

SOFTWARE SALE/PURCHASE AGREEMENT

This Software Sale/Purchase Agreement (hereinafter referred to as the "Agreement") is made and entered into on this 26th day of July 2024 ("Effective Date") by and between:

PARTIES:

Wanning Tech Limited, a company duly registered and existing under the laws of Cyprus, bearing company registration number HE 461353, having its registered office at Saixpir 12, Minda Despoina Court, Flat/Office 302, 6027 Larnaca, Cyprus, represented by its Director Mr. Oleksandr Budishevskyy (hereinafter referred to as the "Developer" or "Seller").

and

True Digital Kft., a company duly registered and existing under the laws of Hungary, bearing company registration number 01-08-418195, having its registered office at Bem József utca 9, Fsz. Door 10, 1027 Budapest, Hungary, represented by its Director Mr. Ivan Tassi (hereinafter referred to as the "Purchaser").

Collectively referred to as the "Parties" and individually as a "Party".

RECITALS:

WHEREAS, Developer is engaged in the business of developing software and possesses the necessary skills, resources, and expertise to develop a Customer Relationship Management ("CRM") platform;

WHEREAS, Purchaser desires to acquire the CRM platform developed by the Developer;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. DEFINITIONS:

1.1. "Agreement" refers to this Software Sale/Purchase Agreement, including all Annexes and any amendments hereto.

1.2. "CRM Platform" refers to the software developed by Developer specifically described in Annex 1 of this Agreement.

1.3. "Specifications" refers to the detailed technical and functional specifications of the CRM Platform as outlined in Annex 1.

1.4. "Acceptance" means Purchaser's written confirmation that the CRM Platform meets the Specifications.

1.5. "Confidential Information" means any information disclosed by one Party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is designated as "Confidential," "Proprietary," or with a similar legend.

1.6. "Deliverables" means the items to be delivered by Developer to Purchaser, including but not limited to the CRM Platform and all necessary documentation as specified in Annex 2.

1

I CERTIFY THAT I HAVE SEEN AND COMPARED
THE ORIGINAL DOCUMENT AND CONFIRM THIS IS A
COMPLETE AND ACCURATE COPY OF THE ORIGINAL
NAME: Katerina Rossou
DATE: 15/05/2025
SIGNATURE: [Signature]

KATERINA ROSSOU
LAWYER
License Number: 6327

[Signature]

1.7. **"Documentation"** refers to all user manuals, technical documentation, installation guides, and any other materials related to the CRM Platform provided by Developer.

1.8. **"Effective Date"** refers to the date on which this Agreement is signed by both Parties and becomes effective.

1.9. **"Intellectual Property Rights"** includes all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in the CRM Platform.

1.10. **"Party" or "Parties"** refers to Developer and Purchaser individually and collectively.

1.11. **"Purchase Price"** means the total amount to be paid by Purchaser to Developer for the CRM Platform as specified in Section 3.

1.12. **"Third-Party Software"** refers to any software libraries or tools developed by third parties that are included in or required for the operation of the CRM Platform.

1.13. **"Training and Support"** refers to the initial training sessions and ongoing support services to be provided by Developer to Purchaser's staff as described in Annex 2.

1.14. **"Delivery Date"** refers to the date by which the CRM Platform and associated Deliverables are to be delivered to Purchaser as specified in Annex 2.

1.15. **"Payment Details"** refers to the bank account information and payment instructions provided by Developer as specified in Annex 3.

1.16. **"Inspection Period"** refers to the thirty (30) day period following delivery during which Purchaser may inspect and test the CRM Platform to ensure it meets the Specifications.

1.17. **"Correction Period"** refers to the thirty (30) day period during which Developer must correct any non-conformities identified by Purchaser during the Inspection Period.

1.18. **"Indemnified Party"** refers to the Party seeking indemnification under Section 10.

1.19. **"Indemnifying Party"** refers to the Party providing indemnification under Section 10.

1.20. **"Non-Conformities"** refers to any aspects of the CRM Platform that do not meet the Specifications outlined in Annex 1.

