

## SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “Agreement”) made and entered into as of the \_\_\_\_\_, 2017 by and between Cerasus, Ltd., a company organized and existing under the laws of Japan, having its principal place of business at \_\_\_\_\_ (“Purchaser”) and Rose, Inc., a company organized and existing under laws of the \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (“Seller”),

WITNESSETH:

WHEREAS, Seller owns all of the issued and outstanding shares of XYZ Computer, Inc., a company organized and existing under laws of the State of New York, having its principal place of business at \_\_\_\_\_ (the “Company”); and

WHEREAS, Purchaser desires to purchase, and Seller desires to sell, the Shares on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is hereby agreed upon by and between parties as follows:

### Article 1 DEFINITIONS

1.1 “Closing” means the consummation of the purchase and sale of the Shares provided for in this Agreement.

1.2 “Shares” mean all of the issued and outstanding share of the Company’s common

stock, \$\_\_\_\_\_ par value per share.

### Article 2 SALES AND PURCHASE OF THE SHARES

2.1 Sales of Shares: Subject to the terms and conditions set forth in this Agreement, upon the Closing as provided in Article 6, Seller shall sell to Purchaser and Purchaser shall purchase the Shares, including all rights and obligations attached thereto, in particular, but not limited to all rights to receive dividends and profits not yet distributed.

2.2 Price: The total purchase price payable by Purchaser for the Shares (the “Purchase

Price”) shall be US \$\_\_\_\_\_.

2.3 Payment Method: The payment of the Purchase Price shall be made by bank wire or electronic funds transfer to an account designated by Seller pursuant to written payment instructions provided by Seller.

### Article 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller: Except as set forth in Exhibit I, Seller hereby represents and warrants to Purchaser that:

(i) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New York;

(ii) Seller has full power and capacity to enter into and perform this Agreement, and this Agreement constitutes valid and binding obligation of Seller enforceable in accordance with the terms and conditions hereof;

(iii) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of New York;

(iv) The Shares are validly issued and outstanding, fully paid and non-assessable;

(v) Seller is the sole, true, and lawful owner of 100% of Shares, and has full legal power to sell and transfer the Shares and has good and marketable title thereto, free and clear of all liens, encumbrances, restrictions, conditions, and covenants of any kind;

(vi) The balance sheet and income statement attached and incorporated by this reference as Exhibit II (the “Financial Statements”), have been prepared in accordance with generally accepted accounting principles in the US, applied on a consistent basis with those of prior periods, and are true and accurate statements of the financial condition of the Company as of \_\_\_\_\_, 2017, and the period then ended;

(vii) Exhibit III contains a complete and correct list of all real estate, business premises and sites owned and/or leased by the Company;

(viii) The Company has duly and properly filed all tax returns required by any jurisdiction to which it is subject, and has paid all taxes which have become due and payable;

(ix) There is no material contamination of soil and/or ground water and/or air by any toxic and/or hazardous substances on the business premises owned and/or leased by the Company; and

(x) There are no material suits or proceedings against the Company pending or threatened in any court or before any regulatory commission board or other governmental or administrative

agency.

3.2 Representations and Warranties of Purchaser: Purchaser hereby represents and warrants to Seller that:

(i) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Japan; and

(ii) Purchaser has full power and capacity to enter into and perform this Agreement, and this Agreement constitutes valid and binding obligation of Purchaser enforceable in accordance with the terms and provisions hereof.

3.3 Representations and Warranties at Closing: All of the representations and warranties set forth in this Article 3 shall continue to be true and correct at the time of the Closing with the same effect as though then made.

#### Article 4 COVENANTS OF SELLER

Between the date of this Agreement and the Closing, unless Purchaser has given its prior written consent, Seller shall:

(i) cause the Company to conduct its business in all aspects only in the ordinary course of business; and

(ii) not cause the Company to conduct certain transactions set forth in Exhibit IV.

