

## **AGREEMENT ON PURCHASE AND SALE OF THE SHARES**

THIS Purchase and Sale Agreement (hereinafter referred to as the "Agreement") is made as on the 23<sup>rd</sup> day of October, 2014, in Limassol, Cyprus, by and between

company **SERILNIT HOLDINGS LTD**, registered under the legislation of Cyprus, whose registered office is situated at: 205, Christodoulou Chatzipavlou, Louloupis Court, 2<sup>nd</sup> Floor, Office 201, Limassol, Cyprus, in the persons of its Directors Mrs. Athina Riala on behalf of **KPM INVEST LIMITED** and Mr. Kail Grigorij, acting on the grounds of the Articles of Association, hereinafter referred to as the "Seller", on the one part, and

company **INDEX INFORMATICS LIMITED**, registered under the legislation of Hong-Kong, whose registered office is situated at: 19-27, Wyndham, Wilson House, Office/Flat 1605, Central Hong Kong, Hong-Kong, in the person of Mr. Kail Grigorij, acting on the grounds of the Articles of Association, hereinafter referred to as the "Purchaser", on the other part, jointly referred to as the "Parties", as follows:

### **1. SUBJECT OF THE AGREEMENT**

1.1. The Seller transfers and the Purchaser agrees to purchase the block of 25000 (twenty-five) Shares of the company **PALMER EQUITIES LIMITED** with par value of US\$ 1.00 each, registered in accordance with legislation of British Virgin Islands and owned by the Seller, hereinafter referred to as "Shares", as per the terms and conditions of this Agreement:

### **2. PRICE AND PAYMENT ORDER**

2.1. The total price of the Shares is 25000 (twenty-five thousand) US Dollars.

2.2. The Purchaser shall pay the price of the Shares by the money remittance in US Dollars to the Seller's account specified in the Agreement within 10 (ten) business days from the date of signing hereof.

### **3. TRANSFER OF THE RIGHT OF OWNERSHIP**

3.1. The right of ownership to the Shares shall be transferred from the Seller to the Purchaser from the moment of the record in the Register of Shareholders. The Register of Shareholders is kept by the Registrar of the Company.

3.2. The Seller shall issue the transfer order for the Registrar to the Purchaser within 10 (ten) business days after the signing hereof.

3.3. The ownership transfer shall be confirmed by the extract from the Register of the Shareholders or by the copy of this extract attested by the Registrar.

3.4. Transfer of the right of ownership to the Shares means the transfer of all shareholder's rights and obligations to the Purchaser, set forth by the operating legislation of Cyprus.

### **4. REPRESENTATIONS AND WARRANTIES OF THE SELLER**

4.1. The Seller represents and warrants that by the time of this Agreement conclusion no Shares have been sold, mortgaged, arrested and charged with any other way.

4.2. On making the Agreement the Seller confirms also that the shares are not subject to the proceedings.

## 5. NON-PERFORMANCE OR IMPROPER PERFORMANCE LIABILITY

5.1. Should the Purchaser delay to fulfil the provisions set forth in Paragraph 2 of the Agreement, the Purchaser shall pay to the Seller a fine in the amount of 0,01% (one hundredth) of amount of the money payable hereunder per calendar day of delay, but not more than 10% (ten) of the transaction amount.

5.2. Should the Seller delay to fulfil the provisions set forth in Paragraph 3.2 of the Agreement, the Seller shall pay to the Purchaser a fine in the amount of 0.01% (one hundredth) of amount of money paid in accordance with the Paragraph 2.1 of the Agreement per calendar day of delay, but not more than 10% (ten) of the transaction amount.

5.3. Such a payment of fine may not release the Party in fault from performance of its contractual obligations hereunder, unless otherwise admitted by the other Party. Should any Party delay to perform its contractual obligations hereunder for any period exceeding 30 (thirty) calendar days of specified hereof, the other Party shall be entitled to terminate this Agreement unilaterally and demand the damage in full.

## 6. FORCE-MAJEURE

6.1. Neither Seller no Purchaser shall be liable for any delay or failure to perform under the Agreement due to floods, riots, strikes, freight embargoes, acts of God, acts of war or hostilities of any nature, laws or regulations of any government (whether foreign or domestic, federal, state, county or municipal) or any other similar cause beyond the reasonable control of the party affected.

6.2. The Party affected by the force majeure circumstances should immediately, within 3 (three) business days of commencement of force-majeure circumstances, notify the other Party in writing of such circumstances and consequences thereof (with a reverse notice of receipt) and make every efforts to restrict any adverse consequences that may be caused by such force-majeure circumstances. Furthermore, the Party affected by the force-majeure circumstances should immediately, within 3 (three) business days, notify the other Party in writing of termination of such circumstances.

6.3. Unless otherwise agreed to between the Parties, the commencement of force-majeure circumstances may cause the Agreement execution time to be extended for an operation period thereof.

6.4. Should force-majeure circumstances operate any longer than a month, any Party shall be entitled to terminate this Agreement, and both the Parties shall return to their original state. Any and all expenses to return the Parties to their original state shall be incurred in equal shares.

## 7. MISCELLANEOUS PROVISIONS

7.1. Any alterations, amendments or supplements hereto shall be made in writing and duly signed by the Parties authorized representatives.

7.2. This Agreement shall be governed and construed by the Laws of substance of the Republic of Cyprus.

7.3. Any disputes or disagreements that may arise in connection with the making, performing, alteration or termination of this Agreement, shall be settled through negotiations immediately between the Parties authorized representatives.

7.4. Should the Parties fail to reach the agreement on the moot points through negotiations, the Parties shall submit them to a court according with the venue and the operating remedial legislation of the Republic of Cyprus.

