

The Board of Directors
NVMBS Holding Limited
London (City) Office
63-66 Hatton Garden, Fifth Floor, Suite 23
London, England, EC1N 8LE

28 March 2024

Dear Sirs,

NVMBS Holding Limited (Company No. 13104002) (Company)

1. Castech Limited, a Maltese company with company number C-53368, and registered address at 60 Triq Indri Borg, Rabat RBT 2900, Malta (the "**Investor**") hereby applies for the allotment and issuance of 1221 ordinary shares of 0.01£ each in the capital of the Company (the "**Investor Shares**") for cash at £105.24 per Share subject to the Company's articles of association and the terms of this letter.
2. In consideration for the allotment and issue of the Shares, the Investor undertakes to pay the Company, as soon as reasonably practicable but no later than 4 April 2024, the GBP equivalent of the sum of EUR150,000 (calculated on the basis of the average exchange rate on the day before payment is made, by as published by the ECB on https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/eurofxref-graph-gbp.en.html) (The "**Investor Share Payment**") by transfer to the following bank account (the "**Bank Account**"):

Beneficiary name: NVMBS Holding Limited
IBAN account no: LT753400023810000577
BIC code: GUPULT22
Financial institution name: UAB Guru Pay
Financial institution address: J. Basanavičiaus str. 24, LT-03224 Vilnius, Lithuania
3. As soon as reasonably practicable following receipt of payment in full in of the Investor Share Payment, the board of directors of the Company shall take the following actions (the "**Completion Actions**"):
 - a. Issue the respective Investor Shares credited as fully paid to the Investor and enter his name in the register of members in respect thereof; and
 - b. execute and deliver to the respective Investor certificates for his Investor Shares.
4. The Investor certifies that:
 - a. it falls into one or more of the following categories of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended (the "**Order**"):
 - i. a "certified high net worth individual" within the meaning of Article 48(2) of the Order, and accordingly it has signed a certificate in the form set out in Part I of Schedule 5 of the Order within a period of 12 months prior to the date of this Letter Agreement; or
 - ii. it is a "self-certified sophisticated investor" in Article 50(A)(1) of the Order, and accordingly he has signed a certificate in the form set out in

Part II of Schedule 5 of the Order within a period of 12 months prior to the date of this Letter Agreement, or

- iii. it is a person to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated;
- b. it has received sufficient information from the Company with respect to all matters it considers material to its investment decision, it has had the opportunity to ask questions of the management of the Company in relation to its investment decision and all such questions have been answered to its satisfaction; and
- c. it has sufficient knowledge and expertise in business, tax and financial matters to be able to evaluate the risk and merits of an investment in the Company, or it has sought such advice as it considers necessary from a professional adviser with such knowledge and expertise.

5. This Letter Agreement is personal to the parties and no party shall:

- a. assign any of its rights under this Letter Agreement;
- b. transfer any of its obligations under this Letter Agreement;
- c. sub-contract or delegate any of its obligations under this agreement; or
- d. charge or deal in any other manner with this agreement or any of its rights or obligations.

Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 4 shall be ineffective.

6. This agreement does not confer any rights on any person or party (other than the parties to this Letter Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.
7. This Letter Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement. The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals is necessary.
8. This Letter Agreement (and any dispute or claim relating to it or its subject matter (including non-contractual claims)) is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with this agreement.

Yours faithfully,

.....
Director on behalf of
Castech limited

For acceptance

.....
Director
NVMBS Holding Limited