

SHARE PURCHASE AND SALE AGREEMENT

Willemstad, Curacao

This Share Purchase and Sale Agreement (hereinafter referred to as the “**Agreement**”) is entered into on the 22nd day of March, 2024

BY AND BETWEEN:

Jakkrit Klinsmith, a citizen of Thailand, residing at 22/55 Manthana Village Liap Khlong Thawi Watthana road, Salaya Phutthamonthon, Nakhon Pathom 73170, Thailand;

and

Saroch Hengpaisan, a citizen of Thailand residing at 1239/206 Miracle Plus 1 Village, Soi Pechkasem Rd., Laksong, Bangkae 10160, Bangkok, Thailand;

and

Chawin Tonvongval, a citizen of Thailand, residing at 29/31 The Place by Alich Phutthabucha 36, Bang Mot, Thung Khru, Bangkok 10140, Thailand;

(hereinafter to be referred to as “**THE SELLERSS**”),

AND

Oleksandr Koblia, a citizen of Ukraine, acting on his own behalf and in his own interest, residing at: 18 Chervonotkatska, flat 78, Kyiv District, Kyiv, 02094, Ukraine (hereinafter referred to as “**the Purchaser**”).

The Sellers and the Purchaser are hereinafter collectively referred to as “**the Parties**” and each individually as “**the Party**”.

WHEREAS:

A. The Company **CAISHXN HOLDING B.V.** is a legal entity incorporated and existing under of the laws of Curacao under the registration number 162826 and having its registered office located at: Abraham de Veerstraat 9, Curacao (hereinafter referred to as the “**Company**”);

B. The Sellers own 500 (five hundred) ordinary shares with nominal value of 10 (ten) USD each issued in its name in the Company;

- C. The Sellers wish and have agreed to sell to the Purchaser under the terms of this Agreement 100 (one hundred) ordinary shares of the Company, which constitute 100% of the issued share capital of the Company (hereinafter referred to as the “**Shares**”), free of all and any charges or liens or any other encumbrances (known or not), and together with all current and future benefits, rights, privileges or benefits assigned to them;
- D. The Purchaser wishes and agrees to purchase the Shares from the Sellers under the terms of the present Agreement.

NOW THEREFORE in consideration of the foregoing and the mutual warranties and covenants set forth in this Agreement,

THE PARTIES HEREBY AGREE as follows:

Clause 1 – Definitions

- 1.1. When used in this Agreement (including the preambles and attachments if any) and if in the context of this Agreement otherwise is not required the following terms shall have the meanings given below.
- 1.2. “**Agreement**” means the present Share Purchase and Sale Agreement, including all preambles, attachments, schedules and amendments hereto (if any) which constitute an integral part of this Agreement and are deemed incorporated in the body of the Agreement, as the same may hereafter be amended, modified or supplemented from time to time;
- 1.3. “**Business Day**” means a day (not being a Saturday or Sunday or a national holiday) on which banks are generally open for business in Curacao;
- 1.4. “**Purchase Price**” means the price payable under this Agreement for the purchase of the Shares under the terms and conditions of this Agreement, as set out in Clause 5 herein;
- 1.5. “**Liens**” means all liens, security interests, options, rights of first refusal, easements, personal property or irregularities in title thereto or a Agreement to create any of the foregoing;
- 1.6. “**Completion**” means completion of the sale and purchase transaction of the Shares under this Agreement following satisfaction of all the Conditions Precedent set out in clause 7 of this Agreement.

Clause 2 – Rules of Construction

The terms defined in this Agreement shall include the plural as well as the singular form of such defined terms, and the use of any gender herein shall be deemed to include the other gender.

Clause 3 – Sale and Purchase of Shares

In accordance with the provisions of this Contact and relying on the mutual promises, representations and warranties, the Sellers shall sell the Shares to the Purchaser and the Purchaser shall purchase the Shares and each right attaching to such Shares, free from any encumbrances.

Clause 4 – Effective Date

The Effective Date of this Agreement shall be the date of signing of this Agreement, specified above in the beginning of the document.

Clause 5 – Purchase Price

The purchase price of the Shares shall be 70 000 (seventy thousands) USD, which the Sellers hereby acknowledges as sufficient and fair consideration. The Consideration shall be paid by either by bank transfer or by crypto transfer to the Sellers' designated wallet within 30 (thirty) business days after execution of this Agreement.