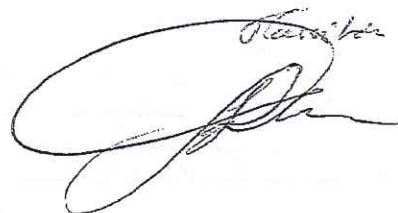
2. SALE AND TRANSFERENCE OF SOFTWARE:

2.1. Developer agrees to sell, transfer, and deliver the CRM Platform to Purchaser in accordance with the Specifications detailed in Annex 1.

2.2. The CRM Platform shall be delivered with all necessary documentation, including but not limited to user manuals, technical documentation, and installation guides.

3. PAYMENT TERMS:

3.1. The total purchase price for the CRM Platform is two million Euros (EUR2,000,000).



3.2. Payment can be made in parts or a single lump sum; however, the entire balance must be fully settled no later than five (5) months from the date of signing this Agreement.

3.3. All payments shall be made via bank transfer to Developer's designated bank account, details of which are provided in Annex 3.

4. DELIVERY AND ACCEPTANCE:

4.1. Delivery Timeline: Developer shall deliver the CRM Platform to Purchaser no later than the Delivery Date specified in Annex 2.

4.2. Inspection Period: Upon delivery, Purchaser shall have thirty (30) days to inspect and test the CRM Platform to ensure it meets the Specifications.

4.3. Notification of Non-Conformities: If the CRM Platform does not conform to the Specifications, Purchaser shall notify Developer in writing within the thirty (30) day inspection period, specifying the non-conformities in detail.

4.4. Correction of Non-Conformities: Upon receipt of Purchaser's notification, Developer shall have thirty (30) days to correct any non-conformities and re-deliver the CRM Platform to Purchaser. This process shall repeat until the CRM Platform is accepted or either Party terminates the Agreement in accordance with Section 9.

4.5. Final Acceptance: Acceptance of the CRM Platform shall not be unreasonably withheld by Purchaser. If Purchaser fails to provide written notification of non-conformities within the specified inspection period, the CRM Platform shall be deemed accepted.

4.6. Partial Deliveries: If the CRM Platform is delivered in parts or modules, each part or module shall be subject to its own inspection, testing, and acceptance period as outlined above.

4.7. Documentation Review: Alongside the CRM Platform, Developer shall deliver all related documentation. Purchaser shall review and verify the completeness and accuracy of this documentation as part of the acceptance process.

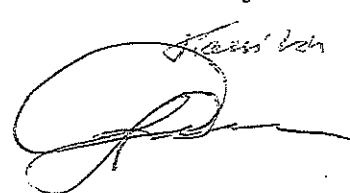
4.8. Training and Support: Developer shall provide initial training sessions for Purchaser's staff as described in Annex 2. Acceptance of the CRM Platform is contingent upon the successful completion of these training sessions.

5. INTELLECTUAL PROPERTY RIGHTS:

5.1. Transfer of Rights: All intellectual property rights in the CRM Platform, including but not limited to copyrights, patents, trademarks, and trade secrets, shall be transferred to and shall become the exclusive property of Purchaser upon full payment of the purchase price.

5.2. Assignment of Rights: Developer agrees to execute any necessary documents and perform such acts as may be reasonably requested by Purchaser to perfect Purchaser's rights in the CRM Platform.

5.3. Moral Rights: Developer waives all moral rights in the CRM Platform to the fullest extent permitted by law.

A handwritten signature in black ink, appearing to read "Klaus Vain", is written over a large, stylized circular flourish or scribble.

5.4. Third-Party Software: Developer shall disclose any third-party software libraries or tools included in the CRM Platform and shall obtain all necessary licenses for Purchaser's use of such third-party software.

6. WARRANTIES:

6.1. Performance Warranty: Developer warrants that the CRM Platform will perform substantially in accordance with the Specifications for a period of twelve (12) months from the date of Acceptance by Purchaser.

6.2. Title Warranty: Developer warrants that it has the right to enter into this Agreement and to grant Purchaser the rights described herein. Developer further warrants that the CRM Platform is free from any liens, encumbrances, or claims by third parties.

6.3. Non-Infringement Warranty: Developer warrants that the CRM Platform does not and will not infringe any third-party intellectual property rights. If a third party claims that the CRM Platform infringes their rights, Developer shall defend Purchaser against such claims and shall indemnify Purchaser for any damages or costs arising from such claims.

6.4. Virus-Free Warranty: Developer warrants that the CRM Platform will be free from viruses, malware, or other harmful code at the time of delivery.

