

New Century Cyber Technologies, Inc.

Memorandum of Terms

This Memorandum of Terms represents only the current thinking of the parties with respect to certain of the major issues relating to the proposed private offering and does not constitute a legally binding agreement. This Memorandum of Terms does not constitute an offer to sell or a solicitation of an offer to buy securities in any state where the offer or sale is not permitted.

The Offering

Issuer: **New Century Cyber Technologies, Inc.**, a Nevada corporation (the “Company”)

Securities: Series Seed Common Stock (the “**Series Seed Common**”) and warrants to purchase Series Seed Stock at an exercise price of \$ _____ [price per share] per share

Amount of the offering: Up to \$ _____ [number]

Consideration: Cash

Number of securities: _____ [number of shares] shares and warrants to purchase approximately _____ [number of shares] shares (100% coverage)

Price per share: \$ _____ [price per share]

Investors: _____ [name] or affiliated entities, and other investors acceptable to the Company.

Anticipated closing date: Initial closing on or before _____ [date], with one or more additional closings within 60 days thereafter.

Purchase agreement: The investment will be made pursuant to a stock purchase agreement which will contain, among other things, appropriate representations and warranties of the Company and the investors and appropriate conditions of closing.

Finders: The Company and the investors will each indemnify the other for any finder’s fees for which they are respectively responsible.

Conditions precedent: The investment will be subject to customary conditions, including but not limited to:

- completion of due diligence to the satisfaction of the investors;
- negotiation and execution of definitive agreements customary in transactions of this nature;
- receipt of all required authorizations, approvals and consents;
- delivery of customary closing certificates; and

- the absence of material adverse changes with respect to the Company

Share Purchase Agreement

THIS Share Purchase Agreement (“Agreement”) is made as of this [date], by and between, **New Century Cyber Technologies, Inc.** (“Seller”), a company organized under the laws of Nevada with its registered office at 67 W Easy St, #117, Simi Valley, CA 90365 and _____ [name] (“Buyer”), residing at _____ [address]

Whereas

Whereas, Seller offers _____ [number of shares] shares (the “Shares”) in New Century Cyber Technologies, Inc., a Nevada Corporation for a price of \$ _____ [price per share] per share.

Whereas, Seller wishes to sell to Buyer, and Buyer desires to purchase from Seller, the Shares upon the terms and conditions set forth in this Agreement.

Now, Therefore, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions herein set forth, and with the intent to be bound, the parties to this Agreement (“the Parties”) hereto agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement and the schedules hereto, the following terms have the respective meanings set forth below.

“Agreement” shall have the meaning set forth in the Preamble to this Agreement.

“Buyer” shall have the meaning set forth in the Preamble to this Agreement.

“Closing” shall have the meaning set forth in Section 4.1.

“Closing Date” shall have the meaning set forth in Section 4.1.

“Company” shall have the meaning set forth in the Recitals to this Agreement.

“Purchase Price” shall have the meaning set forth in Section 3.1.

“Seller” shall have the meaning set forth in the Preamble to this Agreement.

“Shares” shall have the meaning set forth in the Recitals to this Agreement.

ARTICLE II

PURCHASE AND SALE

2.1 PURCHASE AND SALE OF THE SHARES

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, free and clear of Encumbrances, all of Seller's right, title and interest in, at the time of Closing, the Shares.

(b) Seller hereby irrevocably waives any restrictions on transfer to the extent possible (including any of its rights of pre-emption) which may exist in relation to the Shares, whether under the articles of association (or local equivalent) of the Company or otherwise.

ARTICLE III

PURCHASE PRICE: ALLOCATION OF PURCHASE PRICE

3.1 PURCHASE PRICE

The cash consideration for the Stock is an amount in cash equal to \$_____ [price] (the “**Purchase Price**”). Buyer shall pay the Purchase Price to Seller by wire transfer of immediately available funds to the account or accounts designated by Seller prior to the Closing, contemporaneously with the Closing.

ARTICLE IV

CLOSING

4.1 CLOSING

Subject to the terms and conditions of this Agreement, the sale and purchase of the Shares contemplated by this Agreement shall take place at a closing (the “**Closing**”) on the date hereof (the “**Closing Date**”). Except to the extent expressly set forth in this Agreement to the contrary, and notwithstanding the actual occurrence of the Closing at any particular time on the Closing Date, the Closing shall be deemed to occur and be effective as of 12:01 a.m. Pacific Standard time on the Closing Date.

4.2 DELIVERIES AT THE CLOSING

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall deliver to Buyer copies of the resolutions (or local equivalent) of the board of directors (or local

equivalent) and, where required, the stockholder(s) of Seller, authorizing and approving the transactions contemplated by this Agreement, certified by the respective corporate secretary (or local equivalent) or a director to be true and complete and in full force and effect and unmodified as of the Closing.

(b) Each document of transfer or assumption referred to in this Section 4.2 (or in any related definition set forth in Article 1) that is not attached as an Exhibit to this Agreement shall be in customary form (including with respect to the jurisdiction to which it pertains) and shall be reasonably satisfactory in form and substance to the parties thereto, but shall not contain any representations, warranties, covenants or agreements other than those specifically contemplated in or referred to in this Agreement.

(c) Upon the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall sign the transfer of the Shares in the share register of Company.

ARTICLE V

MISCELLANEOUS

5.1 NOTICES

Any notice required to be given hereunder shall be sufficient if in writing, and sent by email, by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid); or to such other address as any Party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated, personally delivered or mailed. Any Party to this Agreement may notify any other Party of any changes to the address or any of the other details specified in this paragraph; provided, however, that such notification shall only be effective on the date specified in such notice or five (5) business days after the notice is given, whichever is later. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

5.2 COUNTERPARTS: EFFECTIVENESS

This Agreement may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Parties.

5.3 GOVERNING LAW

5.4. This Agreement shall be governed by and construed in accordance with the laws of State of California, without giving effect to any choice or conflict of law provision or rule.

5.5 MEDIATION AND ARBITRATION.

The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

In the event that any dispute, controversy or claim arising out of or relating to the conclusion, interpretation or performance of the present Agreement, or the breach, termination or invalidity thereof, that cannot be solved by mediation shall be definitively settled by arbitration in accordance to the laws of the State of California. The language of the arbitration shall be the language of the present Agreement, i.e. English.

The Parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

5.6 ASSIGNMENT

No Party to this Agreement may assign any of its rights and obligations under this Agreement without the prior written consent of the other party hereto; provided, however, either party may assign its rights and obligations to one or more of its respective Wholly-Owned Subsidiaries (it being understood that such assignment shall not be permitted if it would delay or impair the consummation of the transactions contemplated hereby); provided, further, that, no such assignment shall relieve the assigning party of any of its obligations hereunder.

5.7 PARTIES IN INTEREST

This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5.8 TITLES AND HEADINGS

The headings and table of contents in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

5.9 ENTIRE AGREEMENT

This Agreement (including the Schedules and Exhibits attached hereto or delivered in connection herewith) constitutes the entire agreement among the Parties hereto with respect to the matters covered by this Agreement and thereby, and supersede all previous written, oral or implied understandings among them with respect to such matters.

5.10 FURTHER ACTION

5.11 After Closing, each of the Parties shall do, execute and deliver or procure to be done, executed and delivered, at the reasonable request and expense of the other Party, all such further acts, deeds, documents, instruments of conveyance, assignment and transfer and things as may be necessary to give effect to the terms of this Agreement.

5.12 AMENDMENT AND MODIFICATION

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

5.13 WAIVER

Any of the terms or conditions of this Agreement may be waived at any time by the party or parties hereto entitled to the benefit thereof, but only by a writing signed by the Party or Parties waiving such terms or conditions.

5.14 SEVERABILITY

If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction (i.e. including an arbitral tribunal) or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions completed by this Agreement is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

5.15 INTERPRETATION

(a) Unless otherwise indicated to the contrary in this Agreement by the context or use thereof:
(i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as

a whole and not to any particular Section or paragraph hereof; (ii) words importing the masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; (iv) the word “including” means “including without limitation”.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.16 REPRESENTATIONS AND WARRANTIES

All representations and warranties in connection with the transfer of the Shares are set forth in **Schedule 1**.

5.17 GOVERNING LANGUAGE

The English language shall be the definitive and controlling text of this Agreement, notwithstanding the translation of this Agreement into any other language.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this agreement as of _____ [EFFECTIVE DATE]

COMPANY:

New Century Cyber Technologies, Inc.

Officer signature

NAME: **Anatoliy ZHURAVLEV**

TITLE: President & CEO

Read and Approved (For IRA Use Only):

INVESTOR:

Investor signature

By: _____

By: _____

NAME: _____

TITLE: _____

The Investor is an "accredited investor" as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

Please indicate Yes or No by checking the appropriate box:

Accredited

Not Accredited

SIGNATURE PAGE
