FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934

October 6, 2023

Commission File Number 001-37974

VIVOPOWER INTERNATIONAL PLC

(Translation of registrant's name into English)

The Scalpel, 18th Floor, 52 Lime Street
London EC3M 7AF
United Kingdom
+44-794-116-6696
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F:

Form 20- F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

On October 6, 2023, VivoPower International PLC, a public limited company organized under the laws of England and Wales (the "Company"), entered into an ordinary share purchase agreement (the "White Lion Purchase Agreement") with White Lion Capital LLC ("White Lion"), pursuant to which the Company may require White Lion to purchase up to $2,300,000 (the "Commitment Amount") in ordinary shares, nominal value $0.12 per share, of the Company (the "Ordinary Shares"), over a term that will commence on October 6, 2023, the date the Prospectus Supplement (discussed below) was filed, and will end on the earlier of (i) December 23, 2023 (the "Commitment Date") or (ii) the date on which White Lion shall have made payment for Ordinary Shares equal to the Commitment Amount (the "Commitment Period").

Pursuant to the terms of the White Lion Purchase Agreement and subject to the conditions and limitations set forth therein, White Lion has agreed to purchase a number of Ordinary Shares (the "Initial Purchase") at a purchase price of 85% of the volume weighted average price per Ordinary Share on October 6, 2023. At any time after three trading days following the closing of the Initial Purchase, the Company may, in its sole discretion, request that White Lion purchase Ordinary Shares for an aggregate purchase price of up to the difference between the Commitment Amount less the aggregate purchase price for any Ordinary Shares previously purchased by White Lion under the White Lion Purchase Agreement, at a purchase price per share equal to the lowest traded price of the Ordinary Shares on Nasdaq on the date of such request, subject to certain limitations. If White Lion has not purchased the Commitment Amount by the Commitment Date, the Company has agreed to issue seventy-five thousand dollars ($75,000) in Ordinary Shares to White Lion at the closing price per share on the Commitment Date.

White Lion is not required to purchase any Ordinary Shares under the White Lion Purchase Agreement if such purchase, when combined with all other Ordinary Shares then beneficially owned by White Lion and its affiliates, would result in their combined beneficial ownership, at any single point in time, of more than 4.99% of the then total outstanding Ordinary Shares. Notwithstanding the foregoing, White Lion, in its discretion, may waive this prohibition.

The Purchase Agreement contains customary representations and warranties and agreements of the Company and the Investor and customary indemnification rights and obligations of the parties.

The Ordinary Shares were offered by the Company pursuant to a registration statement on Form F-3 (File No. 333-251304) (the "Registration Statement"), previously filed and declared effective by the Securities and Exchange Commission (the "Commission") on December 23, 2020, the base prospectus filed as part of the Registration Statement, and the prospectus supplement dated October 6, 2023 (the "Prospectus Supplement").

Either the Company or White Lion may terminate the White Lion Purchase Agreement at any time in the event of a material breach of the White Lion Purchase Agreement by the other party. In addition, the White Lion Purchase Agreement automatically terminates on the earlier of (i) the end of the Commitment Period, or (ii) the date that, pursuant to or within the meaning of any bankruptcy law, the Company commences a voluntary case or any person commences a proceeding against the Company.

The foregoing summary of the White Lion Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the White Lion Purchase Agreement, which is attached as Exhibits 10.1 to this Report on Form 6-K and is incorporated herein by reference.

This Report on Form 6-K does not constitute an offer to sell any securities or a solicitation of an offer to buy any securities, nor shall there be any sale of any securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

A copy of the opinion of Shoosmiths LLP relating to the legality of the issuance and sale of the Ordinary Shares is attached as Exhibit 5.1 hereto.

The information contained in this Report on Form 6-K is hereby incorporated by reference into the Registration Statement.

EXHIBIT INDEX

Exhibits.

Exhibit No.	Description
5.1	Opinion of Shoosmiths LLP.
10.1+	Ordinary Share Purchase Agreement, dated as of October 6, 2023, by and between VivoPower International PLC and White Lion Capital, LLC.

+ Certain portions of this exhibit have been omitted pursuant to Regulation S-K Item 601(b)(10)(iv). The Registrant agrees to furnish an unredacted copy of the exhibit to the SEC upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 10, 2023

VivoPower International PLC

By: /s/ Kevin Chin__
Name: Kevin Chin
Title: Chief Executive Officer

Exhibit 5.1

SHOOSMITHS

VivoPower International PLC
The Scalpel
18th Floor
52 Lime Street
London
EC3M 7AF

Our Ref ATP/M-00908237
Date 10 October 2023

Dear Sirs

VivoPower International PLC – Proposed Issue of Ordinary Shares

We have acted as counsel to VivoPower International PLC (company number 09978410) ("**Company**"), a public limited company incorporated in England and Wales, in connection with the matters set forth below.

For the purposes of this Opinion Letter, we have examined and relied upon such documents, records, certificates and other instruments as we, in our professional judgment, have deemed necessary or appropriate as a basis for the opinions and statements below. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, and the conformity to originals of all documents submitted to us as copies.

1 SCOPE OF OPINIONS

1.1 The opinions given in this Opinion Letter (the "**Opinions**") are given only with respect to English law as published and applied by the courts of England and Wales at the date of this Opinion Letter.

1.2 We express no opinion on the laws of any other jurisdiction including, for the avoidance of doubt, European Union law, as it affects any jurisdiction other than England and Wales. No opinion is expressed as to any provision of the Documents (as defined below) that refer to specific laws or regulations of any jurisdiction other than England and Wales. To the extent that the laws of the United States of America or any other jurisdiction may be relevant to the subject matter of the Opinions, we have made no independent investigation of them and our opinion is subject to the effect of any such laws. We express no view on the validity of such matters.

1.3 The Opinions are given only with respect to the matters expressly set out in paragraph 3.1 and shall not be construed as opinions as to any other matter. The Opinions do not cover the matters set out in paragraph 5.1.

1.4 The Opinions are given on the basis of the assumptions set out in paragraph 4. We have not taken any steps to investigate whether they are correct except as may be specified in paragraph 4.

1.5 The Opinions are subject to the qualifications listed in paragraph 5 and to any matters not disclosed to us.

1.6 By providing you with this Opinion Letter, we do not assume any obligation to notify you of future changes in law which may affect the Opinions or to otherwise update this Opinion Letter in any respect.

2 EXAMINATION OF DOCUMENTS AND SEARCHES

2.1 For the purpose of giving this Opinion Letter, we have examined the following documents (the "**Documents**", each a "**Document**"):

2.1.1 copy of the registration statement on Form F-3 (Registration No. 333-251304) filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended;

2.1.2 the prospectus dated 23 December 2020 (the "**Base Prospectus**");

2.1.3 the prospectus supplement dated 12 November 2021, as supplemented by that certain prospectus supplement dated 29 July 2022;

2.1.4 the prospectus supplement dated 6 October 2023 related to the issuance of up to $2,300,000 worth of ordinary shares of nominal value $0.12 to White Lion Capital LLC;

2.1.5 copy of the ordinary share purchase agreement dated 6 October 2023 made between the Company and White Lion Capital LLC (the "**White Lion Agreement**");

2.1.6 copy of the Company's certificate of incorporation dated 1 February 2016 and copy current articles of association adopted pursuant to a special resolution of the Company's shareholders passed on 20 August 2018;

2.1.7 a minute of the general meeting of the Company held on 6 October 2020 at which certain shareholder resolutions were passed, including the resolutions providing a general authority to allot ordinary shares in the Company and disapplying statutory pre-emption rights in respect of such allotment of shares or the grant of rights to subscribe for or convert into ordinary shares up to an aggregate nominal value of $180,000;

2.1.8 written resolutions of the board of directors of the Company passed on 11 December 2020 which resolved to approve the filing of the Registration Statement with the SEC, and written resolutions of the board of directors passed on 11 December 2020 which resolved to approve the allotment and disapplying statutory pre-emption rights in respect of the allotment of ordinary shares up to a subscription amount of $80,000,000;

2.1.9 a minute of the general meeting of the Company held on 18 December 2020 at which certain shareholder resolutions were passed, including the resolutions providing a general authority to allot ordinary shares in the Company and disapplying statutory pre-emption rights in respect of such allotment of ordinary shares or the grant of rights to subscribe for or convert into ordinary shares up to an aggregate nominal value of $180,000;

2.1.10 written resolutions of the board of directors passed on 9 October 2020 which resolved to approve the allotment of ordinary shares of $0.012 each up to an aggregate subscription amount of $34,500,000;

2.1.11 written resolutions of the board of directions passed on 14 October 2020 which resolved to approve the allotment of ordinary shares of $0.012 each up to an aggregate offering price of $5,750,000;

2.1.12 shareholder resolutions passed on 6 July 2023 providing authority for the directors to consolidate and divide all of the Company's existing ordinary shares of $0.012 each into such reduced number of ordinary shares of such increased nominal value as the Company's board may determine at any time prior to 23 October 2023;

2.1.13 written resolutions of the board of directors passed on 2 October 2023 which resolved to approve the consolidation of the Company's existing ordinary shares of $0.012 each into 2,578,826 ordinary shares of $0.12 each;

2.1.14 written resolutions of the board of directors passed on 5 October 2023 which resolved to approve the White Lion Agreement and the issue of up to $2,500,000 worth of ordinary shares of nominal value $0.12 in the capital of the Company pursuant to the White Lion Agreement;

2.1.15 a certificate of good standing of the Company dated 6 October 2023;

2.1.16 at 17:24 pm on 10 October 2023 an online search of the public records on file and available for inspection at Companies House in respect of the Company;

2.1.17 at 10:01 am on 6 October 2023 an online search of the Central Registry of Winding-up Petitions at the Companies Court in London in respect of the Company; and

2.1.18 a director's certificate dated 10 October 2023 in which the directors confirmed no resolutions have been passed which render any part of this Opinion Letter untrue or invalid, and that no resolutions of the board or shareholders have been passed to terminate, amend or vary the White Lion Agreement, or prevent it being fulfilled in accordance with its terms, and that there are no orders, judgements or other agreements which do the same and that there have been no resolutions of the directors or the shareholders of the Company to revoke any previous authorities provided to the directors to issue shares in the Company free of pre-emption rights.

