

Share Purchase Agreement

Made on February 17, 2026, between

Ihor Horokhov, holder of Ukrainian passport FK934416 issued on 15.01.2018, expiry date 15.01.2028 by Authority: 3201, residing at: 3, 2A Tatarska Str., apt. 10, Kyiv, 04107, Ukraine (hereinafter – Seller)

And

Gaza Nicolai, holder of Romanian passport 060773687 issued on 15.12.2021, expiry date 15.12.2031 by Authority: SUCEAVA, residing at: Strada Vasile Dumitrescu 54A, Bucuresti 052034, Romania.

WHEREAS:

(A) The Seller holds the beneficial interest in 1 ordinary shares of nominal value 1 USD each, numbered 01 that constitutes 100% of the issued share capital of Playora N.V. - company registered in Curacao, with registration number 164245, having its registered address at Chuchubiweg 17, Willemstad, Curaçao (hereinafter – Company).

(B) The Seller has agreed to sell to the Purchaser the Sale Shares in the Company's share capital and the Purchaser has agreed to purchase the Sale Shares upon the terms from now on appearing.

NOW THEREFORE, in consideration of the above recitals, the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are now acknowledged, the Parties agree as follows:

1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"**Agreement**" means this agreement including its Schedules;

"**Board**" means the board of directors or sole director of the Company;

"**Business Day**" means a day (other than a Saturday or Sunday or public holidays) where banks are open for business;

"**Completion**" means completion of the sale and purchase of the Sale Shares by virtue of the performance by the Parties of the obligations assumed by them respectively under Paragraph 3;

"**Completion Date**" means the date on which Completion takes place as provided in Clause 3.3.

"**Encumbrance**" means in respect of any property, asset or right, any interest or equity of any person (including but without limitation any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, royalty interest, title retention or other security or third-party agreement or arrangement of whatsoever nature over or in that property, asset or right;

"USD" means United States Dollar, the currency of the United States of America.

"Sale Shares" means 1 ordinary shares of nominal value 1 USD each, held by the Seller in the share capital of the Company and constituting 100% of the issued share capital of the Company.

"Warranties" means the statements and representations set out in Schedule A.

1.2 RULES OF CONSTRUCTION

1.2.1. In this Agreement, unless otherwise specified or the context otherwise requires:

- a) words importing the singular shall include the plural and vice versa;
- b) words importing any gender shall include all other genders;
- c) reference to a Recital or Clause is to the relevant recital or clause of this Agreement;
- d) reference to a Schedule is to a schedule to this Agreement;
- e) reference to a paragraph is to a paragraph in a Schedule;
- f) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time; and
- g) reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted or as the application thereof is modified from time to time and shall be construed as including reference to any order, instrument, regulation or other subordinate legislation from time to time made under it.

1.2.2. Headings used in this Agreement shall not affect its construction or interpretation.

1.2.3. The Preamble, Schedules, and Recitals form part of this Agreement and have the same full force and effect as if expressly set out in their entirety in the operative part of this Agreement.

1.2.4. Any action required to be performed by a Party which falls to be performed on a day which is not a Business Day shall be performed on the immediately following Business Day.

2. SALE OF SHARES

2.1 Subject to the terms and conditions stated in this Agreement, the Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller, the Sale Shares free from all charges, liens or any other encumbrances (whether known or unknown) and with all rights attaching thereto. The agreed purchase price is **USD 1,000**, which the Purchaser undertakes to pay to the Seller in cash within ten (10) days from the signing of this Agreement. The Parties agree that the payment shall be confirmed by a written Acknowledgment of Receipt signed by the Seller on the date of receipt of the full amount.

2.2 The Seller and the Purchaser expressly and unequivocally declare their clear intention that the beneficial interest in the Sale Shares shall be transferred from the Seller to the Purchaser absolutely on the Completion Date, with no reservation or hindrance of any kind.

2.3 Unless otherwise expressly provided herein, the Parties undertake not to disclose any of the information regarding this Agreement to any third party without the prior written approval of the other Party.

3. COMPLETION

3.1 On the Completion Date, the Seller shall deliver or procure the delivery to the Purchaser of all

waivers, consents, documents and papers necessary to vest in the Purchaser full beneficial ownership of the Sale Shares.

3.2 Conditions Precedent

Completion shall be subject to the satisfaction of the following conditions (the “**Conditions Precedent**”):

- (a) the board of directors of the Company having approved the transfer of the Sale Shares from the Seller to the Purchaser;
- (b) the Purchaser having paid the Purchase Price in accordance with Clause 2.1. of this Agreement; and
- (c) the Seller and the Purchaser having duly executed the Instrument of Transfer in respect of the Sale Shares.

3.3 Completion Date

The Completion Date shall be the date on which all Conditions Precedent set out in Clause 3.2 have been satisfied, or such other date as the Parties may mutually agree in writing.

