

DRAFT CONTRIBUTION AGREEMENT BLUE UMBRELLA

This Contribution in Kind Agreement is dated 29 december 2020 and made between:

- I. **Blue Umbrella B.V.**, a private limited liability company (*een besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its registered office in Gouda, the Netherlands, and with its place of business Woubrechtterf 57, 2743 HL at Waddinxveen, the Netherlands, registered at the trade register of the Dutch chamber of commerce with company number 29046232 (the '**Shareholder**'); and
- II. **Coera Holding B.V.**, a private company with limited liability (*een besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its office address at Woubrechtterf 57, 2743 HL at Waddinxveen, the Netherlands, registered with the trade register of the Dutch chamber of commerce under number 80451160 (the '**Company**');;

the Shareholder and the Company hereinafter also jointly referred to as the '**Parties**', and each of them individually as a '**Party**',

WHEREAS:

- A. the Shareholder is the holder of the entire issued share capital of the Company as of the moment of the signing of this Contribution Agreement, consisting of 5,000 ordinary shares in the capital of the Company, each with a nominal value of € 1.00, numbered from 1 up to and including 5,000 (the "**Shares**");
- B. the Shareholder is the holder of all of the shares in the share capital of **Coera Consulting B.V.**, a private company with limited liability (*een besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Krimpen aan den IJssel, the Netherlands, and its office address at Hoge Park 5, 2923 VN at Krimpen aan den IJssel, the Netherlands, registered with the trade register of the Dutch chamber of commerce under number 58751890 (the '**Blue Umbrella Subsidiary Shares**');;
- C. the Shareholder wishes to contribute and transfer to the Company and the Company wishes to accept from the Shareholder the Blue Umbrella Subsidiary Shares as a contribution in kind on the Shares;
- D. the Company wishes to ensure that the value of the contribution of the Blue Umbrella Subsidiary Shares shall be allocated firstly as (i) the fulfilment of the obligatory payment of the nominal value of the Shares in the amount of five thousand euro (€ 5,000) by the Shareholder, and (ii) for the remainder of the value as a voluntary share premium contribution on the ordinary shares in the capital of the Company; this allocation of the value of the contribution of the Blue Umbrella Subsidiary Shares shall be recorded in the books of the Company;

- E. the Shareholder and the Company wish to lay down the terms and conditions applicable to the foregoing in writing in this contribution in kind agreement (the '**Contribution Agreement**'),

HAVE AGREED AS FOLLOWS:

Preamble

1. The preamble is deemed to be embodied in this Contribution Agreement.

Contribution and transfer of the Blue Umbrella Subsidiary Shares

2. The Shareholder hereby contributes and agrees to transfer to the Company and the Company hereby agrees to accept from the Shareholder the full legal and beneficial ownership of the Blue Umbrella Subsidiary Shares as a contribution in kind on the existing issued shares in the capital of the Company (the '**Contribution**').
3. The Parties hereby acknowledge and agree that the full risk and benefit of the Blue Umbrella Subsidiary Shares (including all dividend rights) shall pass from the Shareholder to the Company on the date hereof.
4. The transfer of the Blue Umbrella Subsidiary Shares shall be effected as soon as possible after the hereof by the execution of a deed of transfer of shares before a Dutch Civil Law Notary.
5. The Parties shall execute and deliver all such other agreements, deeds and/or instruments and perform all actions and formalities necessary to effect the Contribution and the transfer of the Blue Umbrella Subsidiary Shares as soon as possible after the date hereof and shall take any action reasonably necessary to give full force and effect to this Contribution Agreement. Furthermore, the Parties hereby give full power of attorney, with full right of substitution, to each other to sign, execute and file any and all documents which may be necessary or required or useful with respect to the foregoing.

Payment on shares and Share Premium

6. The Company shall record a portion of the value of the Contribution in the amount of EUR 5,000 as fulfilment of the obligation of the Shareholder to pay up the nominal value of the Shares, The remaining part of the value of the Contribution shall be allocated as a voluntary share premium contribution on the ordinary shares in the capital of the Company and shall be recorded as such in its books.

Representations and Warranties

7. The Shareholder herewith explicitly represents and warrants to the Company that:
 - a. the Shareholder is the sole beneficial and legal owner of the Blue Umbrella Subsidiary Shares;
 - b. the Shareholder has full power and authority to contribute and transfer the Blue Umbrella Subsidiary Shares to the Company;

- c. the Blue Umbrella Subsidiary Shares are free and clear of all liens, pledges, charges, attachments or material encumbrances of any nature whatsoever;
- d. no resolution to dissolve Coera Consulting B.V. has been adopted;
- e. no person is entitled to demand that the Blue Umbrella Subsidiary Shares be transferred to him or any third party;
- f. no persons exist who have any options, claims, or any other rights outstanding to acquire any shares in the capital of Coera Consulting B.V.

Documents relating to the Shares

- 8. All documents relating to the Blue Umbrella Subsidiary Shares have been or will be surrendered to the Company as soon as possible after the date hereof.

Miscellaneous

- 9. This Contribution Agreement contains all agreements between Parties with respect to the subject matter of this Contribution Agreement and supersedes all earlier written and/or oral agreements, which Parties may have made in respect thereof.
- 10. Any waiver of a provision of this Contribution Agreement must be in writing signed by the Party waiving its rights.
- 11. Should any part, term or provision of this Contribution Agreement be declared invalid, void or unenforceable to any extent, all remaining parts, terms and provisions hereof shall remain in full
- 12. Neither Party shall be allowed to assign the benefit of this Contribution Agreement to a third party without the prior written approval of the other Party.
- 13. This Contribution Agreement can only be validly amended or supplemented by an instrument in writing duly executed on behalf of all Parties.
- 14. The section and paragraph headings contained in this Contribution Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Contribution Agreement.
- 15. The Parties hereby declare to waive their respective rights to seek or to obtain rescission of this Contribution Agreement or avoidance of any provision contained in this Contribution Agreement.

Applicable Law and Jurisdiction

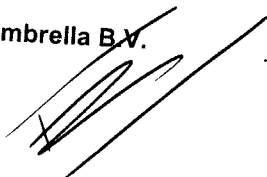
- 16. This Contribution Agreement shall be governed by and construed and interpreted in accordance with the laws of the Netherlands.
- 17. Any dispute arising under or in connection with this Contribution Agreement shall be subject to the exclusive jurisdiction of the competent courts of the Netherlands, subject to the right of appeal and cassation (cassatie).

Counterparts

18. This Contribution Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

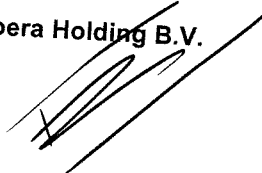
THUS SIGNED IN TWO IDENTICAL COPIES AND AGREED BY:

Blue Umbrella B.V.



By: T.G. Punter
Title: director

Coera Holding B.V.



By: Blue Umbrella B.V.
Title: general director
By: T.G. Punter
Title: director