

**QUOTA SALE & PURCHASE AGREEMENT**

**THIS AGREEMENT** is made this 15th day of April 2021

**BETWEEN**

- **COMDATA SpA**, a company duly established and existing under the laws of Italy, with Registration Number No.07790430966 having its registered address at: Via Sebastiano Caboto 1, Corsico, Milano, Italy, duly represented by Massimo Canturi , by means of Board Resolution of 12th February 2021 (hereinafter referred to as the "**Purchaser**");
- **SESTANTE HOLDING SRL**, a company duly established and existing under the laws of Italy, with Registration Number No.09885160961, having its registered address at: Via Cervia 31, Milano, Italy, duly represented by Ms Enida Shehaj, (hereinafter referred to as "**Vendor**");

(the Vendor and the Purchaser are collectively the "**Parties**" and either one of them shall be referred to as a "**Party**").

**WHEREAS:**

- A. The Vendor and the Purchaser are shareholders of "Comdata Albania" Shpk, an Albanian legal entity established and organised in the form of a limited liability company, registered in the Albanian Commercial Register with registration number NUIS: L81605038L with legal seat in Tirana at the address: Street "Janos Hunyadi", nr.20, Njesia Bashkiane nr.5, Tirana, Albania (the "**Company**").
- B. The Vendor is the owner of a quota representing 15% of the capital of the Company and the Purchaser is the owner of a quota representing 85% of the capital of the Company.
- C. The Vendor and the Purchaser are party to a Shareholder Agreement dated 28.09.2018 in which the Purchaser is allowed to exercise a call option for the purchase of the entire quota of the Vendor representing 15% of the capital of the Company (the "**Quota**"). The Purchaser has delivered a Call Option Notice to the Vendor on 24.02.2021 declaring the intention to exercise the call option and therefore purchase the entire Quota of the Vendor under the terms and conditions of such Call Option Notice and it has been accepted by the Vendor on 05.03.2021.
- D. Pursuant to the above, now the Purchaser intends to buy and the Vendor intends to sell to the Purchaser, the entire Quota owned by the Vendor in the Company in accordance with the terms and conditions of this Agreement.
- E. The Vendor and the Purchaser are now desirous of entering into this Sale and Purchase Agreement for the sale and purchase of the Shares of the Company.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. AGREEMENT TO SELL AND TO PURCHASE**

- 1.1 The Vendor hereby sells to the Purchaser, and the Purchaser hereby purchases from the Vendor, the full Quota owned by the Vendor in the Company.



- 1.2 The Quota is hereby sold by the Vendor and purchased by the Purchaser with consequent transfer of ownership title over such Quota from Vendor to the Purchaser as of the date of signing of this Agreement, including the transfer of any statutory right, benefit, profit, voting and dividend rights and any other right of any nature existing and pertaining to such Quota as of the date herein or in any other future date, as well as free from any and all mortgages, liens or encumbrances. The parties hereby shall not have any further claim towards each other with regard to the Quota and such transfer of ownership as well as to their quality of shareholders of the Company.
- 1.3 Simultaneously with the signing of this Agreement the parties shall enter into and sign a short transfer deed (namely "**Quota Transfer Agreement**") essentially in the form and content as attached in Schedule 1 which shall serve for the purpose of publicity and registration of this sale and purchase transaction in the public registers. For avoidance of any doubt the transfer of ownership and of any other present or future benefits and right attached to the Shares shall occur with the signing of the present Agreement.