2.2 Except as stated above, we have not examined any other documents or corporate or other records and we have not made any other searches, enquiries or investigations for the purpose of giving the Opinions.

3 OPINIONS

3.1 Based on and subject to the qualifications, assumptions and limitations set forth herein and subject to any matters not disclosed to us, we are of the opinion that:

3.1.1 the Company is a public limited company duly incorporated under English law, noting that our searches undertaken on 6 October 2023 revealed that, other than a winding up petition issued on 2 August 2023 which was subsequently withdrawn, no order or resolution for the winding-up of the Company and no notice of the appointment of a receiver, administrative receiver or administrator in respect of it or any of its assets; and

3.1.2 the ordinary shares of $0.12 each in the capital of the Company when issued and delivered against payment of the consideration therefor specified in the White Lion Agreement, will be validly issued, fully paid and non-assessable.

3.2 The Opinions in paragraph 3.1 are given only for the benefit of the Company and they may not be relied upon by any other person or for any other purpose.

3.3 The Company may not assign this Opinion Letter or any benefit under it to, or hold the benefit of it on trust for, any other person.

3.4 This Opinion Letter and the Opinions may not be disclosed to any person, or quoted in any public document, or otherwise made public in any way, without our prior written consent, except as follows, on a non-reliance basis:

3.4.1 where disclosure is required or requested by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation; or

3.4.2 where disclosure is required in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes,

3.4.3 but only on the condition that: (i) such disclosure is made only to enable any such person to be informed that an opinion has been given and to be made aware of its terms; (ii) we do not assume any duty or liability to any person to whom such disclosure is made; (iii) the recipient is informed of the confidential nature of this opinion; and (iv) the recipient may not disclose this opinion to any other person.

3.5 Our liability under this Opinion Letter is limited to $2,300,000 for any one claim or series of claims arising out of this Opinion Letter.

3.6 The Opinions are given only by Shoosmiths LLP, an English limited liability partnership, and no partner, member or employee of Shoosmiths LLP shall have any personal responsibility or owe any duty of care in relation to it.

4 ASSUMPTIONS

4.1 Documents

We have assumed:

4.1.1 the genuineness of all signatures and seals on the Documents (or on the relevant originals where we have examined copies) and the authenticity and completeness of those Documents;

4.1.2 the conformity to the original Documents of any Documents submitted to us as certified or uncertified copies or scans of the original Documents; and

4.1.3 that there have been no variations to any of the Documents provided to us or to the originals thereof and none of the Documents have been superseded or rescinded.

4.2 Other parties and laws

In relation to the other parties to the Documents and all laws other than those of England and Wales we have assumed:

4.2.1 the capacity, power and authority to execute and the due execution of the Documents by each party to it other than the Company (as a matter of English law);

4.2.2 that the obligations expressed to be assumed by each party to the Documents other than the Company under the Documents are valid and legally binding upon them (as a matter of English law);

4.2.3 that all obligations under the Documents are valid, legally binding upon, and enforceable against, the parties thereto as a matter of all relevant laws other than the laws of England and Wales;

4.2.4 no foreign law would affect any of the conclusions stated in this Opinion Letter;

4.2.5 due compliance by all relevant parties other than the Company with all matters (including, without limitation, the making of necessary filings, lodgements, registrations and notifications and the payment of stamp duties and other documentary taxes and charges) that govern or relate to the Documents or such parties;

4.2.6 where any consents, directions, authorisations, approvals or instructions have to be obtained under any law, regulation or practice for the performance of the Documents (other than any corporate authorisations, approvals and company law requirements the subject of this Opinion Letter), they have been obtained or that they will be forthcoming within any relevant period in order to be fully effective for such purpose; and

4.2.7 other than European Union Law as it affects the laws of England and Wales, there are no laws of any jurisdiction outside England and Wales which would, or might, affect the Opinions.

4.3 Corporate actions and status

In relation to the Company, we have assumed:

4.3.1 that each resolution of the directors and shareholders of the Company certified as being true and accurate and provided to us in connection with the giving of the Opinions was duly passed by the required majority at a properly convened and quorate meeting of directors (or a duly authorised committee thereof) and of shareholders of the Company or otherwise in accordance with the constitutional documents of the Company and/or the Companies Act 2006;

4.3.2 that each person identified as a director or a secretary in any resolution of the directors of the Company was validly appointed as such and was in office at the date of the Documents;

4.3.3 that any provisions contained in the Companies Act 2006 and/or the articles of association of the Company relating to the declaration of directors', interests or the power of interested directors to vote were duly observed;

4.3.4 that any restrictions in the articles of association of the Company on that Company's and/or on its directors' authority to guarantee will not be contravened by the entry into and performance by it of the Documents to which it is a party;

4.3.5 that the execution and delivery of the Documents by the Company and the exercise of its rights and performance of its obligations under the Documents will promote the success of the Company for the benefit of its members as a whole and that any guarantee contained in the Documents was given in good faith by the Company and for the purposes of carrying on its business and the directors of the Company have satisfied themselves, after due deliberation, as to the benefit that the Company will derive from the giving of any guarantee contained in the Documents;

4.3.6 that no step has been taken to wind up the Company nor to appoint a receiver, administrator or like officer in respect of the Company or any of its assets and that no voluntary arrangement has been proposed in respect of the Company; and

4.3.7 there are no agreements, letters or other arrangements having contractual effect which modify the terms of, or affect, the Documents or which render the Company incapable of or prohibit it from performing any of its obligations under the Documents and no provision of the Documents have been waived and there are no contractual or similar restrictions contained in any agreement or arrangement (other than the Documents) which are binding on the Company which would prohibit it from performing any of its obligations under the Documents.

4.4 Reliance on Documents

4.4.1 All Documents submitted to us as copies or certified copies are true and complete copies of the originals and such originals and all Documents submitted to us as originals are genuine and complete and all signatures (including electronic signatures), stamps and seals on the documents are genuine.

4.4.2 Each Document accurately records the agreement of the parties to it and has not been amended, varied, waived, superseded, rescinded, breached, revoked or terminated.

4.4.3 The Documents are in the form produced to the directors of the Company.

4.4.4 There have been no amendments to the articles of association of the Company since the date referred to in paragraph 2.1.4.

4.5 Execution

4.5.1 The Documents have been signed by or on behalf of each party to it by person(s) authorised by the relevant party to (in the presence of a witness where applicable).

4.5.2 The making of the signatures on the signature pages to the Documents was made or done in a manner recognised by law as valid and the Documents have remained intact since those signatures were made or affixed (as the case may be).

4.5.3 The Documents have been dated with the date on which it was signed and duly delivered by the parties to it (where applicable).

4.6 Searches

4.6.1 The information disclosed in response to the searches referred to in paragraph 2.1 of this Opinion Letter was accurate, complete and up to date at the time of those searches and those responses did not fail to disclose any matters which they should have disclosed and which were relevant for the purposes of this Opinion Letter. Since the date of those searches and enquiries there has been no alteration in the status of the Company as revealed in those searches.

4.6.2 No event has occurred in relation to the Company, such as the passing of a resolution for or the presentation of a petition or the taking of any other action for the winding-up of, or the appointment of a liquidator, administrator, administrative receiver or receiver of the Company, in respect of which a filing at the Companies Registry or at the Central Index of the Companies Court was required to be made and has not been made or has been made but has not at the date of the searches appeared on the relevant search result relating to the Company.

4.7 Other matters

4.7.1 None of the parties to the Documents are or will be seeking to achieve any purpose not apparent from the Documents which might render the Documents illegal or void.

4.7.2 Where any liability or obligation or right or benefit of a party to the Documents are dependent upon the satisfaction of conditions precedent, those conditions have been or will be duly and properly satisfied.

4.7.3 There is no other matter or document which would, or might, affect the Opinions and which was not revealed by the Documents.

5 QUALIFICATIONS

5.1 Matters not covered

5.1.1 We express no opinion as to matters of fact, opinion or intention.

5.1.2 No opinion is expressed as to any provision of the Documents to the extent it purports to declare or impose a trust, turnover or similar arrangement in relation to any payments or assets received.

5.1.3 Except to the extent expressly set out in the Opinions, we express no opinion as to any taxation, financial or accountancy matters or any liability to tax which may arise or be suffered as a result of, or in connection with, the Documents or any transaction relating to them.

5.1.4 We express no opinion as to whether any filings, clearances, notifications or disclosures are required under laws relating to anti-trust, competition, public procurement, state aid or national security.

5.2 Insolvency

5.2.1 The validity, performance and enforcement of the Documents may be limited by bankruptcy, insolvency, liquidation, reorganisation or prescription or similar laws of general application relating to or affecting the rights of creditors.

5.2.2 Any provision in the Documents which confers, purports to confer or waives a right of set-off or similar right may be ineffective against a liquidator or creditor.

5.2.3 A power of attorney may, in limited circumstances, be revoked by the winding-up or dissolution of the donor company.

5.2.4 The searches and enquiries referred to in paragraph 2 of this Opinion Letter are not conclusively capable of revealing whether insolvency or similar procedures, or steps towards them, have been started against the Company.