Clause 6 – Accounts and Transfer of Share

- 6.1. The Purchaser is obliged to pay the full Purchase Price within **30 (thirty) business days** after the signing of this Agreement.
- 6.2. If the Purchase Price is not transferred in cash, the Sellers has the right to terminate this Agreement in accordance with clause 8 thereof.
- 6.3. In order to complete the transfer of Shares the Sellers shall deliver to the Purchaser the following documents:
 - Cancelled Share Certificate that initially was issued to the name of the Sellers;
 - New Share Certificate duly issued to the name of the Purchaser;
 - Updated Register of Shareholders of the Company stipulating that the Purchaser is the only shareholder of the Company holding 100% of the Shares.

Clause 7 – Conditions Precedent

- 7.1. The obligations of the Parties hereto to close the sale and transfer of the Shares are subject to the fulfillment to the satisfaction of the Purchaser of the following conditions or the waiver thereof in writing by the Purchaser in its sole discretion:

- Any necessary governmental, administrative and other consents have been received.
- The Purchaser has received the documents required to be delivered to it by the Sellers under Clause 6.3.

7.2. The obligations of the Parties hereto to close the purchase of the Shares are subject to the fulfillment to the satisfaction of the Sellers of the following conditions or the waiver thereof in writing by the Sellers at its discretion:

- The Sellers has received the Purchase Price from the Purchaser according to Clause 5 and Clause 6 of this Agreement.

7.2. The Parties undertake to use their best endeavors to obtain and/or procure satisfaction of the Conditions Precedent as set out herein.

Clause 8 – Rescission

Termination of this Agreement is possible based on the written agreement of the Parties or on the basis of a decision of a relevant court of Curacao.

Clause 9 – Representations and Warranties of the Sellers

- 9.1. The Sellers hereby warrants and represent to the Purchaser in the terms set out in this Clause below as of the date of this Agreement and as of the date of the transfer of Shares.
- 9.2. The Sellers acknowledge that the Purchaser is entering into this Agreement in express reliance on the warranties and representations given by the Sellers.
- 9.3. The Company is a corporate entity duly incorporated and organized under the laws of Curacao.
- 9.4. The Company is validly existing and is in good standing.
- 9.5. The Shares are free of any and all charges, liens and other encumbrances, obligations, liabilities, and / or otherwise.
- 9.6. The Sellers are duly authorized to sell and transfer the Shares to the Purchaser, and to obtain proper proof of ownership of the Shares, and have all the rights and powers, and have taken all necessary actions to execute this Agreement, and to implement fully the obligations of the Sellers under this Agreement.
- 9.7. The Sellers are not members of any existing, incomplete or impending litigation, which aims to ban or restrict the Sellers to sell or transfer the Shares.

- 9.8. The execution and delivery of this Agreement does not and will not cause the Sellers to be in breach of any of the terms and provisions of any other Agreements or arrangements or order and injunction of any court.
- 9.9. There are no initiated procedures against the Company under liquidation, whether voluntarily or otherwise.
- 9.10. Neither the Directors, nor the shareholders of the Company shall adopt resolutions of liquidation of the Company and the Sellers are not aware of any facts that could lead to the liquidation or dissolution of the Company.
- 9.11. The Sellers are not aware of any material facts or contingencies which would reasonably be expected to have an adverse effect upon the conditions (financial or otherwise), assets, business, operations or prospects of the Company.
- 9.12. The execution and delivery of this Agreement does not and will not relieve any person to terminate any responsibilities hereunder or other obligation of the Company.
- 9.13. Corporate records of the Company, as required, shall be kept by the Company under the laws of Curacao and the applicable regulatory requirements, they should be accurate, complete and updated in all material respects; the journal reports of the Company shall be valid in all respects and contain all records – required by applicable law – concerning all treatments, concerts, activities and meetings of the shareholders and the Board of Directors of the Company.
- 9.14. The information furnished to the Purchaser by the Sellers in connection to this Agreement and the transaction contemplated herein does not contain any untrue statement and does not omit to state any material fact, and are not false or misleading.
- 9.15. The Company does not have any liabilities which have not been disclosed to the Purchaser.
- 9.16. The Sellers shall indemnify the Purchaser in respect of any loss, liability, claim or expense incurred by reason of the warranties given to the Purchaser in pursuant of this Agreement being, untrue, incorrect or misleading.

