



DEED OF ISSUANCE OF SHARES AGAINST CONTRIBUTION IN KIND

(Coera Holding B.V.)

Today, the twenty-ninth day of December two thousand twenty, there appeared before me, Ralph Joseph Wilhelm Mulkens, civil law notary officiating in Amsterdam, the Netherlands: _____
Jeroen Haverkamp, employed and domicile chosen at the office of me, civil law notary, (1083 HN) _____
Amsterdam, the Netherlands, Barbara Strozzi 362, born in Alphen aan den Rijn, the Netherlands on —
the tenth day of November nineteen hundred and ninety, acting as written attorney of: _____

1. **Coera Holding B.V.**, a private limited liability company under the laws of the Netherlands _____
("besloten vennootschap met beperkte aansprakelijkheid"), with its statutory seat in Amsterdam, —
the Netherlands, and its office address at (2743 HL) Waddinxveen, the Netherlands, _____
Woubrecht 57, registered with the trade register in the Netherlands under number 80451160, —
hereinafter referred to as: the "**Company**"; and _____
2. **BLUE COMPASS S.R.L.**, a company incorporated under the laws of Romania, having its seat —
and business address at (400073) Cluj-Napoca, Amos Frâncu Str., No. 1-3, Ap. 1, Cluj County, —
Romania, registered in the trade register of Romania under number J12/3828/2020, hereinafter —
referred to as: "**BLUE COMPASS**". _____

POWERS OF ATTORNEY. _____

The two (2) powers of attorney provided to the person appearing have been sufficiently shown to me, civil law notary, and (copies thereof) have been attached to this deed (**annex**). _____

The person appearing declared the following: _____

WHEREAS: _____

- A. on the twenty-third day of December two thousand twenty, the general meeting of the Company —
resolved to issue to BLUE COMPASS five thousand (5,000) shares in the share capital of the —
Company, with a nominal value of one euro (€ 1.00) each, numbered 5,001 up to and including —
10,000, hereinafter referred to as: the "**Shares**", and to exclude the pre-emptive rights of —
shareholders with respect to the issuance of the Shares; a copy of the shareholder's resolution to
that effect, hereinafter referred to as: the "**Shareholder's Resolution**", shall be attached to this —
deed (**annex**); _____
- B. by means of a (written) agreement between the Company and BLUE COMPASS, the Company —
and BLUE COMPASS have agreed that the Shares will be paid up in full by a non-cash —
contribution, hereinafter referred to as: the "**Contribution Agreement**", to be carried out by BLUE
COMPASS, consisting of twenty (20) shares, with a nominal value of two hundred fifty lei —
(L 250.00) each, in the share capital of COERA BC S.R.L., hereinafter referred to as: "**COERA** —
BC", a company incorporated under the laws of Romania, having its seat and business address at
(400325) Giuseppe Garibaldi 18, Cluj-Napoca, Romania, registered in the trade register of _____

Romania under number J12/3471/2013, hereinafter referred to as: the "**Contribution Shares**"; a —
copy of the Contribution Agreement shall be attached to this deed (**annex**); —

- C. with respect to the non-cash contribution, approval was granted by the general meeting of the —
Company in accordance with Section 2:204 paragraph 2 of the Dutch Civil Code, as appears from
the Shareholder's Resolution; —
- D. with respect to the non-cash contribution, the Company prepared and filed a description in —
accordance with Section 2:204b paragraph 1 of the Dutch Civil Code, hereinafter referred to as: —
the "**Description**"; the Description has been signed by the management board of the Company —
and a copy thereof shall be attached to this deed (**annex**); and —
- E. the Company and BLUE COMPASS shall hereby effect the issuance of the Shares and the —
contribution of the Contribution Shares on the terms and subject to the conditions set out below —
and with due observance of the Contribution Agreement. —

THE COMPANY AND BLUE COMPASS HAVE AGREED AS FOLLOWS: —

Article 1. Issuance. —

1. The Company hereby issues the Shares to BLUE COMPASS, and BLUE COMPASS hereby —
accepts the same from the Company, all on the terms and subject to the conditions set out in the —
Shareholder's Resolution, the Contribution Agreement and this deed. —
2. The Shares shall be registered and no share certificates shall be issued for the Shares. —
3. The Company shall register the issuance of the Shares in its register of shareholders. —

