

Share Sale and Transfer Deed

The undersigned:

1. **Green Jade B.V.**, a private limited liability company duly organized under the laws of Curaçao, having its registered address at Scharlooweg 39 , Willemstad, Curaçao registered at the Curaçao Chamber of Commerce with number 151272, represented by its managing director, Ms. Nathaniëla M.V.M. Kwidama hereinafter referred to as: **'Seller'**;

and
2. **Mr.Tengiz Koranashvili**, residing at 0131 Didi Digomi 3m/d.071 0 49 , born on January 19, 1985 in Tkibuli , bearer of passport with no. 15BB67661 with Georgian nationality: **'Buyer'**;

and
3. **Latiform B.V.** a Private limited liability company duly organized under the laws of Curaçao, having its registered address at Scharlooweg 39 , Willemstad, Curaçao, registered at the Curaçao Chamber of Commerce with number 160604, represented by its managing director, Allyant Group B.V., hereinafter referred to as: **'the Company'**.

Undersigned under 1, 2 & 3 hereinafter jointly referred to as: **'Parties'** and individually as **'Party'**.

Whereas:

- a. Seller holds 100 Shares A (numbered 1u/i 100) with a par value of one Euro(€ 1.00) each , in the capital of the Company , hereinafter referred to as: **'the Shares'**;
- b. Seller wishes to sell the Shares A to Buyer;
- c. Parties wish to lay down their arrangements concerning the sale and transfer of the Shares in the following.

Have agreed as follows:

Article 1. *Sale and transfer*

As per April 26, 2022, Seller sells and transfers the Shares to Buyer, who has purchased and accepted the Shares from Seller. The Company co-signs this deed and acknowledges the transfer of the Shares by Seller to Buyer.

Article 2. Purchase Price

The purchase price for the Shares A amounts to EUR 100 (in words: one hundred Euros) and Seller herewith confirms receipt thereof from Buyer in cash.

Article 3. Guarantees

1. Seller warrants that the shares are paid up free and clear of any liens or charges;
2. Seller warrants that he is free to sell the shares to Buyer.

Article 4. Amendments and supplements

This agreement can solely be amended or supplemented by means of a document signed by all Parties which document will be attached to this agreement.

Article 5. Partial invalidity, continuing obligations

1. If one or more articles of this agreement were to be null and void or non-binding in another way, this does not affect the validity of the other articles of this agreement, unless the non-binding provisions regards the essence of the agreement and the other provisions not being affected raise such objections with one of the Parties that reasonableness and fairness order the other articles to be non-binding as well; In both cases Parties will then in mutual consultation and in the spirit of this agreement amend this agreement to the extent necessary, in the sense that the non-binding articles will be replaced by articles that will differ as little as possible from the related non-binding articles;
2. Obligations that by their nature are destined to also continue after termination continue to exist after termination of this agreement.

Article 6. Remedies

1. Failure to execute, or a delay in the execution, of a right or remedy arising from the underlying agreement or the law, will not impair the execution of this right or remedy or another right and/or remedy in any way whatsoever;
2. Partial execution of a right, or remedy arising from this agreement or the law, as yet does not obstruct fully executing this right or remedy, or of the execution of another right or remedy;
3. The rights and remedies arising from the underlying agreement are complementary and do not exclude any rights or remedies arising from the law.

Article 7. Applicable law, regulation on disputes

1. The laws of Curaçao govern this agreement;
2. A dispute arises if one of the Parties informs the other party of such in writing;
3. Any disputes arising under this agreement that Parties cannot settle out of Court, are settled in first instance before the competent court of Curaçao.

T. K. 

Article 8. Miscellaneous

1. Parties renounce any right they may have to demand the dissolution or cancellation;
2. The preamble is an integral part of this agreement.

Thus agreed and signed in three copies on April 27, 2022.

Seller

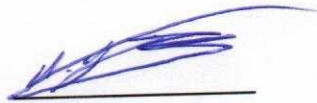
Buyer



Green Jade B.V.

By: Ms. Nathaniela M.V.M Kwidama

Title: Managing Director



Mr. Tengiz Koranashvili,

**Acknowledgement by
the Company**



Latiform B.V.

By: Allyant Group

Title: Managing Director