

SHARE PURCHASE AGREEMENT

№ 34263-1

THIS SHARE PURCHASE AGREEMENT (the "Agreement") made and entered into this 30th day of November, 2022 (the "Execution Date")

BETWEEN:

Vladimir Osipov, DOT 15/11/1969, passport № 76 3793986

(the "Seller")

OF THE FIRST PART

and

Oleksii Deineha, DOT 21/01/1988, passport № FF 716038

(the "Purchaser")

OF THE SECOND PART

BACKGROUND:

A. The Seller is the owner of a record of 1000% of Interest held in **Riotech N.V., Company number 146297, Dr. M.J. Hugenholtzweg 25 Unit 11, Curacao** (the "Corporation").

B. The Seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Purchase and Sale

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USDT.
2. The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Shares for an aggregate purchase price of USDT 300 000 (three hundred thousand USDT) (the "Purchase Price").
3. A fixed sum of USDT 300 000 (three hundred thousand USDT) will be paid according to the invoice.

4. All payments can be done in the cash form, cryptocurrency, wire transfer, or bank draft of immediately available funds.

Representations and Warranties of the Seller

5. The Seller warrants and represents to the Purchaser as follows:

a. The Seller would not be recognised as an issuer, insider, affiliate, or associate of the Corporation as defined or recognised under applicable securities laws and regulations.

b. Except as provided in the incorporating documents of the Corporation or as indicated on the face of the certificates for the Shares, the Purchaser would not be prevented or restricted in any way from re-selling the Shares in the future.

c. The Seller is the owner in clear title of the Shares and the Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or adverse claim or other restriction that would prevent the transfer of clear title to the Purchaser.

d. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.

e. There is no legal action or suit pending against any party, to the knowledge of the Seller, that would materially affect this Agreement.

Representations and Warranties of the Purchaser

6. The Purchaser warrants and represents to the Seller as follows:

a. The Purchaser would not be recognised as an issuer, insider, affiliate, or associate of the Corporation as defined or recognised under applicable securities laws and regulations.

b. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.

c. There is no legal action or suit pending against any party, to the knowledge of the Purchaser, that would materially affect this Agreement.

Closing

7. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver to the Purchaser duly executed transfers of the Shares.

Expenses

8. All parties agree to pay all their own costs and expenses in connection with this Agreement.

Finder's Fees

9. No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

10. All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

Dividends

11. Any dividends earned by the Shares and payable before the Closing of this Agreement will belong to the Seller, and any dividends earned by the Shares and payable after the Closing of this Agreement will belong to the Purchaser.

12. Any rights to vote attached to the Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.

Governing Law

13. The Purchaser and the Seller submit to the jurisdiction of the courts of the Netherlands for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Miscellaneous

14. Time is of the essence in this Agreement.

15. This Agreement may be executed in 2 counterparts. Facsimile signatures are binding and are considered to be original signatures.

16. All warranties and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

17. This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

18. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

19. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and

enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

20. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

21. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

22. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

23. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand on this 30th day of November, 2022.

Seller	Purchaser
Vladimir Osipov 	Oleksii Deineha 



Name: VladimirOsipov
Address: Lenina str 4 app 32

User ID: 164261753
Statement Period: 05 November 2022 to 05 December 2022

Date(UTC)	Coin	Network	Amount	TransactionFee	Address	TXID	SourceAddress	PaymentID	Status
2022-11-10 12:51:33	USDT	ETH	720	0	0x7369c0569c7ahdc0teh93d8uofa a367940686e5	0x6574h30082067f54g4a5e2563f4q2ah5ho89agr68b39e4 dc37tb08a2f7bfd230			Completed
2022-11-18 16:17:40	USDT	BSC	1400	0	0x7369c0569c7ahdc0teh93d8uofa a367940686e5	0xe00a8b2e71b930a3f193f6be5247275862f90fecbd7f31 7e412397d134f11688			Completed
2022-11-25 09:11:11	USDT	ETH	1825	0	0x7369c0569c7ahdc0teh93d8uofa a367940686e5	Internal transfer 12187542874			Completed
2022-11-27 15:25:16	USDT	TRX	3200	0	TMN9Wo49x7DTApMPsfthQv.jkMXCrtn cKr6	8rk9d7fe14b1f430814brt78409b66efytr6501924erre7a 3566c87b6c6n540			Completed
2022-12-05 14:12:34	USDT	TRX	300 000	0	TMN9Wo49x7DTApMPsfthQv.jkMXCrtn cKr6	8be8d7fe171f430856bba78409b66efc1f0701924bffe3a 1466c87b6c2e7660			Completed

PRINCIPAL-PARTY AGREEMENT

The undersigned:

The Undersigned, Mr. Oleksii Deineha, residing at 55 Sichovykh Stritsiv Str., Apt 24, 04053 Kyiv, Ukraine, being the Ultimate beneficial owner of 1000 issued and outstanding shares of Riotech N.V., organized and existing under the laws of Curaçao and established in Curaçao (hereinafter to be referred to as: the "Company"), said beneficial owner hereinafter to be referred to as "Principal"

and

1. Odin Trust B.V., a company having its principal office in Curaçao, hereinafter to be referred to as: "Manager"

WHEREAS

- a. Manager has entered into a Fiduciary service agreement effective November 30th, 2022, (hereinafter to be referred to as: the "Fiduciary service agreement") with the Company;
- b. Manager and Principal now wish to confirm hereinafter the following agreements among themselves in addition to the Fiduciary service agreement.