Article 2. Consideration. —

The Shares are issued in exchange for the contribution of the Contribution Shares, with which —
contribution the Shares will be fully paid up. —

The difference between the nominal value of the Contribution Shares shall be considered as share —
premium ("*agio*") pertaining to the ordinary shares in the capital of the Company, and shall be —
recorded as such in the books of the Company. —

Article 3. Warranties of the Company. —

The Company warrants to BLUE COMPASS that, on this day, the following is correct: —

- a. the Company is a private limited liability company under Dutch law ("*besloten vennootschap met —
beperkte aansprakelijkheid*"), incorporated by notarial deed executed before me, civil law notary, —
on the twenty-ninth day of September two thousand twenty; —
- b. the Company has not been dissolved, and no resolution has been adopted to dissolve the —
Company, nor has any request thereto been filed; the Company has not received any notice from —
the Chamber of Commerce under Section 2:19a of the Dutch Civil Code; the Company has not —
been declared bankrupt, nor has a suspension of payment been declared, nor have any requests —
thereto been filed; —
- c. immediately prior to this issuance of the Shares, the issued capital of the Company consisted of —
five thousand (5,000) shares, each with a nominal value of one euro (€ 1.00) and numbered from —
1 up to and including 5,000; —
- d. no person holds any rights, conditional or unconditional, (including, but not limited to, options and —
debt instruments convertible into shares) against the Company to subscribe for or otherwise —
acquire shares in the capital of the Company; —



- e. the issuance of the Shares to BLUE COMPASS is effected with due observance of all statutory — provisions and provisions prescribed by the articles of association of the Company applicable — thereto; and —
- f. the Company's register of shareholders is up-to-date and complete. —

Article 4. Payment on the Shares. —

1. BLUE COMPASS hereby contributes and transfers the Contribution Shares to the Company and — the Company hereby accepts the same from BLUE COMPASS, with due observance of the terms and conditions of the Contribution Agreement and as laid down in this deed. —
2. As of the date hereof, the Contribution Shares shall be entirely for the account and risk of the — Company. —
3. As far as the Company and BLUE COMPASS are aware, the value of the Contribution Shares — has not decreased since the date to which the Description pertains. —

Article 5. Warranties of BLUE COMPASS. —

BLUE COMPASS warrants to the Company that, on this day, the following is correct: —

- a. COERA BC has not been dissolved, and no resolution has been adopted to dissolve COERA BC, nor has any request thereto been filed; COERA BC has not been declared bankrupt, nor has a — suspension of payment been declared, nor have any requests thereto been filed; —
- b. the issued capital of COERA BC consists of the Contribution Shares; —
- c. The Contribution Shares are free and clear of all liens, pledges, charges, attachments or material — encumbrances of any nature whatsoever; and —
- d. the transfer of the Contribution Shares to the Company is effected with due observance of all — statutory provisions and provisions prescribed by the articles of association of COERA BC — applicable thereto. —

Article 6. Rescission ("ontbinding"). —

The Company and BLUE COMPASS waive the right to rescind the agreement laid down in this deed — or to demand rescission thereof. —

ANNEXES. —

The following documents (or copies thereof) shall be attached to this deed: —

- two (2) powers of attorney; —
- the shareholder's resolution; —
- the Contribution Agreement; and —
- the Description. —

CONCLUSION DEED. —

The person appearing is known to me, civil law notary. —

This deed, drawn up to be kept in the civil law notary's custody, was executed in Amsterdam, the — Netherlands, on the date first above written. —

Before reading out, a concise summary of the content of this deed was given and clarified to the — person appearing. The person appearing then declared to have taken note of and agreed with the — content of this deed and not to want a full reading thereof. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary. —

(followed by the signatures)



ISSUED FOR TRUE COPY:

A handwritten signature in blue ink, appearing to read "R.J.W. Mulkens", written over a long, thin horizontal line.