**share purchse agreement**

concluded as of the day, month and year below between the following contracting parties

**Ing. Lee Louda Ph.D.**,ID: 69326681**,** with registered office at Vodičkova 41, 110 00 Praha 1, Czech Republic

insolvency practitioner of the debtor Arca Investments, a.s., v reštrukturalizácii, ID: 359 75 041, with registered office at Plynárenská 7A, 821 09 Bratislava

Hereinafer as the "**Seller**"

as one Party

and

Name: Click or tap here to enter text.

Registered office / residence: Click or tap here to enter text.

ID / birth number: Click or tap here to enter text.

Authorized person (for a legal entity): Click or tap here to enter text.

Position of the authorized person

(for a legal entity): Click or tap here to enter text.

hereinafter as the "**Buyer**"

as the other party

the seller and the buyer are hereinafter collectively reffered to as the "**Parties**" or "**Contracting Parties**"

or any of the parties as the "**Party**" or "**Contracting Party**"

this SHARE PURCHSE AGREEMENT hereinafter as the "**Agreement**"

# definitions, interpretation and introductiory provisions

## In this Agreement, unless the context of this Agreement indicates otherwise, the following word and phrases shall heave the meaning ascribed to them later in this Article:

|  |  |
| --- | --- |
| ["**Balance payment”**] | [means the sum of Click or tap here to enter the numerical sum EUR (in words: Click or tap here to enter the sum in words euro) as the difference between the Deposit and the Purchase Price.] |
| "**Civil Code**" | means the Czech Act No. 89/2012 Coll., civil code, as amended. |
| "**Debtor**" | means the company Arca Investments, a.s., v reštrukturalizácii, ID: 359 75 041, with registered office at Plynárenská 7A, 821 09 Bratislava, Slovakia. |
| ["**Deposit agreement**"] | [means the deposit agreement concluded in connection with the Selection process between the Seller and the Buyer as the Participant, pursuant to which the Participant has deposited the Deposit into the Seller’s account.] |
| ["**Deposit**"] | [means the amount of EUR 500 000 (in words: five hundred thousand euros).] |
| "**Insolvency proceeding**" | means main insolvency proceeding of the Debtor conducted by the Municipal court in Prague under file No. MSPH 98 INS 723/2021. |
| [“**Longstop date**"] | [means the date Click or tap here to enter text. (in words: Click or tap here to enter text.).] |
| "**Selection process**" | means the selection process announced by the Seller to find the purchaser – buyer – of the Shares with the best offer. |
| "**Seller’s account**" | means the Seller’s bank account no. 2500097995\5800, IBAN CZ3458000000002500097995, held with the J&T Banka. |
| "**Settlement acts**" | has the meaning set forth in the Annex No. 1 of this Agreement. |
| "**Settlement day**" | means the day determined in accordance with Article ‎5.1 of this Agreement. |
| "**Settlement protocol**" | means a written protocol confirming the execution of the Settlement made in accordance with the template attached as **Annex No. 2**. |
| "**Settlement**" | means the settlement of the sale and purchase of the Shares and performance of the Settlement acts in accordance with Article ‎5 of this Agreement. |
| "**Shares**" | means shares listed in the Debtor’s inventory of insolvency estate published in the insolvency register maintained in the insolvency proceedings at sheet number No. B-874 under item “V. Other assets”, item No. 8, namely 495 460 pcs. of shares in book-entry form with a nominal value of 2.27 EUR issued by the Wiener Privatbank SE, Parkring 12, 1010 Vídeň, Austria, ISIN: AT0000741301. |

## **Introductory provisions.**

### The Municipal court in Prague, by resolution of 11 May 2021, file No. MSPH 98 INS 723/2021-A-186, established bankruptcy of the Debtor, commenced local insolvency proceeding in accordance to the Article 3 par. 2 and 4 of the Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceeding and by the same resolution appointed the Seller as the Debtor’s insolvency practitioner.