## **2. PURCHASE PRICE AND PAYMENT**

- 2.1 The purchase price for the transfer of the ownership of the Quota and of any other existing right, from the Vendor to the Purchaser is EUR 600,000 (six hundred thousand Euros), (the "**Purchase Price**");
- 2.2 Each Party shall be responsible for the payment for its own tax obligations foreseen and arising from the implementation of the present Agreement as foreseen by the relevant applicable law regulating the respective duty or obligation.
- 2.3 The Purchase Price shall become due and payable by the Purchaser to the Vendor starting from 29.04.2021 and such Purchase Price shall be paid within 5 working days from such date.
- 2.4 All the payments foreseen in this Clause 2 from the Purchaser to the Vendor shall be made in the Vendor's bank account as below (or to any other account subsequently notified by the Vendor to the Purchaser):

Name of the Bank: **CASSA RURALE RENON SOC. COOP. RAIFFEISENKASSE RITTEN GEN.**

Account number: 00004043550  
IBAN: IT83B0818711600000004043550  
SWIFT CODE: CCRTIT2TRIT

## **3. COVENANTS OF THE PARTIES FOLLOWING TRANSFER OF OWNERSHIP OF THE QUOTA**

- 3.1 On the date of the Agreement or immediately after (but not later than 5 business days) the Vendor shall deliver to the Purchase the Resolution of its decision making corporate body (as per the Vendor's statute or internal regulations) approving the sale of the Quota and the terms and conditions of the present Agreement
- 3.2 The Purchaser in quality of proprietor of the Quota shall provide, or shall cause the Company to provide, for the registration of such transfer of ownership of the Quota in the National Business Centre. The Vendor, if necessary, shall provide all the reasonable cooperation for the Purchaser to comply with such obligation.



#### **4. REPRESENTATIONS AND WARRANTIES BY THE PARTIES**

- 4.1 The Vendor represents and warrants to the Purchaser that at the date of this Agreement the following is true, accurate, complete and not misleading and that the Purchaser may rely on:
- 4.1.1 the Vendor has the legal capacity, power and authority to enter into this Agreement and to make the representations and warranties in this Agreement and to undertake or to cause to be undertaken its obligations and agreements attendant hereto. The Vendor being a corporate entity warrants that as at the date of signing this Agreement, the Vendor has already obtained any authorisation and/or approval of its corporate decision making body/bodies (as per the Vendor's statute or internal regulations) authorising and approving the sail of the Quota and the entering into such Agreement.
  - 4.1.2 the Vendor warrants that this Agreement and any obligation or document referred to in it does not breach or constitute a default under any agreement or instrument to which the Vendor is a party or by which is bound;
  - 4.1.3 the Vendor warrants that this Agreement and any obligation or document referred to in it does not breach any order, judgment, decree or other restriction applicable to the Vendor;
  - 4.1.4 the Vendor is the sole legal and beneficial owner of the Quota fully paid and unencumbered;
  - 4.1.5 there is no encumbrances or any third party right whatsoever on, over or affecting any of the Quota;
  - 4.1.6 there is no information which have been withheld by the Vendor that might affect the willingness of the Purchaser to purchase the Shares on the terms and conditions of this Agreement;
- 4.2 The Purchaser represents and warrants to the Vendor that at the date of this Agreement the following is true, accurate, complete and not misleading and that the Vendor may rely on:
- 4.2.1 the Purchaser represents, warrants and undertakes to the Vendor that the Purchaser has the legal capacity, power and authority to enter into this Agreement to make the representations and warranties in this Agreement and to undertake or to cause to be undertaken its obligations and agreements attendant hereto. The Purchaser being a corporate entity warrants that as at the date of signing this Agreement, the Purchaser has obtained any authorisation and/or approval of its corporate decision making body/bodies (as per the Vendor's statute or internal regulations) authorising and approving the sail of the Quota and the entering into such Agreement.
  - 4.2.2 The compliance of the Purchaser with the terms and conditions of this Agreement is not contrary to any agreement or instrument to which the Purchaser is a party or by which the latter is bound; or any order, judgment, decree or other restriction applicable to the Purchaser such as to materially affect the fulfilment by the Purchaser of the obligations herein;
  - 4.2.3 there is no information which have been withheld by the Purchaser that might affect the willingness of the Vendor to sell the Quota on the terms and conditions of this Agreement;



## **5. ASSIGNMENT AND SUCCESSORS-IN-TITLE**

- 5.1 This Agreement and the rights, obligations benefits and remedies created herein shall not be assignable nor transferable to any other person or legal entity without the prior written consent of the Parties herein. Any purported assignment or transfer to any other person or legal entity without the prior written consent of the Parties herein shall be null and void and of no legal effect.
- 5.2 This Agreement shall be binding upon the heirs, executors, successors-in-title, personal representatives and permitted assigns of the Parties hereto.

## **7. NOTICES**

- 7.1 All notices under this Agreement shall be in writing.
- 7.2 Any notice in writing required to be served hereunder shall be sufficiently served on the addressee Party if it is addressed to the person named and in the modalities as below:
  - 7.2.1 Sent by written letter accompanied by confirmation record in the address as below:

### **For Vendor:**

At the attention of: Ms. Enida Shehaj  
Address: Via Cerva 31, Cap 20122, Milano Italy

### **For Purchaser:**

At the attention of the head of Corporate and Legal Affairs (currently Ms. Cristina Pierdicchi), Via Sebastiano Caboto 1, 20094 Corsico (Milano), Italy

- 7.2.2 Sent by e-mail to the addressee's e-mail address stated hereto:

#### Vendor's email address:

(i) sestanetholdingsrl@legalmail.it

#### Purchaser's email address:

(i) cristina.pierdicchi@comdatagroup.com

## **8. COUNTERPARTS**

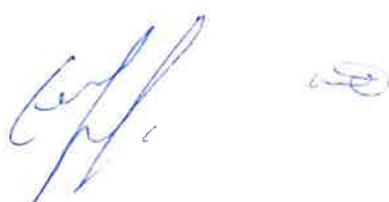
This Agreement may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

## **9. APPLICABLE LAWS**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Italy.

## **10. JURISDICTION**

Any dispute between the Parties hereto, arising out of or in connection with this Agreement, including its validity, implementation, interpretation, termination, shall be finally settled under the Rules of the Milan Chamber of Arbitration (the "Rules"), which the Parties hereby declare to know in full and accept, by sole arbitrator. The arbitrators shall apply Italian law,



the arbitration shall be "ritual" in its nature, and the arbitrators shall render any award "secondo diritto". The venue of the arbitration shall be Milan, Italy. All proceedings of the arbitration, including arguments and briefs, shall be conducted in Italian. The award rendered by the arbitrators may be challenged on the grounds of breach of rules of law ("*Impugnazione per violazione delle regole di diritto*") pursuant to article 829 ("*Cast di nullità*"), third paragraph, of the Italian Code of Civil Procedure. Without prejudice to the foregoing, it is hereby agreed that the Courts of Milan (Italy) shall have exclusive jurisdiction over any dispute howsoever related to this Agreement that cannot be deferred to arbitration pursuant to this Article 33.

**11. SEVERABILITY**

If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by law, all the other terms and provisions of this Agreement shall nevertheless remain in full force and effect without being affected or prejudiced by the invalid or illegal or unenforceable term or provision.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**13. VARIATION AND WAIVER**

- 13.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 13.2 A waiver of any rights or remedy under this Agreement or by law is only effective if it is given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

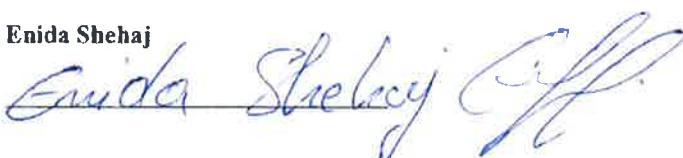
**14. THIRD PARTY RIGHTS**

Save as otherwise provided in this Agreement no other than a Party to this Agreement, their successor(s) in title and permitted assignee(s), shall have any right to enforce any of its terms.