5.3 Enforceability

5.3.1 Remedies such as specific performance or the issue of an injunction are available only at the discretion of the courts of England and Wales according to general principles of equity. Specific performance is not usually granted and an injunction is not usually issued where damages would be an adequate alternative.

5.3.2 The enforcement of any guarantee contained in the Documents may be subject to equitable defences relieving the guarantor from its obligations. The guarantor may be relieved from liability under any guarantee contained in the Documents by (a) the action or the lack of action by or by the conduct of the creditor or debtor in respect of any guaranteed obligations or any guarantee, security or other assurance against financial loss given in respect of such obligations or (b) any bad faith or misrepresentation on the part of such creditor.

5.3.3 Enforcement of claims arising pursuant to the Documents may become barred under the Limitation Act 1980 or may be subject to a defence of set-off or counterclaim.

5.3.4 Enforcement may be limited by the provisions of the laws of England and Wales applicable to agreements held to have been frustrated by events happening after execution of a document.

5.3.5 A party to a contract may be able to avoid its obligations under that contract (and may have other remedies) where it has been induced to enter into that contract by a misrepresentation and the courts of England and Wales will generally not enforce an obligation if there has been fraud.

5.3.6 In this letter "enforceable" means, in relation to an obligation, that it is of a type which the courts of England and Wales enforce. It does not mean that such obligation will be enforced in all circumstances in accordance with the terms of the relevant Document.

5.4 Discretion of courts

5.4.1 The courts of England and Wales may stay proceedings if concurrent proceedings are being brought elsewhere.

5.4.2 There could be circumstances in which the courts of England and Wales would not treat as conclusive those certificates and determinations which any of the Documents state are to be so treated.

5.4.3 The question whether or not any provisions of the Documents which may be invalid on account of illegality may be severed from the other provisions thereof in order to save those other provisions would be determined by the courts of England and Wales in their discretion.

5.5 Choice of law

5.5.1 An express choice of the laws of England and Wales will be subject to:

a) mandatory provisions of European Community law where all other elements of the situation are located in one or more European Union member states; and

b) the discretion of the courts of England and Wales to give effect to the mandatory provisions of law of the country where the obligations arising out of the contract are to be performed insofar as those provisions render performance of the contract unlawful.

5.5.2 An English court may refuse to accept jurisdiction if proceedings have been commenced in member state of the European Union, a related action is already pending in another member state of the European Union or the courts of another member state of the European Union has exclusive jurisdiction.

6 GENERAL

6.1 We have not investigated the laws of any country other than England and Wales and the Opinions are given only with respect to the laws of England and Wales as at the date of this letter. In issuing the Opinions we do not assume any obligation to notify or inform you of any developments subsequent to the date of this letter that might render its contents untrue or inaccurate in whole or in part at such later time.

6.2 Where any party to any Document is vested with a discretion or may determine a matter in its opinion, the laws of England and Wales may require that such discretion is exercised reasonably and for a proper purpose and/or that such opinion is formed in good faith based on reasonable grounds.

6.3 Whether any guarantee contained in any Document constitutes a primary obligation of the Company will depend upon its construction. In the absence of a clear statement that the obligations of the Company are of indemnity as well as guarantee the courts of England and Wales may not give effect to provisions seeking to impose primary liability on or to restrict the defences available to the Company in accordance with the terms of the Documents.

6.4 Any provisions excluding liability may be limited by law.

6.5 This Opinion Letter is given on the condition that it will be construed in accordance with English law and that each addressee submits to the jurisdiction of the courts of England and Wales and waives any objection to the exercise of such jurisdiction in relation to any dispute arising out of or in connection with this Opinion Letter.

Yours faithfully

/S/ SHOOSMITHS LLP

SHOOSMITHS LLP
Dated: 10 October 2023

Exhibit 10.1

Certain identified information has been excluded from this exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential. [***] indicates that information has been redacted.

ORDINARY SHARE PURCHASE AGREEMENT

This Ordinary Share Purchase Agreement (this "Agreement") is entered into effective as October 6, 2023 (the "Execution Date"), by and between Vivopower International PLC, a public limited company organized under the laws of England and Wales (the "Company"), and White Lion Capital LLC, a Nevada limited liability company (the "Investor").

WHEREAS, the parties desire that, upon the terms and subject to the conditions contained herein, the Investor shall purchase, from time to time, as provided herein, and the Company may issue and sell up to Two Million, Three-Hundred Thousand Dollars ($2,300,000) of the Company's Ordinary Shares (as defined below);

WHEREAS, such sales of Ordinary Shares by the Company to the Investor will be registered on a registration statement effective under the Securities Act (as defined below); and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

Section 1.1. DEFINED TERMS. As used in this Agreement, the following terms shall have the following meanings specified or indicated (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Aggregate Investment Amount" shall mean Two Million, Three Hundred Thoursand Dollars ($2,300,000).

"Agreement" shall have the meaning specified in the preamble hereof.

"Average Daily Trading Volume" shall mean the mean daily trading volume of the Company's Ordinary Shares over the most recent five (5) Business Days immediately preceding the date of delivery of a Purchase Notice (Exhibit A).

"Bankruptcy Law" means Title 11, U.S. Code, or any similar federal, state or non-U.S. law for the relief of debtors.

"Base Registration Statement" shall have the meaning specified in Section 4.15.

"Beneficial Ownership Limitation" shall have the meaning specified in Section 7.2(g).

"Business Day" shall mean a day on which the Principal Market shall be open for business.

"Claim Notice" shall have the meaning specified in Section 9.3(a).

"Closing" shall mean the settlement of a purchase and sale of Ordinary Shares pursuant to Section 2.3.

"Closing Date" shall have the meaning specified in Section 2.4(b).

"Commitment Period" shall mean the period commencing on the Execution Date and ending on the earlier of (i) the date on which the Investor shall have purchased a number of Purchase Notice Shares in which the aggregate Purchase Notice Amount pursuant to this Agreement is equal to the Aggregate Investment Amount or (ii) December 23, 2023.

"Company" shall have the meaning specified in the preamble to this Agreement.

"Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"Current Report" has the meaning set forth in Section 6.2.

"Damages" shall mean any loss, claim, damage, liability, cost and expense (including, without limitation, reasonable attorneys' fees and disbursements and costs and expenses of expert witnesses and investigation).

"Designated Brokerage Account" shall mean the brokerage account provided by the Investor for the delivery of the applicable Securities.

"Document Preparation Fee" shall be $25,000 payable by the Company to the Investor deducted from the proceeds of the Closing(s) outlined in Article II.

"DTC" shall mean The Depository Trust Company, or any successor performing substantially the same function for the Company.

"DTC/FAST Program" shall mean the DTC's Fast Automated Securities Transfer Program.

"DWAC" shall mean Deposit Withdrawal at Custodian as defined by the DTC.

"DWAC Eligible" shall mean that (a) the Ordinary Shares are eligible at DTC for full services pursuant to DTC's Operational Arrangements, including, without limitation, transfer through DTC's DWAC system, (b) the Company has been approved (without revocation) by the DTC's underwriting department, (c) the Transfer Agent is approved as an agent in the DTC/FAST Program, (d) the Securities are otherwise eligible for delivery via DWAC, and (e) the Transfer Agent does not have a policy prohibiting or limiting delivery of the Securities, as applicable, via DWAC.

"DWAC Shares" means Ordinary Shares that are (i) issued in electronic form, (ii) freely tradable and transferable and without restriction on resale and (iii) timely credited by the Company to the Investor's or its designee's specified DWAC account with DTC under the DTC/FAST Program, or any similar program hereafter adopted by DTC performing substantially the same function.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Cap" shall have the meaning set forth in Section 7.1(d).

"Execution Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Floor Price" shall mean $0.15.

"Indemnified Party" shall have the meaning specified in Section 9.1.

"Indemnifying Party" shall have the meaning specified in Section 9.1.

"Indemnity Notice" shall have the meaning specified in Section 9.3(b).

"Initial Closing" shall mean the closing of a purchase and sale of Ordinary Shares pursuant to Section 2.1.

"Initial Purchase Closing Date" shall have the meaning specified in Section 2.2(b).

"Initial Purchase Date" shall mean October 6, 2023.

"Initial Purchase Investment Amount" shall mean the number of Purchase Notice Shares referenced in the Initial Purchase Notice multiplied by the Initial Purchase Price, less the Document Preparation Fee.

"Initial Purchase Minimum" shall mean a number of Ordinary Shares equal to two percent (2.0%) of the Company's outstanding ordinary share count as of the Initial Purchase Date.

"Initial Purchase Notice" shall mean a written notice from Company, substantially in the form of Exhibit A hereto, to the Investor setting forth the Purchase Notice Shares which the Company requires the Investor to purchase pursuant to the terms of this Agreement.

"Initial Purchase Price" shall mean eighty-five (85.0%) multiplied by the VWAP of the Ordinary Shares on the Initial Purchase Date.

"Investment Amount" shall mean the Purchase Notice Amount less any applicable Document Preparation Fee.

"Investor" shall have the meaning specified in the preamble to this Agreement.

"Lien" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall mean any effect on the business, operations, properties, condition (financial or otherwise), or prospects of the Company that is material and adverse to the Company and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to enter into and perform its obligations under any Transaction Document.

"Minimum Put Covenant" shall have the meaning specified in Section 6.6.

"Minimum Put Date" shall have the meaning specified in Section 6.6.

"Ordinary Shares" shall mean the Company's Ordinary Shares, $0.12 par value per share, and any shares of any other class of ordinary shares whether now or hereafter authorized, having the right to participate in the distribution of dividends (as and when declared) and assets (upon liquidation of the Company).

"Ordinary Share Equivalents" means any securities of the Company entitling the holder thereof to acquire at any time Ordinary Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Ordinary Shares.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"PEA Period" shall mean the period commencing at 9:30 a.m., New York City time, on the fifth (5th) Business Day immediately prior to the filing of any post-effective amendment to the Registration Statement or any new registration statement, or any annual or quarterly report, and ending at 9:30 a.m., New York City time, on the Business Day immediately following (i) the effective date of such post-effective amendment of the Registration Statement or such new registration statement, or (ii) the date of filing of such annual or quarterly report, as applicable.

"Principal Market" shall mean any of the national exchanges (i.e. NYSE, AMEX, Nasdaq), or principal quotation systems (i.e. OTCQX, OTCQB, OTC Pink, the OTC Bulletin Board), or other principal exchange or recognized quotation system which is at the time the principal trading platform or market for the Ordinary Shares.

"Prospectus Filing Date" shall have the meaning specified in Section 4.15.

"Purchase Amount" means a dollar amount equal to the closing price of the Ordinary Shares on the Business Day before the date of delivery of a Purchase Notice (Exhibit B) multiplied by the number of shares listed in the applicable Purchase Notice.

"Purchase Notice" shall mean a written notice from Company, substantially in the form of Exhibit B hereto, to the Investor setting forth the number of Purchase Notice Shares which the Company requires the Investor to purchase pursuant to the terms of this Agreement.

"Purchase Notice Amount" shall mean the number of Purchase Notice Shares referenced in the Purchase Notice multiplied by the Purchase Price.

"Purchase Notice Date" shall have the meaning specified in Section 2.2(a).

"Purchase Notice Limit" shall mean for any Purchase Notice the Investor's committed obligation under such Purchase Notice, the maximum amount of Purchase Notice Shares the Company may require the Investor to purchase per each Purchase Notice shall be the Aggregate Investment Amount, subject to the Beneficial Ownership Limitation. Notwithstanding the forgoing, the Investor may waive the Purchase Notice Limit at any time to allow the Investor to purchase additional shares under a Purchase Notice.

"Purchase Notice Shares" shall mean all Ordinary Shares that the Company shall be entitled to issue and sell to the Investor as set forth in all Purchase Notices in accordance with the terms and conditions of this Agreement.

"Purchase Price" shall mean the lowest traded price of the Ordinary Shares on the Purchase Notice Date.

"Registration Statement" shall have the meaning specified in Section 4.15.

"Regulation D" shall mean Regulation D promulgated under the Securities Act.

"Rule 144" shall mean Rule 144 under the Securities Act or any similar provision then in force under the Securities Act.

"SEC" shall mean the United States Securities and Exchange Commission.

"SEC Documents" shall have the meaning specified in Section 4.5.

"Securities" mean any Ordinary Shares issued to the Investor by the Company pursuant to this Agreement, including without limitation the Purchase Notice Shares as well as any Ordinary Shares issued pursuant to Section 6.6.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Subsidiary" means any Person the Company wholly-owns or controls, or in which the Company, directly or indirectly, owns a majority of the voting stock or similar voting interest, in each case that would be disclosable pursuant to Item 601(b)(21) of Regulation S-K promulgated under the Securities Act.

"Termination" shall mean any termination outlined in Section 10.5.

"Transaction Documents" shall mean this Agreement, and all schedules and exhibits hereto and thereto.

"Transfer Agent" shall mean the current transfer agent of the Company and any successor transfer agent of the Company.

"VWAP" means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market (or, if the Principal Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded), during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by E*TRADE Securities LLC graph study function or Bloomberg through its "VAP" function (set to 09:30:01 start time and 15:59:59 end time) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the "pink sheets" by OTC Markets Group Inc. (formerly Pink Sheets LLC). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Investor. If the Company and the Investor are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 10.16. All such determinations shall be appropriately adjusted for any share dividend, share split, share combination, recapitalization or other similar transaction during such period.

ARTICLE II
PURCHASE AND SALE OF ORDINARY SHARES

Section 2.1 INITIAL PURCHASE. Upon the terms and conditions set forth herein (including, without limitation, the provisions of Article VII), prior to 9:00 am New York time on the Initial Purchase Date, the Company shall require the Investor, by its delivery to the Investor of an Initial Purchase Notice, to purchase Purchase Notice Shares, provided that the amount of Purchase Notice Shares shall not be less than the Initial Purchase Minimum nor exceed the Beneficial Ownership Limitation set forth in Section 7.2(g) (the "Initial Closing"). If the Investor does not receive a valid Initial Purchase Notice from the Company by 9:00 am New York time on the Initial Purchase Date, the Initial Purchase Notice shall be void and the Company may only issue Purchase Notices in accordance with the terms of this agreement in lieu of the Initial Purchase Notice.

Section 2.2 INITIAL PURCHASE MECHANICS.

(a) INITIAL PURCHASE NOTICE. On the Initial Purchase Date, the Company shall deliver an Initial Purchase Notice to Investor, subject to satisfaction of the conditions set forth in Section 7 and otherwise provided herein. The Company shall deliver the Purchase Notice Shares as DWAC Shares to the Designated Brokerage Account alongside the delivery of the Initial Purchase Notice. The Initial Purchase Notice shall be deemed validly delivered on the Initial Purchase Date if (i) Exhibit A (Form of Initial Purchase Notice) is received by 9:00 a.m. New York time by email by the Investor and (ii) the DWAC of the applicable Purchase Notice Shares has been initiated and completed as confirmed by the Investor's Designated Brokerage Account by 9:00 a.m. New York time. If Exhibit A is received after 9:00 a.m. New York time or the DWAC of the applicable Purchase Notice Shares has not been completed as confirmed by the Investor's Designated Brokerage Account by 9:00 a.m. New York time, then the Initial Purchase Notice shall become void and the Company may only issue Purchase Notices in accordance with the terms of this agreement in lieu of the Initial Purchase Notice (unless waived by Investor). Each party shall use its best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that the transactions contemplated hereby shall be consummated as soon as practicable. Each party also agrees that it shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective Section 2.2(a) of this Agreement and the transactions contemplated herein.

(b) INITIAL PURCHASE CLOSING. The Closing of the Initial Purchase Notice shall occur on the first Business Day following the Initial Purchase Date (the "Initial Purchase Closing Date"); whereby the Investor shall deliver to the Company, by 5:00 p.m. New York time on the Initial Purchase Closing Date, the applicable Initial Purchase Investment Amount by wire transfer of immediately available funds to an account designated by the Company.

Section 2.3 ADDITIONAL PURCHASE NOTICES. Upon the terms and conditions set forth herein (including, without limitation, the provisions of Article VII), at any time following three (3) Business Days following the Initial Purchase Date (unless waived by the Investor), the Company shall have the right, but not the obligation, to require the Investor, by its delivery to the Investor of a Purchase Notice from time to time, to purchase Purchase Notice Shares provided that the amount of Purchase Notice Shares shall not exceed the Purchase Notice Limit or the Beneficial Ownership Limitation set forth in Section 7.2(g) (each such purchase, a "Closing"). The Company may not deliver a subsequent Purchase Notice until the Closing of an active Purchase Notice, except if waived by the Investor in writing. Furthermore, the Company shall not deliver any Purchase Notices to the Investor during the PEA Period. Notwithstanding the foregoing, the Company may not submit a Purchase Notice to the Investor if the Purchase Amount is less than $10,000.

Section 2.4 MECHANICS.

(a) PURCHASE NOTICE. At any time and from time to time during the Commitment Period, except as provided in this Agreement, the Company may deliver a Purchase Notice to Investor, subject to satisfaction of the conditions set forth in Section 7 and otherwise provided herein. The Company shall deliver the Purchase Notice Shares as DWAC Shares to the Designated Brokerage Account concurrently with the delivery of the Purchase Notice. A Purchase Notice shall be deemed delivered on the Business Day (i) Exhibit B (Form of Purchase Notice) is received by 9:00 a.m. New York time by email by the Investor and (ii) the DWAC of the applicable Purchase Notice Shares has been initiated and completed as confirmed by the Investor's Designated Brokerage Account by 9:00 a.m. New York time (the "Purchase Notice Date"). If Exhibit B is received after 9:00 a.m. New York time or the DWAC of the applicable Purchase Notice Shares has not been completed as confirmed by the Investor's Designated Brokerage Account by 9:00 a.m. New York time, then the next Business Day shall be the Purchase Notice Date, unless waived by Investor. Each party shall use its best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that the transactions contemplated hereby shall be consummated as soon as practicable. Each party also agrees that it shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective Section 2.2(a) of this Agreement and the transactions contemplated herein.

(b) CLOSING. The Closing of a Purchase Notice shall occur one Business Day following the Purchase Notice Date (the "Closing Date"); whereby the Investor shall deliver to the Company, by 5:00 p.m. New York time on the Closing Date, the applicable Investment Amount by wire transfer of immediately available funds to an account designated by the Company.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF INVESTOR

The Investor represents and warrants to the Company that:

Section 3.1 INTENT. The Investor is entering into this Agreement for its own account. The Investor reserves the right to dispose of the Securities at any time in accordance with federal and state securities laws applicable to such disposition.

Section 3.2 ACCREDITED INVESTOR. The Investor is an accredited investor as defined in Rule 501(a)(3) of Regulation D, and the Investor has such experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Securities. The Investor acknowledges that an investment in the Securities is speculative and involves a high degree of risk.

Section 3.3 AUTHORITY. The Investor has the requisite power and authority to enter into and perform its obligations under the Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution and delivery of the Transaction Documents and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action and no further consent or authorization of the Investor is required. The Transaction Documents to which the Investor is a party have been duly executed by the Investor, and when delivered by the Investor in accordance with the terms hereof, will constitute the valid and binding obligations of the Investor enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

Section 3.4 NOT AN AFFILIATE. The Investor is not an officer, director, or "affiliate" (as that term is defined in Rule 405 of the Securities Act) of the Company.

