

Share Transfer Agreement Regarding Shares in Regla ApS

SHARE TRANSFER AGREEMENT

Between

Seller:

Yuri Tymoshchuk, CPR. nr: 250387-4515, Femkløvervej 4, 2 tv, 2300 København S

(hereinafter referred to as "**Seller**")

and

Buyer:

Gopolar ApS, CVR 45548473, Smallegade 52E, 2, 2000 Frederiksberg

(hereinafter referred to as "**Buyer**")

(Seller and Buyer are collectively referred to as "**Parties**" and individually as a "**Party**")

Regarding shares in:

Regla ApS, CVR 45462013, Smallegade 52E, 2, 2000 Frederiksberg

(hereinafter referred to as the "**Company**")

BACKGROUND

A. Seller owns shares in the Company as specified below. B. Seller wishes to transfer these shares to Buyer, which is a holding company C. Buyer wishes to acquire the relevant shares from Seller on the terms set out in this share transfer agreement (hereinafter referred to as the "**Agreement**").

BASED ON THIS BACKGROUND, THE FOLLOWING IS AGREED:

1. THE SHARES

1.1 Seller hereby transfers to Buyer 6.668,00 DKK shares in the Company (hereinafter referred to as the "**Shares**").

1.2 The Shares represent 6668 shares of 1,00 DKK each and constitute 33,33% of the total share capital and voting rights in the Company.

1.3 All rights attached to the Shares, including voting rights and the right to future dividends declared after the Closing Date (defined below), shall pass to Buyer from and including the Closing Date.

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2. PURCHASE PRICE AND PAYMENT TERMS

2.1 The purchase price for the Shares has been agreed between the Parties at 6.668,00 DKK (hereinafter referred to as the "**Purchase Price**").

2.2 The Parties confirm that the Purchase Price has been determined at the estimated fair market value of the Shares on the Closing Date.

3. CLOSING DATE

3.1 The date on which ownership and risk for the Shares pass from Seller to Buyer is agreed to be 28.04.2025 (hereinafter referred to as the "**Closing Date**").

4. REGISTRATION AND SHAREHOLDER REGISTER (EJERBOG)

4.1 Buyer is responsible for ensuring that the change of ownership is recorded in the Company's shareholder register (ejerbog) immediately after the Closing Date.

4.2 Buyer is also responsible for timely (no later than 2 weeks after the Closing Date) making the necessary registrations of changed legal ownership with the Danish Business Authority (Erhvervsstyrelsen) via Virk.dk.

5. GOVERNING LAW AND VENUE

5.1 This Agreement shall be governed by and construed in accordance with Danish law.

6. SIGNATURES

This Agreement is signed in two identical copies, one for Seller and one for Buyer. The Agreement may also be signed digitally.

Date: 28.04.2025

For Seller:



Date: 28.04.2025

For Buyer:


