

SALES AND PURCHASE AGREEMENT

This Sales and Purchase Agreement (this "Agreement") is entered into as of the 17 September, 2018, by and between:

1. **Tanibox OÜ**, a company incorporated under the law of Estonia having its registered principal office at Narva mnt 5, Tallinn, Estonia, in this matter represented by Asep Bagja Priandana in his capacity as a Director. (Hereinafter referred to as "**Seller**")
2. **InnoIQ Kft**, a company incorporated under the law of Hungary having its registered principal office at Hungary, H8200, Veszprém, Vécsey str. 8/O, in this matter represented by Kornél Fülöp in his capacity as a Director. (Hereinafter referred to as "**Buyer**")

(The Seller and the Purchaser are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS, Seller is the holder of TANIA Software property rights.

WHEREAS, Seller is the Holder of TERRA Device property rights.

WHEREAS, Seller owns certain Goods, as defined above, and Seller desires to sell such Goods under the terms and conditions set forth in this Agreement; and

WHEREAS, Buyer desires to purchase the Goods offered for sale by Seller under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

Article 1
Sale of Goods

Seller agrees to sell, transport and deliver to Buyer, and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Goods"):

TERRA

Description of Goods	Price
Weather Station	699 €/device
Soil Condition Sensor	299 €/device
Water Condition Sensor	299 €/device
Automatic Relay/Valve	89 €/device

Buyer agreed to purchase 1.200 set of above goods which worth 1,663,200 €.

TANIA

Description of Goods	Price
Farm Monitoring Dashboard	190 €/year
Farm Management System	225 €/year
Agronomist-as-a-Service	392 €/year

Buyer agreed to purchase 1.200 set of above goods which worth 1,936,800 € for 2 (two) years.

The first shipment will start in January 2019.

Article 2
Purchase Price

Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of 3,600,000 € .



Unless otherwise stated, Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.

Article 3

Payment

Seller shall invoice Buyer upon the shipment of the Goods. Unless otherwise stated, payment for the Goods is due within 3 (Three) days of the date of Seller's invoice, which date will not be before the date of Seller's delivery of the Goods.

Article 4

Delivery

Seller shall ship the Goods to Buyer at the following address: Hungary, H8200, Veszprém, Vécsey str. 8/O. Seller will pay for any shipping costs.

Article 5

Risk of Loss

Title to and risk of loss of the Goods shall pass to Buyer upon shipment of the Goods in accordance with this Agreement.

Article 6

Right of Inspection

Buyer shall be allowed to examine the Goods once received and shall do so within 3 (three) days after the receipt of the Goods. In the event that Buyer discovers any damages, shortages or other nonconformance of the Goods, Buyer shall notify Seller within 5 (five) days after receipt of the Goods, specifying the basis for its claim. Failure to notify Seller by such date shall constitute an acceptance of delivery of the Goods as is. In the event the Goods are non-conforming, Buyer may at its option:

- return the Goods for a replacement, at Seller's expense
- return the Goods at Seller's expense for a credit of the full purchase price on future transactions with Seller
- return the Goods at Seller's expense for a full refund of the purchase price



The above shall be the sole remedy of Buyer and only obligation of Seller with respect to any non-conforming Goods.

Article 7

Warranties

Buyer acknowledges that it has not relied on, and Seller has not made, any representations or warranties with respect to the quality or condition of the Goods, and it is purchasing the Goods on an "as is" basis. Seller expressly disclaims all warranties, whether express or implied, including any implied warranty of merchantability or fitness.

Article 8

Security Interest

Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

Article 9

Seller Representations and Warranties

Seller warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance. Seller warrants that there are no outstanding titles or claims of title hostile to the rights of Seller in the Goods.

Article 10

Force Majeure

Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.