

Shares Sale and Transfer Deed

The undersigned:

1. **Viral Technology N.V.**, a limited liability company duly organized under the laws of Curacao, having its registered address at Groot Kwartierweg 10, Willemstad, Curaçao, registered at the Curacao Chamber of Commerce and Industry with number 123604, hereby duly represented by its Managing Director, eMoore N.V., (hereinafter referred to as the "**Company**").
2. **Mr. Klaus Gunnar Berner**, a Finish citizen, with date of birth on October 07, 1951, and residing at Bomansonsvägen 11A, Helsinki, Finland bearer of passport number CP1410043

Mr. Robert Oliver Berner, a Finish citizen, with date of birth on June 30, 1992, and residing at Erottajankatu 11 A 26,00130, Helsinki, Finland bearer of passport number FP3500070

Mr. Erkki Juhani Nikunen, a Finish citizen, with date of birth on November 09, 1976, and residing at Kanneltie 20C, 00420, Helsinki, Finland bearer of passport number FP3976441

Speltibus GmbH, a company existing under the laws of Austria with registered office at Kärntner Ring 5-7, 1010 Vienna, Austria, and having registry code FN287847f (hereinafter referred to as the "**Buyers**").
3. **Fortuity Holdings Limited**, a limited liability company duly organized under the laws of Malta, having its registered address at No.2, Geraldu Farrugia Street, Zebbug ZBG 4351, Malta with company registration number C73135, hereby duly represented by its Director, Mr. Martin Prantner (hereinafter referred to as the "**Seller**").

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

Whereas:

- a. The Seller holds 158 (One hundred and fifty-eight) shares (numbered 1 u/i 158) with a market value of 301.47 EUR each (three hundred one euro and forty-seven cents) in the capital of the Company, (hereinafter referred to as the "**Shares**").
- b. The Seller wishes to sell its shares to the Buyers as follows:
 - Mr. Klaus Gunnar Berner 27 shares
 - Mr. Robert Oliver Berner 27 shares
 - Mr. Erkki Juhani Nikunen 13 shares
 - Speltibus GmbH 91 shares

- 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 undersigning of this shares sale and transfer deed (the "**Deed**"), the Seller sells and transfers the Shares to the Buyers, who has purchased and accepted the Shares from the Seller. The Company co-signs this Deed and acknowledges the transfer of the Shares by the Seller to the Buyers. The sale of the Shares is perfected upon acknowledgement of the transfer of the Shares by the Company.

Article 2. Purchase Price

- 2.1. The total purchase price for the Shares amounts to **EUR 47,632.00** (Forty-seven thousand six hundred thirty-two euros) and the Seller herewith confirms receipt thereof as follows from Buyers.
- Mr. Klaus Gunnar Berner - EUR 8,139.65
 - Mr. Robert Oliver Berner – EUR 8,139.65
 - Mr. Erkki Juhani Nikunen – EUR 3,919.08
 - Speltibus GmbH - EUR 27,433.62
- 2.2. Confirmation can be provided by transfer of the total amount of EUR 47,632.00 (Forty-seven thousand six hundred thirty-two euros) to the bank account of the Seller.
- 2.3. Aforementioned proof of payment/receipt will be attached to this Deed.

Article 3. Guarantees

- 3.1. The Seller warrants that the Shares are paid up free and clear of any liens or charges, and that the Shares have been validly issued.
- 3.2. The Seller warrants that it is the exclusive legal and beneficial owner (*juridische en economische eigenaar*) of the Shares and is free to sell the Shares to the Buyers.
- 3.3. The Seller has been duly incorporated and validly exist under the laws of Malta and has the necessary corporate capacity and power to enter into this Deed and to perform its obligations under this Deed.

- 3.4. All corporate and (where applicable) other action required to be taken by the Seller to authorize the execution and performance of this Deed has been duly taken.

Article 4. Amendments and supplements

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

Article 5. Partial invalidity, continuing obligations

- 5.1. If one or more articles of this Deed were to be null and void or non-binding in another way, this does not affect the validity of the other articles of this Deed, unless the non-binding provisions regards the essence of the Deed 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.
- 5.2. In both cases Parties will then in mutual consultation and in the spirit of this Deed amend this Deed 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.
- 5.3. Obligations that by their nature are destined to also continue after termination continue to exist after termination of this Deed.

Article 6. Remedies

- 6.1. 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.
- 6.2. Partial execution of a right, or remedy arising from this Deed or the law, as yet does not obstruct fully executing this right or remedy, or of the execution of another right or remedy.
- 6.3. 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

- 7.1. This Deed shall be governed by and construed in accordance with the laws of Curaçao.
- 7.2. A dispute arises if one of the Parties informs the other party of such in writing.

7.3. All disputes arising out of or in connection with this Deed shall, if no amicable settlement can be reached between the Parties, be exclusively referred to the competent court in Curaçao, Willemstad.

Article 8. Miscellaneous

8.1. Parties renounce any right they may have to demand the dissolution or cancellation.

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

8.3. The preamble is an integral part of this Deed.

Thus agreed and signed in two copies.

Seller

Buyer

Signed by: Fortuity Holdings Limited

Place:

Date:

Signed by: Mr. Klaus Gunnar Berner

Place:

Date:

Buyer

Buyer

Signed by: Mr. Robert Oliver Berner

Place:

Date:

Signed by: Erkki Juhani Nikunen

Place:

Date:

Buyer

Signed by: Speltibus GmbH

Place:

Date:

Acknowledgement by the Company for the transfer of the Shares

Signed by: eMoore N.V.

Title: Managing Director

Represented by:

Place: Curacao

Date: