





**HERMANS & SCHUTTEVAER**  
NOTARISSEN ADVISIEURS NOTAIRES

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Ref: SSU/MPR (17 December 2021.1)

Dos: 2021.3979.01



TRANSFER OF SHARES



This twenty-fourth day of December two thousand twenty-one before me, Sabine van Suijdam, Civil law Notary ("*notaris*") in Amsterdam, the Netherlands, hereinafter referred to as: "Notary", personally appeared:

employed and domicile chosen at the office of me, civil-law notary, the Netherlands on the \_\_\_\_\_  
nundrea and ninety-four, \_\_\_\_\_

acting herein in her capacity as attorney in fact authorised to represent: \_\_\_\_\_  
1. \_\_\_\_\_

2. TECNOSYSTEM SRL, a company incorporated under the laws of Italy, having its corporate seat in Napoli, Italy, and offices at Napoli (NA), Viale Antonio Gramsci 17/B CAP, 80122, Italy, registered with the Registro Imprese under number 08988141217, hereinafter referred to as: the "Transferee";

3. Assloma B.V., a private company with limited liability, having its corporate seat in Amsterdam, the Netherlands, and offices Amsterdam, the Netherlands. registered with the Trade Register of the Chamber of Commerce under r \_\_\_\_\_ hereinafter referred to as: the "Company".

The person appearing, acting as aforesaid, made the following statements: \_\_\_\_\_

PURCHASE, SALE AND TRANSFER.

Article 1. \_\_\_\_\_  
The Transferor has sold and hereby transfers to the Transferee, who has purchased and hereby accepts from the Transferor: \_\_\_\_\_  
one million (1,000,000) shares, with a nominal value of one Euro (€ 1.00) each, numbered 1 up to and including 1,000,000, representing the entire issued share capital of the Company and hereinafter referred to as: the "Shares", to the Transferee. \_\_\_\_\_  
The aforesaid agreement of sale has not been recorded in writing.

PURCHASE PRICE AND PAYMENT.

Article 2. \_\_\_\_\_  
1. The purchase price for the Shares is one Euro (€ 1.00). \_\_\_\_\_  
2. The purchase price has been paid by the Transferee to the Transferor. \_\_\_\_\_  
3. The Transferor hereby grants discharge to the Transferee for payment of the purchase price. \_\_\_\_\_

ACQUISITION BY TRANSFEROR.

Article 3. \_\_\_\_\_  
The Shares were acquired by the Transferor by issue at time of incorporation of the Company, by deed of incorporation executed on the sixth day of July two thousand twenty before \_\_\_\_\_

RESTRICTIVE PROVISIONS.

Article 4. \_\_\_\_\_









The Transferor is the sole shareholder of the Company and they herewith acknowledges – that the share transfer restrictions included in the articles of association of the Company – being a right of first refusal - have been observed in respect of the transfer of the Shares – as set out in this deed.

**COSTS.**

Article 5.

The costs of this deed shall be for the account of the Company.

**ENTITLEMENT.**

Article 6.

The Shares and all rights and obligations attached thereto, including all dividends and other distributions, shall be for the account and at the risk of the Transferee as from today.

**WARRANTIES.**

Article 7.

The Transferor gives the following guarantees to the Transferee:

- a. the Transferor is authorized to sell and transfer the Shares;
- b. the Shares constitute the entire issued capital of the Company;
- c. a title is transferred to the Transferee which is unconditional, not subject to cancellation, and free from attachments and restrictive rights;
- d. there are no option rights or other rights by virtue of which claims can be made on transfer of one or more of the Shares or restrictive rights thereto by third parties;
- e. no depositary receipts for shares of the Shares have been issued;
- f. the Shares are not shares in a real-estate company referred to in section 4 of the Transfer Tax Ordinance;
- g. the Company is not involved in the course of procedure leading to a merger as referred to in section 2:309 of the Dutch Civil Code;
- h. the Company has never been involved in a division as referred to in section 2:334a of the Dutch Civil Code as a company subject to division or as a transferee company.

**APPLICABLE LAW.**

The agreement laid down in this deed, its interpretation and its consequences are construed and governed exclusively by Dutch law.

