

## Sales Agreement

THIS SALES AGREEMENT (the 'Agreement') dated this this 20 day of Feb, 2020.

**BETWEEN:**

Kudobuzz Inc,  
19 Banana Street, Accra - Ghana - 00233

*(the 'Seller')*

- and -

ExpressTech Systems  
780, 23A Cross, 8B Main  
HSR Layout, Sector 7, Bangalore, India 560102

*(the 'Purchaser')*

### 1. BACKGROUND

The parties wish to enter into a transaction for the sale and delivery of SEO Doctor Shopify app and related digital assets owned by Kudobuzz.

The following assets are linked with this business and are included in the sale:

- Copy of the code (NodeJS, PHP, HTML)
- Design of the Dashboard (no actual code)
- Creatives / Logos
- Domain
- Social Media Accounts/ Pages
- Sites Backup
- Database dumps (MongoDB, MySQL)
- Webmail for support email.
- Transfer of Code repositories (github, bitbucket etc)
- Transfer of Shopify Partner account.

and any other digital assets to “SEO Doctor” brand owned by Kudobuzz. (the 'Goods').

The seller will provide help to the support staff of ExpressTech Systems for 30 days after the date of purchase and have agreed to the following terms:

### 2. CONSIDERATION

FOR AND IN CONSIDERATION of the sum of 65,000 United state dollars (USD), the receipt of which from the Purchaser is hereby acknowledged, the Seller hereby sells

and transfers the Goods to the Purchaser. The Purchaser will pay by Paypal (via multiple invoices raised by the Seller).

Initial payment of 20,000 USD shall be made on Feb 20th, 2020, with the remainder to be paid as described in the Payment Schedule below.

Both parties acknowledge the sufficiency of this consideration. Further, the Purchaser agrees to pay any present or future taxes or additional costs associated with the sale of the Goods, including, but not limited to, sales, use, excise, or similar taxes. The Purchaser may avoid paying these costs upon providing the Seller with a valid tax exemption certificate.

### 3. PAYMENT SCHEDULE

The Purchaser will pay the Seller for the Goods at such time as the Purchaser receives the Goods from the Seller. The seller will raise 5 invoices as shown in the below table. The schedule for payment is given below.

S.No	Assets to be transferred	By Estimated Date	Installment Amount	Invoice Numbers
1	<ul style="list-style-type: none"><li>● Copy of the code (NodeJS, PHP, HTML)</li><li>● Design of the Dashboard (no actual code)</li><li>● Creatives / Logos</li></ul>	Feb 20 <sup>th</sup> , 2020	USD \$20,000 (One invoice)	TBD...
2	<ul style="list-style-type: none"><li>● Domain</li><li>● Social Media Accounts/ Pages</li><li>● Sites Backup</li><li>● Database dumps (MongoDB, MySQL)</li><li>● Webmail for support email.</li></ul>	Feb 20 <sup>th</sup> , 2020	USD \$20,000 (One Invoice)	TBD

3	<ul style="list-style-type: none"> <li>• Transfer of Code repositories (github, bitbucket etc)</li> <li>• Transfer of Shopify Partner account.</li> </ul>	Feb 20 <sup>th</sup> , 2020	USD \$25,000 (Two Invoices)	TBD
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#### 4. DELIVERY

The Purchaser will receive the Goods via digital means by transfer of ownership of various accounts. The seller will promptly transfer ownership by specifying the email address of Purchaser.

#### 5. RISK OF LOSS

The risk of loss from any damage or casualty to the Goods shall be transferred from the Seller to the Purchaser upon the receipt of the Goods by the Purchaser.

#### 6. WARRANTIES

The Seller warrants that:

1. The Seller is the legal owner of the Goods and has the legal right to dispose, bail, alienate and sell the Goods at their will.
2. The Goods are free of all liens and encumbrances.
3. The Seller covenants to defend the title of Goods against:
  - Any and all claims raised by other parties concerning ownership rights to the Goods.
  - Any and all demands raised by other parties with right to possession of the Goods.