Section 3.5 ORGANIZATION AND STANDING. The Investor is an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents.

Section 3.6 ABSENCE OF CONFLICTS. The execution and delivery of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby and compliance with the requirements hereof and thereof, will not (a) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Investor, (b) violate any provision of any indenture, instrument or agreement to which the Investor is a party or is subject, or by which the Investor or any of its assets is bound, or conflict with or constitute a material default thereunder, (c) result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement, or constitute a breach of any fiduciary duty owed by the Investor to any third party, or (d) require the approval of any third-party (that has not been obtained) pursuant to any material contract, instrument, agreement, relationship or legal obligation to which the Investor is subject or to which any of its assets, operations or management may be subject.

Section 3.7 DISCLOSURE; ACCESS TO INFORMATION. The Investor had an opportunity to review copies of the SEC Documents filed on behalf of the Company and has had access to all publicly available information with respect to the Company.

Section 3. MANNER OF SALE. At no time was the Investor presented with or solicited by or through any leaflet, public promotional meeting, television advertisement or any other form of general solicitation or advertising.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the SEC Documents, the Company represents and warrants to the Investor, as of the Execution Date, that:

Section 4.1 ORGANIZATION OF THE COMPANY. The Company is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation or default of any of the provisions of its certificate of incorporation, bylaws or other organizational or charter documents. The Company is duly qualified to conduct business and is in good standing as a foreign corporation in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification. The Company has no Subsidiaries.

Section 4.2 AUTHORITY. The Company has the requisite corporate power and authority to enter into and perform its obligations under the Transaction Documents. The execution and delivery of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action and no further consent or authorization of the Company or its Board of Directors or stockholders is required. The Transaction Documents have been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

Section 4.3 CAPITALIZATION. As of the Execution Date, the authorized Ordinary Shares of the Company consists of 3,868,907 Ordinary Shares (defined as the sum of issued shares at the date of the Company's Annual General Meeting of Shareholders on 10 November 2022 ("AGM") and the shares approved by shareholders at the AGM for allotment, adjusted for the Share Consolidation), of which approximately 2,578,826 Ordinary Shares are issued and outstanding as of the Execution Date. As of the Execution Date, the authorized preferred stock of the Company ("Preferred Stock") consists of nilshares of Preferred Stock, of which no shares of Preferred Stock are issued and outstanding as of the Execution Date. The Company has not issued any capital stock since its most recently filed Annual Report on Form 20-F pursuant to the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of Ordinary Shares to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of Ordinary Share Equivalents outstanding as of the date of the most recently filed Annual Report on Form 20-F filed pursuant to the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as set forth in the SEC Documents, there are no outstanding options, warrants except for warrants issued to [***] ([***] underlying shares) and to [***] ([***] underlying shares), calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any Ordinary Shares, or contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue additional Ordinary Shares or Ordinary Share Equivalents. The issuance and sale of the Securities will not obligate the Company to issue Ordinary Shares or other securities to any Person (other than the Investor) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

Section 4.4 LISTING AND MAINTENANCE REQUIREMENTS. The Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act. The Company has not, in the twelve (12) months preceding the Execution Date, received notice from the Principal Market on which the Ordinary Shares are or have been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Principal Market.

Section 4.5 SEC DOCUMENTS; DISCLOSURE. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) thereof, for the one (1) year preceding the Execution Date (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Documents") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Documents prior to the expiration of any such extension. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and other federal laws, rules and regulations applicable to such SEC Documents, and none of the SEC Documents when filed contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form and substance in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except (a) as may be otherwise indicated in such financial statements or the notes thereto or (b) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments). Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Investor or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Investor will rely on the foregoing representation in effecting transactions in securities of the Company.

Section 4.6 VALID ISSUANCES. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid, and non-assessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents.

Section 4.7 NO CONFLICTS. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Purchase Notice Shares, do not and will not: (a) result in a violation of the Company's certificate or articles of incorporation, by-laws or other organizational or charter documents, (b) conflict with, or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, result in the creation of any Lien upon any of the properties or assets of the Company, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, instrument or any "lock-up" or similar provision of any underwriting or similar agreement to which the Company is a party, or (c) result in a violation of any federal, state or local law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations) applicable to the Company or by which any property or asset of the Company is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect) nor is the Company otherwise in violation of, conflict with or in default under any of the foregoing. The business of the Company is not being conducted in violation of any law, ordinance or regulation of any governmental entity, except for possible violations that either singly or in the aggregate do not and will not have a Material Adverse Effect. The Company is not required under federal, state or local law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under the Transaction Documents (other than any SEC or state securities filings that may be required to be made by the Company in connection with the issuance of Purchase Notice Shares or subsequent to any Closing or any registration statement that may be filed pursuant hereto); provided that, for purposes of the representation made in this sentence, the Company is assuming and relying upon the accuracy of the relevant representations and agreements of Investor herein.

Section 4.8 NO MATERIAL ADVERSE EFFECT. No event has occurred that would have a Material Adverse Effect on the Company that has not been disclosed in SEC Documents.

Section 4.9 LITIGATION AND OTHER PROCEEDINGS. Except as disclosed in the SEC Documents, there are no material actions, suits, investigations, inquiries or similar proceedings (however any governmental agency may name them) pending or, to the knowledge of the Company, threatened against or affecting the Company or its properties, nor has the Company received any written or oral notice of any such action, suit, proceeding, inquiry or investigation, which would have a Material Adverse Effect. No judgment, order, writ, injunction or decree or award has been issued by or, to the knowledge of the Company, requested of any court, arbitrator or governmental agency which would have a Material Adverse Effect. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company or any current or former director or officer of the Company.

Section 4.10 REGISTRATION RIGHTS. No Person (other than the Investor) has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

Section 4.11 ACKNOWLEDGMENT REGARDING INVESTOR'S PURCHASE OF SECURITIES. The Company acknowledges and agrees that the Investor is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby and that the Investor is not (i) an officer or director of the Company, or (ii) an "affiliate" (as defined in Rule 144) of the Company. The Company further acknowledges that the Investor is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby, and any advice given by the Investor or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to the Investor's purchase of the Purchase Notice Shares. The Company further represents to the Investor that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives.

Section 4.12 [RESERVED]

Section 4.13 NO INTEGRATED OFFERING. None of the Company, its affiliates, and any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings for purposes of any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated, but excluding stockholder consents required to authorize and issue the Securities or waive any anti-dilution provisions in connection therewith.

Section 4.14 OTHER COVERED PERSONS. The Company is not aware of any Person that has been or will be paid (directly or indirectly) remuneration for solicitation of the Investor in connection with the sale of any Regulation D Securities.

Section 4.15 REGISTRATION STATEMENT. The Company has prepared and filed a Registration Statement on Form F-3 with the SEC in accordance with the provisions of the Securities Act, which was declared effective by order of the SEC on Decemeber 23, 2020 (File No. 333-251304) (the "Base Registration Statement"). The Base Registration Statement is effective under the Securities Act and the Company has not received any written notice that the SEC has issued or intends to issue a stop order or other similar order with respect to the Base Registration Statement or the prospectus or that the SEC otherwise has (i) suspended or withdrawn the effectiveness of the Base Registration Statement or (ii) issued any order preventing or suspending the use of the prospectus or any prospectus supplement, in either case, either temporarily or permanently or intends or has threatened in writing to do so. The "Plan of Distribution" section of the prospectus permits the issuance of the Securities hereunder and the resale of such Securities by the Investor. The SEC has not notified the Company of any objection to the use of the form of the Base Registration Statement pursuant to Rule 401(g)(1) of the Securities Act. The Company was at the time of the filing of the Registration Statement eligible to use Form F-3. The Company is eligible to use Form F-3 under the Securities Act and it meets the transaction requirements with respect to the securities being sold hereunder. The Company shall issue all Securities issued pursuant to this Agreement under the Base Registration Statement and accompanying prospectus as contemplated by Section 6.3 herein, and all such Ordinary Shares shall be freely tradeable by the Investor upon its receipt of such Ordinary Shares. All corporate action required to be taken for the authorization, issuance and sale of the Purchase Notice Shares has been duly and validly taken. The Purchase Notice Shares conform in all material respects to all statements with respect thereto contained in the Base Registration Statement, the prospectus and the prospectus supplement.

ARTICLE V
COVENANTS OF INVESTOR

Section 5.1 SHORT SALES AND CONFIDENTIALITY. Neither the Investor, nor any affiliate of the Investor acting on its behalf or pursuant to any understanding with it, will execute any Short Sales during the period from the Execution Date to the end of the Commitment Period. For the purposes hereof, and in accordance with Regulation SHO, the sale after delivery of the Purchase Notice of such number of Ordinary Shares reasonably expected to be purchased under the Purchase Notice shall not be deemed a Short Sale. The parties acknowledge and agree that during the Valuation Period, the Investor may contract for, or otherwise effect, the resale of Purchase Notice Shares to third-parties. The Investor shall, until such time as the transactions contemplated by the Transaction Documents are publicly disclosed by the Company in accordance with the terms of the Transaction Documents, maintain the confidentiality of the existence and terms of this transaction and the information included in the Transaction Documents. "Short Sales" shall mean "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act.

