

ADDENDUM SHAREHOLDER AGREEMENT referring to 15 March 2018

Between

The Founding Partners

SUN-TIMES S.R.L, Tax Code and number 01231370113 with registered office in Via dei Colli 9, 19121 La Spezia (SP), Italy, holding a stake of a nominal Euro 10600,00 corresponding to approx. 76.52% of the registered capital of the Eattiamo Ltd. Company;

- BUCCHIONI FABIO, born in La Spezia on 02/20/1976, residing in Via dei Colli 2, 19121 La Spezia (SP), Italy, Italian Fiscal Code BCCFBA76B20E463M, holding a stake of a nominal Euro 500,00, corresponding to 3,61% of the registered capital.

And

The other PartnersH-FARM LTD., Italian Fiscal Code and VAT number 03944860265, with registered office in Via Sile 41, 31056 Roncade (TV), Italy, holding a stake of a nominal Euro 1.233,33, corresponding to 8,90% of the registered capital;

- SOSV III LP, with registered office in Princeton, Nassau Street 174, New Jersey 08542 (USA) holding a stake of a nominal Euro 969,71, corresponding to 7,00% of the registered capital;
- FINCERETTO LTD, Italian Fiscal Code and VAT number 02253570044, with registered office in Località San Cassiano 34, 12051, Alba (CN), Italy, holding a stake of a nominal Euro 549,96, corresponding to 3,97% of the registered capital;

(Collectively the "Current Partners")

- Of the one part

And

The Investors:

- LI XUESONG, born in Qidong City, Jiangsu Province, P.R.C on 25/02/1981, residing in Room 402, Building 1, Lane 60, Linping N. Road, Hongkou District, Shanghai City, P.R.C. China, tax number
LIXXNG81B25Z210X

Investor of 4,00% of the registered capital of the Company

- ZHOU QINGYANG, born in Shanghai, China, on 16/09/1987, residing in Room 804. N. 5, Lane 168, Shiquan East Road, Putuo District, Shanghai Province, P.R.C., Tax Code ZHOQGY87P16Z210R, investor of 4,00% of the registered capital of the Company

- Of the other part

(Collectively also called "the Parties" or singularly, "the Party")

GIVEN THAT

PREMISES

The current partners and investors undersigned the Shareholder Agreement ("Annex A") on 15 March 2018.

Section 1 - PREMISES

1.1 The premises and eventual annexes are an integral and substantial part of the present agreement.

Section 2 - SUBJECT

2.1 With the present Addendum ("The Addendum") the partners shall take note that the Shareholders' Agreement ("The Shareholders' Agreement") that was undersigned by the Current Partners ("The Current Partners") on 17.12.2015 exists and is currently still outstanding.

Section 3 – VALIDITY AND INTEGRATION OF THE PREVIOUSLY UNDERSIGNED SHAREHOLDERS' AGREEMENT

3.1 The Parties shall take note that on 15 March 2018 the Shareholder Agreement ("Annex A") was signed.

3.2 The Parties shall take note that the Shareholders' Agreement ("Annex B") signed on 17.12.2015 and in force until 17.12.2020 is still outstanding among the Current Partners;

3.2 The Parties shall take note that on 11.03.2016 the Stock Purchase Agreement ("Annex C") between the Current Partners and FoodX ("SOSV III LP") was undersigned;

3.2 The Parties agree that the Shareholders' Agreement and the Stock Purchase Agreement will remain in force and effect and that the partner from Sun-TIMES Ltd. shall especially comply with Anti Dilution Laws ("Art 7.9 and art 7.10", Shareholders' Agreement") and the Liquidation Preference Laws ("Art 7.8, " Shareholders' Agreement) concerning the H-FARM Ltd and SOSV III LP Partners foreseen by the Shareholders' Agreement undersigned by the Current Partners on 17.12.2015 and the Pro Rata Right contained in Section 7 of that certain Stock Purchase Agreement between SOSV III LP and the Company dated February 2016.

SECTION 4 - DURATION

8.1 The present Addendum shall exhaust its effects on the expiration date of the Shareholders' Agreement as of paragraph 3.

SECTION 5 - INVALIDITY OR PARTIAL INEFFECTIVENESS

12.1 In case any provisions of the present contract is considered void, voidable or ineffective, such defect shall not guarantee the invalidity, voidability or ineffectiveness of the remaining provisions of the former, which will remain fully in force. The provision of the present agreement which shall eventually be deemed void shall be modified in good faith among the Parties, so as to comply with the renewed requirements for validity or with balanced cost criteria, and thus modified it shall be deemed a provision of the present Shareholders' Agreement from the start.