3.4 Actions at Completion

On the Completion Date:

- (a) the Seller shall deliver or procure the delivery to the Purchaser of all waivers, consents, documents and papers necessary to vest in the Purchaser full legal and beneficial ownership of the Sale Shares, including (without limitation) the duly executed Instrument of Transfer;
- (b) the Purchaser shall acknowledge receipt of the documents delivered pursuant to Clause 3.4(a); and
- (c) the Company shall update its Register of Members to record the Purchaser as the holder of the Sale Shares and shall file the relevant form with the Registrar of Companies within the statutory period.

4. RESCISSION

4.1 If on the Completion Date the Seller fails or has failed to comply in any respect with its obligations under Clause 3.1, the Purchaser may:

- (a) defer Closing to a date not more than seven (7) days following the Completion Date, in which case the provisions of this Clause shall apply to Closing as so deferred; or
- (b) proceed to Closing so far as practicable, without prejudice to its rights hereunder or otherwise; or
- (c) by written notice to the Seller, rescind this Agreement.

4.2 If the Purchaser, before Closing, becomes aware of any matter which constitutes or may constitute a breach of, or is materially inconsistent with, or may give rise to a material claim under any of the warranties, representations, agreements or undertakings of the Seller contained in this Agreement, the Purchaser may, by giving notice to the Seller, rescind this Agreement at any time before Closing.

5. WARRANTIES AND REPRESENTATIONS

5.1.1. The Seller represents and warrants to the Purchaser that:

- 5.1.2. each of the Warranties is true and accurate;
- 5.1.3. each of the Warranties set out in Schedule A shall be separate and independent and shall not be limited by reference to any other Warranty; provided that if the Purchaser is entitled to claim under two or more of the Warranties in respect of the same subject matter, the Purchaser may choose to claim under either or both and discharge any claim which is capable of being made under any other Warranty claims in respect of the same subject matter and vice versa;
- 5.1.4. the Purchaser is entering into this Agreement in reliance upon each Warranty and that each Warranty has been given with the intention of inducing the Purchaser to enter into this Agreement.
- 5.2. The Warranties shall be deemed to be given at the Effective Date and shall be deemed to be repeated on the Completion Date with reference to the facts then existing (save that references to any fact or matter existing, occurring or having occurred at or before the date of this Agreement shall be construed as a reference to the Completion Date).
- 5.3. The Seller undertakes to the Purchaser that, upon it becoming aware of the actual, impending or threatened occurrence of any event after the Effective Date of this Agreement, both before and after Completion, which might reasonably be expected to cause or constitute a breach of any of the Warranties (whether when repeated at Completion or otherwise), it will promptly give written notice thereof to the Purchasers together with such details of the relevant event as it then has.

6. GENERAL PROVISIONS

6.1. TERM AND TERMINATION

This Agreement shall be effective, valid and binding from the Effective Date and the provisions of this Agreement shall continue to be effective, valid and binding until the date of termination of this Agreement.

This Agreement may be terminated as follows:

- a) upon written consent of both Parties hereto in writing;
- b) in writing by the Purchaser if the Conditions Precedent are not fulfilled within thirty (30) Business Days after the Effective Date;
- c) in all cases explicitly specified in this Agreement.

Clauses 6.1 - 6.13 shall survive the termination of this Agreement.

6.2. NOTICES

All notices and other communications hereunder shall be written in English and shall be:

- (a) delivered in person; or
 - (b) transmitted by facsimile (in which case the sender shall simultaneously telephone the addressee, confirm receipt, and send a recorded-letter copy),
- to the addressee at the following addresses, or to such other address as may be specified by written notice:

The Seller:

Ihor Horokhov

2A Tatarska Str., apt. 10, Kyiv, 04107, Ukraine

The Purchaser:

Gaza Nicolai

Strada Vasile Dumitrescu 54A, Bucuresti 052034, Romania.

6.3. ASSIGNMENT

No Party shall without the prior written consent of the other Parties assign, transfer or otherwise delegate (in whole or in part) the benefit of this Agreement or any of its rights or obligations under it.

The Purchaser shall be entitled to assign or transfer their rights or obligations under this Agreement to a direct or indirect Affiliate of the Purchaser.

This Agreement shall be binding on, and shall continue for the benefit, of any party or person to whom any right and/or obligation is validly assigned or transferred pursuant to this Clause.

6.4. FEES AND EXPENSES

Each Party shall bear its own external costs incurred in connection with the negotiation, preparation and conclusion of this Agreement, including, without limitation, advocates' fees.

6.5. HEADINGS AND REFERENCES

The descriptive headings of the Articles of this Agreement are inserted for convenience only and do not affect the interpretation hereof.

All references to an "Article" or "the Schedule" refer to the corresponding Article or Schedule to this Agreement, unless otherwise indicated.

The Schedule forms part of and is incorporated into this Agreement.