ARTICLE VI
COVENANTS OF THE COMPANY

Section 6.1 LISTING OF ORDINARY SHARES. The Company shall use commercially reasonable efforts to maintain, so long as any Ordinary Shares shall be so listed, the listing, if required, of all Ordinary Shares on the Principal Market from time to-time issuable hereunder. The Company shall use its commercially reasonable best efforts to continue the listing or quotation and trading of the Ordinary Shares on the Principal Market (including, without limitation, maintaining sufficient net tangible assets, if required) and will comply in all respects with the reporting, filing and other obligations of the Principal Market.

Section 6.2 FILING OF CURRENT REPORT. The Company agrees that it shall file a Current Report on Form 6-K, including the Transaction Documents as exhibits thereto, with the SEC within the time required by the Exchange Act for a filing on Form 8-K, relating to the execution of the transactions contemplated by, and describing the material terms and conditions of, the Transaction Documents (the "Current Report"). The Company shall permit the Investor to review and comment upon the final pre-filing draft version of the Current Report prior to its filing with the SEC, and the Company shall give reasonable consideration to all such comments. The Investor shall use its reasonable best efforts to comment upon the final pre-filing draft version of the Current Report within one (1) Business Day from the date the Investor receives it from the Company.

Section 6.3 FILING OF PROSPECTUS SUPPLEMENT. The Company shall file, prior to 9:00 am New York City time on the Initial Purchase Date, with the SEC a prospectus supplement covering the offering and sale of the Securities (the "Prospectus Filing Date"). Such prospectus supplement shall relate to the transactions contemplated by, and describing the material terms and conditions of, this Agreement, containing required information previously omitted at the time of effectiveness of the Base Registration Statement in reliance on Rule 430B under the Securities Act, and disclosing all information relating to the transactions contemplated hereby required to be disclosed in the Base Registration Statement and the prospectus as of the date of the prospectus supplement, including, without limitation, information required to be disclosed in the section captioned "Plan of Distribution" in the prospectus. The Company shall permit the Investor to review and comment upon the prospectus supplement within a reasonable time prior to its filing with the SEC, the Company shall give reasonable consideration to all such comments, and the Company shall not file the Current Report or the prospectus supplement with the SEC in a form to which the Investor reasonably objects. The Investor shall furnish to the Company such information regarding itself, and the Company's securities beneficially owned by the Investor, as shall be reasonably requested by the Company in connection with the preparation and filing of the Current Report and the prospectus supplement, and shall otherwise cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of the Current Report and the prospectus supplement with the SEC. The Company shall have no knowledge of any untrue statement (or alleged untrue statement) of a material fact or omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in any effective registration statement filed or any post-effective amendment or prospectus supplement related to the transactions contemplated herein. The Company shall promptly give the Investor notice of any event (including the passage of time) which makes the final prospectus not to be in compliance with the Securities Act and shall use its best efforts thereafter to file with the SEC any Post-Effective Amendment to the Base Registration Statement, amended prospectus or prospectus supplement in order to comply with the Securities Act.

Section 6.4 NON-PUBLIC INFORMATION. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 6.2 and otherwise provided herein, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide the Investor or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Investor shall have consented in writing to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that the Investor shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that the Company delivers any material, non-public information to the Investor without such prior written consent, the Company hereby covenants and agrees that the Investor shall not have any duty of confidentiality to the Company, any of its Subsidiaries, or any of their respective officers, directors, agents, employees or affiliates, not to trade on the basis of, such material, non-public information. The Company represents that as of the Execution Date, except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, neither it nor any other Person acting on its behalf has previously provided the Investor or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information. After the Execution Date, to the extent that any notice or communication made by the Company, or information provided by the Company, to the Investor constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice or other material information with the SEC pursuant to a Current Report on Form 6-K. The Company understands and confirms that the Investor shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

Section 6.5 SUBSEQUENT FINANCING. From the Execution Date until five (5) days thereafter, the Company covenants and agrees that it will not, without the prior written consent of the Investor, enter into any agreement with any other party or enter into any transaction (or series of transactions) resulting in, committing to, taking any action regarding, or otherwise involving the issuance and sale of any Ordinary Shares, Ordinary Share Equivalents or any other equity securities of the Company.

Section 6.6 PURCHASE COMMITMENT. The Company agrees that it shall have, by 4:00 p.m. New York time on December 23, 2023 (the "Minimum Put Date"), provided Investor with Purchase Notices pursuant to Section 2 for the sale to Investor of a number of shares equal to the Aggregate Investment Amount (the "Minimum Put Covenant"). If the Company fails to satisfy the Minimum Put Covenant, then within two (2) Business Days after the Minimum Put Date, the Company shall deliver to the Investor a number of Ordinary Shares equal to $75,000 divided by the closing sale price on the Minimim Put Date.

ARTICLE VII
CONDITIONS TO DELIVERY OF PURCHASE NOTICE AND CONDITIONS TO CLOSING

Section 7.1 CONDITIONS PRECEDENT TO THE RIGHT OF THE COMPANY TO ISSUE AND SELL PURCHASE NOTICE SHARES. The right of the Company to issue and sell the Purchase Notice Shares to the Investor is subject to the satisfaction of each of the conditions set forth below:

(a) ACCURACY OF INVESTOR'S REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Investor shall be true and correct as of the date of this Agreement and as of the date of each Closing as though made at each such time.

(b) PERFORMANCE BY INVESTOR. Investor shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Investor at or prior to such Closing.

Section 7.2 CONDITIONS PRECEDENT TO THE OBLIGATION OF INVESTOR TO PURCHASE THE PURCHASE NOTICE SHARES. The obligation of the Investor hereunder to purchase the Purchase Notice Shares is subject to the satisfaction of each of the following conditions:

(a) EFFECTIVE REGISTRATION STATEMENT. The Registration Statement, and any amendment or supplement thereto, shall remain effective for the offering and sale of the Securities and (i) the Company shall not have received notice that the SEC has issued or intends to issue a stop order with respect to such Registration Statement or that the SEC otherwise has suspended or withdrawn the effectiveness of such Registration Statement, either temporarily or permanently, or intends or has threatened to do so and (ii) no other suspension of the use of, or withdrawal of the effectiveness of, such Registration Statement or related prospectus shall exist. The Investor shall not have received any notice from the Company that the prospectus and/or any prospectus supplement fails to meet the requirements of the Securities Act.

(b) ACCURACY OF THE COMPANY'S REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Company shall be true and correct as of the date of this Agreement and as of the date of each Closing (except for representations and warranties specifically made as of a particular date).

(c) PERFORMANCE BY THE COMPANY. The Company shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company.

(d) NO INJUNCTION. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or adopted by any court or governmental authority of competent jurisdiction that prohibits or directly and materially adversely affects any of the transactions contemplated by the Transaction Documents, and no proceeding shall have been commenced that may have the effect of prohibiting or materially adversely affecting any of the transactions contemplated by the Transaction Documents.

(e) ADVERSE CHANGES. Since the date of filing of the Company's most recent annual or quarterly report, no event that had or is reasonably likely to have a Material Adverse Effect has occurred.

(f) NO SUSPENSION OF TRADING IN OR DELISTING OF ORDINARY SHARES. The trading of the Ordinary Shares shall not have been suspended by the SEC or the Principal Market, or otherwise halted for any reason, and the Ordinary Shares shall have been approved for listing or quotation on and shall not have been delisted from or no longer quoted on the Principal Market. In the event of a suspension, delisting, or halting for any reason, of the trading of the Ordinary Shares during the Valuation Period, as contemplated by this Section 7.2(f), the Investor shall purchase the Purchase Notice Shares in the respective Purchase Notice at a value equal to the par value of the Company's Ordinary Shares.

(g) BENEFICIAL OWNERSHIP LIMITATION. The number of Purchase Notice Shares then to be purchased by the Investor shall not exceed the number of such shares that, when aggregated with all other Ordinary Shares then owned by the Investor beneficially or deemed beneficially owned by the Investor, would result in the Investor owning more than the Beneficial Ownership Limitation (as defined below), as determined in accordance with Section 13 of the Exchange Act. For purposes of this Section 7.2(g), in the event that the number of Ordinary Shares outstanding is different on a Closing Date from the date upon which the Purchase Notice associated with such Closing Date is given, then the amount of Ordinary Shares outstanding on such issuance of a Purchase Notice shall govern for purposes of determining whether the Investor, when aggregating all purchases of Ordinary Shares made pursuant to this Agreement, would own more than the Beneficial Ownership Limitation following a purchase on such Closing Date. In the event the Investor claims that compliance with a Purchase Notice would result in the Investor owning more than the Beneficial Ownership Limitation, upon request of the Company the Investor will provide the Company with evidence of the Investor's then existing Ordinary Shares beneficially or deemed beneficially owned. The "Beneficial Ownership Limitation" shall be 4.99% of the number of Ordinary Shares outstanding immediately prior to the issuance of Ordinary Shares issuable pursuant to a Purchase Notice, unless waived by the Investor. To the extent that the Beneficial Ownership Limitation is exceeded, the number of Ordinary Shares issuable to the Investor shall be reduced void ab initio such that it does not exceed the Beneficial Ownership Limitation.

(h) STOCK PROMOTION. The Company shall be free from any "stock promotion" flag.

(i) NO KNOWLEDGE. The Company shall have no knowledge of any event more likely than not to have the effect of causing the effectiveness of the Registration Statement to be suspended or any prospectus or prospectus supplement failing to meet the requirements of the Securities Act (which event is more likely than not to occur within the fifteen (15) Business Days following the Business Day on which such Purchase Notice is deemed delivered).

(j) NO VIOLATION OF SHAREHOLDER APPROVAL REQUIREMENT. The issuance of the Purchase Notice Shares shall not violate the shareholder approval requirements of the Principal Market.

(k) DWAC ELIGIBLE. The Ordinary Shares must be DWAC Eligible and not subject to a "DTC chill".

