

Capital Contribution Agreement

This agreement is made on the 1st of July 2020

Between, of the one part:

Virgata Holdings SA a company registered and existing under the laws of the Grand Duchy of Luxembourg with company number B194018 and whose registered office is at 76 Route de Thionville, L-2610 Luxembourg (hereinafter referred to as the “Shareholder”) and represented hereon by Jordi Goetstouwers and Mark Schintgen, directors, as duly authorised.

And, of the other part:

Virgata Services Ltd a company registered and existing under the laws of Malta with company number C70586 and whose registered office is at Office 2, The Bastions, Triq Emvin Cremona, Floriana (hereinafter referred to as the “Company”) and represented hereon by Jordi Goetstouwers, director, as duly authorised.

(hereinafter, the Shareholder and the Company shall collectively be referred to as the “Parties”).

Preamble:

- A Whereas, the Shareholder is a shareholder of the Company and wishes to increase the Company’s other funds by payment of a voluntary contribution outside of the Company’s share capital;
- B And whereas, the granting, and the receipt, of the capital contribution are within the respective corporate powers of the Parties, and the Company’s Board of Directors has given its consent to such contribution by the Shareholder in the amount of **EUR 3,232,005.32** (the “Contribution Amount”);
- C And whereas, the Shareholder and the Company have put the terms of this agreement before their respective Boards of Directors and Shareholders in conformity with their respective by-laws, which have all approved its terms, and such approvals have been duly recorded by the respective Parties.

Now therefore, the Parties have agreed that:

Contribution

- 1 The Shareholder hereby agrees make a gratuitous contribution the Company, which accepts, and under said title acquires the Contribution Amount subject to the terms and conditions set out in this agreement. The capital reserves of the Company shall be increased by the Contribution Amount.

Repayment

- 2 The Company has no obligation to repay the Contribution to the Shareholder save in the event of a winding up of the Company.

Warranties

- 3 The Shareholder represents and warrants to the Company, which accepts that:
 - (a) The contribution in terms of this agreement has been authorised by all necessary corporate action on the part of the Shareholder;
 - (b) The persons executing the agreement in the name and on behalf of the Shareholder have legal powers to represent and bind the Shareholder;
 - (c) All procedural requirements and formalities under Maltese law for the validity and effect of the contribution have been duly complied with;
 - (d) The Shareholder has full rights of ownership over the Contribution Amount and the Contribution Amount is free from any pledges or other encumbrances or rights of set-off and is not subject to any preferential right or any third party interest.

General

- 3 No variation or amendment to this agreement shall bind either Party unless agreed to in writing by both Parties.
- 4 If any provision of this agreement is agreed by the parties to be illegal, void or unenforceable under any law applicable hereto or if any court of competent jurisdiction in a final decision so determines, this agreement shall continue in force save that such provision shall be deemed to be excised herefrom, with effect from the date of such agreement or decision or such earlier date as the Parties may hereby agree.
- 5 The headings in this agreement are for convenience only and shall not have any legal or interpretative effect.
- 6 A failure by either Party hereto to exercise or enforce any rights conferred upon it by this agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

Governing Law and Jurisdiction

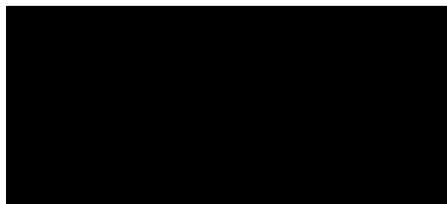
- 7 The construction, validity and performance of this Agreement shall be governed in all respects by Maltese law.
- 8 Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of

the Malta Arbitration Centre as at present in force. The appointing authority and administrator shall be the Malta Arbitration Centre. The number of arbitrators shall be one. The place of arbitration shall be Malta. The language to be used in the arbitral proceedings shall be English. Arbitration in terms of this clause shall constitute the sole and exclusive remedy for the resolution of disputes, controversies of claims arising out of or relating to this agreement, or the breach, termination or invalidity thereof.

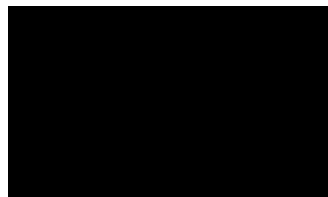
Signed

A large black rectangular redaction box covering the signature area.

J. Goetstouwers
For and on behalf of
Virgata Services Ltd

A large black rectangular redaction box covering the signature area.

J. Goetstouwers
For and on behalf of
Virgata Holdings SA

A large black rectangular redaction box covering the signature area.

M. Schintgen
For and on behalf of
Virgata Holdings SA