

SHARE TRANSFER AGREEMENT

Date: _____, 2026

Vlad Profeanu, bearing passport 063237815, residing at Bucharest, Sos. Fabrica de Glucoza Road Nr. 6-8, Bl. BL. 6, Sc. B Et., 10 Ap. 109, Romania 020332; further to be referred to as, "Transferor "

and

David James Freeman, bearing passport number 549285043, residing in 42 Okehampton Road, Coventry, CV3 5AU, United Kingdom; further to be referred to as, "Transferee"

Taking into consideration that:

The Transferor holds all the issued and outstanding shares in Gladiator Holding N.V., a limited liability company established at Zuikertuintjeweg z/n in Curaçao, registered at the Curaçao Chamber of Commerce & Industry under number 161721, further to be referred to as the "Company", for shares, numbered 001 through 100, each with a nominal value of USD 1.

Transferor desires to sell for consideration of USD 100, and transfer to the Transferee the shares referred to above, numbered 001 through 100, each with a nominal value of USD 1 in the corporate stock of the Company (the "Shares"), while the Transferee desires to accept from Transferor the Shares.

Transferee has paid the purchase price of the Shares noting that all issued shares remain paid up in full.

NOW THEREFORE, parties hereby expressly agree and accept the following:

The Transferor hereby sells for consideration of USD 100 and transfers unto the Transferee the Shares in the capital stock of the Company and the Transferee does hereby accept and acknowledge such transfer in according to article 2:210 sub 2 of the Civil Code Curacao.

The Transferor hereby represents and warrants to Transferee that both at the date of this deed and at the date on which the transfer of the Shares is effective:

- a. Transferor is the sole holder and legal and beneficial owner of the Shares, has full title thereto and is entitled to transfer those shares;
- b. Transferor has not granted or agreed to grant any pledge or other encumbrance over the Shares, and there are no agreements or arrangements affecting the Shares or which would fetter or otherwise prejudice the rights of Transferee;
- c. The Shares are not subject to any attachment, and no depository receipt (certificaten van aandelen) or share certificates (aandeelbewijzen) have been issued for the Shares.

Parties shall do all such further acts, seek to obtain all such consents and cooperation from third parties, give all such further notices and execute all such further documents as shall be necessary to fully effectuate the transactions contemplated by this deed.

This deed shall have effect as of the first date of signing hereof. The transfer of the full and legal ownership of the Shares shall be effective as of the acknowledgement by the Company of this deed, or as of the service of this deed upon the Company, whichever occurs first.

To the fullest extent permitted by the laws of Curaçao, each of the Parties hereby waives its rights to rescind (ontbinden) this deed or to void (vernietigen) the legal acts (rechtshandelingen) performed under or pursuant to this deed. The mistaken party shall bear the risk of any mistake (dwaling) in making this deed.

This deed shall be construed in accordance with and governed by the laws of Curaçao. Any dispute or difference arising in connection with this deed which cannot be amicably settled between the Parties, shall be submitted to the Court of First Instance in Curaçao.

IN WITNESS WHEREOF, the undersigned have executed this agreement.

Signed in Curaçao, on _____, 2026



Vlad Profeanu, represented by
Phaedra Hanst under Power of Attorney
Transferor

David James Freeman
Transferee

The Company hereby acknowledges the transfer of the shares as laid down in the deed of transfer of shares dated _____ 2026, ("Deed") and undertakes to immediately register the transfer of the Shares and the date thereof in the shareholders' register of the Company and have this registration signed by a managing director of the Company while providing the Transferee with an extract thereof.

Gladiator Holding N.V.
The Company

(Draft) Gladiator Holding NV - Share Transfer agreement Freeman

Final Audit Report

2026-01-15

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