

Share Purchase Agreement

by and between

■Investor, (Details will be added once the agreement has been completed)
(hereinafter referred to as the Purchaser)

(hereinafter referred to as the **Purchaser**)

and

Le Bijou Holding AG, Gubelstrasse 24, 6300 Zug, Switzerland
(hereinafter referred to as the **Seller**)

(the Purchaser and the Seller each a **Party** and jointly the **Parties**)

regarding the sale and purchase of shares in
OCLU AG, Gubelstrasse 24, 6300 Zug, Switzerland
(the **Company**)

RECITALS

- (A) The Company is a share corporation organized and existing under the laws of Switzerland with registered offices in Zug, Switzerland. The Company has a fully paid-up share capital of CHF 100'000, divided into 700'000 registered shares with a par value of CHF 0.10 each (the **A Shares**), 200'000 registered shares with a par value of CHF 0.10 each (the **B Shares**) and 100'000 registered shares with a par value of CHF 0.10 each (the **C Shares**).
- (B) The Seller intends to sell certain A Shares and/or B Shares (as further specified in Section 1 herein) in the Company to the Purchaser and the Purchaser intends to purchase these A Shares and/or B Shares from the Seller (the **Transaction**), all according to the terms and conditions of this agreement (the **Agreement**).
- (C) Subject to completion of the Transaction the Purchaser is willing to adhere and accede to the shareholders' agreement dated 1 December 2018 (amended 6 January 2020), entered into among and between the shareholders of the Company and the Company, as amended, supplemented, restated or novated from time to time (the **Shareholders' Agreement**).
- (D) The board of directors of the Company has pre-approved the transfer of the A Shares and/or B Shares subject to completion of the Transaction.
- (E) Subject to completion of the Transaction, the Purchaser is willing to make an equity capital contribution into the capital contribution reserves of the Company according to the terms and conditions of this Agreement and as further specified in Section 1 (the **Equity Capital Contribution**).

Therefore the Parties agree as follows:

1. Object of Sale and Purchase

1.1. Share Purchase

The Purchaser irrevocably agrees and undertakes to purchase from the Seller, and the Seller hereby agrees and undertakes to sell to the Purchaser

- _____ A Shares at a purchase price of CHF 0.10 per A Share (the **A Shares Purchase Price**), combined with the obligation to effect an Equity Capital Contribution of CHF 2.50 per A Share (the **A Equity Capital Contribution**);
- _____ B Shares at a purchase price of CHF 0.10 per B Share (the **B Shares Purchase Price**), combined with the obligation to effect an Equity Capital Contribution of CHF 7.70 per B Share (the **B Equity Capital Contribution**)

(these A Shares and/or B Shares together the **Shares**), all in accordance with and subject to the terms and conditions of this Agreement.

1.2. Due Date and Payment of Purchase Price

Unless otherwise agreed by the Purchaser and the Seller in writing, the A Purchase Price and B Purchase Price, respectively, becomes due for payment on the date of this Agreement.

The Purchaser will pay the A Purchase Price and B Purchase Price, respectively, to the Seller by wire transfer of immediately available funds to the following account:

[Account details will be sent by e-mail].

1.3. Equity Capital Contribution

The Purchaser hereby undertakes to the Seller and the Company to pay the A Equity Capital Contribution and the B Equity Capital Contribution, respectively, for the Shares according to and as specified in Section 1.1 above into the capital contribution reserves of the Company.

Capital Contribution and the B Equity Capital Contribution, respectively, for the Shares becomes due for payment on the date of this Agreement and is payable by the Purchaser to the Company by wire transfer of immediately available funds to the following account:

[Account details will be sent by e-mail].

1.4. Assignment of Shares

Subject to the full payment by the Purchaser of the A Shares Purchase Price and the B Shares Purchase Price, respectively, and the A Equity Capital Contribution and the B Equity Capital Contribution, respectively, the Seller hereby undertakes to duly assign the Shares to the Purchaser without undue delay following such payment of the Purchaser by way of a written assignment declaration and to submit the original assignment declaration to the Purchaser.

The Purchaser hereby declares already in advance to accept the assignment of the Shares by the Seller as per the assignment declaration provided that no additional obligations are imposed on the Purchaser by such assignment.

1.5. Transfer of Risk and Benefit

All risks and benefits relating to the Shares shall vest in the Purchaser on the date of the assignment declaration as per Section 1.4.

