

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (hereinafter referred to as the "**Agreement**") is entered into on 07 October 2025

BETWEEN:

- (1) **Mr. Prashant Naresh Patel**, holder of passport of Great Britain no. 556951978, residing at 17 Triq IS-Sibbiena, Naxxar, NXR 3062, Malta (hereinafter referred to as the "**Seller**"); and
- (2) **Mr. Eric James Gandy**, holder of passport of Republic of South Africa no. A06870495, residing at 29 Dorking Crescent, Parklands North, Cape Town, 7500, South Africa (hereinafter referred to as the "**Purchaser**").

The Seller and the Purchaser hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Seller is the current holder of 1,000 shares (the "**Shares**"), each with a nominal value of EUR 1.00, representing 100% of the issued share capital of Cre8 B.V. (the "**Company**").
- B. The Company was incorporated under the laws of Curaçao on November 15, 2022, and is registered with the Curaçao Chamber of Commerce under registry number 162294, having its registered office at Emancipatie Boulevard Dominico F. "Don" Martina 31, Willemstad, Curaçao.
- C. As of the Effective Date (as defined below), the Shares represent 100% of the authorized and issued share capital of the Company.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payments, covenants, agreements and warranties herein contained the Parties hereto do hereby covenant and agree as follows.

CLAUSE 1 – DEFINITIONS AND INTERPRETATION

- 1.1. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meaning attributed thereto below:

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in the Republic of Cyprus are open for business;

"**Closing**" means the completion of the sale and purchase of the Shares when the Company signs the acknowledgement of the Share transfer;

"**Closing Date**" means the date when the Company signs the acknowledgement of the Share transfer;

"**Effective Date**" means 07 October 2025, the date of signing of the present Agreement;

"**Encumbrance**" means any mortgage, charge, pledge, lien, restriction, assignment, hypothecation, security interest, title retention or any other agreement or arrangement the effect of which is the creation of security, or any interest, equity or other right of any person (including any right to acquire, option, right of first refusal or right of pre-emption or any agreement or arrangement to create any of the same);

"**Purchase Price**" has the meaning ascribed to this term in clause 3.1.

- 1.2. Clause and schedule headings do not affect the interpretation of this Agreement.

- 1.3. References to this Agreement include this Agreement as amended or varied in accordance with its terms.
- 1.4. References to the recitals, clauses and the schedules are references to the recitals and clauses of and schedules to this Agreement.
- 1.5. The terms defined in this Agreement shall include the plural, as well as the singular form of such defined terms, and the use of any gender herein shall be deemed to include the other gender as well.
- 1.6. References to any person (which for the purposes of this Agreement shall include natural persons, bodies corporate, unincorporated associations, partnerships, governments, governmental agencies and departments, statutory bodies or other entities, in each case whether or not having a separate legal personality) shall include the person's successors.
- 1.7. Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words "without limitation" following them.
- 1.8. All references to statutory provisions or enactments shall include references to any amendment, modification or re-enactment of any such provision or enactment (whether before or after the date of this Agreement) to any previous enactment which has been replaced or amended and to any regulation or order made under such provision or enactment whether before or after the date of this Agreement.

CLAUSE 2 – SALE AND PURCHASE OF SHARES

- 2.1. Subject to the terms and conditions of this Agreement on the Closing Date the Seller shall sell and transfer to the Seller and the Purchaser shall buy and accept from the Seller the Shares free from all Encumbrances together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the Effective Date.

CLAUSE 3 – PURCHASE PRICE

- 3.1. The consideration for the Shares is USD 70,000.00 (seventy thousand United States dollars) (the "**Purchase Price**"). The Purchase Price shall be paid by the Purchaser on the Closing Date, either (i) by wire transfer in United States dollars, (ii) in physical cash (United States dollars), or (iii) in cryptocurrency (USDT). If the Purchaser elects to pay by wire transfer in USD or in cryptocurrency (USDT), such payment shall be made to the account or wallet details notified in writing by the Seller to the Purchaser upon execution of this Agreement.
- 3.2. The Purchaser shall provide the Seller with written confirmation of the payment of the Purchase Price, as follows:
 - 3.2.1. **Wire Transfer (USD):** a copy of the bank transfer confirmation or SWIFT message evidencing the transfer of funds to the Seller's designated account;
 - 3.2.2. **Cash Payment (USD):** a written receipt signed by the Seller (or its authorized representative) acknowledging receipt of the Purchase Price in cash;
 - 3.2.3. **Cryptocurrency (USDT):** a written confirmation from the Purchaser, accompanied by the relevant blockchain transaction hash evidencing transfer of the Purchase Price to the Seller's designated wallet.

CLAUSE 4 – CLOSING

- 4.1. The Closing shall take place on the Closing Date.
- 4.2. On the Closing Date upon receipt of the full Purchase Price by the Seller the latter shall deliver or caused to be delivered to the Purchaser the following documents:
 - 4.2.1. one original counterpart of this Agreement executed by the Seller;
 - 4.2.2. the original share certificate representing all shares held by the Seller which shall be cancelled on the Closing Date.
- 4.3. On the Closing Date, the Purchaser shall:
 - 4.3.1. countersign this Agreement and deliver one original counterpart of this Agreement executed by the Purchaser to the Seller;
 - 4.3.2. pay the Purchase Price in accordance with clause 3.1. hereof.
- 4.4. As soon as possible after Closing the Seller shall deliver to the Purchaser the originals of any other documents, which regard the activity of the Company since the date of its incorporation, including, but not limiting to: (a) all of the agreements, entered by the Company during its existence; (b) documents on book-keeping and financial accounting of the Company; (c) Company's financial reports and other reports, filed by the Company to the state tax authorities or any other state authorities; and (d) all of the minutes of meetings of the General Shareholders' Meeting and the Board of Directors of the Company, etc.
- 4.5. On the Closing Date the Parties shall obtain a copy of the acknowledgement of the Share transfer signed by the authorized signatory of the Company.

CLAUSE 5 – WARRANTIES

- 5.1. Each Party hereby warrants to the other Party that each of the statements set out below in this clause 5.1 is on the Effective Date and will be on the Closing Date true, correct and not misleading:
 - 5.1.1. the execution of this Agreement and performance of its obligations under this Agreement do not:
 - (i) breach any provision of any applicable law, which may materially adversely affect its ability to perform its obligations under this Agreement;
 - (ii) breach any order, judgment or decree of any governmental or regulatory authority or any agreement or instrument by which it is bound, which may materially adversely affect its ability to perform its obligations under this Agreement; or
 - (iii) conflict with or result in a breach of any material agreement to which it is a party;
 - 5.1.2. its obligations under this Agreement are legal, valid and binding obligations enforceable against it in accordance with its terms, subject to applicable law of general application.
- 5.2. The Seller hereby warrants to the Purchaser that each of the statements set out below in this clause 5.2 is on the Effective Date and will be on the Closing Date true, correct and not misleading:

- 5.2.1. the Company is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- 5.2.2. the Seller is the registered shareholder of the Shares;
- 5.2.3. the Shares constitute the whole authorized and issued share capital of the Company and the Share is duly issued and fully paid;
- 5.2.4. the Shares are free from all Encumbrances, no commitment has been given by the Seller to create an Encumbrance with regard to the Shares and no person has claimed any rights in connection with the Shares;
- 5.2.5. the Seller has acquired the Shares in compliance with all relevant laws, regulations and requirements of the relevant regulatory authorities, and there are no outstanding / due payments with regard to any such acquisitions of the Shares made by the Seller;
- 5.2.6. since the date of the acquisition(s) of the Shares by the Seller, the Seller has not made any transfer(s) of the Shares nor committed to do the same;
- 5.3. Each Party acknowledges that it shall have no right or remedy in respect of, any warranty (whether made negligently or innocently) that is not set out in this Agreement. Each Party agrees that its only liability in respect of those warranties that are set out in this Agreement (whether made innocently or negligently) shall be for a breach of contract.

CLAUSE 6 – FURTHER ASSURANCE

- 6.1. Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution of documents and doing of such things as are required to give full effect to this Agreement and the transaction intended to be affected pursuant to it.

CLAUSE 7 – TERM AND TERMINATION

- 7.1. This Agreement shall take effect on and as of the Effective Date and shall remain effective until the due fulfillment by the Parties of all their obligations hereunder.
- 7.2. Termination of this Agreement shall not affect any accrued rights or remedies to which the Parties are entitled hereunder.

CLAUSE 8 – NOTICES

- 8.1. Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally or by registered mail, or courier to the respective Party required to receive the notice at its address as set out below:

- 8.1.1 Seller

Name: **Mr. Prashant Naresh Patel;**

Address: 17 Triq IS-Sibbiena, Naxxar, NXR 3062, Malta

- 8.1.2 Purchaser

Name: **Mr. Eric James Gandy**

Address: 29 Dorking Crescent, Parklands North, Cape Town, 7500, South Africa

or as otherwise specified by the relevant Party by notice in writing to each other Party.

- 8.2. Any notice hereunder shall be deemed to have been duly received:
- 8.2.1. if delivered personally, when left at the address and for the contact referred to in clause 8.1.; or
 - 8.2.2. if sent by registered mail (postage prepaid), at 9.00 am on the fifth (5) Business Day after posting; or
 - 8.2.3. if delivered by courier, on the date and at the time that the courier's delivery receipt is signed.
- 8.3. A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

CLAUSE 9 – FORCE MAJEURE

- 9.1. Neither Party shall be in breach of this Agreement nor liable for delay in performance, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (force majeure).
- 9.2. The Party affected by the force majeure shall promptly, but no later than within 5 (five) Business Days after occurrence of the force majeure, notify the other Party in writing on the occurrence of force majeure, as well as to take all possible measures to prevent negative consequences caused by the force majeure. The affected Party shall promptly, but no later than within five (5) Business Days, notify the other Party in writing about termination of any such force majeure.
- 9.3. The time for performance hereunder shall be automatically extended by a period equivalent to the period of continuation of the force majeure. If force majeure circumstances are in effect for more than 30 (thirty) calendar days, any Party may unilaterally terminate this Agreement by giving a written notice on such termination to the other Party.
- 9.4. The occurrence and period of duration of any force majeure circumstances shall be evidenced by the Chamber of Commerce of the respective country.

CLAUSE 10 – CONFIDENTIALITY

- 10.1. The Parties shall at any time keep confidential, apply all necessary measures to prevent the disclosure, and not to disclose conditions of this Agreement, any information and documents received by them in the course of fulfilment hereof without prior written consent of the other Party, except as permitted by clause 10.2. below.
- 10.2. Each Party may disclose the other Party's confidential information as may be required by applicable law, a court of competent jurisdiction or any state authority.
- 10.3. No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this agreement.

CLAUSE 11 – MISCELLANEOUS

- 11.1. This Agreement constitutes the entire agreement between the Parties and supersedes all previous written or oral agreements between the Parties relating to its subject matter.
- 11.2. Any amendments to this Agreement shall be in writing and shall be signed by authorized representatives of the Parties. Any appendices, schedules or addendums to this Agreement, provided they are properly entered into and executed by the Parties shall be considered as its integral parts.

- 11.3. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 11.4. Neither Party shall assign its rights and/or liabilities hereunder without prior written consent of the other Party.
- 11.5. If any provision of this Agreement is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of this Agreement, which will remain in full force and effect.
- 11.6. Nothing contained or implied in this Agreement creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of the other Party for any purpose.
- 11.7. This Agreement may be executed in separate counterparts all of which together evidence the same agreement. This Agreement shall not become valid and effective until each of the Parties execute at least one counterpart hereof.
- 11.8. A person who is not a Party to this Agreement has no right under this Agreement.
- 11.9. For the avoidance of any doubts, each Party shall be solely responsible for the payment of all of the respective taxes and duties due under the applicable law.
- 11.10. This Agreement and any non-contractual obligation arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Curacao, without regard to conflict of law principles.
- 11.11. Each Party irrevocably and unconditionally agrees that any legal action or proceedings in connection with this Agreement against the other Party may be brought in the courts of Curacao, which shall have an exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.

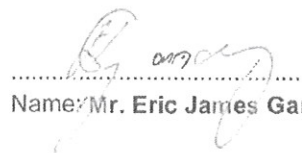
IN WITNESS WHEREOF the Parties hereto have executed the present Agreement on the Effective Date.

THE SELLER



Name: Mr. Prashant Naresh Patel

THE PURCHASER



Name: Mr. Eric James Gandy

ACKNOWLEDGEMENT

The undersigned,
e-Management N.V., in its capacity as Managing Director of Cre8 B.V., a company organized and existing under the laws of Curaçao, with company registration number 162294 and registered office at Emancipatie Boulevard Dominico F. "Don" Martina 31, Willemstad, Curaçao (hereafter the "Company"), do hereby acknowledge the transfer of 1,000 shares with a nominal value of € 1.00 each, from Mr. Prashant Naresh Patel to Mr. Eric James Gandy, effective as of October 07, 2025 and confirms that entry thereof has been made in the Company's Shareholders' Register.

Signed on October 07, 2025
Cre8 B.V.



By its Managing Director
e-Management N.V.

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Final Audit Report

2025-10-08

Created:	2025-10-08
By:	Naomi Clifton (naomi.clifton@hbmgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApiJnZF09895UBIhJckII1GA8Su9NWGhG

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