7.5. This Agreement shall take effect as soon as it is signed by the Parties and remain in force until all the obligations hereunder are completed by the Parties.

7.6. This Agreement has been made in three copies of equal legal force, one for the Purchaser, one for the Seller and one for the Registrar.

7.7. This Agreement has been drawn up in the English language.

### 8. PARTIES SIGNATURES

8.1. IN WITNESS WHEREOF, this Agreement has been signed by two Parties as of the day and year first written above.

**The Seller:**



**SERILNIT HOLDINGS LTD**

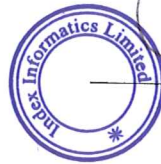
Address: 205, Christodoulou Chatzipavlou,  
Louloupis Court, 2<sup>nd</sup> Floor, Office 201,  
Limassol, Cyprus


**The Purchaser:**

**INDEX INFORMATICS LIMITED**

Address: 19-27, Wyndham, Wilson House,  
Office/Flat 1605, Central Hong Kong, Hong-Kong

  
On behalf of KPM INVEST LIMITED  
  
\*/Mrs. Athina Riala/  
\*/Mr. Kail Grigorij/



  
/Mr. Kail Grigorij/

**SERILNIT HOLDINGS LTD**

Registration Number HE 160036

(the "Company")

WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY

DATED 23<sup>rd</sup> DAY OF OCTOBER 2014

We, the undersigned, KAIL GRIGORIJ and KPM INVEST LIMITED, being the Board of Directors of the Company, do hereby take the following Resolutions, which Resolutions shall be deemed to be passed and adopted as of date hereof, all in accordance with the Articles of Association of the Company.

**WHEREAS** the Company intends to enter into a Shares Sale Purchase Agreement (hereinafter referred to as the "Agreement") to be concluded on or about the date hereof between the Company as the Seller and INDEX INFORMATICS LIMITED as the Buyer, pursuant to which the Company sell the Shares for 25,000 (twenty-five thousand) US Dollars, comprising 50% of the authorized share capital of the PALMER EQUITIES LIMITED, a company incorporated in British Virgin Islands, under the registration number 511582, whose registered office situated at Akara Bldg, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

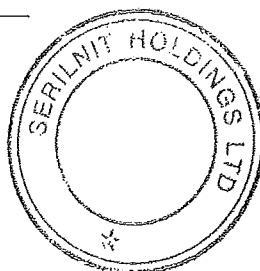
**WHEREAS** draft of the Agreement was carefully considered and the Director confirmed that he has a full understanding of their effects and implications and that the Director has no direct or indirect interest in any way in the matters resolved hereby which they are required of the Companies Law and the Company's Articles of Association to disclose.

**IT WAS RESOLVED AS FOLLOWS:**

1. **THAT** the terms and conditions of the Agreement, and the transactions contemplated thereby, be and are hereby approved, ratified and confirmed as being in the best interests of and to the advantage and commercial benefit of the Company and within the powers of the Company;
2. **THAT** the entering into, the execution and delivery of the Agreement and the performance by the Company of its obligations as contemplated therein and thereby in accordance with the terms and provisions thereof and hereby approved, ratified and confirmed as they will not contravene any agreement or obligation of the Company or any provision of the Memorandum and Articles of Association of the Company or any law, regulation, statute or statutory instrument applicable in Cyprus;
3. **THAT** the Directors, be and are hereby authorized by their signatures to execute and/or dispatch, on behalf of the Company in whatever manner required the Agreement, and affix on it the Company's corporate seal, as well as any other documents the Directors may deem in their absolute discretion useful or necessary to effect the transactions contemplated by the Agreement.

\_\_\_\_\_  
Mr. Kail Grigorij

Director



\_\_\_\_\_  
Mrs. Athina Riala

On behalf of KPM INVEST LIMITED

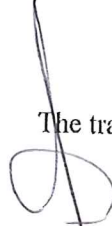
# PALMER EQUITIES LIMITED


## INSTRUMENT OF TRANSFER OF SHARES

We, SERILNIT HOLDINGS LIMITED of 205, Christodoulou Chatzipavlou, Louloupis Court, 2<sup>nd</sup> floor, flat/office 201, Limassol, Cyprus (Transferor) do hereby transfer to INDEX INFORMATICS LIMITED of 19-27, Wyndham, Wilson House, Office/Flat 1605, Central Hong Kong, Hong-Kong (Transferee) 25000 (Twenty-five thousand) shares with par value of US\$ 1.00 each numbered 25001 to 50000 in the undertaking called PALMER EQUITIES LIMITED to hold unto the said transferee, his executors, administrators and assigns subject to the several conditions on which we held the same at the time of the execution hereof and we the said transferee, do hereby agree to accept and buy the said shares subject to the conditions aforesaid.

As witness our hands this 23<sup>rd</sup> day of October, 2014.

The transferor

  
Mr. Kail Grigorij  
On behalf of SERILNIT HOLDINGS LIMITED

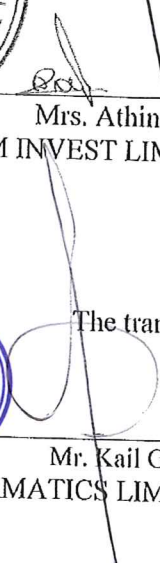
  
Mrs. Athina Riala  
On behalf of KPM INVEST LIMITED

.....  
Name:  
(Witness)



.....  
Name: **SASI MATHEW**  
(Witness) **HONG KONG**

The transferee

  
Mr. Kail Grigorij  
On behalf of INDEX INFORMATICS LIMITED