#### Article 5 CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions Precedent to Obligations of Purchaser: The obligations of Purchaser under this Agreement shall be subject to the fulfillment of all of the following conditions:

(i) Each of the representations and warranties by Seller set forth in Article 3.1 shall be true and correct on and as of the Closing; and

(ii) All covenants of Seller set forth in Article 4 shall have been fully completed and performed in all material respects.

5.2 Conditions Precedent to Obligations of Seller: The obligations of Seller under this Agreement shall be subject to the fulfillment of the following condition:

Each of the representations and warranties by Buyer set forth in Article 3.2 shall be true and correct on and as of the Closing.

5.3 Other Conditions Precedent: The obligations of Purchaser and Seller under this Agreement shall be also subject to the fulfillment of the following condition:

Relevant anti-trust authorities have approved sale of Shares.

## Article 6 CLOSING

6.1 Date and Place: The Closing shall take place in \_\_\_\_\_, on \_\_\_\_\_, 2017, at \_\_\_\_\_, at the office of \_\_\_\_\_, or on such other date or places as the parties may agree in writing.

### 6.2 Actions to be taken at Closing:

#### 6.2.1 Seller shall deliver to Purchaser:

- (i) the certificates for the Shares to be sold to Purchaser at the Closing; and
- (ii) the documents referred to in Exhibit V.

#### 6.2.2 At the Closing, Buyer shall submit to Seller:

- (i) a certificate by a bank to the effect that Seller has transferred the Purchase Price to the account designated by Seller; and
- (ii) the documents referred to in Exhibit VI.

## Article 7 INDEMNITY

7.1 Indemnity: In the event of any breach or non-fulfillment by Seller of any obligation of Seller under this Agreement, in particular of the representations and warranties made pursuant to Article 3, Seller shall indemnify Purchaser against all actions, claims, losses, damages and liabilities.

7.2 Amount: The aggregate liability of Seller under this Agreement shall not exceed US \$\_\_\_\_\_.

7.3 Time: All claims of the Purchaser on the indemnification set forth in Article 7.1 shall be made within \_\_\_\_\_ years after the Closing.

## Article 8 NON-COMPETITION

For a period of \_\_\_\_\_ years after the Closing, Seller shall not, directly nor indirectly, compete with the current business of the Company or, establish or purchase any business which competes with the current business of the Company.

## Article 9 CONFIDENTIALITY AND PRESS RELEASE

9.1 Confidentiality: Each party agrees that (except as may be required by law) it will not disclose or use, and it will cause its officers, directors, employees, representatives, agents, and advisers not to disclose or use any confidential information received from the other party

in connection with the transaction contemplated by this Agreement. If the transaction hereunder is not consummated, each party will promptly return to the other party all documents, contracts, records or properties received from the other party in connection therewith.

9.2 Release: Neither party hereto will issue any press release or make any other public announcement relating to the transactions contemplated by this Agreement without the prior written consent of the other party hereto.

#### Article 10 TERMINATION

10.1 This Agreement may be terminated:

- (i) by mutual written consent of Seller and Purchaser;
  - (ii) by Purchaser, if any of the conditions set forth in Article 5.1 shall not have been fulfilled on or prior to the date specified for fulfillment thereof, or shall have become incapable of fulfillment;
  - (iii) by Seller, if any of the conditions set forth in Article 5.2 shall not have been fulfilled on or prior to the date specified for fulfillment thereof, or shall have become incapable of fulfillment;
- or
- (iv) by Purchaser or Seller, if any of the conditions set forth in Article 5.3 shall not have been fulfilled on or prior to the date specified for fulfillment thereof, or shall have become incapable of fulfillment.

#### Article 11 GENERAL PROVISIONS

11.1 Costs and Expenses: Each party shall be responsible for and shall pay its own costs and expenses, including attorneys' fees and accountants' fees and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and performance of their obligations hereunder.

11.2 Governing Law: This Agreement shall be governed and construed by the law of the State of New York without reference to principles of conflicts of law.

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

Cerasus, Ltd.,

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Rose, Inc.

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