

**ASSET AND STOCK PURCHASE AGREEMENT**

**ASSET AND STOCK PURCHASE AGREEMENT**, dated as of February 5, 2020 (this "**Agreement**"), by and among [REDACTED] LC, a Delaware limited liability company (the "**US Purchaser**"), Cavendish Square Holding B.V., a private company with limited liability incorporated under Dutch law (the "**Guatemala Majority Purchaser**"), [REDACTED] Group (Nominees) Ltd., a company organized under the laws of England and Wales (the "**Guatemala Minority Purchaser**" and, together with the Guatemala Majority Purchaser, the "**Guatemala Purchasers**"), and, collectively with the US Purchaser, the "**Purchasers**"), [REDACTED] California corporation ("**XumaK Inc.**"), [REDACTED] LC, a Florida limited liability company ("**XumaK LLC**"), Tikal Technologies, Inc., a Delaware corporation ("**Tikal**" and, collectively with [REDACTED] C and XumaK Inc., the "**US Companies**"), Marcos Leonardo Antiles, an individual ("**MLA**"), and Marcos Andrés Antil, an individual (the "**Member**" and, collectively with the US Companies and MLA, the "**Sellers**"). Certain terms used in this Agreement and not defined in the body of this Agreement have the meanings given to such terms in Section 9.1.

**WITNESSETH:**

**WHEREAS**, the [REDACTED] Group is, with [REDACTED] Colombia, engaged in the business of offering a range of technology solutions, including implementing e-commerce systems, integrating digital experience platforms and delivering in-house related training programs (the "**Business**");

**WHEREAS**, the Member owns all of the issued and outstanding Equity Interests in each of the XumaK Companies, other than (i) the MLA Guatemala Share, which is owned by MLA, and (ii) Tikal, which is owned by the stockholders (and in the corresponding percentages) listed on **Schedule 3.3.1**;

**WHEREAS**, (i) the Member wishes to sell to the Guatemala Majority Purchaser, and the Guatemala Majority Purchaser wishes to purchase from the Member, all of the issued and outstanding Equity Interests in XumaK Guatemala, other than the MLA Guatemala Share (the "**Member Guatemala Shares**" and, together with the MLA Guatemala Share, the "**Guatemala Shares**"), (ii) MLA wishes to sell to the Guatemala Minority Purchaser, and the Guatemala Minority Purchaser wishes to purchase from MLA, the MLA Guatemala Share, and (iii) each of the US Companies wishes to sell to the US Purchaser, and the US Purchaser wishes to purchase from such US Company, substantially all of the assets of such US Company, subject to certain disclosed liabilities of such US Company, in each case, upon the terms and subject to the conditions contained in this Agreement;

**WHEREAS**, the Member is actively involved in managing the business and affairs of each of the [REDACTED] Companies, and, accordingly, is in a position to make certain representations, warranties and covenants in respect of each of the [REDACTED] Companies;

**WHEREAS**, after the Closing, the Purchasers will operate the Business as a single business unit (the "**Division**"); and