

**SECOND AMENDMENT TO SERVICE AGREEMENT
BETWEEN
SMARTMATIC INTERNATIONAL HOLDING B.V.
AND
JAS – JET AIR SERVICES S.P.A.**

This Second Amendment to Service Agreement - hereinafter the "Amendment" - is effective as per 1 June 2017 (the "Effective Date") and is by and between **Smartmatic International Holding B.V.**, a private company with limited liability, incorporated, organized and existing under the laws of The Netherlands, having its principal place of business at Gustav Mahlerplein 25C, 1082 MS Amsterdam, The Netherlands, (hereinafter the "COMPANY"), and **JAS – Jet Air Services S.p.A.**, a company with limited liability, organized and existing under the laws of Italy, having its registered address at Via Raffaello Sanzio, 6/8, 20090, Segrate (MI), Italy (hereinafter "JAS" and together with The Company referred to as the "Parties" and each individually a "Party").

WHEREAS:

- a. Parties entered into a service agreement, with an effective date of 1 September 2015 (the "Service Agreement"), which Service Agreement was amended by a first amendment effective as of 1 September 2016 (the "First Amendment"), through which First Amendment the term of the Service Agreement was extended until 31 May 2017;
- b. Parties agreed to extend the term of the Service Agreement, as per the effective date of this Amendment;
- c. the Company is in the process of opening a branch in Italy (the "Branch") and wishes to assign all of its obligations under the Service Agreement and its amendments, including this Second Amendment to the Branch, upon its opening,

it is therefore agreed as follows:

CLAUSE 1
EXTENSION OF THE TERM

The Parties agree to extend the validity of the Service Agreement with an additional 12 months, until 31 May 2018. Any additional extension of the Agreement shall require a written agreement signed by both Parties.

CLAUSE 2
ENTIRE AGREEMENT

The Parties agree that except for the clarifications contained herein, the Service Agreement and its clauses shall remain in full force and effect.



CLAUSE 3
ASSIGNMENT

Parties agree that upon the registration of the Branch, all rights and obligations of the Company under the Service Agreement, including all its amendments, will be assigned to the Branch. By signing this Service Agreement, Service Provider explicitly agrees and accepts such assignment and commits to sign any and all documentation needed, if any, to effectuate such assignment effectively under the laws of Italy. The Company shall inform the Service Provider once the Branch has been registered and provide the Service Provider with the new contact details, including the details for invoicing.

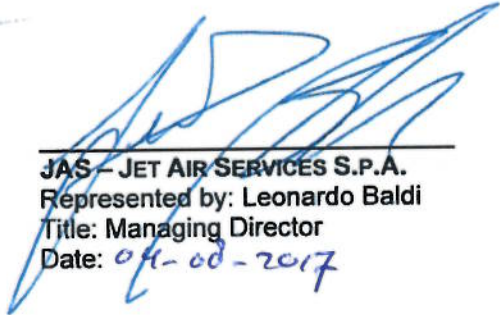
CLAUSE 4
ANNEX 3

Parties agree to amend and clarify Annex 3 of the agreement, in particular the price setting for the transport of the voting machines, as per the enclosed revised pricing schedule, dated 31 July 2017.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as per 1 June 2017.



SMARTMATIC INTERNATIONAL HOLDING B.V.
Represented by: Frans Gunnink
Title: Managing Director
Date: 04-08-2017



JAS - JET AIR SERVICES S.P.A.
Represented by: Leonardo Baldi
Title: Managing Director
Date: 04-08-2017