

EXCLUSIVE SHAREHOLDERS CONTRACT

This agreement form is legally binding Party A and Party B on the shared-shares policy awarded to Party B
This Shareholders contract consists of seven (7) pages only.

PARTY A: INTERCONTINENTAL INFORMATION TECHNOLOGY CO., LTD
PARTY A INCOOPERATED COMPANY

PARTY A (1): 上海包一夫商务咨询有限公司 (SHANGHAI, CHINA)

PARTY A (2): 义乌市歆旻贸易有限公司 (YIWU, CHINA)

PARTY A (3): DERIED EDMONDS INVESTMENTS CO., LTD (ABUJA, NIGERIA)

PARTY A (4): DEIL DRIVE CO., LTD (ABUJA, NIGERIA)

PARTY A (5): DEIL GROUP CO., LTD (ABUJA, NIGERIA)

Party B: The Partner (Investor)

Party C: DEIL Mobile Application (B2B)

Party A and Party B hereby come into legal agreement in accordance with the laws of the People's Republic of China & Federal Republic of Nigeria.

The major purpose of this contract is to establish the terms and conditions binding the shares awarded to Party B for all goods & services on Party A.

➤ Benefits of contract

- ✚ Party A shall protect Party B's investment with professional accounting and financial services
- ✚ Party B shall have a full benefit of all e commerce services and a customized admin login panel will be made available within a month for analysis and monitoring of investment
- ✚ Party B would have access to the backstage data management portal at any given time (upon request: Daily, Weekly, Monthly Bi Annual or Yearly)
- ✚ Party B will become a director by shares and be entitled to partake in all revenue profits up to 100%
- ✚ Party B's does less work and gets R-Massive returns especially "Africa & Chinese Market" scope of all the business is widely expanding daily

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1.0 Shares Policy

- 1.1. Party A wholly agrees to give Party B a share of **EXACT INVESTED AMOUNT** of total revenue
- 1.2. Party B becomes a director by shared shares thereafter.
- 1.3. During the term of this agreement, the directors will, when appropriate, perform the following acts:
 - 1.3.1: Determine in good faith the “current assets” of the company for the purpose of corporate distribution
 - 1.3.2: Use best efforts to uphold the cause the business of the company in accordance with sound business practices
- 1.4. Party A should be 100% transparent at all time and stick to the progress of Party B’s investment
- 1.5. Party B’s shares is valid under Party A’s previous affiliated company inclusive DEIL Group Co., Ltd
- 1.6. Agreed upon by both parties the duration of Party B’s investment is valid through out a lifetime (with exception to ordinary plan)
- 1.7. Party B is eligible to get a free work visa and office space permit within the desired locations of Party A (Singapore, Nigeria, Cameroun, China & Australia)



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2.0 Shares Description

On behalf of DEIL Group Co., Ltd, we hereby award the below shares shown. The distribution may change thereafter and reupdated to all director's portal.

C/D	L. Unit	Amount (USD \$)	Terms	Duration	Benefits	CHAIRMAN/ EXECUTIVE DIRECTOR APPROVAL
1	CAC	500	Business License & Contract Binding	On License	Benefits on all	
2	CAC	1000	Business License & Contract Binding	On License	Benefits on all	
3	CAC	2,000	Business License & Contract Binding	On License	Benefits on all	
4	CAC	5,000	Business License & Contract Binding	On License	Benefits on all	
5	CAC	10,000	Business License & Contract Binding	On License	Benefits on all	
6	CAC	100,000	Business License & Contract Binding	On License	Benefits on all	
7	CAC	1,000,000	Business License & Contract Binding	On License	Benefits on all	
8	CAC	10,000,000	Business License & Contract Binding	On License	Benefits on all	
9	CAC	100,000,000	Business License & Contract Binding	On License	Benefits on all	
10	CAC	1,000,000,000	Business License & Contract Binding	On License	Benefits on all	
11	CAC	10,000,000,000	Business License & Contract Binding	On License	Benefits on all	
12	CAC	100,000,000,000	Business License & Contract Binding	On License	Benefits on all	
13	CAC	1,000,000,000,000	Business License & Contract Binding	On License	Benefits on all	
14	CAC	10,000,000,000,000	Business License & Contract Binding	On License	Benefits on all	
15	CAC	100,000,000,000,000	Business License & Contract Binding	On License	Benefits on all	

Table 2a.

3.0 Third Parties Investors

- 3.1. Party B shall be fully entitled to all incoming third party shares benefits for new/current investors therein/thereafter upon completing its investment partnership plan.
- 3.2. Party B shares may extend to other countries and a new contract agreement shall be signed if applicable for business expansion
- 3.3. Party B is entitled to be among the approval stage of a new partnered investor
- 3.4. Third party investor shall be limited to some range if applicable upon the % shares purchased
- 3.5. Party A shall open the shares for all nationalities for more business expansion
- 3.6. Party B's shares shall remain fixed and unchanged unless required by adjustment by Party B's consent only

4.0 Transfer of Ownership

- 4.1. Party B's shares shall remain fixed and unchanged unless required by adjustment by Party B's consent only
- 4.2. Party B shall be allowed to transfer shares to next of kin (IFF) only during liquidation.
- 4.3. In case of any emergency Party B's investment shall be transferred to its next of kin in accordance to the legal documents rendered (DNK-DEIL Next of Kin)
- 4.4. Party A shall provide quality insurance to all Party B's investment through a third party insurance company upon half (1/2) a million USA dollars revenue
- 4.5. Party B is allowed to sell full or part of its shares with Party A only at any time.

5.0 General Revenues

- 5.1. Every year, millions of customers & companies from over 197 choose P.R. China to trade & invest on goods and services due to high statistics rate. Party A shall manage and synchronize all the vendors and merchant to DEIL Mobile Application platform and Party B shall get all the full benefits of the required % revenues associated in Clause 1.1, 2.0 Share Description.
- 5.2 Party A shall provide Party B with all the revenue entries via an automated service associated to the domain of the official website.
- 5.3 The main source of revenue are: Airport Car service, Rental service, E commerce car services, Ads, Marketing Online Car App outlets & lots more.
- 5.4 Party A & B shall bear all loss and gains margin at equal and same pace

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6.0 Termination

- 6.1. Party A & Party B agrees that this investment is valid in accordance to clause 2.0 (table 2a) and upon agreement by both parties, the extension of the contract is plausible
- 6.2. In case of termination, Party A board of directors shall evaluate the whole process and try to resolve/adjust the matters with Party B, whereby not applicable Party B shall be entitled to all terms and conditions associated.
- 6.3. In case of termination, Party B shall notify Party A six (6) months in advance, hence to be able to file for a proper liquidation and upon approval, Party B shall get the required current shares subscribed for (i.e.: if Party B own shares of \$10,000USD total revenue One Billion USD then \$10,000USD shall be provided to party B) please refer to clause: **Table 10b**, all associated bank shall be made available for proper documentation.

7.0 Domains

- 7.1. The official domain remains www.deilgroup.cn for all board of directors (i.e. www.deilgroup.cn/admin)
- 7.2. Party B's filter shall include the following:
 - 7.2.1. All affiliated vendors having up to the specified trees
 - 7.2.2. All companies, Merchant or Associate
 - 7.2.3. Date: Investment date
- 7.3. Party B shall be assigned with a special domain thereafter referred to as DEIL Administration Monitoring Account, DAMA (**Special terms applies**)
- 7.4. Amended thereafter agreed by both party

8.0 Employment of Shareholders

8.1 Shareholders may choose to be employed as officers of the Corporation, as long as they hold shares of stock of the Company, are active in its business, and, in a satisfactory manner, perform their duties and responsibilities as set forth in this Agreement, the Articles of Incorporation and the By-laws of the Corporation.

9.0 Terms & Conditions

- 9.1. Party A shall provide party B's full investment capital initially invested after the desired closure on **clause 5**
- 9.2. Party B shall attend a general **12 time meeting** online/in person annually for management assessment-desired time agreed on by both parties

10.0 Accounting & Finance

- 10.1. Party A shall update Party B with a statement of investment at least once in three months on the DEIL Group Mobile Application Management system or a printed out financial statement
- 10.2. Party B shall access mainly its personal investment and it shall be embedded privately



11.0 How to Calculate Shares Annually

Simplified Calculations of Profit Shares						
No	Duration of investments	Initial Invested Amount (i.e., Jan)	Total Shares Capital Increment	% Appreciations Over time (i.e., Months)	% Increment	
1	January	\$100 (10%)	\$1,000	\$100	10	
2	February		\$10,000	\$1,000	10	
3	March		\$100,000	\$10,000	10	
4	April		\$1,000,000	\$100,000	10	
5	May		\$10,000,000	\$1,000,000	10	
6	June		\$100,000,000	\$10,000,000	10	
7	July		\$1,000,000,000	\$100,000,000	10	
8	August		\$10,000,000,000	\$1,000,000,000	10	
9	September		\$100,000,000,000	\$10,000,000,000	10	
10	October		\$1,000,000,000,000	\$100,000,000,000	10	
11	November		\$10,000,000,000,000	\$1,000,000,000,000	10	
12	December		\$100,000,000,000,000	\$10,000,000,000,000	10	

Table 10a

Companies	Investment	Total Income Revenue	Total Revenue	Personal Income Revenue		
PARTY A (1)	Regular	Regular	Regular	Regular		
PARTY A (2)	Regular	Regular	Regular	Regular		
PARTY A (3)	Regular	Regular	Regular	Regular		
PARTY A (4)	Regular	Regular	Regular	Regular		
PARTY A (n)	Regular	Regular	Regular	Regular		

Table 10b

12.0 Entire Agreement

This document constitutes the entire Shareholder Agreement of the Corporation and correctly sets forth the rights, duties, and obligations of each Shareholder and of each Shareholder to the other. Any modifications must be in writing and approved by all Shareholders.

By signing this document, each party has read, understood and agreed to abide by all the terms and conditions outlined therein.

Legal Practitioner/Lawyer/Director General

Name: Chief (Mrs) Faith Obiajuru
Title: Co-founder/Director
Phone/Email: +2348064391254/directors.ng@deileducation.com

Executed on the at
(Date of signing) (City and state of signing)

PARTY B: THE INVESTOR/DIRECTOR

Full Name:
Investors Name:
Country of Business (Nationality):
Business Phone:
Street Address:
City:
Province/State:
Country:
Investors Email:
Signature:

PARTY A

Business Name: DEIL GROUP CO., LTD (上海包一夫商务咨询有限公司)
Address: 上海市松江区广富林路4855弄7号5楼503
Email 1: directors@deileducation.com
Email 2: lan@deil-loft.com
Office Phone: 008617339099359
Mobile: 008617826077327
Signature:
Date:
Company seal:

