

1. GENERAL PROVISIONS

1.1 The Share Sale and Purchase Agreement is the main circulation form of equity securities.

1.2 USA laws general requirements, which in compliance, is required for the transaction recognition as the one legally binding, the special provisions established for any transactions with securities, are applied to Share Sale and Purchase Agreement

1.3 Both individuals and legal entities, but given USA law restrictions, are entitled to buy shares.

2. TERMS AND DEFINITIONS

The following terms (words and phrases), used in the Agreement text with a capital letter for interpretation and proper obligations fulfillment by the Parties, have the following meanings, unless otherwise expressly agreed by the current Agreement or directly from its context:

2.1 "Shares" means an indivisible unit of capital, expressing the ownership relationship between the company and the shareholder with its par value, provided in the Agreement

2.2 «Encumbrance» means shares possession, use, and disposal restrictions, as well as restrictions on their use and disposal rights, related to the Shares as well as the third parties' rights relative to the Shares due to certain shares part being arrested, pledged or subject to any preemptive right regime.

2.3 «Applicable Law» means the USA law and legislation;

2.4 Agreement - means Shares purchase agreement between the Seller and the Buyer, on the current Agreement terms basis.

3. AGREEMENT SUBJECT

The current shares sale and purchase agreement (hereinafter referred to as the «Agreement») is signed between:

Company Watford LLC , a legal entity, established and acting in accordance with USA legislation, which registered office is

located at: [REDACTED], represented by Richard Watford, acting on ownership basis, hereinafter referred to as the «Seller», on the one hand, and Buyer, by an individual, acting on his own interests basis in accordance with USA legislation, living at the address: [REDACTED], Hereinafter referred to as the «Buyer», on the other hand, signed the current Agreement as follows:

3.1. The Seller sells, while the Buyer buys ordinary registered shares within the current Agreement terms, MarijuanaDiet with a nominal value of 16.305 USD in the amount of 100 pieces.

4. PAYMENT PROCEDURE

4.1. The buyer pays for securities at the price 16.305 dollars per share

for a total of 1630.50 dollars.

4.2. Payment for shares shall be made within 1 day after the current Agreement signing by transferring the Buyer's funds to the Seller's bank account or by depositing cash in the manner, established for cash settlements.

4.3. Share Purchase Agreement is signed by the Buyer with Watford LLC and one of its 4 (four) subsidiaries:

- Goldminebmd
- Nmwenergy
- EDV-Recycling
- Marijuana-diet

Watford LLC is the Shares seller.

4.4. The funds receipt date
2020/08/29.

5. PARTIES' OBLIGATIONS

5.1. Seller agrees:

5.1.1. Issue a transfer order to the Buyer for the alienation of the shares, provided in clause 3.1 at the current Agreement signing date to register the current transaction in the shareholder's registration maintenance system.

5.2. The Buyer agrees to:

5.2.1. Pay for the shares purchased, specified in clause 4.1 of the current Agreement in the manner and within the periods, specified in clause 4.3 of the current Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 Parties' authority statements:

- each of the Parties is duly registered and carries out own activities
- legally by the Applicable Law, each Party is entitled to sign and comply with the Agreement terms, as well as the bargains fulfillment, prescribed by the current Agreement;
- none Party has got the obligations to third parties, including public authorities and local authorities, which impede the Agreement signing or the fulfillment of the obligations by such Party, established by the current Agreement;
- persons, who signed the Agreement, have got the required powers for this, drawn up by the Applicable Law's requirements.

6.2 Data lack statement:

- none Party (nor its affiliates or dependent parties) at the Agreement signing date is aware of the data, either are or may be the basis for the Agreement or its provisions recognition as invalid, failed to be signed or not having legal force for any reason;
- none Party (nor its affiliates and / or dependent parties) at the Agreement signing date, is aware of any violations of the Applicable Law, business practices, any other rules and regulations, made by any of the Parties, while signing the current Agreement and capable to influence the obligations fulfillment legitimacy or completeness, assumed by each Party within the current Agreement.

6.3 Data reliability guarantees.

Each Party guarantees the other Party to provide reliable data, specified by such Party in the Agreement. Any Party's claims related to the data inaccuracy, provided by such Party to the other Party when or due to the current Agreement signing, are fully prohibited.

6.4 Litigation

The Seller both declares and warrants at the Agreement signing date, that he does not hold, intend and threaten a judicial, arbitral or administrative proceeding or other dispute, related to the Seller and/or the Purchased Shares, which either in each individually or together would negatively impact the Agreement signing, legitimacy and the obligations fulfillment within the current Agreement, as well as entailing the rights contestation to the Acquired Shares of both the Seller and the Buyer or restrict the Seller's ability to buy and dispose of own shares, and Buyers' opportunity to own shares transferred to him.

7. PARTIES' RESPONSIBILITY

7.1. The Seller is entitled to demand the Buyer to pay the penalty in the amount of 0% of the amount failed to be timely paid for each delay day for payment deadline violation by the Buyer within the current Agreement terms, provided for in clause 4.2 of the current Agreement.

7.2. The Seller is entitled to unilaterally terminate the Agreement and demand the Buyer to compensate for losses, including lost profits in case of the payment deadlines violation by over 1 day

7.3. The Parties shall be liable by the USA applicable laws in the event of default or improper performance by the Parties of other obligations, provided for in the current Agreement.

8. DISPUTES SETTLEMENT

8.1. The Parties will try to resolve all the disputes and disagreements, which may arise from the current Agreement or due to its signing, through negotiations.

8.2. The disputes should be resolved by applicable law if the Parties failed to resolve such disputes themselves.

9. PRIVACY

9.1 Confidentiality guarantee

The Seller undertakes to maintain confidentiality concerning the current Agreement existence and to use any Agreement data or information, related to its signing and fulfillment, for the purposes provided in the current Agreement only.

9.2 Confidential data disclose right

Experts, consultants and employees, whose consultation is reasonably required due to the current Agreement signing or in order to facilitate the implementation, fulfillment and / or compliance with the Agreement obligations, provided that the disclosing Party requires persons, whom the current data are disclosed to, to maintain confidentiality such a way, as if they were such Party; or:

- upon getting the other Party's written consent;
- if the disclosure is required by the Applicable Law;

However, each Party will make every reasonable effort and consult with the other Party, as well as take into account the reasonable requirements about disclosure before the relevant data disclosure.

9.3 Publicity

No statement, advertisement, or other publicity due to the current Agreement subject will be carried out by the Seller until the Agreement termination without the Buyer's approval (and such approval provision can't be unreasonably rejected or delayed).

10. OTHER TERMS

10.1. The current Agreement shall enter into force from its signing date by the Parties and is valid until the Parties fully fulfill their obligations.

10.2. The Agreement may be terminated ahead of schedule by the Parties' written agreement, as well as on other grounds, established by USA and Agreement applicable laws

10.3. All changes and additions to the current Agreement are its integral part, valid if being made in writing and signed by each Party.

10.4. This Agreement has been executed in two duplicate originals, and each Party has received one duplicate original.

10.5. The Parties shall be governed by the USA applicable laws in all other respects, failed to be provided for by the current Agreement.

11. PARTIES' DETAILS

Seller

Company name: Watford LLC



watford
(signature, stamp)*



Buyer

Full name: Reena Singh



Parent company details:

Name of company: Watford LLC



watford
(signature, stamp)*