2. Adherence and Accession to Shareholders' Agreement

The Purchaser hereby declares and acknowledges to having received, read and understood the content of the Shareholders' Agreement. Subject to completion of the Transaction,

- (i) the Purchaser agrees to accede and accepts to adhere, and herewith accedes to the Shareholders' Agreement as an A Shareholder and/or a B Shareholder, respectively (both as defined in the Shareholders' Agreement) and agrees and accepts the terms of the Shareholders' Agreement as an A Shareholder and/or B Shareholder, respectively, with respect to the Shares sold and assigned to the Purchaser by the Seller pursuant to this Agreement;
- (ii) for the purpose of the adherence and accession to the Shareholders' Agreement, the Purchaser undertakes to execute any further documents or provide any further confirmations necessary or desirable to give effect to such adherence and accession;
- (iii) the Purchaser undertakes to and covenant with all the parties to the Shareholders' Agreement to comply with the provisions of and to perform all the obligations set forth in the Shareholders' Agreement.

3. Further Confirmation

The Purchaser hereby takes note that the sale and purchase of the Shares is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act (FinSA) because the total of the A Shares Purchase Price and B Shares Purchase Price, respectively, and the A Equity Capital Contribution and B Equity Capital Contribution, respectively, do not exceed CHF 8 million when calculated over a period of 12 months. .

The Purchaser further confirms to have undertaken an independent check and evaluation of the Company and its business model and to have received independent advice and recommendations (including tax and legal advice) with respect to the purchase of the Shares.

4. Waiver Declaration

For the purpose of execution of the Transaction, each of the Seller and the Company herewith fully and irrevocably waives any of its pre-emptive rights (right of first refusal), tag along right, drag along right or purchase option under the Shareholders' Agreement in relation to the Shares to facilitate the execution of the Transaction.

For the purpose of the sale of any A Shares and/or B Shares by the Seller to third parties as described in the offering set forth in the Prospectus, the Purchaser herewith fully and irrevocably waives any of its pre-emptive rights (right of first refusal), tag along right, drag along right or purchase option under the Shareholders' Agreement to facilitate the execution of such sale of A Shares and/or B Shares.

5. Representations and Warranties

Each Party represents and warrants to the other Party that it has the unrestricted right, power and authority to enter and execute this Agreement and to perform its obligations under this Agreement. The Seller represents and warrants to the Purchaser that the Seller is, on the date of this Agreement, the sole owner of the Shares, free and clear of any liens.

Neither the Seller nor the Purchaser gives any other representation or warranty to the other Party in respect of the subject matter of this Agreement, whether express or implied and the Parties acknowledge that they do not rely on any other representation or warranty.

6. Taxes, Costs, Expenses

Each Party shall bear all notarial fees, registration fees and taxes incurred by or levied on it in connection with the Transaction. Each Party shall bear its own costs and expenses (including advisory fees) incurred in the negotiation, preparation and completion of this Agreement.

7. General Provisions

7.1. Entire Agreement

This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the Parties relating hereto.

7.2. Amendments and Waivers

This Agreement may only be modified or amended by a document signed by or on behalf of both Parties or after respective confirmation by Purchaser and Seller via E-Mail. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision or after a respective confirmation by the waiving Party via E-Mail.

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

7.3. No Assignment

The Parties shall not assign this Agreement or any rights or obligations hereunder, including by way of a business transfer or demerger, to any

third party without the prior written consent of the other Party or after a respective confirmation by the other Party via E-Mail.

7.4. Severability

Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall negotiate in good faith a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of Swiss Private International Law and international treaties, in particular the Vienna Convention on the International Sale of Goods dated April 11, 1980. Any dispute, controversy or claim arising out of or in relation to this Agreement or future non-contractual claims including the validity, invalidity, enforceability, interpretation, execution, breach, modification or termination thereof, shall be submitted to the exclusive jurisdiction of the courts of the Canton of Zurich, Switzerland, venue being Zurich 1.

[Investor will be added upon completion of the contract]

The Seller
Le Bijou Holding AG
Alexander Hübner

With regard to **Sections 1.3, 4, first paragraph and 8:**

The Company
OCLU AG
Christophe Persyn

By clicking on the following button, you as Purchaser herewith execute a legally binding agreement with the Seller on the sale and purchase of the Shares and you irrevocably undertake to duly and timely fulfil your obligations resulting from this agreement.

Furthermore, by clicking on the following button, you herewith accede to the Shareholders' Agreement and you agree to be fully bound by and be entitled pursuant to the terms and conditions of the Shareholders' Agreement.