**IN WITNESS WHEREOF** the Parties hereunto affixed their seals and/or signatories the year and day first above written.

Signed on behalf of the Vendor, **Sestante Holding Srl** by:

**Enida Shehaj**



Signed on behalf of the Purchaser, **Comdata Italia S.p.A.**, by:

**Massimo Canturi**





## **MARREVESHJA E SHIT-BLERJES SE KUOTAVE**

**KJO MARREVESHJE** eshte lidhur ne daten 15 prill 2021

**NDERMJET,**

- **COMDATA SpA**, nje shoqeri e themeluar sipas rregullave dhe qe funksionon sipas ligjeve te Italise, me numer regjistrimi 07790430966, me adresë te regjistruar: Via Sebastiano Caboto 1, Corsico, Milano, Italy, e perfaqesuar sipas rregullave nga Z. Massimo Cantun, me ane te Rezolutes se Bordit te dates 12 Shkurt 2021 (ne vijim i referuar si "**Bleresi**");
- **SESTANTE HOLDING SRL**, nje shoqeri e themeluar sipas rregullave dhe qe funksionon sipas ligjeve te Italise, me Numer Regjistrimi 09885160961, me adresë te regjistruar ne: Via Cervia 31, Milano, Italy (Itali), e perfaqesuar sipas rregullave nga Znj. Enida Shehaj, (ne vijim e referuar si "**Shitesi**"); (Shitesi dhe Bleresi jane bashkerisht "**Palet**" dhe individualisht referohen si "**Pale**").

### **DUKE PASUR PARASYSH SE:**

- A. Shitesi dhe Bleresi jane ortake te "Comdata Albania" Shpk, person juridik shqiptar i themeluar dhe i organizuar ne formen e nje shoqerie me perqejjesi te kufizuar, i regjistruar ne Regjistrin Tregtar shqiptar me numer regjistrimi NIPT: L81605038L, me seli ligjore ne Tirane ne adresen: Rruga "Janos Hunyadi", nr.20, Njesia Bashkiake nr.5, Tirane, Shqiperi ( "**Shoqueria**").
- B. Shitesi eshte zoteruesi i nje kuote qe perfaqeson 15% te kapitalit te Shoqerise dhe Bleresi eshte zoteruesi i nje kuote qe perfaqeson 85% te kapitalit te Shoqerise.
- C. Shitesi dhe Bleresi jane pale te nje Marreveshjeje Aksioneresh te dates 28. 09. 2018 ne te cilen Bleresi lejohet te ushtroje nje opsjon kontrate per blerjen e kuotave te plota te Shitesit qe perfaqesojne **15%** te kapitalit te Shoqerise "**Kuota**"). Bleresi i ka dorezuar nje Njoftim Opsioni Kontrate per Blerjen e Kuotave Shitesit ne daten 24.02.2021 qe shpall synimin per te ushtruar nje opsjon kontrate per blerjen e kuotave dhe si rrjedhoje per te blere Kuotat e plota te Shitesit sipas termave dhe kushteve te ketij Njoftimi Opsioni Kontrate per Blerjen e Kuotave dhe eshte pranuar nga Shitesi ne daten 05.03.2021.
- D. Ne perputhje me sa me siper, Bleresi synon te bleje dhe Shitesi ka per qellim t'i



shese Bleresit, te gjithe Kuoten ne Shoqeri ne pronesi te Shitesit ne perputhje me termat  
dhe kushtet e kesaj Marreveshjeje.

E. Shitesi dhe Bleresi deshirojne te nenshkruajne kete Marreveshje te Shit-Blerjes per  
shitjen dhe blerjen e kuotave te Shoqerise.

