

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of December, 2014, by and between My Cyberstaff, Inc, (hereinafter referred to as "Corporation") and Bastiaan Johannes Arnoldus Derksen, (hereinafter referred to as "Purchaser");

WITNESSETH:

WHEREAS, the Corporation is a Corporation who will sell 3000 shares of the issued and outstanding shares of the capital stock of the Corporation, My Cyberstaff, Inc a Corporation duly incorporated in the Republic of the Philippines, which Corporation has currently issued capital stock of 2500 shares of par value common stock at PHP 100 (each), and

WHEREAS the company will issue an additional 6500 shares inclusive of the above 3000 shares, and

WHEREAS, the Purchaser desires to purchase said stock and the Corporation desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE:

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Corporation shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Corporation the Corporation's Stock in consideration of the purchase price set forth in this Agreement. The certificates representing the Corporation's Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Corporation.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at Olongapo, Zambales, Philippines on the 31st day of January, 2015 at 12 noon, or such other place, date and time as the parties hereto may otherwise agree.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE.

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

3. REPRESENTATIONS AND WARRANTIES OF CORPORATION.

Corporation hereby warrants and represents:

(a) Organization and Standing.

Corporation is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines and has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock.

i. The Corporation is not a party to any agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.

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ii. Corporation is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF CORPORATION AND PURCHASER.

Corporation and Purchaser hereby represent and warrant that there has been no act or omission by Corporation, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

(a) Entire Agreement.

This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings.

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law.

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Republic of the Philippines. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Olongapo City, Province of Zambales. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Signed, sealed and delivered:


Bastiaan Johannes Arnoldus Derksen



Signature above printed name

Date 15th December 2014

Murto Nel
CEO, My Cyberstaff, Inc



Signature above printed name

Date 12.15.2014

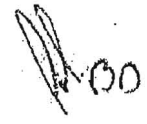


EXHIBIT "A" AMOUNT AND PAYMENT OF PURCHASE PRICE

Consideration.

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Corporation the sum of three hundred thousand peso (PHP 300 000) to be delivered to Corporation upon the execution of this Agreement.