6.5. Remedy for Breach of Warranty: In the event of any breach of the above warranties, Purchaser's sole and exclusive remedy shall be the correction of the CRM Platform by Developer to conform to the Specifications, or if Developer is unable to make the CRM Platform conform to the Specifications, a refund of the purchase price.

7. CONFIDENTIALITY:

7.1. Obligations: Each Party agrees to maintain the confidentiality of all Confidential Information disclosed by the other Party in connection with this Agreement. Each Party shall use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own Confidential Information, but in no event less than reasonable care.

7.2. Permitted Disclosures: Confidential Information may be disclosed to employees, agents, or subcontractors of the receiving Party on a need-to-know basis, provided that such individuals are bound by confidentiality obligations no less stringent than those contained in this Agreement.

7.3. Exclusions: Confidential Information shall not include information that:

- is or becomes publicly known through no breach of this Agreement;
- was in the receiving Party's possession before receipt from the disclosing Party;
- is rightfully received by the receiving Party from a third party without a duty of confidentiality;

is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

A handwritten signature in black ink, appearing to be "K. K. K.", is written over a large, stylized, handwritten letter "P".

7.4. Compelled Disclosure: If the receiving Party is required by law or court order to disclose Confidential Information, it shall promptly notify the disclosing Party and cooperate with the disclosing Party in seeking a protective order or other appropriate remedy.

7.5. Return of Confidential Information: Upon termination or expiration of this Agreement or upon the disclosing Party's request, the receiving Party shall return or destroy all Confidential Information of the disclosing Party.

8. LIMITATION OF LIABILITY:

8.1. Indirect Damages: Neither Party shall be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits or revenue, loss of data, or interruption of business, even if advised of the possibility of such damages.

8.2. Liability Cap: Developer's total liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount paid by Purchaser to Developer under this Agreement.

8.3. Exclusions: The limitations of liability set forth in this Section 8 shall not apply to:

- damages or losses arising from a Party's gross negligence or wilful misconduct;
 - a Party's breach of its confidentiality obligations under Section 7;
 - a Party's indemnification obligations under Section 10.
- 8.4. Insurance: Developer shall maintain sufficient insurance coverage to meet its obligations and liabilities under this Agreement and shall provide proof of such insurance upon Purchaser's request.

9. TERMINATION:

9.1. Either Party may terminate this Agreement upon thirty (30) days' written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within the notice period.

9.2. Upon termination, Developer shall refund any payments made by Purchaser for work not yet delivered.

9.3. Either Party may terminate this Agreement immediately if the other Party becomes insolvent, files for bankruptcy, or ceases to do business.

9.4. Regrettable Business and Return Terms:

- If within a period of six (6) months from the date of Acceptance, the Purchaser determines that the CRM Platform does not perform substantially in accordance with the Specifications or fails to meet the Purchaser's expectations, the Purchaser may initiate the return process as outlined below:
 - Notification: The Purchaser must provide the Developer with written notice specifying the performance issues or expectations not met within the six-month period following Acceptance.
 - Correction Period: Upon receipt of such notice, the Developer shall have thirty (30) days to correct the identified issues to the Purchaser's satisfaction. The Developer shall provide the Purchaser with written confirmation of the corrections made and evidence of compliance with the Specifications.



- Final Review and Decision: The Purchaser shall have an additional thirty (30) days to review the corrections. If the Purchaser determines that the CRM Platform still does not meet the Specifications or their expectations, the Purchaser may proceed with the return.

- Return Process: To initiate the return process, the Purchaser must provide the Developer with a final written notice of their decision to return the CRM Platform. Upon receipt of this notice, the following steps will be taken:

- Cessation of Use: The Purchaser shall immediately cease all use of the CRM Platform and any related documentation.

- Return of Deliverables: The Purchaser shall return all copies of the CRM Platform, including any related documentation, to the Developer.

- Data Erasure: The Purchaser shall ensure that all data and information derived from the CRM Platform are permanently deleted from their systems and provide written certification of such deletion to the Developer.

- Refund: Upon receipt of the returned CRM Platform and confirmation of compliance with the return process, the Developer shall refund the Purchaser the full purchase price paid under this Agreement, less any reasonable costs associated with the return process.

- Effect of Return: Upon completion of the return process and refund of the purchase price, this Agreement shall be deemed terminated, and neither Party shall have any further obligations to the other, except for obligations that expressly survive termination as set forth in this Agreement.

9.5. Surviving Provisions: The provisions of this Agreement that by their nature should survive termination or expiration of this Agreement, including but not limited to confidentiality obligations, limitation of liability, and indemnification, shall survive any such termination or expiration.

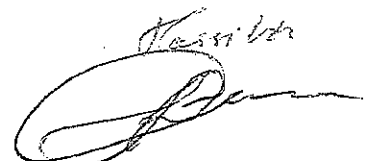
10. INDEMNIFICATION:

10.1. Developer's Indemnity: Developer agrees to indemnify, defend, and hold harmless Purchaser and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with:

- Developer's breach of any representation, warranty, or obligation under this Agreement;
- Developer's negligence or wilful misconduct;
- any claim that the CRM Platform infringes any intellectual property rights of a third party.

10.2. Purchaser's Indemnity: Purchaser agrees to indemnify, defend, and hold harmless Developer and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with:

- Purchaser's breach of any representation, warranty, or obligation under this Agreement;

A handwritten signature in black ink, appearing to be "Kassir" followed by a stylized flourish.

- Purchaser's negligence or wilful misconduct;
- Purchaser's use of the CRM Platform, except to the extent such claims arise from Developer's breach of this Agreement or Developer's negligence or wilful misconduct.

10.3. Indemnification Procedure: The indemnified Party shall promptly notify the indemnifying Party of any claim for which it seeks indemnification. The indemnifying Party shall have the right to control the defence and settlement of such claim, provided that the indemnified Party shall have the right to participate in the defence at its own expense. The indemnifying Party shall not settle any claim without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed.

11. DISPUTE RESOLUTION:

11.1. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties.

11.2. If the Parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to mediation, and if necessary, binding arbitration in accordance with the rules of the Hungarian Arbitration Court. The arbitration shall take place in Hungary, and the language of arbitration shall be English.

12. GOVERNING LAW:

12.1. This Agreement shall be governed by and construed in accordance with the laws of Hungary without regard to its conflict of law principles.

13. DATA PROTECTION:

13.1. Both Parties agree to comply with the General Data Protection Regulation (GDPR) (EU) 2016/679 and any applicable data protection legislation in relation to the processing of personal data under this Agreement.

13.2. The Seller shall ensure that any personal data provided to the Purchaser is provided in accordance with applicable data protection laws and that all necessary consents have been obtained.

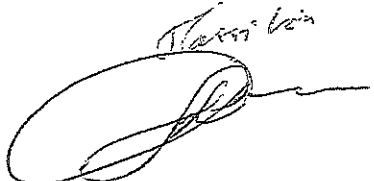
13.3. The Purchaser agrees to process personal data only for the purposes of performing its obligations under this Agreement and in accordance with the Seller's instructions. 13.4. Both Parties shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

14. MISCELLANEOUS:

14.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

14.2. Any amendments to this Agreement must be in writing and signed by both Parties.

14.3. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

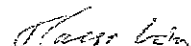
7


14.4. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

14.5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

For and on behalf of True Digital Kft.:



Ivan Tassi
Director

For and on behalf of Wanning Tech Limited:



Oleksandr Budishevskyy
Director

WANNING TECH LIMITED
HE 481053

Annex 1: SPECIFICATIONS

1. Wanning CRM Starter

- Contact Management: Track customer interactions.
- Task Management: Task scheduling and reminders.
- Email Integration: Sync and manage emails.
- Basic Reporting: Essential sales reports.
- Ease of Use: Intuitive interface.
- Affordability: Cost-effective solution.
- Scalability: Flexible upgrade options.

2. Wanning CRM Business

- Contact Management: Track customer interactions.
- Task Management: Task scheduling and reminders.
- Email Integration: Sync and manage emails.
- Basic Reporting: Essential sales reports.
- Ease of Use: Intuitive interface.
- Affordability: Cost-effective solution.
- Scalability: Flexible upgrade options.

3. Wanning CRM Pro

- Contact Management: Advanced tracking of customer interactions.
- Task Management: Customizable reminders and workflows.
- Email Integration: Advanced email synchronization.
- Advanced Reporting: In-depth analytics and reporting features.
- Ease of Use: Advanced features with a user-friendly interface.
- Affordability: Competitive pricing.
- Scalability: Seamlessly scalable for growing business needs.

4. Software Description: Wanning Tech is a comprehensive automation tool primarily used by web hosting companies. Here are the key functions it provides:

- Client Management: Manages client information, support tickets, and communication.
- Billing Automation: Automates invoicing, payment processing, and overdue reminders.
- Product Provisioning: Automates the setup of products and other services.
- Support System: Includes a built-in ticketing system for customer support.
- Integration: Integrates with various payment gateways, marketing analytics, any api service.
- Reporting and Analytics: Provides financial reports and client activity analytics.
- Customizable: Offers customizable templates, client area, and admin panel.
- Security Features: Includes fraud protection and secure client data handling.
- Third-Party Add-ons: Supports numerous third-party plugins and add-ons for extended functionality.

Florian


Annex 2: DELIVERABLES AND DELIVERY SCHEDULE

1. Deliverables:

- **CRM Platform:** The Developer shall deliver the Customer Relationship Management (CRM) platform, including all versions (Starter, Business, and Pro) as specified in Annex 1.
- **Documentation:** The Developer shall provide comprehensive user manuals, technical documentation, installation guides, and any other materials necessary for the operation and maintenance of the CRM Platform.
- **Training Sessions:** The Developer shall provide initial training sessions for the Purchaser's staff to ensure proficient use of the CRM Platform.
- **Support Services:** The Developer shall provide ongoing support services for the CRM Platform.

2. Delivery Schedule:

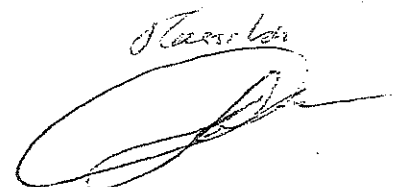
- **CRM Platform Delivery:** The Developer shall deliver the CRM Platform, fully functional and in accordance with the Specifications outlined in Annex 1, by the 31st of August, 2024.
- **Documentation Delivery:** All required documentation shall be delivered alongside the CRM Platform by the 31st of August, 2024.
- **Training Sessions:** The Developer shall commence training sessions within ten (10) business days following the delivery and Acceptance of the CRM Platform. These sessions will continue for a period of 6 (six) months.
- **Support Services:** The Developer shall provide support services for the CRM Platform for a period of 6 (six) months starting from the date of the CRM Platform's final Acceptance by the Purchaser.

3. Acceptance Criteria:

- **Inspection Period:** Upon delivery of the CRM Platform, the Purchaser shall have thirty (30) days to inspect and test the software to ensure it meets the Specifications outlined in Annex 1. Any non-conformities must be reported in writing within this period.
- **Correction of Non-Conformities:** If non-conformities are identified, the Developer shall have thirty (30) days to correct these issues and re-deliver the CRM Platform. This process shall continue until the CRM Platform meets the Specifications or the Agreement is terminated under the terms specified in Section 9.

4. Final Acceptance:

- **Acceptance Confirmation:** The Purchaser shall provide written confirmation of acceptance once the CRM Platform meets all Specifications, following the successful completion of the Inspection and any necessary corrections.
- **Deemed Acceptance:** If the Purchaser fails to provide written notice of non-conformities within the thirty (30) day inspection period, the CRM Platform shall be deemed accepted.



Annex 3: PAYMENT DETAILS

1. Developer's Bank Account Information:

- Bank Name: BILDERLINGS PAY LIMITED
- Bank Address: 13 Regent Street, London, SW1Y 4LR, England UK
- Account Name: Wanning Tech
- Account Number/IBAN: GB31 BIYS 0099 5688 1932 72
- SWIFT/BIC Code: BIYSGB2A
- Currency: Euro (€)

2. Payment Instructions:

2.1 Payment Amount: The total purchase price for the CRM Platform is two million Euros (EUR2,000,000).

2.2 Payment Due Date: Payment shall be made in parts or a single lump sum; however, the entire balance must be fully settled no later than five (5) months from the date of signing the Agreement.

2.3 Payment Method: All payments shall be made via bank transfer to Developer's designated bank account provided above.

A handwritten signature in black ink, appearing to be 'Hassan', written over a large, stylized circular flourish.