## **ESHTE RENE DAKORD SI ME POSHTE:**

### **1. MARREVESHPJA PER TE SHITUR DHE PER TE BLERE**

- 1.1 Shitesi me ane te kesaj marreveshje i shet Bleresit, dhe Bleresi me ane te kesaj marreveshje blen nga Shitesi Kuoten e pote te zoteruar nga Shitesi ne Shoqeri.
- 1.2 Kuota shitet nga Shitesi dhe blihet nga Bleresi me pasoje transferimin e titullit te pronesise mbi kete Kuote nga Shitesi te Bleresi qe nga data e nenshkrimit te kesaj Marreveshje, duke perfshire transferimin e cdo te drejte ligjore, perfitimi, fitimi, votimi dhe te drejtat e dividentit dhe cdo e drejte tjeter e cfaredo natyre ekzistuese dhe qe ka te beje me kete Kuote qe ne daten e kesaj Marreveshje ose ne ndonje date tjeter ne te ardhmen, si dhe te lire nga cdo dhe te gjitha hipotekat, garancite ose barret. Palet nuk do te kene asnje pretendim te metejshem ndaj njeri-tjetrit ne lidhje me Kuoten dhe me kete transferim te pronesise, dhe as me cilesine e tyre si ortake te Shoqerise.
- 1.3 Njekohesisht me nenshkrimin e kesaj Marreveshje palet do te lidhin dhe nenshkruajne nje akt te shkurter transferimi (te quajtur "**Marreveshja e Transferimit te Kuotave**") ne thelb ne formen dhe permbytjen e bashkangjitur ne Shtojcen 1, e cila do te sherbeje per qellimin e reklamimit dhe regjistrimit te kesaj shitjeje dhe transaksionin e blerjes ne regjistrat publik. Per te shmangur cdo dyshim, transferimi i pronesise dhe i perfitimeve dhe te drejtave te tjera aktuale ose te ardhshme te bashkangjitura Kuotes do te ndodhin me nenshkrimin e kesaj Marreveshjeje.

### **2. CMIMI I BLERJES DHE PAGESA**

- 2.1 Cmimi i blerjes per transferimin e pronesise se Kuotes dhe cdo te drejte tjeter ekzistuese, nga Shitesi te Bleresi eshte 600,000 EURO (gjashteqind mijë Euro), ("**Cmimi i Blerjes**");
- 2.2 Secila pale do te jete perjegjese per pagesen per detyrimet e saj tatimore te parashikuara dhe qe vijne nga zbatimi i kesaj Marreveshje sic parashikohet nga ligji perkates ne fuqi qe rregullon detyren ose detyrimin perkates.



2.3

Cmimi i Blerjes do te behet i detyrueshem dhe duhet paguar nga Bleresi tek Shitesi duke filluar nga data 29.04.2021 dhe Cmimi i Blerjes do te paguhet brenda 5 diteve pune nga kjo date.

2.4

Te gjitha pagesat e parashikuara ne kete Nen 2 nga Bleresi tek Shitesi do te behen ne llogarine bankare te Shitesit si me poshte (ose ne ndonje llogari tjeter te njoftuar me pas nga Shitesi tek Bleresi):

Emri i Bankes: **CASSA RURALE RENON SOC. COOP. RAIFFEISEN KASSE RITTEN GEN.**

Numri i llogarise: **00004043550**

IBAN: **IT83B0818711600000004043550**

SWIFT CODE: **CCRTIT2TRIT**

### **3. ANGAZHIMI I PALEVE PAS TRANSFERIMIT TE PRONESISE SE KUOTES**

- 3.1 Ne daten e Marreveshjes ose menjehere pas (por jo me vone se 5 dite pune) Shitesi do t'i dorezoje Bleresit Vendimin e organit vendimmarres te shoqerise (sipas statutit te Shitesit ose rregulloreve te brendshme) qe miraton shitjen e Kuotes, termat dhe kushtet e kesaj Marreveshjeje.
- 3.2 Bleresi ne cilesine e zoteruesit te Kuotes do te siguroje ose do te beje qe Shoqeria te beje te mundur, regjistrimin e transferimit te pronesise se Kuotes ne Qendren Kombetare te Biznesit. Shitesi, nese eshte e nevojshme, do te ofroje te gjithe bashkepunimin e arsyeshem qe Bleresi te permbushe nje detyrim te tille.

### **4. PERFAQESIMET DHE GARANCITE E PALEVE**

- 4.1 Shitesi deklaron dhe i garanton Bleresit qe ne daten e kesaj Marreveshje, per sa ne vijim eshte e vertete, e sakte, e plote, nuk eshte mashtrim dhe se Bleresi mund te besoj se:

- 4.1.1 Shitesi ka aftesine ligjore, kompetencen dhe autoritetin per te lidhur kete Marreveshje, per te bere deklarimet dhe garancite ne kete Marreveshje dhe per te ndermarre ose per te bere te mundur ndermarrjen e detyrimeve dhe marreveshjeve te tij te shoqeruara nga ky dokument. Shitesi duke qene nje njesi e korporates garanton qe ne daten e nenshkrimit te kesaj Marreveshjeje, Shitesi ka marre tashme cdo autorizim dhe / ose aprovim te organit / organeve te tij



- vendimmarrese te korporatave (sipas statutit ose rregulloreve te brendshme te Shitesit) qe autorizon dhe miraton shitjen e Kuotes dhe te nenshkruaje nje Marreveshje te tille;
- 4.1.2 Shitesi garanton qe kjo Marreveshje dhe cdo detyrim ose dokument i referuar ne te nuk shkelin ose nuk perbejne nje mospermbushje sipas ndonje marreveshjeje ose dokumenti ligjor ne te cilin Shitesi eshte pale ose nga i cili ka detyrime;
- 4.1.3 Shitesi garanton qe kjo Marreveshje dhe cdo detyrim ose dokument i referuar ne te nuk shkel asnjte urdher, vendim, dekret ose kufizim tjeter te zbatueshem per Shitesin;
- 4.1.4 shitesi eshte zoteruesi i vetem ligjor dhe perfitues i Kuotes plotesisht te paguar dhe pa detyrime;
- 4.1.5 nuk ka asnje barre apo ndonje te drejte te pales se trete, mbi ose qe ndikon ne ndonje nga Kuotat;
- 4.1.6 nuk ka asnje informacion qe eshte mbajtur nga Shitesi qe mund te ndikoje ne gatishmerine e Bleresit per te blere Kuotat ne termat dhe kushtet e kesaj Marreveshjeje;
- 4.2 Bleresi perfaqeson dhe garanton Shitesin qe ne daten e kesaJ Marreveshje, sa me poshte eshte e vertete,e sakte, e plete dhe jo corientuese dhe se Shitesi mund te mbeshtetet te:
- 4.2.1 Bleresi perfaqeson, merr persiper dhe garanton Shitesit qe Bleresi ka aftesine ligjore, fuqine dhe autoritetin per te hyre ne kete Marreveshje per te bere perfaqesimet dhe garancite ne kete Marreveshje dhe per te ndermarre ose per te shkaktuar ndermarrjen e detyrimeve dhe marreveshjeve te tij te percaktuara ketu. Bleresi duke qene nje entitet i shoqerise garanton qe ne daten e nenshkrimit te kesaj Marreveshjeje, Bleresi ka marre cdo autorizim dhe / ose aprovim te organit / organeve vendimmarrese te shoqerise se tij (sipas statutit ose rregulloreve te brendshme te Shitesit) qe autorizon dhe miraton shitjen e Kuotes dhe hyrjes ne nje Marreveshje te tille.
- 4.2.2 Pajtueshmeria e Bleresit me termat dhe kushtet e kesaj Marreveshjeje nuk eshte ne kundershtim me cdo marreveshje ose instrument ne te cilin Bleresi eshte pale ose nga i cili eshte i lidhur ky i fundit; ose cdo urdher,



gjykim, dekret ose kufizim tjeter i zbatueshem per Bleresin, i cili mund te ndikoje materialisht ne permbushjen nga Bleresi te detyrimeve te percaktuara ketu;

- 4.2.3 Nuk ka asnjë informacion qe eshte mbajtur nga Bleresi qe mund te ndikoje ne gadishmerine e Shitesit per te shitur Kuoten sipas termave dhe kushteve te kesaj Marreveshjeje;

### **DELEGIMI DHE PASUESIT NE TITULL**

- 5.1 Kjo Marreveshje dhe te drejtat, detyrimet, perfisimet dhe mjetet juridike te krijuara ne te nuk do te delegohen dhe as transferohen tek ndonje person tjeter ose person juridik pa miratimin paraprak me shkrim te Paleve te saj. Cdo delegim ose transferim i synuar per ndonje person tjeter ose person juridik pa pelqimin paraprak me shkrim te Paleve te saj, do te jete i pavlefshem dhe pa fuqi ligjore.
- 5.2 Kjo Marreveshje eshte detyruese ndaj trashegimtareve, ekzekutuesve, pasuesve ne titull, perfaqesuesve personale dhe drejtemarresve te lejuar te Paleve te saj.

## **7. NJOFTIMET**

- 7.1 Te gjitha njoftimet sipas kesaj Marreveshjeje, duhet te jene me shkrim.
- 7.2 Cdo njoftim me shkrim qe kerkohet te dergohet sipas kesaj Marreveshjeje, duhet te dergohet mjaftueshem tek Pala marrese, nese i drejtohet personit te specifikuar dhe sipas modaliteteve si me poshte:

- 7.2.1 Derguar me email tek adresa e emailit te marresit te deklaruar ketu:

#### **Per Shitesin:**

Ne vemendje te: Znj. Enida Shehaj  
Adresa: Via Cerva 31, Cap 20122, Milano Italy

#### **Per Bleresin:**

Ne vemendje te drejtuesit te Ceshtjeve Ligjore dhe Korporative (aktualisht Znj. Cristina Pierdicchi), Via Sebastiano Caboto 1, 20094 Corsico (Milano), Italy

- 7.2.2 Derguar me email tek adresa e emailit te marresit te deklaruar

ketu:

Adresa e email te Shitesit:

(1) [sestanteholdingsrl@legalmail.it](mailto:sestanteholdingsrl@legalmail.it)

Adresa e email te Bleresit:

(1) [cristina.pierdicchi@comdatagroup.com](mailto:cristina.pierdicchi@comdatagroup.com)



Kjo Marreveshje mund te ekzekutohet dhe dorezohet ne nje ose me shume kopje – dhe nga pale te ndryshme te saj ne kopje te vecanta, secila prej te cilave, kur ekzekutohet, do te konsiderohet originale, por te gjitha prej te cilave te marra se bashku, perbejne nje marreveshje te vetme dhe te njejtë.

## **9. DISPOZITAT E ZBATUESHME**

Kjo Marreveshje do te drejtohet dhe interpretohet dhe zbatohet ne perputhje me ligjet e Republikës se Italise.

## **10. JURIDIKSIONI**

Cdo mosmarreveshje midis Paleve te kesaj Marreveshjeje, qe del nga ose ne lidhje me kete Marreveshje, perfshire vlefshmerine, zbatimin, interpretimin, perfundimin e saj, do te zgjidhet perfundimisht sipas Rregullave te Dhomës se Arbitrazhit te Milano ("Rregullat"), te cilat Palet deklarojme se i njohin plotesisht dhe pranojne, nga nje arbiter i vetem. Arbitrat do te zbatojne ligjin Italian, arbitrazhi do te jete "ritual" per nga natyra e tij, dhe arbitrat do te japist edhe vendim "secondo diritto". Vendi i arbitrazhit do te jete Milano, Itali. Te gjitha procedurat e arbitrazhit, perfshire argumentet dhe permblehdhjet, do te zhvillohen ne Italisht. Vendimi i dhene nga arbitrat mund te kundershtohet per shkak te shkeljes se rregullave te ligjit ("*Impugnazione per violazione delle regole di diritto*") ne perputhje me nenin 829 ("Cast di millita"), paragrafi i trete, i Kodit Italian te Procedures Civile. Pa cenuar sa me siper, me ane te kesaj eshte rene dakord qe Gjykatat e Milano (Itali) do te kene juridiksion ekskluziv mbi cdo mosmarreveshje ne lidhje me kete Marreveshje qe nuk mund te kalohet ne arbitrazh ne perputhje me kete Nen 33

## **11. VECUESHMERIA**

Nese ndonje term ose dispozite e kesaj Marreveshjeje eshte e pavlefshme, e paligjshme ose e pamundur per t'u zbatuar sipas ligjit, te gjitha termat dhe dispozitat e tjera te kesaj Marreveshjeje sidoqoftë do te mbeten ne fuqi dhe efekt te plote pa u prekur ose cenuar

si te pavlefshme ose e paligjshme ose si kusht apo dispozite e pazbatueshme.

## **12. MARREVEESHJA E PLOTE**

Kjo Marreveshje perben marreveshjen e plote ndermjet Paleve dhe zevendeson dhe shuan te gjitha diskutimet e meparshme, korrespondencen, negociatat, projektet, marreveshjet, premtimet, sigurimet, garancite, perfaqesimet dhe mirekuptimet ndermjet tyre, qofshin ne forme te shkruar ose verbale, ne lidhje me permbajtjen e saj.

## **13. NDRYSHIMET DHE HEQJA DORE**

- 13.1 Asnje ndryshim i kesaj Marreveshjeje nuk do te jete efektiv nese nuk eshte me shkrim dhe i nenshkruar nga Palet (ose perfaqesuesit e tyre te autorizuar).
- 13.2 Heqja dore nga cdo e drejte ose korrigjim sipas kesaj Marreveshjeje ose sipas ligjit eshte efektive vetem nese jepet me shkrim. Cdo heqje dore e tille do te zbatohet vetem per rr Ethanat per te cilat eshte dhene dhe nuk do te konsiderohet heqje dore nga cdo shkelje ose pakujdesi vijuese.

## **14. TE DREJTAT E PALEVE TE TRETA**

Me perjashtim te rasteve kur parashikohet ndryshe ne kete Marreveshje, askush tjeter pervec nje Pale ne kete Marreveshje, pasardhesi (it) e tyre ne titull dhe ceduesit (et) e lejuar, nuk do te kene te drejte te zbatoje cdo njerer nga kushtet e saj.

**NE DESHMI TE KESAJ** Palet vendosen vulat e tyre dhe / ose nenshkrimet e tyre ne vitin dhe diten e specifikuar fillimi me lart.

Nenshkruar ne emer te Shitesit, **Sestante Holding Sri** nga:

**Enida Shehaj**

*Emri dhe mbiemri me shkrim dore, Nenshkrimi*

Nenshkruar ne emer te Bleresit, **Comdata Italia S.p.A.**, nga:

**Massimo Canturi**

*Emri dhe mbiemri me shkrim dore, Nenshkrimi*

*Enida Shehaj, Xhillbera Sebajaj*  
*[Handwritten Signature]*

**REPUBLIKA E SHQIPËRISË  
DHOMA KOMBËTARE E NOTERISË  
DEGA VENDORE TIRANË  
NOTER VALBONA SH. SELIMI**

**DATE 17/05/2021  
NR REP 3347**



**VËRTETIM PËRKTHIMI**

Sot, para meje Notere VALBONA SH. SELIMI, anëtarë në Dhomën Kombëtare të Noterisë, Dega Vendore TIRANË, ne zyren time në adresën NR.3, HOXHA TASIM, NR.292, u paraqit personalisht:

**PËRKTHYESE:** Xhilberta Selamaj, e njohur personalisht prej meje, me Leternjoftim ID nr. 037008042 e cila më deklaroi se përktheu me përpikmëri dhe saktësi dokumentin bashkangjitur ne gjuhen shqipe dhe e nënshkroi rregullisht përpara meje Noteres.

Në referim të nenit 135, i ligjit nr. 110, datë 20.12.2018 “Për Noterinë”,” në Republikën e Shqipërisë unë Noterja vërtetohet nënshkrimi i përkthyeses.

**NOTER**

**VALBONA SH. SELIMI**