**ACKNOWLEDGEMENT.**

The Company hereby acknowledges the transfers of the Shares as recorded in this deed – and the Company ensures that said transfers and the acknowledgement thereof shall – forthwith be entered in its register of shareholders.

**POWERS OF ATTORNEY.**

The powers of attorney have been issued in writing. A copy of the documents concerned – shall be appended to the original of this deed.

**FINAL STATEMENTS.**

This deed, drawn up in one original copy, was executed in Amsterdam, the Netherlands, – on the date first before written.

The person appearing is known to me, Notary.

I, Notary, have determined the identity of the person appearing by means of a document – designated for that purpose.

After the substance of this deed had been made known and explained to the person – appearing, she declared that she had noted the contents of this deed timely before its – execution, agreed to its contents and did not require it to be read out in full.

Subsequently, after a partial reading in accordance with the law, this deed was – immediately thereupon signed by the person appearing and by me, Notary.

## Cessione di quote sociali

Con la presente scrittura privata i sottoscritti:

Il Sig. \_\_\_\_\_ nato a \_\_\_\_\_ e residente in \_\_\_\_\_  
cittadino \_\_\_\_\_  
italiano, in qualità di amministratore e legale rappresentante della Società  
seguito chiamato "cedente";

La Sig.ra \_\_\_\_\_ nata a \_\_\_\_\_  
cittadina italiana, in qualità di amministratore  
unico e legale rappresentante della Società TECNOSYSTEM SRL, di seguito chiamata "acquirente";

si conviene e si stipula quanto segue:

## Articolo 1

Il Sig. \_\_\_\_\_ in qualità di socio unico della Società  
\_\_\_\_\_ in qualità di amministratore unico e legale rappresentante della Società  
TECNOSYSTEM SRL, che acquista, il 100% del pacchetto azionario della società "ASSIOMA B.V." con  
sede legale in Amsterdam, Kingsforweg \_\_\_\_\_  
Capitale sociale di Euro 1.000.000,00 interamente versato, iscritta al Registro  
delle Imprese di Napoli al N \_\_\_\_\_

## Articolo 2

Le quote oggetto del trasferimento con la presente scrittura sono cedute ed acquistate  
rispettivamente, nello stato in cui attualmente risultano dai libri sociali. In particolare i cedenti  
dichiarano che le quote cedute sono di loro proprietà e disponibilità, libere da pesi, sequestri,  
pignoramenti, vincoli, privilegi ed oneri o altri vincoli di sorta, obbligandosi per l'evizione. Gli  
effetti della cessione sono riferiti, per quanto riguarda il godimento delle quote cedute, al giorno  
31/12/2021.

## Articolo 3

Il prezzo della presente cessione è stato tra le parti, d'accordo, così convenuto:

Euro \_\_\_\_\_ per la cessione di cui al punto superiore Articolo 1;  
il cedente dichiara di ricevere contestualmente alla presente scrittura privata le somme pattuite e  
pertanto ne rilascia ora ampia e finale quietanza liberatoria con dichiarazione di non aver null'altro  
a pretendere per le fatta cessione.

In particolare, l'acquisto seguirà il seguente timing:

- Euro \_\_\_\_\_ on bonifico bancario all'accettazione della proposta;
- Euro \_\_\_\_\_ entro e non oltre il 05/07/2021;
- Euro \_\_\_\_\_ entro e non oltre il 15/07/2021;
- Euro \_\_\_\_\_ entro e non oltre il 31/07/2021;



- Euro : entro e non oltre il 30/09/2021;
- Euro : entro e non oltre il 30/10/2021;
- Euro : entro e non oltre il 30/11/2021;
- Saldo entro il 31/12/2021.



#### Articolo 4

Il cedente e l'acquirente chiedono che la cessione di quota su richiesta di una delle parti sia annotata a cura dell'organo amministrativo nel libro dei soci dietro esibizione dell'avvenuta registrazione presso il Registro Imprese. **Valga la sottoscrizione alla presente scrittura quale richiesta di trascrizione da parte della cedente e dell'acquirente.**



#### Articolo 5

Le spese di redazione e registrazione della presente scrittura, se effettuata, sono a carico della società acquirente.

Napoli, 24/06/2021

