

JOYRIDE GAMES OY (LTD.)
SHAREHOLDERS' AGREEMENT



This Shareholders' Agreement (the "Agreement") is entered into on 5. May 2025 by and between:

1. **Joyride Games Oy**, a Finnish company (Business ID: FI19255599), with its registered office at Säästöpankinkatu 2, 30100 FORSSA, Finland (Climbstation), and
2. **All investors and owners of Joyride Games Oy shares** (the Shareholder).

Collectively referred to as "the Parties".

1. Purpose

This Agreement sets out the terms of the Shareholder's investment in the Company and governs the relationship between the Shareholder, the Company, and other shareholders.

2. Share Subscription

Upon payment to the designated bank account of the Company, the Shareholder will be issued the corresponding number of shares and entered into the Company's shareholder register.

Our corporate Bank is: Nordea Pankki Oyj, branch in Helsinki, Finland
Joyride Games Oy., Ltd.

Bank account number (IBAN) is:

FI10 1302 3000 1056 81

BIC / SWIFT: NDEAFIHH

For the bank message / reference field: Please include specific details that allow you to identify and confirm payment accurately.

Example: Climbstation amount of shares purchased, your name and email.

The price per share is €45.32. To determine your investment, multiply this by the number of shares you wish to purchase. For example: 100 shares x €45.32 = €4,532.

Required from All Shareholders

1. Full Legal Name (Individual or company name)
2. Residential or Business Address (For contact purposes)
3. Email Address and Phone Number
4. Nationality
5. Date of Birth (for individuals)
6. Number of Shares Purchased (And total amount paid)
7. Proof of Payment (Transaction confirmation or receipt)
8. Personal ID or Business Registration Document (For anti-money laundering (AML) and KYC compliance)

For our company records, **please email us the following information** to ensure your investment is properly registered.

3. Shareholder Rights

The Shareholder shall have the right to:

- Receive updates on business performance and major developments
- Attend and vote in general meetings according to their shareholding
- Participate in future funding rounds, proportional to their ownership
- Receive dividends, if and when declared by the Company

4. Transfer of Shares

- Shares may not be transferred without written approval by the Company's Board of Directors.
- Existing shareholders will have the right of first refusal on any shares offered for sale (pre-emption rights).

5. Exit Provisions

If the Company is sold, merged, or undergoes a major change in control:

- The Shareholder agrees to sell their shares on the same terms as the majority shareholders (tag-along rights).
- If a majority decides to sell, they may require minority shareholders to sell under the same terms (drag-along rights).

6. Confidentiality

The Shareholder agrees not to disclose confidential information about the Company's business, financials, or plans without written permission.

7. Governing Law

This Agreement shall be governed by the laws of **Finland**, and any disputes shall be resolved in the courts of **Helsinki**, unless otherwise agreed.

Signed on 5 May 2025

For the Company Joyride Games Oy (Ltd.) Finland



Kaarle Vanamo
CEO, Joyride Games Oy

**JOYRIDE
GAMES**