

INVESTMENT AGREEMENT

This Investment Agreement ("Agreement") is made and entered into on February 13, 2024

BY AND BETWEEN:

Anatolii Snehirov, citizen of Ukraine, holding passport number FB324045, residing at 62 Triq Ta Taht L-Irdum, MLH 2747, Mellieha, Malta,

(hereinafter referred to as the "**Investor**")

AND

Luxsoft N.V., a company incorporated under the laws of Curaçao, with registration number 166297 and having its registered address at Dr. H. Fergusonweg 1, Curaçao,

(hereinafter referred to as the "**Company**")

WHEREAS:

The Investor is the sole shareholder of the Company;

The Investor desires to make a capital investment in the Company for the purposes of supporting its business operations and development;

The Company agrees to accept the investment under the terms set forth in this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Investment Amount

1.1. The Investor agrees to invest an amount of **EUR 200,000 (two hundred thousand euros)** into the Company.

1.2. The Investor intends to invest this amount into the Company over the course of the next two years from the date of signing this Agreement.

2. Nature of Investment

2.1. The investment is made as a capital contribution and shall be treated as such in the Company's financial and legal records.

2.2. The investment shall not create any debt obligation of the Company toward the Investor. It is not a loan, and it is not repayable.

2.3. The investment is not linked to the issuance of additional shares, unless otherwise agreed in a separate Shareholders' Resolution or Share Subscription Agreement.

3. Use of Funds

3.1. The Company shall use the investment funds exclusively for the operation, development, and lawful purposes of the business.

3.2. The Company may manage and allocate the funds at its sole discretion, in accordance with applicable Curaçao law.

4. Representations and Warranties

4.1. The Investor represents that the funds invested are from lawful sources and are not derived from any illegal activity.

4.2. The Company confirms that it has full legal capacity to accept the investment and apply it to its corporate purposes.

5. Governing Law and Jurisdiction

5.1. This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

5.2. Any dispute arising in connection with this Agreement shall be submitted to the competent court in Curaçao.

6. Final Provisions

6.1. This Agreement represents the entire understanding between the Parties and supersedes all prior discussions or agreements.

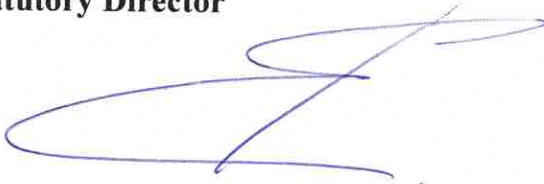
6.2. Any amendments must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For the Company:

(SMES) Solutions for Management and Employment Support N.V.

Statutory Director



For the Investor:

Anatolii Snehirov