The Seller warrants that the Goods will be fit their ordinarily intended purpose.

Notwithstanding the security interest created in this Agreement until the Seller is paid in full, the Seller warrants that the Goods are free from all security interests, liens, or encumbrances.

The Seller warrants that the Goods will be delivered free of the rightful claim of any person arising from patent or trademark infringement.

NOTWITHSTANDING ANY ABOVE WARRANTIES, THE SELLER MAKES NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) CONCERNING THE GOODS.

#### 7. TERM OF WARRANTIES

Any and all representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.

#### 8. INSPECTION

The Seller has provided the Purchaser with the opportunity to inspect the Goods at the time. In executing this document, the Purchaser has accepted the Goods in its present condition.

#### 9. REMEDIES

In the case of losses, damages, defective Goods, or similar matters, the Purchaser's remedy and the Seller's maximum liability shall be for the cost of the particular delivery for which losses or damages are claimed. This cost includes the Purchaser's payment for the Goods, in addition to any transportation costs the Purchaser has paid.

#### 10. CLAIMS

The Purchaser will be assumed to have accepted the Goods unconditionally unless notice of any claim is given within 10 days from the date of delivery.

#### 11. TITLE

Title to the Goods will be transferred from the Seller to the Purchaser at such time as the Purchaser receives the Goods from the Seller, or receives from the Seller an endorsed registrable bill of sale, or similar document of title.

#### 12. SECURITY INTEREST

The Seller retains a security interest in the Goods until the full payment is obtained from the Purchaser.

#### 13. DELAY OR FAILURE TO PERFORM

The Seller will not be liable for a delay in delivery due to causes beyond the Seller's

control, such as labor disturbances, transportation shortage, fires, accidents, and delays in receipt of materials. If, in the opinion of the Seller, the Goods cannot be delivered to the Purchaser within one month of the execution of this Agreement (due to reasons beyond the Seller's control), then the Seller reserves the right to terminate this Agreement by providing written notice to the Purchaser. In this situation, the Purchaser will receive a complete refund of all costs, as outlined herein.

#### 14. CANCELLATION

The Seller reserves the right to terminate this Agreement if the Seller deems in any way that the Purchaser has not or cannot supply adequate payment for the Goods. This includes, but is not limited to, situations such as the Purchaser's failure to pay for the Goods, and the Purchaser's insolvency or bankruptcy.

#### 15. NOTICES

The Seller and Purchaser agree that any communications required or permitted by this Agreement be given in writing. Such communications shall be given by either mail, electronic mail, facsimile or personal delivery to any of the parties to this agreement at the addresses listed below. In the event of a change in correspondence address, change in telephone number or other contact information, the parties agree to notify the other of such change in a timely manner. Should the communications occur by pre-paid registered mail, delivery will be deemed to have occurred three (3) business days following entry into the mail system.

#### 16. AMENDMENTS

This Agreement may only be amended or modified by a written instrument executed by both parties.

#### 18. GOVERNING LAW

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of Chhattisgarh, India.

#### 19. HEADINGS

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

#### 20. SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgment

of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

#### 21. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Seller and the Purchaser.

#### 22. COUNTERPARTS

This Agreement may be executed in counterparts.

#### 23. ASSIGNMENT

Any rights created by, or given within, this Agreement may be assigned by either party to a third party. However, duties, risks and obligations cannot be delegated to a third party without the prior written consent of all original parties to this agreement.

#### 24. FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the transaction between the Seller and the Purchaser. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Seller and the Purchaser acknowledge that they have relied upon their own inspection, investigation and judgment in entering into this Agreement.

Any rights created by, or given within, this Agreement may be assigned by either party to a third party. However, duties, risks and obligations cannot be delegated to a third party without the prior written consent of all original parties to this agreement.

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IN WITNESS WHEREOF the parties have executed this Sales Agreement on this Feb 20<sup>th</sup>, 2020.

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Witness:

\_\_\_\_\_  
Kena Amoah (Kudobuzz)

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Vikas Singhal (ExpressTech Systems)