

Share Sale and Transfer Deed

The undersigned:

1. **Mrs. Demet Sahin**, a natural person, born on October 4, 1977 in [], holder of an Albanian passport with passport nr. BF3926576, and residing at 23 Tempon, Lakatameia, Lefkosa, 2326 Cyprus, (hereinafter referred to as the "**Buyer**");
and
2. **Mr. Mustafa Yilmaz**, a natural person, born on March 20, 1970 in [Turkey], holder of a Belizean passport numbered P0183614, and residing at Union Road 155, Sint Maarten, (hereinafter referred to as the "**Seller**");
and
3. **SXM Management N.V.**, a limited liability company duly organized under the laws of Curaçao, having its registered address at Heelsumstraat 51, E-Commerce Park Curacao, registered at the Curaçao Chamber of Commerce with number 138661, represented by its managing director eMoore N.V., hereinafter referred to as the "**Company**".

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

Whereas:

- a. The Seller holds the one share (numbered 1 u/i 1) in the capital of the Company.
- b. The Seller wishes to sell the one share (numbered 1 u/i 1) to the Buyer, hereinafter referred to as the "**Share**".
- c. The Parties wish to lay down their arrangements concerning the sale and transfer of the Share in the following.

Have agreed as follows:

Article 1. Sale and transfer

As per [date] the Seller sells and transfers the Share to the Buyer, who has purchased and accepted the Share from the Seller. The Company co-signs this deed and acknowledges the transfer of the Share by the Seller to the Buyer.

Article 2. Purchase Price

210,000.00 (in words: two hundred ten thousand euros)

The purchase price for the Share amounts to EUR [] (in words: euro) and the Seller herewith confirms receipt thereof from the Buyer which terms and conditions are agreed in a Share Purchase Agreement.

Article 3. Guarantees

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

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 _____

Buyer

Seller

By: Mrs. Demet Sahin
Place & date:

SEP 9 - 2019

By: Mr. Mustafa Yilmaz
Place & date:

ST. UDAZT 04.09 2019

Acknowledgement by the Company

By: eMoore N.V.
Title: Managing Director

SEP 9 - 2019



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auB

[Signature]

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Buyer

By: Mrs. Demet Sahin
Place & date:

SEP 9 - 2019

Seller

By: Mr. Mustafa Yilmaz
Place & date:

ST. I/PART 24-09-2019

Acknowledgement by the Company

By: eMoore N.V.
Title: Managing Director

SEP 9 - 2019

