

SHARE PURCHASE AND TRANSFER AGREEMENT ABOUT SHARES IN QUANTRON AG

between

Ev Dynamics (Holdings) Limited, a limited liability company registered in Bermuda under number 21699, and having its registered office at 46th Floor, United Asia Finance Centre, 333 Lockhart Road, Wanchai Hong Kong

- Seller -

and

Nordicon Group DMCC, a Free Zone Company incorporated under the laws of the United Arab Emirates, registration number DMCC157001, licence number DMCC-634515 with licence primary address at Unit No: 1403-28 Swiss Tower, Plot No: JTL-PH2-Y3A, Jumeirah Lakes Tower, Dubai, UAE

**- Buyer -
together - the parties -**

With acceptance and acknowledgement of

Quantron AG, with its registered seat in Gersthofen, registered with the commercial register of the local court of Augsburg under HRB 33816

- "Quantron" or the "Company" -

Preliminary note

- (A) **QUANTRON AG**, with its registered office in Gersthofen ("**Company**"), has entered in the commercial register of Augsburg Local Court under HRB 33816. The share capital of the Company amounts to EUR 66,099.00 (Sixty-Six Thousand Ninety-Nine Euros) and is divided into 66,099 (Sixty-Six Thousand Ninety-Nine) no-par value registered shares.
- (B) All shares of the Company are registered shares. No single or multiple certificates have been issued in respect of these shares.
- (C) The full text of the Company's current Articles of Association is fully known to the parties.
- (D) Ev Dynamics (Holdings) Limited intends to sell and transfer 3,238 (Three Thousand Two Hundred Thirty-Eight) registered shares to the Buyer and received EUR500,000 from the Buyer on 9 November 2022 as part of the considerations.

§ 1 Sale and transfer of shares, condition precedent, profit participation right

1.1 The Seller hereby sells 3,238 (Three Thousand Two Hundred Thirty-Eight) of Quantron AG with all ancillary rights (hereinafter referred to as "Quantron Shares") to the Buyer with legal and economic effect as of the date of sale.

1.2 The closing date for the sale is November 23, 2022.

1.3 The sale of the Quantron Shares extends to all claims and other rights associated with the shares, including the profit entitlement for the profits of the Company for the financial year 2021 and previous financial years, if and to the extent that no profit distribution resolutions

have been passed for these by the date of the occurrence of the condition precedent.

§ 2 Purchase price

2.1 The purchase price for the shares sold is

EUR 5,635,000

(Five Million Six Hundred Thirty-Five Thousand Euros).

Payment schedule

1. EUR 500,000 (Five Hundred Thousand Euros) have been paid on 9 November 2022.
2. EUR 5,135,000 (Five Million One Hundred Thirty-Five Thousand Euros) shall be paid after the conclusion of this agreement within 20 (Twenty) working days.

Parties agree for the purchase price to be transferred to the bank account of the Shareholder

Details of the bank account of the Buyer:

Account Name: Ev Dynamics (Holdings) Limited

Bank: Hang Seng Bank Limited

Bank Address: 83 Des Voeux Road Central, Hong Kong

Bank account number: 210-119616-883

SWIFT: HASEHKHH

Details of the bank account of the Buyer:

Account Name: NordiconGroup DMCC

Bank: Emirates NBD

Bank Address: Ground Floor, CNBC Building 7, Dubai Media City - Dubai

Account: 0515561277703

IBAN: AE080260000515561277703

SWIFT: EBILAEAD

Guarantees of the seller

2.2 The Seller warrants to the Buyer that the Quantron Shares are free and unrestricted property and are not encumbered with any encumbrances, such as, in particular, liens, rights of use or similar rights of third parties. With the exception of the restrictions on transferability set out in the Company's Articles of Association, the shareholder has unrestricted power of disposal.

2.3 Furthermore, the Seller shall not be liable to the Buyer in any way whatsoever under the present purchase agreement, neither for warranty nor for damages, nor for any reduction in the true value, nor for any other possible basis for claims.

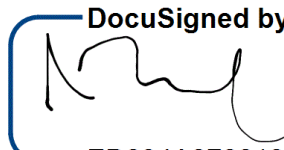
2.4 The limitations of liability pursuant to the provisions of this § 3 shall not apply in the event of wilful or fraudulent conduct on the part of the Seller.

§ 3 Final provisions

3.1 Subsidiary agreements and amendments to this agreement must be made in writing to be legally effective. This applies in particular to the cancellation of the formal agreement. Verbal subsidiary agreements to this agreement do not exist.

3.2 Should any provision of this agreement be or become invalid, this shall not affect the validity of the other provisions of this agreement. The invalid provision shall be re-placed by a legally permissible provision that comes as close as possible to the meaning and purpose of the invalid provision.

3.3 All ancillary rights relating to this agreement is subject to the law of the Federal Republic of Germany. The place of jurisdiction is Augsburg.

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On behalf of Ev Dynamics (Holdings) Limited, 23.11.2022



On behalf of Nordicon Group DMCC, 23.11.2022

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On behalf of Quantron AG, 23.11.2022