(l) SEC DOCUMENTS. All reports, schedules, registrations, forms, statements, information and other documents required to have been filed by the Company with the SEC pursuant to the reporting requirements of the Exchange Act shall have been filed with the SEC within the applicable time periods prescribed for such filings under the Exchange Act.

ARTICLE VIII
LEGENDS

Section 8.1 NO RESTRICTIVE STOCK LEGEND. No restrictive stock legend shall be attached to the Purchase Notice Shares.

ARTICLE IX
INDEMNIFICATION

Section 9.1 INDEMNIFICATION. Each party (an "Indemnifying Party") agrees to indemnify and hold harmless the other party along with its officers, directors, employees, and authorized agents, and each Person or entity, if any, who controls such party within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (an "Indemnified Party") from and against any Damages, and any action in respect thereof to which the Indemnified Party becomes subject to, resulting from, arising out of this Agreement or relating to (i) any misrepresentation, breach of warranty or nonfulfillment of or failure to perform any covenant or agreement on the part of the Indemnifying Party contained in this Agreement (or an allegation of the foregoing), (ii) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereof or prospectus or prospectus supplement, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading, or (iv) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation under the Securities Act, the Exchange Act or any state securities law, as such Damages are incurred, except to the extent such Damages result primarily from the Indemnified Party's failure to perform any covenant or agreement contained in this Agreement or the Indemnified Party's, recklessness or willful misconduct in performing its obligations under this Agreement; *provided, however*, that the foregoing indemnity agreement shall not apply to any Damages of an Indemnified Party to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made by an Indemnifying Party in reliance upon and in conformity with written information furnished to the Indemnifying Party by the Indemnified Party expressly for use in the Registration Statement, any post-effective amendment thereof, prospectus, prospectus supplement thereto, or any preliminary prospectus or final prospectus (as amended or supplemented).

Section 9.2 INDEMNIFICATION PROCEDURE.

(a) A party that seeks indemnification under must promptly give the other party notice of any legal action. But a delay in notice does not relieve an Indemnifying Party of any liability to any Indemnified Party, except to the extent the Indemnifying Party shows that the delay prejudiced the defense of the action.

(b) The Indemnifying Party may participate in the defense at any time or it may assume the defense by giving notice to the Indemnified Parties. After assuming the defense, the Indemnifying Party:

(i) must select counsel (including local counsel if appropriate) that is reasonably satisfactory to the Indemnified Parties;

(ii) is not liable to the other party for any later attorney's fees or for any other later expenses that the Indemnified Parties incur, except for reasonable investigation costs;

(iii) must not compromise or settle the action without the Indemnified Parties consent (which may not be unreasonably withheld); and

(iv) is not liable for any compromise or settlement made without its consent.

(c) If the Indemnifying Party fails to assume the defense within 10 days after receiving notice of the action, the Indemnifying Party shall be bound by any determination made in the action or by any compromise or settlement made by the Indemnified Parties, and also remains liable to pay the Indemnified Parties' legal fees and expenses.

Section 9.3 METHOD OF ASSERTING INDEMNIFICATION CLAIMS. All claims for indemnification by any Indemnified Party under Section 9.2 shall be asserted and resolved as follows:

(a) In the event any claim or demand in respect of which an Indemnified Party might seek indemnity under Section 9.2 is asserted against or sought to be collected from such Indemnified Party by a Person other than a party hereto or an affiliate thereof (a "Third Party Claim"), the Indemnified Party shall deliver a written notification, enclosing a copy of all papers served, if any, and specifying the nature of and basis for such Third Party Claim and for the Indemnified Party's claim for indemnification that is being asserted under any provision of Section 9.2 against an Indemnifying Party, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such Third Party Claim (a "Claim Notice") with reasonable promptness to the Indemnifying Party. If the Indemnified Party fails to provide the Claim Notice with reasonable promptness after the Indemnified Party receives notice of such Third Party Claim, the Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim to the extent that the Indemnifying Party's ability to defend has been prejudiced by such failure of the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party as soon as practicable within the period ending thirty (30) calendar days following receipt by the Indemnifying Party of either a Claim Notice or an Indemnity Notice (as defined below) (the "Dispute Period") whether the Indemnifying Party disputes its liability or the amount of its liability to the Indemnified Party under Section 9.2 and whether the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Party against such Third Party Claim.

(i) If the Indemnifying Party notifies the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Indemnified Party with respect to the Third Party Claim pursuant to this Section 9.3(a), then the Indemnifying Party shall have the right to defend, with counsel reasonably satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, such Third Party Claim by all appropriate proceedings, which proceedings shall be vigorously and diligently prosecuted by the Indemnifying Party to a final conclusion or will be settled at the discretion of the Indemnifying Party (but only with the consent of the Indemnified Party in the case of any settlement that provides for any relief other than the payment of monetary damages or that provides for the payment of monetary damages as to which the Indemnified Party shall not be indemnified in full pursuant to Section 9.2). The Indemnifying Party shall have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that the Indemnified Party may, at the sole cost and expense of the Indemnified Party, at any time prior to the Indemnifying Party's delivery of the notice referred to in the first sentence of this clause (i), file any motion, answer or other pleadings or take any other action that the Indemnified Party reasonably believes to be necessary or appropriate to protect its interests; and provided, further, that if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnifying Party in contesting any Third Party Claim that the Indemnifying Party elects to contest. The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this clause (i), and except as provided in the preceding sentence, the Indemnified Party shall bear its own costs and expenses with respect to such participation. Notwithstanding the foregoing, the Indemnified Party may take over the control of the defense or settlement of a Third Party Claim at any time if it irrevocably waives its right to indemnity under Section 9.2 with respect to such Third Party Claim.

(ii) If the Indemnifying Party fails to notify the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Third Party Claim pursuant to Section 9.3(a), or if the Indemnifying Party gives such notice but fails to prosecute vigorously and diligently or settle the Third Party Claim, or if the Indemnifying Party fails to give any notice whatsoever within the Dispute Period, then the Indemnified Party shall have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate proceedings, which proceedings shall be prosecuted by the Indemnified Party in a reasonable manner and in good faith or will be settled at the discretion of the Indemnified Party(with the consent of the Indemnifying Party, which consent will not be unreasonably withheld). The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnified Party and its counsel in contesting any Third Party Claim which the Indemnified Party is contesting. Notwithstanding the foregoing provisions of this clause (ii), if the Indemnifying Party has notified the Indemnified Party within the Dispute Period that the Indemnifying Party disputes its liability or the amount of its liability hereunder to the Indemnified Party with respect to such Third Party Claim and if such dispute is resolved in favor of the Indemnifying Party in the manner provided in clause (iii) below, the Indemnifying Party will not be required to bear the costs and expenses of the Indemnified Party's defense pursuant to this clause (ii) or of the Indemnifying Party's participation therein at the Indemnified Party's request, and the Indemnified Party shall reimburse the Indemnifying Party in full for all reasonable costs and expenses incurred by the Indemnifying Party in connection with such litigation. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this clause (ii), and the Indemnifying Party shall bear its own costs and expenses with respect to such participation.

(iii) If the Indemnifying Party notifies the Indemnified Party that it does not dispute its liability or the amount of its liability to the Indemnified Party with respect to the Third Party Claim under Section 9.2 or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes its liability or the amount of its liability to the Indemnified Party with respect to such Third Party Claim, the amount of Damages specified in the Claim Notice shall be conclusively deemed a liability of the Indemnifying Party under Section 9.2 and the Indemnifying Party shall pay the amount of such Damages to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability or the amount of its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute; provided, however, that if the dispute is not resolved within thirty (30) days after the Claim Notice, the Indemnifying Party shall be entitled to institute such legal action as it deems appropriate.

(b) In the event any Indemnified Party should have a claim under Section 9.2 against the Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver a written notification of a claim for indemnity under Section 9.2 specifying the nature of and basis for such claim, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such claim (an "Indemnity Notice") with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent that the Indemnifying Party demonstrates that it has been irreparably prejudiced thereby. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim or the amount of the claim described in such Indemnity Notice or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes the claim or the amount of the claim described in such Indemnity Notice, the amount of Damages specified in the Indemnity Notice will be conclusively deemed a liability of the Indemnifying Party under Section 9.2 and the Indemnifying Party shall pay the amount of such Damages to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability or the amount of its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute; provided, however, that if the dispute is not resolved within thirty (30) days after the Claim Notice, the Indemnifying Party shall be entitled to institute such legal action as it deems appropriate.

(c) The Indemnifying Party agrees to pay the Indemnified Party, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Third Party Claim.

(d) The indemnity provisions contained herein shall be in addition to (i) any cause of action or similar rights of the Indemnified Party against the Indemnifying Party or others, and (ii) any liabilities the Indemnifying Party may be subject to.

ARTICLE X
MISCELLANEOUS

Section 10.1 GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to the principles of conflicts of law. Each of the Company and the Investor hereby submits to the exclusive jurisdiction of the United States federal and state courts located in New York, New York, with respect to any dispute arising under the Transaction Documents or the transactions contemplated thereby.

Section 10.2 JURY TRIAL WAIVER. The Company and the Investor hereby waive a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter arising out of or in connection with the Transaction Documents.

Section 10.3 ASSIGNMENT. The Transaction Documents shall be binding upon and inure to the benefit of the Company and the Investor and their respective successors. Neither this Agreement nor any rights of the Investor or the Company hereunder may be assigned by either party to any other Person.

Section 10.4 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the benefit of the Company and the Investor and their respective successors, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as contemplated by Article IX.

