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## ONEWEB NETWORK ACCESS HOLDINGS LIMITED

### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into on the 1<sup>st</sup> April 2021 (the “Effective Date”), between **OneWeb Network Access Holdings Limited**, a company incorporated and registered in England and Wales with company number 9992956, having its registered address at West Works Building, 195 Wood Lane, London W12 7FQ (“OWNAH” and together with its affiliated entities, the “Company”, sometimes referred to by its trademark and name, “OneWeb”) and **Fondazione Gal Hassin - Centro Internazionale Per Le Scienze Astronomiche Di Isnello**, with offices at Via della Fontana Mitri, 90010 Isnello PA, Italy (“Contractor”) (each of whom is referred to individually as a “Party” and collectively, the “Parties”).

OWNAH and Contractor agree as follows:

1. **Services and Compensation.** Contractor agrees to perform and provide the services (“Services”) set forth in the Statement of Work (“SOW”) annexed as Schedule A. In consideration for Contractor’s performance of the Services, Contractor will be paid the compensation (“Compensation”) set forth in Schedule A in accordance with the provisions of this Agreement and Schedule A. The Contractor shall immediately inform the Company if payment is required in a currency other than GBP Pound sterling by the Contractor and the Company shall, in its absolute discretion, determine if another currency is deemed acceptable in these circumstances.
2. **Term and Termination.** This Agreement, and Contractor’s engagement hereunder, shall commence as of the Effective Date and shall continue through to December 31st 2021, unless earlier terminated as provided under this Agreement (the “Initial Term”). Thereafter, this Agreement may be extended in the sole discretion of the Parties through a writing referencing this Agreement (any additional term(s) referred to herein as the “Subsequent Term”). The Initial Term and any Subsequent Term(s) shall collectively be referred to as the “Term”. Notwithstanding the foregoing, in the event of a material breach by a party, the party not in breach may terminate this Agreement by written notice if the party in breach fails to cure such material breach within ten (10) days after receipt of written notice specifying in reasonable detail the nature of the material breach. Parties may terminate this Agreement, in whole or in part, for its convenience by providing a thirty (30) day prior written notice of its intention to terminate for convenience.
3. **Independent Contractor Status and Responsibilities.**
  - i. **Independent Contractor.** OWNAH and Contractor are independent parties. Nothing contained in this Agreement shall be construed to constitute OWNAH and Contractor as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking or authorise any party to make or enter into any commitments for or on behalf any other party.
  - ii. **Responsibility for Taxes, Wages, Licenses and Benefits.** Contractor agrees that it is solely responsible for, and will pay all costs of, conducting Contractor’s independent business, including by way of example only and not



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limitation: insurance; licenses; permits; assessments; and taxes. Contractor shall be solely liable for the wages, benefits, taxes, and work schedules of any assistants, partners or subcontractors that it may engage.

- iii. **No Access to Benefits Plans/ No Authority to Bind.** Contractor shall not be eligible for, and shall not participate in, any employee health, pension, stock option or other fringe benefit plan, sponsored by the Company. Contractor acknowledges that it has no authority to enter into contracts on behalf of the Company or to otherwise obligate or bind the Company in any respect.
  - iv. **Compliance with Laws.** Contractor shall comply with any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdictions governing Services performed under this Agreement.
4. **Ownership of Work Product.** Contractor covenants and agrees that all right, title and interest in any deliverables and other work product developed in connection with the Services (including all intellectual property rights associated therewith) (the "Work Product") shall be and shall remain the exclusive property of the Company. Contractor agrees to disclose to the Company all such Work Product developed in whole or in part by Contractor during the Term and to assign to the Company any right, title or interest throughout the world Contractor may have in such Work Product. Contractor agrees to execute any instruments and to do all other things reasonably requested by the Company (both during and after the Term) in order to vest in the Company all ownership rights in Work Product hereby assigned by Contractor to the Company.
5. **Non-Disclosure of Confidential Information.** Contractor recognizes and acknowledges that during the course of its engagement with the Company it will have access to certain information not generally known to the public, relating to the Company's business. Contractor agrees that this information is "Company Confidential Information" that belongs to the Company. "Company Confidential Information" includes, without limitation, any information, in any form, that the Company identifies as or considers to be confidential or proprietary, and that is not publicly or generally available relating to the Company's trade secrets; know-how; concepts; methods; research and development; products, technology development plans; marketing plans or strategies, databases; inventions; research data and mechanisms; software (including functional specifications, source code and object code); procedures; engineering; marketing strategies; sales; customers and customer contacts and needs; joint venture partners; suppliers; financial status and strategies; contracts or investors. Contractor agrees to hold the Company Confidential Information in strict confidence, and not disclose or use it at any time except as authorized by the Company and for the Company's benefit. If anyone tries to compel Contractor to disclose any of the Company Confidential Information, by subpoena or otherwise, Contractor will immediately notify the Company so that the Company may take any actions it deems necessary to protect its interests. This agreement to protect the Company Confidential Information applies both while Contractor is engaged by the Company and after the engagement with the Company ends, regardless of the reason it ends. Any materials or documents that have been furnished by the Company to Contractor in connection with this Agreement shall be promptly returned by the Contractor, accompanied by all copies of such documentation, within ten (10) days after the engagement with the Company ends. Any information that the Contractor identifies in writing as confidential or proprietary shall not be disclosed by the Company to any third parties for a period of three years, unless the Company can demonstrate the information

is: a) wholly and independently developed by the Company without the use of information disclosed by Contractor, or b) is or has become generally known to the public from a source having the right to disclose such information, or c) at the time of disclosure to Company, was known to Company free of restriction and evidenced by documentation in the Company's possession, or d) is approved for release by written authorization of the Contractor, or e) is disclosed in response to a valid order of a court or other relevant governmental body or any political subdivision thereof, but only to the extent of and for the purposes of such order.

6. **Employees/Subcontracting.** Contractor shall obtain OWSAH's prior written consent if Contractor intends to retain any employee or subcontractor to provide Services under this Agreement. All services or work performed by employees or subcontractors shall be deemed to be services or work performed by Contractor. Contractor shall be fully responsible to OWSAH for the conduct, performance, acts and omissions, of all employees and subcontractors providing Services.
7. **Other Business Activities.** Contractor may be engaged or employed in any other business, trade, profession or other activity which does not create a conflict of interest with OWSAH; provided, that, during the times specified below, Contractor agrees that it shall not carry on or be employed, engaged or interested in any business activity that involves the provision of direct or indirect consulting or professional services to any other satellite telecommunications companies which would be in competition with any part of OneWeb's business, including any developments in the business after the date of this Agreement, without OWSAH's prior written consent. The times during which the restrictions apply are any time during the term of this Agreement.
8. **Representations and Warranties.**
- i. Contractor represents and warrants it has duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation and it is not bound by any agreements with third parties that would prevent the lawful performance of Services.
  - ii. Contractor represents and warrants it has the fully right, power and authority to enter into this Agreement and to perform its obligations hereunder.
  - iii. Contractor covenants it will perform the Services in a professional and diligent manner, utilizing reasonable care and skill in accordance and consistent with highest industry standards.
  - iv. OWSAH represents that it has the authority to enter in this Agreement and that it is not bound by any agreements with third parties that would prevent it from entering into this Agreement with Contractor.
9. **Notices.** All notices under this Agreement shall be in writing and shall be considered effective if delivered or sent by personal delivery, courier, facsimile, overnight mail or both certified and regular mail to the following addresses, or such other address as a party may specify by the giving of notice to the other:

OneWeb Network Access Holdings Limited  
West Works

Fondazione Gal Hassin - Centro Internazionale Per Le  
Scienze



195 Wood Lane  
London W12 7FQ

Attn: General Counsel  
Email: [generalcounsel@oneweb.net](mailto:generalcounsel@oneweb.net)

Via della Fontana Mitri  
90010 Isnello PA, Italy

Attn: Dr. Giuseppe Mogavero  
Email: [presidente.galhassin@gmail.com](mailto:presidente.galhassin@gmail.com)

- 10. No Waiver.** Any delay or failure of either Party to insist upon or enforce strict performance of any provision in this Agreement shall not be construed as a waiver of its right to insist upon or enforce such provision in the future or any other provision in this Agreement.
- 11. Controlling Law/Venue.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of it or in connection with it or its subject or formation shall be construed and interpreted in accordance with, and its performance governed by, the law of England and Wales. Company and Counterparty agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 12. Taxes.** Contractor may charge and OWNAH may pay applicable taxes or value added taxes (VAT/GST or the equivalent) that Contractor is legally obligated to charge ("Taxes"), provided that (i) such Taxes are properly stated on the original invoice that Contractor provides to OWNAH to the satisfaction of OWNAH in its sole discretion; and (ii) Contractor's invoice states such Taxes separately and the invoice meets the appropriate tax requirements for a valid tax invoice in the sole opinion of OWNAH.
- i. Exemption Certificate. OWNAH may provide Contractor an exemption certificate acceptable to the relevant taxing authority, in which case, Contractor agrees it shall not collect the Taxes covered by such certificate.
- ii. Reverse Charge Mechanism.
- a. Contractor will not apply local VAT to invoices raised to OWNAH.
  - b. Contractor's invoices will include a statement that the supply is subject to the reverse charge (or equivalent wording) and include OWNAH's VAT registration number with the relevant two letter country prefix code.
  - c. In cases where local VAT must legally be applied, Contractor must contact OWNAH prior to invoicing to confirm why local VAT must be charged and agree to work with OWNAH in order to find an alternative solution acceptable to OWNAH.
- iii. Export of Goods/Services. When Company is procuring either goods or services from Contractor that qualify as an export of Goods/Services under local country VAT/GST laws, Contractor will not charge VAT/GST to such Goods/Services. If there are any questions as to how local country rules would apply in this instance, Contractor agrees to raise those issues prior to invoicing Company.

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- iv. **Other Taxes.** Contractor will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement and in no event shall OWSAH pay or be responsible for any taxes imposed on, or with respect to, Contractor's income, revenues, gross receipts, personnel or real or personal property or other asset. OWSAH shall maintain the right to deduct or withhold any taxes that OWSAH determines it is legally obligated to withhold from any amounts payable to Contractor under this Agreement, and payment to Contractor, as reduced by such deductions or withholdings, will constitute full payment and settlement to Contractor of such amounts. Throughout the term of this Agreement, Contractor will provide OWSAH with any forms, documents, or certifications as may be required for OWSAH to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.
13. **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable to the maximum extent permitted by law. The Agreement shall not be construed against OWSAH or Contractor by reason of the drafting or preparation hereof.
14. **Personal Data.** We will collect and process information relating to you in accordance with the OneWeb employee privacy notice.
- Contractor shall comply with the OneWeb data protection policy when handling personal data in the course of the engagement including personal data relating to any of the Company's employees, workers, contractors, customers, clients, suppliers or agents. Contractor will also comply with OneWeb's IT and security policies.
  - Failure to comply with the OneWeb data protection policy or any of the policies listed above in Clause 14.1 may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to a material breach of this Agreement.
15. **Entire Agreement/Order of Priority.** This Agreement is the final and complete expression of the Parties' agreement on these subjects, replaces and supersedes all prior oral or written agreements on these subjects, and may be amended only in writing signed by both Parties. This provisions of this Agreement will govern all Services provided during the Term. In the event of a conflict between this Agreement and any SOW, the order of priority for interpretation shall be: (1) this Agreement and (2) the SOW.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on each Party, notwithstanding that each Party is not a signatory to the same counterpart.
17. **Third Party Rights.** Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
18. **Assignment.** This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, except in connection with a merger, acquisition, reorganization or sale of substantially all of its assets or equity; provided that following any such transaction, this Agreement shall continue to bind all persons and entities who had, have or will have access to other party's Proprietary Information. The terms and conditions of this



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Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

- 19. Publicity and News Release.** Contractor shall not issue or make, or permit to be issued or made, any publicity, advertising, press release, public statement or announcement or public communication of any kind, or any denial or confirmation of the foregoing, in whatever form, regarding this Agreement, or any aspect or terms thereof, or the relationship between Contractor and OWSAH without OWSAH's prior written approval. Contractor shall not use the name OWSAH, or its affiliated trademarks and trade names such as OneWeb or any of its affiliates, including but not limited to parent companies, in any manner in or in connection with any publicity, advertising, press release, public statement or announcement, public communication or similar activities without the prior written consent of OWSAH.
- 20. No Corruption.** Contractor represents, warrants and covenants that it is fully aware of and will comply with, and in the performance of its obligations to OneWeb will not take any action or omit to take any action that would cause either Party to be in violation of, (i) U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, or (ii) any other applicable anti-corruption laws, or (iii) any regulations promulgated under any such laws. Contractor represents, warrants and covenants that neither it nor any of the Contractor's Personnel is an official or employee of any government (or any department, agency or instrumentality of any government), political party, state owned enterprise or a public international organization such as the United Nations, or a representative or any such person (each, an "Official"). Contractor further represents, warrants and covenants that, to its knowledge, neither it nor any of the Contractor personnel has offered, promised, made or authorized to be made, or provided any contribution, thing of value or gift, or any other type of payment to, or for the private use of, directly or indirectly, any Official for the purpose of influencing or inducing any act or decision of the Official to secure an improper advantage in connection with, or in any way relating to, (i) any government authorization or approval involving One Web, or (ii) the obtaining or retention of business by OneWeb. Contractor further represents, warrants and covenants that it will not in the future offer, promise, make or otherwise allow to be made or provide any such payment and that it will take all lawful and necessary actions to ensure that no such payment is promised, made or provided in the future by any of the Contractor personnel. Contractor may be required to attend OneWeb Anti-Corruption training. For the avoidance of doubt any violation of this Section shall be deemed to be a material breach of this Agreement.
- 21. Export Control.** Contractor represents and warrants that they will comply with all applicable export and import laws and regulations including but not limited to the U.S. Arms Export Control Act, as amended (22 U.S.C. §§ 2751-2799), the International Traffic in Arms Regulations, as amended (22 C.F.R. Part 120 *et seq.*), and the Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations, as amended (15 C.F.R. § 730 *et seq.*). Contractor shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance obtained from the other Party to any foreign person or entity, whether within the U.S., or abroad, without obtaining, in advance, (a) appropriate government export or re-export authorization, and (b) written approval from the other Party.



**22. Limitation of Liability.** Neither party shall be liable under this Agreement for any indirect, incidental, special or consequential damages.

**23. Indemnification.** Party shall indemnify, defend, and hold the other Party, its affiliates, and their respective directors, officers, employees, representatives and agents, and their successors and assigns, harmless from and against any and all losses, claims, demands, suits, whether actual or threatened, and all related liabilities, expenses, and damages whether direct or indirect (including reasonable attorneys’ fees and expenses associated with establishing the right to indemnification hereunder) which arise out of, in connection with, or result from any claim, action or other proceeding related to this Agreement or the Services (or performance thereof), based on (a) loss, disappearance, or damage to property of any person caused by the other Party or anyone acting on behalf of the other Party; (b) the other Party’s breach of any representation, warranty, covenant or obligation contained in this Agreement, including, but not limited to, claims arising from any actual or alleged infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party, or (c) the gross negligence, willful misconduct or fraud of the other Party that is causally related to the loss or injury asserted by the Party.

The Parties have signed this Agreement as of the date of last signature below and shall be deemed effective as of the Effective Date.


**OneWeb Network Access Holdings Limited**

**Fondazione Gal Hassin - Centro Internazionale  
Per Le Scienze Astronomiche Di Isello**

By:  2E4B28299E1B44A

Name: Maurizio Vanotti

Date: 4/19/2021

By:  1AC87923263342A

Name: Dr. Giuseppe Mogavero

Date: 4/19/2021



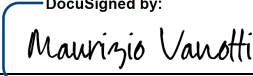
## SCHEDULE A STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into between **OneWeb Network Access Holdings Limited** (“OWNAH” or “Company”) and **Fondazione Gal Hassin - Centro Internazionale Per Le Scienze Astronomiche Di Isello** (“Contractor”). Reference is made to the Professional Services Agreement between Company and Contractor dated 1<sup>st</sup> April 2021 (“the Agreement”), which this SOW is subject to and made a part of. Capitalized terms not defined in this SOW shall have the meaning assigned to them in the Agreement.


- 1. Scope of Services.** During the Term, Contractor will provide the specific Services defined in Annex A-1. Company shall not be responsible for providing any software, materials or any other items in support of Contractor’s provision of the Services.
- 2. Compensation.** In exchange for Contractor’s Services as defined in Section 1 above, Company shall pay Contractor EUR 50,880.00 The total amount project cost under this SOW shall not exceed EUR 50,880.00 without the written approval of Company which it may provide or not provide in its sole discretion. Contractor shall invoice on a monthly basis for time incurred during the previous month. Invoices shall be sent to [invoices@oneweb.net](mailto:invoices@oneweb.net) and payable Net 30 days upon receipt of invoice. All invoices shall include descriptions of Services completed through the date of the applicable invoice and the relevant Agiloft ID number<sup>1</sup>. All payments shall be made in GBP Pound Sterling, unless another currency is specified on the invoice. Compensation shall be subject to delivery by Contractor and acceptance by Company of the Deliverables specified in Annex A-1.
- 3. Expenses.** No expenses, beyond pre-authorized travel and relevant expense, are authorized. In the event that Contractor seeks reimbursement of expenses beyond the Compensation payable under Section 2, it shall obtain the prior written authorization of Company prior to incurring any such expenses and any such pre-approved authorized expenses shall be reimbursed to Contractor according to Company policies and procedures.

IN WITNESS HEREOF, each of the parties have caused this SOW to be executed by an authorized representative as of the date of last signature below and shall be deemed effective as of the date of the Agreement:

### OneWeb Network Access Holdings Limited

By:   
DocuSigned by:  
2E4B28299F1B44A...  
 Name: Maurizio Vanotti  
 Date: 4/19/2021

### Fondazione Gal Hassin - Centro Internazionale Per Le Scienze Astronomiche Di Isello

By:   
DocuSigned by:  
1AC87923263342A...  
 Name: Dr. Giuseppe Mogavero  
 Date: 4/19/2021

<sup>1</sup> *Agiloft number: #10741*



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## ANNEX A-1

The Services to be performed by the Contractor are as follows:

- Observation campaign at 1,200 km - SPRING EQUINOX
  - o Optical Band
  - o r' filter
- Observation campaign at 1,200 km – SUMMER SOLSTICE
  - o Optical Band
  - o r' filter

The objective is to characterize the satellite brightness in the following conditions:

- Characterization of satellites, alt.: < 30°
- Characterization of satellites, alt.: 30°-50°
- Characterization of satellites, alt.: 50°-70°
- Characterization of satellites, alt.: > 70°

Each observation campaign will include as minimum the following tasks:

- Obs. Planning
- Laboratory Data Analysis
- Final Analysis & Report