



SHARE TRANSFER AGREEMENT FOR NEXTGENSELL

STRAWBERRYSOFT PTY LTD

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Cnr R40 and D725 Roads,
Mbombela, 1200



Daniel Slinda
Cnr R40 and D725
Roads, Mbombela,
1200

Mar 7, 2024

1. Daniel Slinda, CEO of NextGenSell, a subsidiary of StrawberrySoft Pty Ltd. (hereinafter referred to as "Transferor")
2. Issabella Ngomane (hereinafter referred to as "Transferee")
3. StrawberrySoft Pty Ltd, represented by Daniel Slinda, CEO (hereinafter referred to as "Company")

Background:

Transferor is the CEO of NextGenSell, a point of sales software company under StrawberrySoft Pty Ltd. Transferee desires to invest in NextGenSell by acquiring 15% of its shares, along with corporate power and a seat on the board.

Agreement:

1. Share Transfer: Transferor agrees to transfer 10% of the shares of NextGenSell to Transferee.
2. Investment Amount: Transferee agrees to pay a total amount of R10,700 (R10,000 for share investment and R500 for document preparation).
3. Payment: Transferee shall make the payment to StrawberrySoft Pty Ltd through bank transfer to the account details provided in the attached document titled "Bank Account Information."
4. Corporate Power and Board Seat: a. Transferee, upon acquiring the shares, shall be entitled to exercise corporate power commensurate with her ownership percentage (10%) of NextGenSell. b. Transferee shall also be granted a seat on the board of directors of NextGenSell, with full rights and responsibilities associated with the position.
5. Dividends: a. Transferee shall be entitled to receive dividends based on her ownership percentage (10%) of NextGenSell. b. Dividends shall be distributed monthly and calculated based on NextGenSell's monthly profits. Transferee shall receive a proportional share of the profits.

6. Representations and Warranties:

a. Transferor represents that it has the authority to transfer the shares and that the shares are free and clear of any encumbrances. b. Transferee represents that it has the necessary funds to make the investment. c. Company represents that it approves of this share transfer.

1.Governing Law: This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

2.Entire Agreement: This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

3.If the shareholder does not receive dividends for the first 3 months they are entitled to their whole balance

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

Transferor: _____ Daniel Slinda
Transferee: _____ Issabella Ngomane
Company: _____ Daniel Slinda, CEO of
StrawberrySoft Pty Ltd
Date of Agreement: _____
Witness: _____