

SHARE PURCHASE AGREEMENT

dated

10/03/2026

between

ALEKSANDAR RAJOVIC

and

LORAND-ROBERT MINYO

This Agreement (**Agreement**) is dated as at 10/03/2026 (the “**Effective Date**”)

BETWEEN

- (1) **LORAND-ROBERT MINYO**, holder of the passport serial number 060913126, residing at: No 2, BL. P19, ET.4, AP.24, LIVIU REBREANU STREET, 400446, CLUJ-NAPOCA, ROMANIA (**Seller**); and
- (2) **ALEKSANDAR RAJOVIC**, holder of the passport number 211642444, residing at Borgerdiget 59B, 2730 Herle, Denmark (**Purchaser**);

each a **Party** and together the **Parties**.

WHEREAS

The Seller is the legal and beneficial owner of **1000 shares** with nominal value 1.00 EUR (“**the Shares**”) in **RAVENTO HOLDING LIMITED**, a limited liability company incorporated in Cyprus, with registration number: HE 449144 and registered address at: Eleftherias,19, Lakatamia, 2312, Nicosia, Cyprus (**Company**), constituting 50% of the Company’s entire issued share capital.

The Seller wishes to sell the Shares and the Purchaser wishes to acquire the Shares subject to the terms and conditions of this Agreement.

NOW THEREFORE for mutual, good and valuable consideration, acknowledged and received, the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions:

Affiliates: means an affiliate of a Party, including, in relation to a natural person, a relative up to third degree and, in relation to a legal person, any Group company.

Business Day: means a day other than a Saturday or Sunday when banks are open for business in Cyprus.

Completion: means the completion of the sale and purchase of the Shares in accordance with this Agreement.

Completion Date: means the date of Completion, which shall be agreed between the Parties in writing.

Conditions: means the conditions precedent listed in clause 4.1

Confidential Information: means all confidential information which a Party (or its Affiliates), directly or indirectly discloses, or makes available, to the other Party (or its Affiliates), including the terms and existence of this Agreement, any information which is specifically described as confidential by the disclosing Party and all information whatsoever concerning the business, interests, plans, intentions, clientele, targets, financials, technical information, data, analysis, administrative affairs, personal affairs, operations, processes, policies, know-how, personnel, product or service information, suppliers, distributors, agents, trade secrets, designs, intellectual property (such as trademarks copyrights and patents) and all and any other information reasonably deemed confidential of the disclosing Party or its Affiliates.

Encumbrances: any right or interest of any person (including the right to acquire (call), option to sell (put) or any pre-emption right) or any mortgage, charge, pledge, lien, assignment or any other security agreement or arrangement.

Force Majeure: means any event which prevents a Party from complying with any of its obligations under this Agreement and is neither within that Party's reasonable control nor the result of negligence of such Party and which occur despite all reasonable attempt to avoid, mitigate or remedy, including but not limited to acts of god, war, terrorism, epidemics, strikes, etc.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, and any company, trust or other legal person which is under the same, direct or indirect control, of that company.

Seller's Warranties: means the definition ascribed to the term in clause 6.

Purchase Price: means purchase price of the Shares as described in clause 3.1.

Purchaser's Warranties: means the definition ascribed to the term in clause 7.

1.2 Interpretation

- (a) Clause and paragraph headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (b) The preamble forms an integral part of this agreement.
- (c) A reference to writing includes fax and email.
- (d) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (e) A reference to a **holding company** or a **subsidiary** or **control** shall have the widest interpretation possible.
- (f) Expressions made for one gender shall be deemed to include the other gender, or be gender neutral, as the context requires.
- (g) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (h) Reference to this Agreement shall be to this Agreement as amended or supplemented from time to time.
- (i) Capitalised terms not defined in this clause shall have the meaning awarded to them in the body of this Agreement.
- (j) Where the context permits, reference to a Party and/or its Affiliates shall include its employees, directors, shareholders, officers, delegates, agents and other representatives.

2. SALE AND PURCHASE

- 2.1 Subject to the terms of this Agreement and the Conditions, the Seller sells and the Purchaser purchases the Share, free from all Encumbrances, with all rights that now or in the future attached to them, including but not limited to the right to receive all dividends and distributions declared after the Completion Date.

3. PURCHASE PRICE

- 3.1 The purchase price of the Share, payable by the Purchaser to the Seller, shall be **EUR 1.000,00** (one thousand euros) ("**Purchase Price**").
- 3.2 The Purchase Price shall be payable in a lump sum after the completion of the transfer of the Shares.
- 3.3 Payment of the Purchase Price in accordance with clause 3.2 shall constitute full and unequivocal satisfaction of the obligations of the Purchaser against the Seller under this Agreement.

4. CONDITIONS PRECEDENT

- 4.1 The Completion of the sale and purchase of the Shares under this Agreement shall be effective subject to the following conditions being satisfied or waived by the Completion Date:
- (a) Completion of full corporate Due Diligence by or on behalf of the Purchaser in respect to the affairs of the Company. The Purchaser by placing its signature here below declares and acknowledges that a corporate Due Diligence has been carried out on the affairs of the Company, to the full satisfaction of the Purchaser, including the reception of Management Accounts of the company as at the Effective Date, as well as a list of current liabilities of the Company as at the Effective Date.
- (b) The Warranties are, and remain, true and accurate in all material respects.
- 4.2 The Seller and the Purchaser shall use all reasonable endeavors to procure that the Conditions shall remain applicable from the Effective Date and up and until the Completion Date.
- 4.3 Where all the Conditions are not satisfied, or waived, by the Completion Date this Agreement shall be terminated and rescinded in full.

5. COMPLETION

- 5.1 Provided that the Conditions are satisfied, Completion shall take place on Completion Date to be agreed by the Parties.
- 5.2 On the Completion Date or as soon as practicably possible thereafter, the following actions shall occur:
- (a) The Seller shall duly transfer the Shares to the Purchaser and shall take all necessary actions to that effect;
- (b) The Purchaser shall pay the Purchase Price to the Seller in accordance with clause 3.2 within 3 (three) calendar months from the date the above transfer of the Shares is completed.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

- 6.1 The Seller hereby represents and warrants to the Purchaser that the following statements are true and accurate:
- (a) The Seller is the holder of the Shares and has full power and authority to enter into this Agreement and perform its terms.

- (b) The Shares is free from any Encumbrance.
- (c) This Agreement, upon execution shall constitute a legal, valid and binding obligation of the Seller, enforceable against the Seller according to its terms and conditions
- (d) The execution of the Agreement and sale of the Shares thereof, shall not in any way conflict and/or violate any law or regulation or decision or judgment of any body or any relevant authority to which the Seller is subject.
- (e) There are no legal, arbitral or administrative proceedings initiated or pending against the Seller that could affect the performance of its obligations under this Agreement and to the best of the Seller's knowledge no circumstances exist that could give rise to any such proceedings, other than those already specifically mentioned to the Purchaser as at the Effective Date, and which the Purchase hereby acknowledges knowledge thereof.
- (f) The Seller is not insolvent, it is not under liquidation or any similar proceedings and no filings have been submitted whatsoever to this end
- (g) The documents and information on the Company which the Seller provided to the Purchaser in connection to this Agreement, whether legal, financial or otherwise, is accurate, adequate, complete and true, in accordance with the Company's books, records and accounts and presents a true picture of the affairs of the Company.
- (h) The Company is not insolvent, it is not under liquidation or any similar proceedings and no filings have been submitted whatsoever to this end.

7. PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 7.1 The Purchaser hereby represents and warrants to the Seller that the following statements are true and accurate:
- (a) The Purchaser has full power and authority to enter into and to execute this Agreement and perform the relevant obligations hereunder.
 - (b) This Agreement upon execution shall constitute a legal, valid and binding obligation of the Seller, enforceable against the Seller according to its terms and conditions hereof.
 - (c) The execution of the Agreement and sale of the Shares thereof, shall not in any way conflict and/or violate any law or regulation or decision or judgment of any body or any relevant authority to which the Purchaser is subject.
 - (d) There are no legal, arbitral or administrative proceedings initiated or pending against the Purchaser that could affect the performance of its obligations under this Agreement and to the best of the Purchaser's knowledge no circumstances exist that could give rise to any such proceedings.
 - (e) The Purchaser is not insolvent, is not under liquidation and no similar proceedings or filings have been submitted whatsoever to this end.
 - (f) The Purchaser has had the chance to receive and review the Company's Management Accounts as at the Effective Date, and by placing its signature below fully accepts the Company's financial position as at the Effective Date.
 - (g) The Purchaser accepts and understands that the Company is sold "AS IS" with all its assets, including the Company's Subsidiary, debts and liabilities as those have already been reviewed, accepted and acknowledged by the Purchaser.

8. CONFIDENTIALITY

- 8.1 Each Party hereby warrants and undertakes to the other Party that it shall keep the Confidential Information secret and confidential and shall not, directly or indirectly, use, exploit or disclose the Confidential Information to third parties, except where expressly permitted by this Agreement.
- 8.2 No restriction applies in connection to Confidential Information:
- (a) which was already known to the recipient Party prior to its communication by the disclosing Party;
 - (b) is or becomes in the public domain except by reason of breach of this Agreement by the recipient Party or its Affiliates; or
 - (c) to the extent disclosure is required by applicable law, an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body of competent jurisdiction, provided that the recipient Party shall, to the extent permitted by applicable law, give the disclosing Party as much notice of such disclosure as possible

9. TERMINATION

- 9.1 This Agreement may be terminated:
- (a) by mutual written agreement of both Parties;
 - (b) in accordance with this Agreement where any Condition is not satisfied or waived by the Completion Date;
 - (c) by written notice from any Party, if the other Party has committed a material breach hereunder which was not cured within 5 Business Days of notification of such a breach.
- 9.2 Notwithstanding termination of this Agreement, for any reason whatsoever, including full performance of its terms, clause 1 (Interpretation), clause 8 (Confidentiality), this clause 9, clause 10.2 (Assignment), clause 10.3 (Entire Agreement), clause 10.4 (Waiver), clause 10.6 (Severability), clause 10.7 (Inadequacy of Damages) and clause 11 (Governing Law and Jurisdiction) shall survive termination.
- 9.3 Without prejudice to the above, termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination of this Agreement.

10. MISCELLANEOUS

10.1 Notices

- (i) A notice required to be given to a Party hereunder or in connection with this Agreement shall be in writing and in English, sent to the relevant Party to the email address as that Party may notify to the other in accordance with the provisions of this clause.
- (ii) Delivery of a notice is deemed to have taken place if sent by email, at the time of transmission.
- (iii) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.2 **Assignment**

No Party may assign, transfer any or all of its rights or obligations under this Agreement except as expressly permitted herein or with the prior written consent of the other Party.

10.3 **Entire Agreement**

- (a) This Agreement constitutes the entire agreement between the Parties and replaces any and all previous and preliminary agreements, arrangements or covenants between the Parties, whether written or oral, relating to its subject matter.
- (b) By entering into this Agreement, the Parties acknowledge that they do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set forth in this Agreement.

10.4 **Waiver**

- (a) No waiver of any right or remedy under this Agreement or by law is effective unless given in writing and signed by the person waiving such right or remedy.
- (b) Neither the failure nor any delay of a Party to exercise any right or remedy provided under this Agreement or by law shall operate a waiver thereof, nor shall it prevent or restrict any further exercise of the same right or any other right or remedy.

10.5 **Force Majeure**

Any Party affected by a Force Majeure and thereby prevented from performing its obligations under this Agreement shall provide reasonable notice in writing to the other Party but shall not be considered in breach of the Agreement or otherwise liable for failure or delay of completing such obligations and the obligations of the other Party shall be suspended to the same extent as of the affected Party.

10.6 **Severability**

If a provision or part-provision of this Agreement is held by a court or any other authority of competent jurisdiction as unenforceable it shall be considered modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Such modification under this clause will not impair the validity and enforceability of the rest of this Agreement and the latter will continue to be given full force and effect to bind the parties to this Agreement.

10.7 **Inadequacy of Damages**

- (a) Each Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the terms of this Agreement and accordingly, each Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement provided by the law.
- (b) Nothing in this clause shall affect any other rights or remedies that a Party may have under this Agreement or under applicable law.

10.8 **Third Party Rights**

Unless it expressly states otherwise, this Agreement does not give rise to any third party rights.

10.9 Further Assurance

Each Party shall do, execute, deliver or procure to be done, such documents and perform such acts as may be reasonably required from time to time for the purpose of giving full effect to this Agreement.

10.10 Amendments

Any amendments, additions or variation of this Agreement shall be considered effective only if made in writing and is signed by the Parties.

10.11 No Partnership

No clause in this Agreement shall be construed as to establish any partnership between the Parties or constitute any Party the agent of the other Party.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts, executed and delivered to the other Party in any manner whatsoever, shall together constitute the one Agreement.

11. GOVERNING LAW AND DISPUTE RESOLUTION

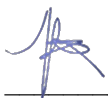
11.1 Each Party agrees that this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Cyprus.

11.2 Each Party irrevocably agrees that any dispute, controversy or claim arising out of or in connection with this Agreement or its violation, termination or invalidity shall be finally resolved in Cyprus Courts.

11.3 Nothing in the above clause shall prevent any Party from seeking interim relief from a court of competent jurisdiction.

This Agreement has been entered into on the date stated at the beginning of it.

SELLER



LORAND-ROBERT MINYO

PURCHASER



[Aleksandar Rajovic \(Mar 26, 2026 13:25:16 GMT+1\)](#)

ALEKSANDAR RAJOVIC

Lorand (Ravento transfer)2026

Final Audit Report

2026-03-27

Created:	2026-03-26
By:	Wen Hsieh (licensing@igagroup.com)
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-  Signer aleksandar.rajovic@live.dk entered name at signing as Aleksandar Rajovic
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-  Document e-signed by Aleksandar Rajovic (aleksandar.rajovic@live.dk)
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2026-03-27 - 12:26:16 PM GMT- IP address: 188.25.113.156
-  Document e-signed by Lorand-Robert Minio (compliance@solidstake.com)
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