

**SALE OF SHARES / "SEAT" AGREEMENT**

**KNOW BY ALL MEN BY THESE PRESENTS:**

This **"SEAT SHARING" AGREEMENT** is made and entered into this 2021 and between:

KAGPHATECH, a corporation existing under the laws of the Philippines, with postal address at Unit 3003 30th floor Discovery Suites Manila 25 ADB Ave, Ortigas Center, Pasig, 1600 Metro Manila, represented herein by its Director, AOI IKEDA, hereinafter referred to as **"FIRST PARTY"**

- and -

\_\_\_\_\_ a company organized and existing  
under th \_\_\_\_\_, with its head office located  
at \_\_\_\_\_  
\_\_\_\_\_

herein referred to as **"SECOND PARTY"**;

**WITNESSETH - That**

**WHEREAS**, the **FIRST PARTY** is offering to sell its seat sharing contract and the **SECOND PARTY** is willing to buy the same and mutually agree to enter into a sale of one "one (1) seat" share of the seat sharing contract.

**WHEREAS**, the **FIRST PARTY** hereby sells, assigns, transfers, conveys and delivers its rights, title and interest to the **SECOND PARTY**, his successors and assigns, and the **SECOND PARTY** hereby acquires and accepts "one (1) seat" of the seat sharing contract.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the **FIRST PARTY** and the **SECOND PARTY** mutually agree on the following terms and conditions as follows:



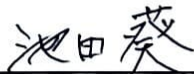
1. **INVESTMENT PRICE:** - The purchase price of "one (1) seat" is JPY 3,000,000. The SECOND PARTY shall remit the said purchase price by wire transfer to the account/s designated by the FIRST PARTY.
2. **REQUIREMENTS** - Upon the terms and subject to the conditions of this Agreement, in case the SECOND PARTY is a corporation or any juridical person, the SECOND PARTY shall deliver to the FIRST PARTY copies of the board resolutions authorizing and approving the transactions contemplated by this Agreement.
3. **BUY BACK AGREEMENT** - The FIRST PARTY has the right to buy back the seat share sold to the SECOND PARTY after the period of three 3 years. In this case, the FIRST PARTY agrees to give incentives in the purchase price at the rate 16% per annum in a period of three 3 years, after which the FIRST PARTY may exercise its option to buy back the seat share at its purchase price of "one (1) seat" share of JPY 3,000,000. It is understood that the seat share agreement shall not be pre-terminated during the three 3 years period.
4. **ASSIGNMENT-** Any party in this agreement may assign its rights and interest to any third persons provided that a prior written consent is given to the other party. It understood that such assignment shall not be permitted if it would delay or impair the consummation of the transactions contemplated herein. Provided, further, that no such assignment shall relieve the assigning party of any of its obligations hereunder.
5. **PARTIES IN INTEREST** -This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their assigns, any legal or equitable rights hereunder.
6. **ENTIRE AGREEMENT** - This Agreement (including the Schedules and Exhibits attached hereto or delivered in connection herewith) constitutes the entire agreement among the parties herein. Any amendments thereto related to any of its provisions

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shall form part of this agreement and supersedes the written, oral or implied understandings among the herein parties.

7. **AMENDMENT AND MODIFICATION** - This Agreement may not be amended except by an instrument in writing signed by the **FIRST PARTY** and the **SECOND PARTY**.
8. **WAIVER** - Any terms or conditions of this Agreement may be waived at any time by the **FIRST PARTY** and the **SECOND PARTY** but only in writing signed and conformed by herein parties.
9. **SEPARABILITY CLAUSE**- should any provision of this contract be declared by any court or other authorized government agency to be null and void, the nullity thereof shall not affect the validity of this transaction or any other provision herein which shall then be considered as valid and binding between parties.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures, this \_\_\_\_\_ at Unit GF-A&2 -CD, Seibu Tower, 24<sup>th</sup> Street, 6<sup>th</sup> Avenue, Bonifacio Global City, Philippines.



\_\_\_\_\_  
**AOI IKEDA**

**FIRST PARTY**

\_\_\_\_\_  
**SECOND PARTY**