

I certify that I have seen and verified the original document,
“Re-purchase of Shares of Next to You B.V.” (fka The Luck Factory B.V.) dated 31 May 2022 and
confirm that this is a complete and accurate copy of the original agreement document.

Name: Gouloud Hammoud

Phone: +599 9 733 1839

Date: 25th July 2024

Capacity: Managing director

G-Force Corporate Services B.V.

On behalf of Global Related Services B.V.

Signature



Email address: gouloud.hammoud@g-force-corporate-services.com

This certification declaration is attached to the copy of the original document.
“Re-purchase of Shares of The Luck Factory B.V.”



RE-PURCHASE of SHARES of

The Luck Factory B.V.

The undersigned:

The Luck Factory B.V., registered at the Curacao Chamber of Commerce & Industry under nr. 145738(0) and residing at Kaya Richard J. Beaujon Z/N Willemstad, Curaçao, duly represented by its director Global Related Services B.V. (hereinafter the "**Company**");

and

Mrs. Viktoriya Volodymyrivna Lazarenko, holder of a Ukraine passport no. FB371930 residing at 14000, Chernihiv City, 49 a Myru Avenue, Ukraine, (hereinafter: the "**Transferor**").

The Company and the Transferor are hereinafter also together referred to as "**Parties**" and individually referred to as "**Party**".

WHEREAS:

- a) Transferor is the registered owner of the total paid in share capital, being 1000 shares with a par value of Euro 1,- each, numbered 1 until and including 1000 of the Company;
- b) Transferor is unfortunately confronted with serious acts of war in her country of residence – being Ukraine - at the time of entering into this underlying Share Repurchase Agreement;
- c) Transferor and the management of the Company have decided that based on the above indicated facts and circumstances it is in the best interest of the Company to re-purchase 999 shares (hereinafter: the "**Shares**") from Transferor against *par value*;
- d) in accordance with article 5 of the articles of association of the Company the Management Board of the Company, has taken the decision on 26th May 2022, to re-purchase the 999 Shares from the Transferor;
- e) Transferor in its position as shareholder of the Company is willing to co-operate with the re-purchase of all the 999 Shares of the Company; and
- f) The Company and Transferor are wishing to effect the repurchase of the Shares under the conditions as indicated below.

NOW HEREBY AGREE AS FOLLOWS:

Article 1. Re-purchase

- 1) The Transferor hereby transfers, and the Company hereby accepts all rights and title to and interest of the 999 Shares (numbered 1 until and including 999) in the capital of the Company, as per the date of May 31, 2022.
- 2) All dividends to be declared on said shares are for the account of the Company and will therefore stay as share profit as part of the equity of the company.
- 3) The 999 shares are completely for the account of and for the risk of the Company and therefore the Transferor is not required to provide any warranty to the Company.

Article 2. Repurchase price

The re-purchase price of the 999 Shares equals to the par value of these Shares being a total amount of Euro 999 and will be paid immediately by the Company to Transferor after signing of this underlying Share Repurchase Agreement by Parties.

Article 3. Registration

The Company will register the Repurchase of the 999 Shares in the Share Register of the Company.

Article 4. Cost

The company shall bear all cost relating to the Repurchase of the 999 Shares.

Article 5. Revoking and amendment

Parties hereby renounce the right to revise, amend, revoke or otherwise change this agreement.

Article 6. Notices

Any notice under this agreement shall be served to such address set out below to each party's full name and details.

Party:	Company	Transferor
Name:	THE LUCK FACTORY B.V. duly represented by Global Related Services B.V.	Viktoriya Volodymyrivna Lazarenko
Address:	Kaya Richard J. Beaujon z/n, Curacao	14000, Chernihiv City, 49 a Myru Avenue, Ukraine

TASDIK MEMURU

Email:	gouloud.ammoud@g-force-corporate-services.com	Lazarenko.vikk@gmail.com
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Article 6. Severability

If any section if found inapplicable or not enforceable then this shall not affect any of the other provisions of this Agreement.

Article 7. Governing law

This Agreement shall be exclusively governed by the laws of Curaçao. Any dispute - which cannot be solved in an amicable matter between Parties - shall be settled under arbitration in Curaçao under the expedient rules to be agreed upon by that time. The proceeding shall be held in Curaçao.

IN WITNESS WHEREOF Parties have signed this agreement in duplicate,

The Luck Factory B.V.

Mrs. Viktoriya Volodymyrivna Lazarenko

On its behalf:

Global Related Services B.V.

Represented by:

Gouloud Hammoud

Position: Director

Date: 31 May 2022

Date: 31 May 2022

Signed (or sealed) this day in my presence by
Viktoriya Volodymyrivna Lazarenko
As the Certifying Officer, I certify the signature
which appears on document and assume no responsibility for
the content of this document. In testimony whereof I have
hereby set my hand and official seal this **31st** day of
May 20**22**.
Fees: € 5.00

GEORGIA AGIOMAMITOU VEVI
Certifying Officer