NOW IT IS HEREBY AGREED FOLLOWS

Article 1 – Performance of Duties

- 1.1 Principal declares to be fully acquainted with the contents of the Fiduciary service agreement, and guarantees towards Manager that the Company shall at all times fulfill its obligations under the Fiduciary service agreement and that Principal will indemnify Manager in case the Company fails to fulfill such obligations.
- 1.2 In the event Manager's performance under the Fiduciary service agreement might give rise to liability of Manager towards Principal, such liability shall be limited to damages resulting from gross negligence or willful misconduct in such performance.
- 1.3 Principal shall fully indemnify Manager for and hold Manager harmless against any past, pending or future claims of whatever nature and none excluded, exercised by third parties for damages incurred as a result of the performance by Manager of its duties under the Fiduciary service agreement or incurred as a result of actions or commissions of previous managing directors, co-managing directors and/or attorneys-in-fact, unless such damages result from gross negligence or willful misconduct by Manager. The indemnity granted to Manager will include all damages, losses, fines, costs, amounts paid in settlement, expenses and legal fees Manager may at any time incur.

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PRINCIPAL-PARTY AGREEMENT

Article 2 – Resolutions and General Guidelines

- 2.1. Under article 1.1 of the Fiduciary service agreement, Manager will duly observe and execute resolutions and general guidelines of the General Meeting of Shareholders and/or the Board of Supervisory Directors, if any, may from time to time pass or issue, respectively. Manager will apply its best endeavors that such resolutions and guidelines will be passed and issued by and through the appropriate authorized bodies of the Company in the form, and subject to the restrictions, prescribed by law and the Articles of Association of the Company.
- 2.2 If resolutions and general guidelines are communicated through an attorney-in-fact, Manager may observe and execute the same upon receipt of appropriate conformation that such attorney is authorized to communicate resolutions and general guidelines to Manager from time to time. This conformation may be deemed in effect until Manager receives specific written notice to the contrary.

Article 3 – Miscellaneous

- 3.1 This agreement shall be governed and constructed in all respects by the laws of in Curaçao.
- 3.2 Any disputes arising under this agreement or any other agreement resulting thereof shall be brought in first instance before the competent court of Curaçao, notwithstanding Manager's right to have such disputes adjudicated before any other competent court.

Thus signed effective as from November 30th, 2022

The Principal

Signature : 

Name : Mr. Oleksii Deineha

Full Address : 55 Sichovykh Striltsiv Str., Apt 24, 04053 Kyiv, Ukraine

Managing Director: Odin Trust B.V.


By: Christie G. Hansen Managing Director

Одін

SHARETRANSFER AGREEMENT

The undersigned,

Mr. Vladimir Osipov, residing at Apt. 252, Building 2, House 2, Tambasova Street, St. Petersburg Russia, hereinafter to be referred to as "Vendor",

and

Mr. Oleksii Deineha, residing at 55 Sichovykh Stritsiv Str., Apt 24, 04053 Kyiv, Ukraine, hereinafter to be referred to as "Vendee";

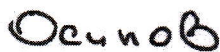
WHEREAS

- Vendor is the holder of 1000 shares, number 1 through 1000 of USD 1.00 (One United States Dollar) each, in the limited liability company;
- Riotech N.V., incorporated under the laws of Curaçao and with office address at Dr. M.J. Hugenholtzweg 25, Unit 11, Curaçao, D.W.I. ("Company"), hereinafter to be referred to as "The Shares";

HEREBY AGREE AS FOLLOWS

1. Vendor hereby sells and transfers to Vendee, who hereby purchases and accepts from Vendor the Shares.
2. The purchase price for the Shares has been settled by Vendee, and Vendor hereby acknowledges that the Shares has been fully paid up.
3. Vendor warrants the Shares to be free of any liens or encumbrances whatsoever.
4. Vendor and Vendee waive their rights to request dissolution of this present sale and transfer.
5. This Agreement will be effective as of November 30, 2022.
6. This Agreement and transfer shall be governed by the laws of Curaçao, D.W.I.

SIGNED in duplicate effective November 30, 2022.



By: Mr. Vladimir Osipov / Vendor

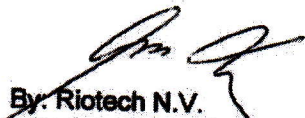


By: Mr. Oleksii Deineha/Vendee



The Undersigned, Riotech N.V., in these represented by its Managing Director, Odin Trust B.V., hereby acknowledges that the Shares transferred by means of this instrument of transfer, has been duly registered in the Shareholder's Register of the Company.

Curacao, November 30, 2022



By: Riotech N.V.
Represented by its Managing Director
Odin Trust B.V.

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