Clause 10 – Representations and Warranties of the Purchaser

- 10.1. The Purchaser hereby warrants and represents to the Sellers in the terms set out in this Clause below as of the date of this Agreement and as of the date of the transfer of Shares.
- 10.2. The Purchaser acknowledges that the Sellers is entering into this Agreement in express reliance on the warranties and representations given by the Purchaser.

- 10.3. The Purchaser is duly authorized to purchase and pay the purchase price to the Sellers, and has all the rights and powers, and has taken all necessary actions to execute this Agreement, and to implement fully the obligations of the Purchaser under this Agreement.
- 10.4. The Purchaser is not a member of any existing, incomplete or impending litigation, which aims to ban or restrict the Purchaser to purchase the Shares.
- 10.5. The Purchaser shall indemnify the Sellers in respect of any loss, liability, claim or expense incurred by reason of the warranties given to the Sellers in pursuant of this Agreement being, untrue, incorrect or misleading.

Clause 11- Arbitration

- 11.1. The Parties hereto agree to undertake all reasonable efforts to settle all disputes and differences which may arise from this Agreement/or in connection with it by negotiations.
- 11.2. All disputes and differences which cannot be settled that way are to be referred to relevant court of Curacao.
- 11.3. The language to be used in the arbitral proceedings shall be English.

Clause 12 – General Provisions

- 12.1. Notices – all notices and/or other communications hereunder by a Party hereto shall be written in English and (a) delivered in person or (b) transmitted by facsimile or (c) mailed postage pre-paid, to the addresses of the Sellers and of the Purchaser respectively as these are set out in the Preamble of this Agreement or to such other address as the Parties or any one of them shall specify by notice in writing to the other Party.
- 12.2. Headings and References – the descriptive headings of the Clauses of this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement; all references in this Agreement to a Clause or a Schedule (if any), refer to the corresponding Clause of or Schedule to this Agreement unless otherwise indicated to the contrary.
- 12.3. Entire Agreement – this Agreement is a single Agreement between the Parties involved in relation to the subject matter hereof and there are no restrictions on the subject of this Agreement other than those just listed or referenced in this document.
- 12.4. Severability – the invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or

enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision in any other jurisdiction, it being intended that all rights and obligations of the Parties hereto shall be enforceable to the fullest extent permitted by the Law.

12.5. Governing Law – the construction, validity and performance of this Agreement shall be governed by the laws of Curacao.

12.6. Successors and Assigns – the provisions of this Agreement shall be binding upon and accrue to the benefit of the Parties and their respective successors and assigns; none of the two Parties may assign its rights or obligations hereunder in whole or in part without the prior written consent of the other Party.

12.7. Amendments and Waivers – the present Agreement may not be amended, modified or supplemented and no waivers of or consents to or departures from the provisions hereof may be given unless consented to in writing by the Parties hereto.

12.8. All terms of essence – all terms and conditions of the present Agreement are essential.

12.9. Number of copies – the present Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Clause 13 – Legal Addresses of the Parties

The Sellers:

Jakkrit Klinsmith

Address: 22/55 Manthana Village Liap Khlong Thawi Watthana road, Salaya Phutthamonthon, Nakhon Pathom 73170, Thailand

Saroeh Hengpaisan,

Address: 1239/206 Miracle Plus 1 Village, Soi Pechkasem Rd., Laksong, Bangkae 10160, Bangkok, Thailand

Chawin Tonvongval

Address: 29/31 The Place by Alichia Phutthabucha 36, Bang Mot, Thung Khru, Bangkok 10140, Thailand

The Purchaser:

Oleksandr Koblia

Address: 18 Chervonotkatska, flat 78, Kyiv District, Kyiv, 02094, Ukraine

IN WITNESS WHEREOF this Agreement was accordingly signed by the Parties at the date stated at the beginning of the document.

SIGNATURES OF THE PARTIES

FOR THE SELLERS:

Jakkrit Klinsmith



Saroach Hengpaisan



Chawin Tonvongval



FOR THE PURCHASER:

Oleksandr Koblia