6.6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. There are no other representations, warranties, covenants or undertakings except those expressly set forth herein. This Agreement supersedes all prior agreements or understandings between the Parties regarding the subject matter.

6.7. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the remaining provisions shall remain valid and enforceable. Such invalidity shall not affect enforceability in other jurisdictions.

6.8. WAIVERS

Without limiting the generality of the foregoing, each of the Parties irrevocably and unconditionally waives any right or remedy it may have to claim damages or to rescind this Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether a Party to this Agreement or not) and on which it has relied in entering into this Agreement.

6.9. AMENDMENTS

No amendment or variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties. Such instrument may consist of several instruments in the same form each executed by or on behalf of one or more of the Parties.

6.10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Curaçao.

6.11. CONFIDENTIALITY

6.11.1 Each Party undertakes that it shall keep strictly confidential and shall not at any time, whether before or after Completion, disclose to any third party any information of whatever nature relating to the Company, the Sale Shares, the business, financial condition, affairs, assets, liabilities, customers, contracts, employees, intellectual property or any other confidential or proprietary information

disclosed or otherwise made available, directly or indirectly, by the other Party in connection with this Agreement ("Confidential Information").

6.11.2 Each Party agrees that it shall use the Confidential Information solely for the purposes of evaluating, performing and implementing the transactions contemplated by this Agreement and for no other purpose whatsoever.

6.11.3 Neither Party shall copy, reproduce, distribute, publish or otherwise use any Confidential Information except as expressly permitted under this Agreement or with the prior written consent of the other Party.

6.11.4 Each Party shall ensure that Confidential Information is disclosed only to such of its directors, officers, employees, advisers and agents who need to know such information for the purposes of this Agreement, provided that such persons are bound by confidentiality obligations no less strict than those set out in this Agreement. Each Party shall be responsible for any breach of confidentiality by such persons.

6.11.5 The confidentiality obligations shall not apply to information which:

- (a) is or becomes publicly available other than through a breach of this Agreement;
- (b) is lawfully received from a third party not under a duty of confidentiality;
- (c) is already lawfully in the receiving Party's possession prior to its disclosure;
- (d) must be disclosed pursuant to mandatory provisions of applicable law, court order or regulatory authority, provided that the disclosing Party gives prompt written notice to the other Party and takes all reasonable steps to limit such disclosure.

6.11.6 Upon Completion, and at any time upon written request of the other Party, each Party shall promptly return or permanently destroy all materials containing Confidential Information, including all copies, extracts, summaries and notes, and shall certify such destruction in writing upon request.

6.11.7 The confidentiality obligations under this Clause shall remain in full force and effect for an indefinite period and shall survive the termination, rescission or Completion of this Agreement.

6.11.8 Any breach of this Clause shall entitle the non-breaching Party to seek injunctive relief, specific performance, damages and any other remedies available in equity or at law, without the need to prove actual financial loss.

6.12. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

6.13. TERMS OF ESSENCE

All terms of this Agreement are of the essence.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties on the date first above written.

SELLER



Ihor Horokhov

PURCHASER



Giza Nicolai

SCHEDULE A
WARRANTIES

1. The Seller is the legal and beneficial owner of the Sale Shares and he has all requisite rights, powers and authority to sell the Sale Shares with full title guarantee on the terms of this Agreement without the consent of any third party free from all Encumbrances on the terms of this Agreement.
2. The information set out in this Agreement, to the extent relating to the Seller and the Company is true and accurate, and there is no matter which renders any of such information untrue, inaccurate, incomplete or misleading.
3. There is no option, right of pre-emption right or obligation to acquire, redeem or convert or Encumbrance on, over or affecting the Company, or the Sale Shares or the other shares of the Company and neither the Seller, or the Company have agreed to give or create any of the foregoing and, so far as the Seller is aware, no person has claimed to be entitled to any of the foregoing.
4. The Sale Shares comprise 100% of the issued and outstanding shares in the Company and are fully paid or credited as fully paid.
5. The Company is duly incorporated, validly existing and in good standing under the laws of its country of incorporation.
6. The Company has no borrowings or other liabilities like indebtedness.
7. The Company is not in bankruptcy or liquidation (and no order or resolution therefore has been presented and no notice of appointment of any liquidator, receiver, administrative receiver or administrator has been given).
8. The Company is not currently engaged in and have not at any time been engaged in any litigation or arbitration proceedings. There is no litigation or arbitration proceedings pending or threatened by or against the Company, and, so far as the Seller is aware, there is no matter or fact in existence which is reasonably likely to give rise to the same.
9. The execution of this Agreement by the Seller does not (a) materially breach any instrument, document, or contract to which the Seller is bound; or (b) materially breach any order, judgement or decree of any court or governmental agency to which the Seller is a party or by which the Seller is bound.
10. The Company has conducted its business in all material respects in accordance with all applicable laws of Curaçao, and there is no order, decree or judgment of any court or any governmental authority of Curaçao outstanding against the Company.