Section 10.5 TERMINATION. Either party may terminate this Agreement at any time in the event of a material breach of the Agreement by the other party, which shall be effected by written notice being sent by the non-breaching party to the breaching party. In addition, this Agreement shall automatically terminate on the earlier of (i) the end of the Commitment Period or (ii) the date that, pursuant to or within the meaning of any Bankruptcy Law, the Company commences a voluntary case or any Person commences a proceeding against the Company, a Custodian is appointed for the Company or for all or substantially all of its property or the Company makes a general assignment for the benefit of its creditors; provided, however, that the provisions of Articles III, IV, V, VI, IX and the agreements and covenants of the Company and the Investor set forth in this Article X shall survive the termination of this Agreement.

Section 10.6 ENTIRE AGREEMENT. The Transaction Documents, together with the exhibits thereto, contain the entire understanding of the Company and the Investor with respect to the matters covered herein and therein and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents and exhibits.

Section 10.7 FEES AND EXPENSES. Except as expressly set forth in the Transaction Documents or any other writing to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay the Document Preparation Fee associated with the Closing of the first Purchase Notice, and any Transfer Agent fees.

Section 10.8 COUNTERPARTS. The Transaction Documents may be executed in multiple counterparts, each of which may be executed by less than all of the parties and shall be deemed to be an original instrument which shall be enforceable against the parties actually executing such counterparts and all of which together shall constitute one and the same instrument. The Transaction Documents may be delivered to the other parties hereto by email of a copy of the Transaction Documents bearing the signature of the parties so delivering this Agreement.

Section 10.9 SEVERABILITY. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that such severability shall be ineffective if it materially changes the economic benefit of this Agreement to any party.

Section 10.10 FURTHER ASSURANCES. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 10.11 NO STRICT CONSTRUCTION. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

Section 10.12 EQUITABLE RELIEF. The Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Investor. The Company therefore agrees that the Investor shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. In addition to being entitled to exercise all rights provided herein or granted by law, both parties will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

Section 10.13 TITLE AND SUBTITLES. The titles and subtitles used in this Agreement are used for the convenience of reference and are not to be considered in construing or interpreting this Agreement.

Section 10.14 AMENDMENTS; WAIVERS. No provision of this Agreement may be amended or waived by the parties from and after the date that is one (1) Business Day immediately preceding the initial filing of the prospectus to the Registration Statement with the SEC. Subject to the immediately preceding sentence, (i) no provision of this Agreement may be amended other than by a written instrument signed by both parties hereto and (ii) no provision of this Agreement may be waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. No failure or delay in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 10.15 PUBLICITY. The Company and the Investor shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and no party shall issue any such press release or otherwise make any such public statement, other than as required by law, without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law, in which such case the disclosing party shall provide the other party with prior notice of such public statement. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Investor without the prior written consent of the Investor, except to the extent required by law. The Investor acknowledges that the Transaction Documents may be deemed to be "material contracts," as that term is defined by Item 601(b)(10) of Regulation S-K, and that the Company may therefore be required to file such documents as exhibits to reports or registration statements filed under the Securities Act or the Exchange Act. The Investor further agrees that the status of such documents and materials as material contracts shall be determined solely by the Company, in consultation with its counsel.

Section 10.16 DISPUTE RESOLUTION.

(a) Submission to Dispute Resolution.

(i) In the case of a dispute relating to the Average Daily Trading Volume, Purchase Notice Limit or VWAP (as the case may be) (including, without limitation, a dispute relating to the determination of any of the foregoing), the Company or the Investor (as the case may be) shall submit the dispute to the other party via facsimile or electronic mail (A) if by the Company, within two (2) Business Days after the occurrence of the circumstances giving rise to such dispute or (B) if by the Investor at any time after the Investor learned of the circumstances giving rise to such dispute. If the Investor and the Company are unable to promptly resolve such dispute relating to such Average Daily Trading Volume, Purchase Notice Limit or VWAP (as the case may be), at any time after the second (2nd) Business Day following such initial notice by the Company or the Investor (as the case may be) of such dispute to the Company or the Investor (as the case may be), then the Company and the Investor may select an independent, reputable investment bank as mutually agreed upon to resolve such dispute.

(ii) The Investor and the Company shall each deliver to such investment bank (A) a copy of the initial dispute submission so delivered in accordance with the first sentence of this Section 10.16 and (B) written documentation supporting its position with respect to such dispute, in each case, no later than 5:00 p.m. (New York time) by the fifth (5th) Business Day immediately following the date on which such investment bank was selected (the "Dispute Submission Deadline") (the documents referred to in the immediately preceding clauses (A) and (B) are collectively referred to herein as the "Required Dispute Documentation") (it being understood and agreed that if either the Investor or the Company fails to so deliver all of the Required Dispute Documentation by the Dispute Submission Deadline, then the party who fails to so submit all of the Required Dispute Documentation shall no longer be entitled to (and hereby waives its right to) deliver or submit any written documentation or other support to such investment bank with respect to such dispute and such investment bank shall resolve such dispute based solely on the Required Dispute Documentation that was delivered to such investment bank prior to the Dispute Submission Deadline). Unless otherwise agreed to in writing by both the Company and the Investor or otherwise requested by such investment bank, neither the Company nor the Investor shall be entitled to deliver or submit any written documentation or other support to such investment bank in connection with such dispute (other than the Required Dispute Documentation).

(iii) The Company and the Investor shall cause such investment bank to determine the resolution of such dispute and notify the Company and the Investor of such resolution no later than ten (10) Business Days immediately following the Dispute Submission Deadline. The fees and expenses of such investment bank shall be borne solely by the party submitting such dispute, and such investment bank's resolution of such dispute shall be final and binding upon all parties absent manifest error.

(b) Miscellaneous. Both the Company and the Investor expressly acknowledge and agree that (i) this Section 10.16 constitutes an agreement to arbitrate between the Company and the Investor (and constitutes an arbitration agreement) only with respect to such dispute in connection with Section 10.16(a)(i) and that both the Company and the Investor are authorized to apply for an order to compel arbitration in order to compel compliance with this Section 10.16, (ii) the terms of this Agreement and each other applicable Transaction Document shall serve as the basis for the selected investment bank's resolution of the applicable dispute, such investment bank shall be entitled (and is hereby expressly authorized) to make all findings, determinations and the like that such investment bank determines are required to be made by such investment bank in connection with its resolution of such dispute and in resolving such dispute such investment bank shall apply such findings, determinations and the like to the terms of this Agreement and any other applicable Transaction Documents, (iii) the Company and the Investor shall have the right to submit any dispute other than described in Section 10.16 (a) to any state or federal court sitting in The City of New York and (iv) nothing in this Section 10.16 shall limit the Company or the Investor from obtaining any injunctive relief or other equitable remedies (including, without limitation, with respect to any matters described in this Section 10.16). The Company and the Investor agree that all dispute resolutions may be conducted in a virtual setting to be mutually agreed by both parties.

Section 10.17 NOTICES. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (a) personally served, (b) delivered by reputable air courier service with charges prepaid next Business Day delivery, or (c) transmitted by hand delivery, or email as a PDF, addressed as set forth below or to such other address as such party shall have specified most recently by written notice given in accordance herewith. Any notice or other communication required or permitted to be given hereunder shall be deemed effective upon hand delivery or delivery by email at the address designated below (if delivered on a Business Day during normal business hours where such notice is to be received), or the first Business Day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received).

The addresses for such communications shall be:

If to the Company:

VIVOPOWER INTERNATIONAL PLC
Email: gary.challinor@vivopower.com

with copies (not constituting notice) to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: Elliott Smith
Email: elliott.smith@whitecase.com

If to the Investor:

WHITE LION CAPITAL LLC
Email: team@whitelioncapital.com

With a copy (not constituting notice) to: Gibson, Dunn & Crutcher, attention: Boris Dolgonos, at bdolgonos@gibsondunn.com

Either party hereto may from time to time change its address or email for notices under this Section 10.17 by giving prior written notice of such changed address to the other party hereto.

Section 10.18. All references in this Agreement to a number of Ordinary Shares or a price per Ordinary Share shall be appropriately adjusted for any share dividend, share split, share combination, recapitalization or other similar transaction effected after the Execution Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the Execution Date.

VIVOPOWER INTERNATIONAL PLC

By: /s/ Kevin Chin
Name: Kevin Chin
Title: Executive Chairman and CEO

White Lion Capital LLC

By: /s/ Sam Yaffa
Name: Sam Yaffa
Title: Managing Director

EXHIBIT A

FORM OF INITIAL PURCHASE NOTICE

TO: WHITE LION CAPITAL LLC

We refer to the Ordinary Share Purchase Agreement, dated as of October 6, 2023, (the "Agreement"), entered into by and between Vivopower International PLC, and White Lion Capital LLC. Capitalized terms defined in the Agreement shall, unless otherwise defined herein, have the same meaning when used herein.

We hereby:

1) Give you notice that we require you to purchase _____ Purchase Notice Shares; and

2) Certify that, as of the date hereof, the conditions set forth in Section 7 of the Agreement are satisfied.

VIVOPOWER INTERNATIONAL PLC

By: _____
Name:
Title:

EXHIBIT B

FORM OF PURCHASE NOTICE

TO: WHITE LION CAPITAL LLC

We refer to the Ordinary Share Purchase Agreement, dated as of October 6, 2023, (the "Agreement"), entered into by and between Vivopower International PLC, and White Lion Capital LLC. Capitalized terms defined in the Agreement shall, unless otherwise defined herein, have the same meaning when used herein.

We hereby:

1) Give you notice that we require you to purchase _____ Purchase Notice Shares; and

2) Certify that, as of the date hereof, the conditions set forth in Section 7 of the Agreement are satisfied.

VIVOPOWER INTERNATIONAL PLC

By: _____
Name:
Title: