

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "**Agreement**") is effective as of July 31, 2020 (the "**Effective Date**") between ACLH, LLC, a corporation incorporated in the State of Nevada (the "**Purchaser**") and Emergence Global Enterprises Inc., a corporation organized under the *Business Corporations Act* (British Columbia) (the "**Shareholder**"),

RECITALS:

- A. The Shareholder is the registered and beneficial owner of all of the equity interests in the capital of ACL Computers and Software, Inc., a company incorporated in the State of Maryland, (the "**Company**") (such shares being the "**Purchased Shares**").
- B. This Agreement sets forth the terms by which the Purchaser purchases the Purchased Shares from the Shareholder and the Shareholder sells the Purchased Shares to the Company (the "**Transaction**") for aggregate consideration of C\$10 (the "**Cash Price**") and the assumption by the Purchaser of all Liabilities (as defined herein) that the Shareholder may have in connection with the Company (the "**Purchase Price**").
- C. The Transaction was approved by the shareholders of the Shareholder at a meeting of shareholders of the Shareholder held on March 31, 2020.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Definitions

For the purposes of this Agreement:

- a) "**Affiliate**" means, with respect to any Person, any person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person and included any person in like relation to an Affiliate. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract otherwise; and the term "controlled" shall have a similar meaning;
- b) "**Damages**" means, any loss, cost, liability, claim, interest, fine, penalty, assessment, taxes, damages available at law or in equity (excluding incidental, consequential, special, aggravated, exemplary or punitive damages) or reasonably incurred expenses (including reasonable consultant's and expert's fees and expenses and reasonable costs, fees and expenses of legal counsel on a full indemnity);
- c) "**Legal Proceeding**" means any litigation, action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any governmental authority, and includes any appeal or review thereof and any application for leave for appeal or review, whether commenced or threatened;
- d) "**Liabilities**" means all liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise;

- e) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a governmental authority, and the executors, administrators or other legal representatives of an individual in such capacity; and
- f) **"Representatives"** when used with respect of a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

2. **Purchase and Sale.**

In accordance with the terms hereof, and effective as of the Effective Date, the Shareholder hereby sells the Purchased Shares to the Purchaser and the Purchaser hereby purchases the Purchased Shares from the Shareholder for payment of the Cash Price, the receipt of which is acknowledged, and the assumption by the Purchaser of all Liabilities that the Shareholder may have in connection with the Company.

The parties shall use commercially reasonable efforts to complete the transfer of the registered ownership of the Purchased Shares.

3. **Shareholder's Representations and Warranties.**

The Shareholder hereby represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying upon such representations and warranties for purposes of completing the transactions contemplated by this Agreement (which shall not merge and shall survive the completion of this transaction):

- a) The Shareholder is a corporation incorporated and validly existing under the its jurisdiction of incorporation and has not been discontinued or dissolved under such laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution or the bankruptcy, insolvency, liquidation or winding up of Shareholder. The Shareholder has submitted all notices or returns of corporate information and other filings required by law to be submitted by it to any governmental authority. The Shareholder has the full legal right, power, capacity and authority to execute this Agreement and to perform its obligations under this Agreement;
- b) This Agreement constitutes a valid and legally binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms subject to general laws affecting creditors' rights and general principles of equity;
- c) There is no order, injunction, decree, statute, rule, regulation, agreement or other instrument binding upon the Shareholder that will be violated by the execution and delivery of this Agreement or will prevent the performance or satisfaction by the Shareholder of any term or condition contained in this Agreement; and
- d) The Shareholder is the registered and beneficial owner of the Purchased Shares, free and clear of all encumbrances, and the Shareholder has good right, title and authority to transfer such Purchased Shares to the Purchaser in accordance with the terms of this Agreement.

4. **Purchaser's Representations and Warranties.**

The Purchaser hereby represents and warrants to the Shareholder:

- a) The Purchaser is a corporation incorporated and validly existing under the its jurisdiction of incorporation and has not been discontinued or dissolved under such laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution or the bankruptcy, insolvency, liquidation or winding up of Purchaser. The Purchaser has submitted all notices or

returns of corporate information and other filings required by law to be submitted by it to any governmental authority. The Purchaser has the full legal right, power, capacity and authority to execute this Agreement and to perform its obligations under this Agreement;

- b) This Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms subject to general laws affecting creditors' rights and general principles of equity; and
- c) There is no order, injunction, decree, statute, rule, regulation, agreement or other instrument binding upon the Purchaser that will be violated by the execution and delivery of this Agreement or will prevent the performance or satisfaction by the Purchaser of any term or condition contained in this Agreement.

5. **Indemnification and Contribution**

All provisions of this Agreement shall not merge on the completion of the Transaction on the Effective Date but shall survive the execution, delivery and performance of this Agreement and such completion.

The Purchaser shall indemnify the Shareholder, any Affiliate of the Shareholder and each of their respective Representatives (collectively, "**Indemnified Parties**") and save them harmless against, and will reimburse them for any Damages arising from, in connection with, or related in any manner whatsoever to any Legal Proceeding related to the Company and all Liabilities of or related to the Company at any time prior to the Effective Date, or after the Effective Date including, without limitation, all Legal Proceedings disclosed in the public disclosure record of the Shareholder.

6. **General.**

- a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior negotiations and understandings.
- b) This Agreement may not be assigned by either party without the prior written consent of the other party.
- c) Each party acknowledges that it has had the opportunity to discuss this Agreement and the Transaction with its own independent legal advisors, or that it has based on its own volition decided not to seek such legal advise.
- d) If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void and unenforceable provision shall be severable from this Agreement.
- e) The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, heirs, successors and permitted assigns. Neither this Agreement nor any of the rights hereunder shall be assignable by any party without the prior written consent of the other parties.
- f) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- g) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic or faxed form and the parties adopt any signatures so received as original signatures of the parties.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement effective as of the Effective Date.

**EMERGENCE GLOBAL ENTERPRISES
INC.**

By: /s/ Joseph Byrne
Name:
Title:

ACLH, LLC

By: /s/ Zhinan Liu
Name: Zhinan Liu
Title: Director