



**AGREEMENT FOR THE SALE AND PURCHASE
of Ownership Interests in the Capital Fund of
Limited Liability Company "Carletta N.V."**

THIS AGREEMENT is made in the City of Limassol, Cyprus on 15.02.2022

BETWEEN

- (1) Ilia Zudilin, a citizen of Russia (the "Seller");
and
(2) Valentina Nedelco, a citizen of Republic Moldova (the "Purchaser"),
hereinafter referred to as the "Parties", having been acknowledged with the requirements of applicable law regarding the invalidity of legal transactions, have agreed on the following:

1. SALE OF THE OWNERSHIP INTERESTS

- 1.1. The Seller agrees to sell, and the Purchaser agrees to purchase, ownership interest with the nominal value of 1(one) USD representing 100% (one hundred percent) in the capital fund ("Ownership Interest") of Limited Liability Company "Carletta N.V." having its registered address at: Perseusweg 27A, Curaçao, identification code 142346 (the "Company") on the terms and conditions set out in this Agreement.
- 1.2. The Ownership Interest shall be sold free from all Encumbrances, together with all rights, entitlements or other interests which are, or at any time thereafter may become, attached to it. For the purposes of this clause 1.2, "Encumbrances" means all security interests, mortgages, charges, liens, encumbrances, equities, claims or other third party rights (including, without limitation, rights of pre-emption, option or similar rights) of any nature whatsoever.
- 1.3. The title to the Ownership Interest shall transfer from the Seller to the Purchaser on the date of signing of this Agreement or within 14 (fourteen) calendar days. For the third parties, the changes in the ownership structure of the Company shall take effect on the date of state registration of the restated Charter of the Company showing the Purchaser as the participant of the Company.

2. PURCHASE PRICE

- 2.1. In consideration for the transfer of Ownership Interest, the Purchaser shall pay to the Seller 100 000 EUR (One hundred thousand euro nil cents) (the "Purchase Price").
- 2.2. The Purchaser shall pay the Purchase Price to the Seller in the following order:
50 000 EUR within 2 (two) months from the date of signing of this Agreement.
50 000 EUR within 24 (twenty-four) months from the date of signing of this Agreement.

3. ENTIRE AGREEMENT

- 3.1. This Agreement sets out the entire agreement and understanding between the Parties in respect of the sale and purchase of the Ownership Interests. This Agreement supersedes all prior agreements, understandings or arrangements relating to the sale and purchase of the Ownership Interests, which shall cease to have any further force or effect.

2. ASSIGNMENT

- 4.1. Neither party hereto shall have the right to assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement, as well as to grant, declare, create or dispose of any right or interest in it without the prior written consent of the other party hereto.

5. GOVERNING LAW. DISPUTE RESOLUTION

- 5.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Curacao.
- 5.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, unless settled through amicable negotiations, shall be resolved by the competent court of Curacao.



TERM OF THE AGREEMENT

The Agreement shall become effective from the moment of its signing by the Parties.

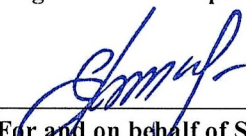
6.2. This Agreement shall remain effective until the full discharge by the Parties of their respective obligations hereunder.

7. MISCELLANEOUS

7.1. This Agreement is being executed in English language.

7.1. This Agreement is executed in three (3) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Signatures of the parties


For and on behalf of Seller
Ilia Zudilin


For and on behalf of Purchaser
Valentina Nedelco

Signed (or sealed) this day in my presence by
VALENTINA NEDELCO
ILIA ZUDILIN

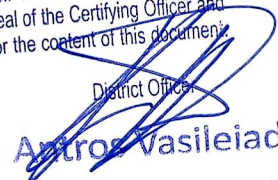
As the Certifying Officer, I certify only the signature which appears on document and assume no responsibility for the content of this document. In testimony whereof I have hereto set my hand and official seal

this 00 day of May 2022

(L.S.)


Anna Demetriou
Certifying Officer



This is to certify that the signature appearing above is the signature of Mr/Mrs Anna Demetriou
a Certifying Officer of Limassol, appointed by the Minister of the interior of the Republic of Cyprus, under the Certifying Officers Law, 165(I)/2012, to certify signatures and seals and that the seal opposite the said signature is that of the Certifying Officer of Limassol. The District Officer certifies only the signature and the seal of the Certifying Officer and assumes no responsibility for the content of this document.
LIMASSOL - CYPRUS
Date 11 MAY 2022
District Officer

Andreas Vasileiadis



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Antros Vasileiadis

3. acting in the capacity for District Officer

4. bears the seal/stamp of District Administration of Limassol, Ministry of Interior

Certified

5. at APOSTILLE - LIMASSOL MJPO OFFICE

6. the 11/05/2022

7. by Panagiota Koudouna

8. No LIM MJPO-LIM 000232908/2022

9. Seal/stamp:

10. Signature:



For Permanent Secretary
Ministry of Justice and Public Order
22399448