SECTION 6 - COMMUNICATIONS

13.1 Under penalty of ineffectiveness, all communications related to the present agreement shall be sent by registered letter with the acknowledgement of receipt or certified e-mail notified in advance by telefax and/or email to the following addresses and numbers:

(i) If sent to the Founding Partners, to the address in the Companies' Register, if to the company to the headquarters in Via Galileo Galilei 8, 19121 La Spezia or to the certified e-mail address: eattiamo@pec.sun-times.it Tel : +390187770387 +39 0187 770387;

(ii) if sent to H-FARM Ltd, Via Sile 41, 31056 – Roncade, legal@h-farm.com; Tel: +39 0422 789611 +39 0422 789611

(ii) if sent to SOSV III LP, Princeton NJ 08542 in 174 Nassau Street , Ste USA, "mailto: stephen.mccann@sosv.com

(iii) if sent to FINCERETTO Ltd, Località San Cassiano 34, 12051 Alba (Cuneo), finceretto@pec.it;

(ii) if sent to the Investors:

e-mail: zhouqingyang0916@163.com Tel: 0086 134 7276 0001 and lixuesong0225@163.com

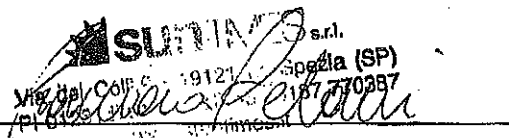
or to the other address, e-mail or telefax number which each Party shall communicate to the others after the undersigning of the present agreement in compliance with the preceding provisions, provided that at the above mentioned addresses, or the various addresses that shall be communicated in the future, the Parties also designate their domicile for all aims related to the present agreement, thereby including any possible notifications over the course or anyway related to judicial contentious proceedings.

SECTION 14 – EXCLUSIVE CHOICE OF COURT

14.1 Shall any dispute arise in relation to the present agreement, including those in relation to its validity, effectiveness, interpretation, execution and resolution shall be subject to the exclusive competence of the Court of La Spezia, expressly excluding eventual other or competing jurisdictions.

Date: 11/04/2018

SUN-TIMES SRL


SUN-TIMES S.r.l.
Spezia (SP)
19121

FABIO BUCCHIONI

H-FARM S.p.A



(iii) if sent to SOSV III LP, Princeton NJ 08542 in 174 Nassau Street , Ste USA, "mailto: stephen.mccann@sosv.com

(iii) if sent to FINCERETTO Ltd, Località San Cassiano 34, 12051 Alba (Cuneo), finceretto@pec.it;

(ii) if sent to the Investors:

e-mail: zhouqingyang0916@163.com Tel: 0086 134 7276 0001 and lixuesong0225@163.com

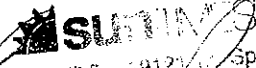
or to the other address, e-mail or telefax number which each Party shall communicate to the others after the undersigning of the present agreement in compliance with the preceding provisions, provided that at the above mentioned addresses, or the various addresses that shall be communicated in the future, the Parties also designate their domicile for all aims related to the present agreement, thereby including any possible notifications over the course or anyway related to judicial contentious proceedings.

SECTION 14 – EXCLUSIVE CHOICE OF COURT

14.1 Shall any dispute arise in relation to the present agreement, including those in relation to its validity, effectiveness, interpretation, execution and resolution shall be subject to the exclusive competence of the Court of La Spezia, expressly excluding eventual other or competing jurisdictions.

Date: 11/04/2018

SUN-TIMES SRL

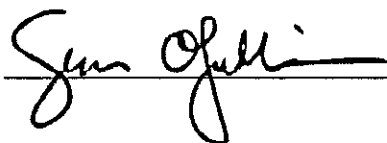
 s.r.l.
Via del Colli S. 19121 La Spezia (SP)
P.I. 0157770387
[Handwritten signature]

FABIO BUCCHIONI

[Handwritten signature]

H-FARM S.p.A

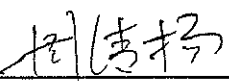
SOSV III LP.



FINCERETTO SRL

LI XUESONG

ZHOU QINGYANG



FINCERETTO SRL

LIXUESONG

李雪松 Li Xuesong

ZHOU QINGYANG

SOSV III LP.

Sam O'Neil

FINCERETTO SRL

✗ Michael Lee

LI XUESONG

ZHOU QINGYANG

周青阳

0 0
FINCERETTO SRL

LI XUESONG

李雪松 Li Xuesong

ZHOU QINGYANG