patrick Storchenegger

Title: Director

SHAREHOLDERS:

Name: Shauna Mei Devand _____

Signature:  _____
E9ADCDA56B494...

Signatory: _____

List of Annexes

Annex 1:	Defined Terms
Annex 3.1:	Ownership Structure
Annex 4.2:	Articles
Annex 10:	Joinder Agreement

Defined Terms

"**Affiliate**" shall mean any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the person or entity specified and includes funds, investment vehicles or other entities formed or incorporated in any jurisdiction which are managed by any of the Investors.

"**Agreement**" shall mean this shareholders agreement dated as of June 30, 2020 including the Preamble and its Annexes, as amended from time to time in accordance with its terms.

"**Annex**" shall mean an annex to this Agreement.

"**Anti-Dilution Adjustment**" shall have the meaning set forth in Section 7.2.2.

"**Articles**" shall mean the articles of incorporation of the Company attached to this Agreement in **Annex 4.2** (as amended from time to time in accordance with the terms of this Agreement).

"**Board**" shall mean the board of directors of the Company, as appointed from time to time in accordance with the terms of this Agreement.

"**Chairman**" shall mean the chairman of the Board (*Verwaltungsratspräsident; président du conseil d'administration*).

"**Ordinary Shares**" shall mean the ordinary registered shares of the Company (*Stammaktien; actions ordinaires*) held by a Party hereto from time to time in accordance with this Agreement and the Articles.

"**Ordinary Shareholders**" shall mean the holders of Ordinary Shares.

"**Company**" shall mean CasperLabs Holdings AG, a Swiss corporation.

"**Confidential Information**" shall have the meaning set forth in Section 12.2.

"**Defaulting Party**" shall have the meaning set forth in Section 12.1.

"**Director**" shall mean each of the members of the Board appointed from time to time in accordance with the terms of this Agreement.

"**IPO**" shall mean the initial public listing of Shares of the Company on an internationally recognized securities exchange with aggregate proceeds to the Company (prior to underwriting discounts and commissions) of not less than USD 20,000,000.

"**Joinder Agreement**" shall mean the joinder agreement in form and substance of Annex 10 attached hereto.

"**Liquidation Event**" shall have the meaning set forth in Section 7.1.3.

"**Notice of Mandatory Conversion**" shall have the meaning set forth in Section 8.2.

"**Notice of Voluntary Conversion**" shall have the meaning set forth in Section 8.1.

"**Ownership Structure**" shall have the meaning set forth in Section 3.1.

"**Page**" shall mean a page of this Agreement.

"**Party**" shall mean each of the Shareholders and the Company.

"**Preamble**" shall mean a preamble of this Agreement.

"**Preference Shareholders**" shall mean the holders of Preference Shares.

"**Preference Shareholder Director**" shall have the meaning set forth in Section 5.1(a).

"**Preference Shares**" shall mean the preference registered shares of the Company (*Vorzugsaktien; actions préférentielles*) held by a Party hereto from time to time in accordance with this Agreement and the Articles.

"**Section**" shall mean a section of this Agreement.

"**Series A Agreements**" shall mean collectively, the Amended and Restated Investor Rights Agreement, the Amended and Restated Right of First Refusal and Co-Sale Agreement, and the Amended and Restated Voting Agreement, between the Company and the Shareholders, originally dated June 11, 2019, and amended and restated on June 30, 2020.

"**Series A Investors Rights Agreement**" shall mean the Amended and Restated Investor Rights Agreement, between the Company and the Shareholders, originally dated June 11, 2019, and amended and restated on June 30, 2020.

"**Series A Preference Shares Purchase Agreement**" shall mean the Series A Preference Shares Purchase Agreement, between the Company and the Shareholders, dated June 11, 2019.

"**Series A Preference Share Price**" shall mean 6.70 USD.

"**Series A Voting Agreement**" shall mean the Amended and Restated Voting Agreement, between the Company and the Shareholders, originally dated June 11, 2019, and amended and restated on June 30, 2020.

"**Share Exchange**" shall have the meaning set forth in the Preamble B.

"**Share Exchange Agreement**" shall have the meaning set forth in the Preamble B.

"**Shareholder**" shall mean each shareholder of the Company.

"**Shares**" shall mean any shares from time to time issued by the Company (including, but not limited to Ordinary Shares and Preference Shares).

"**Transfer**" (or "Transferred", "Transferring" "Transferable") shall mean any sale, assignment, pledge, encumbrance or any other disposal or transfer of Shares by contract, inheritance, court order or by operation of law.

Ownership Structure

Shareholder Name		Ordinary Shares	Preference Shares
Acuitas Group Holdings, LLC			487,401
Adam Lindemann		15,300	
Alexander Kraus			7,463
Ankur Prasad		38,200	
Arnan Manoj Joahill			43,030
Arrington XRP Capital Cayman SPV, LTD.			29,851
Axiom Holdings Group, LLC			149,254
Bell Limited Partnership			158,704
Benjamin Howard Clarke			30,283
BKCM Digital Asset Master Fund LTD		45,900	
Blockchange Ventures II, LP			74,627
Brock Jeffrey Pierce		133,000	
Casper RAM, LLC			77,520
Chain Consensus Limited			4,722
Clifford Sarkin		30,600	
Consensus Capital LLC			149,254
Coordination Technology LTD		400,000	
Craig C. Sellars			9,422
CryptoParenity Master Fund, LP			19,015
DAF ICO Fund Inc.			29,851
Daniel Kaufman			18,775
Daniel Schwartz		5,100	
Daragh Brown			9,418
David C. Younts			13,272
Derek Chan and Leigh Chan			37,314
Digital Asset Capital Management Inc.			11,941
Digital Asset Fund Inc.			14,926
Distributed Global Fund II LP			37,314
Edward Alexander Kelly		300,000	
George Lambeth			7,463
Gonzalo Federico Rodriguez-Fraile			22,389
Green Frog Investments Inc.			19,035
Gwei Assets Limited			46,732
Hamble International, Inc.			18,675
HashKey Blockchain Investment Fund			37,314
HDAC Technology AG			298,508
Jack Lynch		7,650	
James Passin			9,670
Joseph Murray		7,650	

JRC Advisors LLC			18,910
Kevin Watt		38,200	
Light Entertainment, Inc.			4,717
Medha Parlikar		122,400	
Medwyn David Blazer			9,406
Melissa Barron			9,506
Mervyn Chng Ren Yong		30,600	47,537
Wei Hao Michael Ng			19,015
Michael Samuel Steuer		300,000	
Mostock Ventures LLC			7,463
Mrinal Manohar		400,000	
Neil K. Kapoor		30,000	9,489
Novel TMT Ventures Limited			9,443
Omer Ozden			19,048
Oneboat Capital Limited			74,627
Boon Keng Pui			19,000
Qualia LLC			9,376
Robert Rivas Collins			11,071
Scott J. Walker		400,000	
Sexton Equities, LLC			11,278
Shauna Mei Devand			1,493
Simpino Limited			12,381
SNZ Holding Limited			15,672
Spark Capital Management Co., LTD			14,926
Stephen Jon Careaga		300,000	
Stephen Paul Morris		267,000	
Steven Nerayoff		81,967	
Terry Gross			9,506
Thor Leonardo Halvorsen			18,889
Tokenseed SEZC		62,732	
Toshiaki Hatanaka			9,510
Varun Gupta		61,200	
Vekrum Kaushik		30,600	
Vijay Garg			15,672
Winslow Carter Strong			59,702
Woodstock Inc.			18,657
Totals		3,108,099	2,329,437

Articles

Attached.

Joinder Agreement

Reference is hereby made to the Shareholders Agreement, dated as of June 30, 2020, by and among CasperLabs Holdings AG, a Swiss corporation (the “**Company**”) and the Shareholders. Pursuant to and in accordance with Section 10 of the Shareholders Agreement, the undersigned hereby agrees that upon the execution of this Joinder Agreement, it shall become a party to the Shareholders Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Shareholders Agreement as though an original party thereto and shall be deemed to be a Shareholder of the Company for all purposes thereof.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Shareholders Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [DATE].

[TRANSFEREE STOCKHOLDER]

By _____

Name:

Title: