

JRB CAPITAL LTD

(Vendor)

and

WEALTH PROLONG LIMITED

(Purchaser)

SHARE SALE AND PURCHASE AGREEMENT

THIS SHARE SALE AND PURCHASE AGREEMENT is made on the 1st of April, 2024 (hereinafter referred to as the "**Effective Date**");

BETWEEN:

- (1) **JRB CAPITAL LTD**, a company registered and organised under the laws of the Republic of Cyprus, with registration number HE 422855 and registered office address at Agias Fylaxeos 95, floor 1, 3087 Limassol, Cyprus (hereinafter referred to as the "**Vendor**"); and
- (2) **WEALTH PROLONG LIMITED**, a company registered and organised under the laws of Hong Kong, with registration number 3179115 and registered officer address at room 907, Silvercord Tower 2, 30 Canton Road, Tsim Sha Tsui, Hong Kong (hereinafter referred to as the "**Purchaser**").

In the presence of **TLF ENTERTAINMENT LTD**, a company registered and organised under the laws of the Republic of Cyprus with registration number HE 422858 and registered office at Agias Fylaxeos 95, floor 1, 3087 Limassol, Cyprus (hereinafter referred to as the "**Company**").

WHEREAS:

- (A) As of the date of this Agreement, the Vendor is the legal and beneficial owner of 1000 (One Thousand) Ordinary shares of nominal value of EUR 1 per share in the Company (the "**Shares**"), representing the 100% of the share capital of the Company.
- (B) The Vendor wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendor, the Shares of the Company, upon terms and subject to conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreement and covenants hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1 Definitions

1.1 In this Agreement the following words and expressions have the following meanings:

"Affiliates" means, with respect to any person, a person that controls, is controlled by, or is under common control with such person, it being understood, that a person shall be deemed to "**control**" another person, for purposes of this definition, if such person directly or indirectly has the power to direct or cause the direction of the management and policies of such other person, whether through holding ownership interests in such other person, through agreements or otherwise;

"Business Day" means a day (excluding Saturdays and Sundays) on which banks generally are open in the Republic of Cyprus for the transaction of normal banking business;

“Control” (including the terms **“controlled by”** and **“under common control with”**), with respect to the relationship between or among two or more persons, means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the affairs or management of a person, whether through the direct or indirect ownership or control of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or other managements organs governing the affairs of such person;

“Encumbrances” means a mortgage, charge, pledge, lien, option, right of first refusal, right of pre-emption, third-party right or interest or any other encumbrance or security interest in favour of any third party of any kind having similar effect;

“Parties” mean the parties to this Agreement;

“Purchase Price” has the meaning given to this term in Clause 2.1;

“Shares” means 1000 (One Thousand) Ordinary Shares in the capital of the Company with a nominal value of 1 (One) euro each, representing the 100% of issued and authorised capital of the Company;

“Transfer Order” means the document executed by the Vendor requesting the transfer of ownership of the Shares from the Vendor to the Purchaser; and

- 1.2 All references in this Agreement to a statutory provision shall be construed as including references to:
 - 1.2.1 Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement for the time being in force:
 - 1.2.2 All statutory instruments or orders made pursuant to a statutory provision: and
 - 1.2.3 Any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.
- 1.3 Clause headings in this Agreement are for ease of reference only and shall not effect the construction of any provision.

2. Sale and Purchase

- 2.1 Subject to the terms and conditions of this Agreement, at the Closing, the Vendor agrees to sell and deliver to the Purchaser, and the Purchase agrees to purchase from the Vendor the Shares, free and clear of any Encumbrances, and for the purchase price of EUR 10.000.000,00 (Ten Million Euros) (hereinafter referred to as the **“Purchase Price”**).

The Purchase Price is payable with four (4) instalments payable as follows:

- €2.500.000,00 (Two Million and Five Hundred Thousand Euros) payable on the date of signature of this Agreement;
- €2.500.000,00 (Two Million and Five Hundred Thousand Euros) payable on July 1st , 2024;
- €2.500.000,00 (Two Million and Five Hundred Thousand Euros) payable on October 1st , 2024;
- €2.500.000,00 (Two Million and Five Hundred Thousand Euros) payable on December 1st , 2024;

3. Closing

3.1 Subject to the terms and conditions of this Agreement, the closing of the purchase, sale and delivery of the Shares pursuant to this Agreement shall take place as soon as possible following the satisfaction or waiver of the conditions to the obligations of the Parties.

3.2 Closing Deliverables

- a. The Purchased Price is fully paid to the Vendor;
- b. The Vendor shall deliver to the Purchaser a copy of the director' resolution approving the transfer of Shares in the Company;
- c. The Vendor shall transfer ownership of the Shares and inform the Company of the said transfer;
- d. The Company shall deliver to the Purchaser a copy of the directors' resolution whereby it was agreed to register the Purchaser as a shareholder of the Company subsequent to the transfer of Shares;
- e. The Company shall take necessary steps to effect registration in the Registrar of Companies in Cyprus and shall deliver to the Purchaser a copy of the transfer notification form;

4. Warranties and Covenants by the Vendor

4.1 The Vendor represents and warrants as follows:

- 4.1.1 the Shares constitute 100% of the issued share capital of the Company, have been properly issued and are fully paid;
- 4.1.2 the Vendor has sole legal and beneficial title to the Shares;
- 4.1.3 there is no Encumbrance and there is no agreement, arrangement or obligation to create or give an Encumbrance, in relation to any of the Shares;
- 4.1.4 there are no agreements or arrangements in force, other than this Agreement which grant to any person the right to call for the issue, allotment or transfer of any of the Shares;
- 4.1.5 the register of shareholders of the Company has been properly kept and contains an accurate and complete record in respect of the Shares and no notice or allegation that such record is incorrect or should be rectified, has been received;

- 4.1.7 the Vendor has the right, power and authority to enter into, execute and perform this agreement and has taken all necessary actions to authorise the execution and performance of this Agreement and this Agreement constitutes valid, legal and binding obligations on the Vendor enforceable in accordance with its terms;
- 4.1.8. the Company is duly incorporated, validly existing and in good standing under the laws of the Republic of Cyprus and is not insolvent and/or in bankruptcy.
- 4.1.9 the execution and delivery of and the performance by the Vendor of its obligations under this Agreement will not:
- (a) Conflict with any agreement or other instrument to which it is a party or which is binding upon it or any of its assets;
 - (b) Conflict with its charter or other constituent documents; or
 - (c) Result in a breach of any applicable law, regulation or official or judicial order.
- 4.2 The Vendor undertakes to notify the Purchaser of any event occurring between the date hereof and the Transfer Date that may have a material adverse effect on the Company or its prospects, the Shares, or the transactions contemplated by this Agreement.

5. Warranties by the Purchaser

- 5.1 The Purchaser represents and warrants as follows:
- 5.1.1 the Purchaser has the right, power and authority to enter into, execute and perform this Agreement and has taken all necessary actions to authorise the execution and performance of this Agreement, and this Agreement constitutes valid, legal and binding obligations on the Purchaser enforceable in accordance with its terms;
- 5.1.2 the execution and delivery of and the performance by the Purchaser of its obligations under this Agreement will not:
- (a) conflict with any agreement or other instrument to which it is a party or which is binding upon it or any of its assets;
 - (b) Conflict with its charter or other constituent documents; or
 - (c) Result in a breach of any applicable law, regulation or official or judicial order.

6. Notices

- 6.1 Any notice or other communication to be given by one Party to the other Party under, or in connection with, this Agreement shall be in writing and signed by or on behalf of

the Party giving it. It shall be served by sending it by e-mail, or sending it by special delivery or registered post, to the address set out in Clauses 6.2 and in each case marked for the attention of the relevant Party set Out in Clause 6.2 (or as otherwise notified from time to time in accordance with the provisions of this Clause 6).

6.2 The addresses of the Parties for the purpose of Clause 6.1 are as follows:

Vendor:

Registered Address: Agias Fylaxeos 95, floor 1, 3087 Limassol,

Purchaser:

Registered Address: Room 907, Silvercord Tower 2, 30 Canton Road, Tsim Sha Tsui, Hong Kong

7. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties in connection with the sale and purchase of the Shares.

8. Variation

8.1 No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

8.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full and effect, except and only to the extent that they are so varied.

9. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of such term or provision or the remaining terms and provisions of this Agreement in any other jurisdiction. In the event of a determination of invalidity or unenforceability of a particular provision of this Agreement, the Vendor and the Purchaser shall seek in good faith and employ all reasonable endeavours to revise or restructure such provision and/or to enter into such further agreements and/or arrangements in such manner as would give effect to the intent of the Vendor and the Purchaser as expressed herein while rendering the intent of such provision fully valid, binding and enforceable.

10. Further Assurance

The Vendor agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the Purchaser may reasonably require, whether on or after the Transfer Date, to implement and/or give effect to this Agreement and the transaction contemplated by it and for the purpose of vesting in the Purchaser the full benefit of the assets, rights and benefits to be transferred to the Purchaser under this Agreement.

11. Language; Number of Originals

This agreement is executed in English in two originals, each Party receiving one original. All documents to be furnished or communications to be given or made under this Agreement shall be in English language or, if in another language, shall be accompanied by a certified translation into English which translation shall be the governing version between the Parties.

12. Specific Performance

Each Party hereto agrees that the obligations imposed on it in this Agreement are special, unique and of an extraordinary character, and that in the event of its breach of such obligations, damages would not be an adequate remedy, and other Parties shall be entitled to specific performance and injunctive and other equitable relief in addition to any other remedy to which it may be entitled; and the Parties further agree to waive any requirement for the securing or posting of any bond connection with the obtaining of any such injunctive or other equitable relief.

13. Governing Law

This Agreement and the relationship between the Parties shall be governed by and interpreted in accordance with the Laws of the Republic of Cyprus.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

VENDOR


Name: Joan Roger Beaufort
Title: Director
JRB CAPITAL LTD



PURCHASER


Name: Alberts Kononovs
Title: Director
WEALTH PROLONG LIMITED