### The High court in Prague, by resolution of 13 October 2021, file. No. 4 VSPH 816/2021-A-249 amended the resolution of Municipal court in Prague of 11 May 2021, file No. MSPH 98 INS 723/2021-A-186 so that the main Insolvency proceeding was commenced and by the same resolution appointed the Seller as the Debtor’s insolvency practitioner.

### The Municipal court in Prague, by resolution of 11 August 2023, file. No. MSPH 98 INS 723/2021-B-852, as amended by the resolution of the Municipal court in Prague dated on 17 August 2023 file. No. MSPH 98 INS 723/2021-B-856, the right of the Debtor to dispose with the insolvency estate was limited and transferred to the Seller.

### The Seller, as the insolvency practitioner of the Debtor, has in the Insolvency proceeding in accordance with the Article 217 of the Czech Act No. 182/2006 Coll., on Bankruptcy and methods of solving it (hereinafter as “Insolvency Act”) entered the Shares into the inventory of the insolvency estate.

### The Shares were offered for sale in the Selection process.

### The Buyer has been selected by the Seller as the Participant with the best offer in the Selection Process.

### The Seller and the Buyer have on Click or tap here to enter text concluded a Deposit Agreement, in connection with which the Buyer has deposited a Deposit into the account of the Seller, which shall serve as part of the Purchase price for the purchase of the Shares pursuant to this Agreement.

### The creditors' committee of the Debtor in the Debtor's main Insolvency proceedings has granted the Seller its consent to enter into this Agreement.

## This Agreement shall be interpreted in accordance with the following rules:

### in this Agreement mention or use of the term:

* 1. document “in agreed upon form” refers to a document in a form agreed upon and signed by or on behalf of both Parties for the purpose of identification,
  2. article, introductory provision, paragraph or Annex, unless the context specifies otherwise, refers to an article, paragraph or introductory provision or annex of this Agreement or, as the case may be, the annexes thereto,
  3. in the singular includes the plural and vice versa, unless the context specifies otherwise, and
  4. time of the day refers to the time in Prague, unless otherwise specified.

### The introductory provisions and the annexes attached to this Agreement shall form an integral part of this Agreement.

### A “person” can be either natural or legal.

### The Parties agree that no articles or terms of this Agreement shall be attributed to any Party as articles or terms first used by that Party in negotiation of this Agreement.

### The headings in this Agreement shall not affect the interpretation of the Agreement.

# subject matter of the agreement

## Under the conditions set forth in this Agreement, the Seller undertakes to sell and transfer the Shares to the Buyer, with all rights relating to the Shares in accordance with applicable law and the relevant establishing documents of the company Wiener Privatbank SE and other conditions set forth in this Agreement, and the Buyer undertakes to purchase the Shares from the Seller for the Purchase price and acquire ownership and pay the Purchase price to the Seller.

## The transfer of the Shares shall be carried out as a part of the Settlement in accordance with the Article ‎5 of this Agreement.

# purchase price for the transfer of shares and the method of paymnet

## According to this Agreement, the Shares are transferred for consideration, namely for the Purchase Price.

## [*Option 1*: The Contracting Parties state that the Purchase price has been deposited into the Seller's account prior to the signing of this Agreement.]

## [*Option 2*: The Contracting Parties state that the Deposit has been deposited into the Seller's account prior to the signing of this Agreement. The Buyer undertakes to pay the Balance payment to the Seller's account within 10 working days from the fulfilment of the Conditions precedent within the scope of Articles ‎4.1.1 of this Agreement. If the Buyer breaches its obligation to pay the Balance payment in due and timely manner, the Seller shall be entitled to withdraw from this Agreement.]

# [*option 2*: condition precedent]

## [The Contracting Parties agree that this Agreement is negotiated with a condition precedent within the meaning of sec. 548 (2) first sentence of the Civil Code (the "**Condition precedent**"), which postpones the effectiveness of the Parties' intention to transfer the Shares to the Purchaser (i.e., Article ‎2.1 of this Agreement), which shall only become effective when all of the following conditions are cumulatively met:

### *[the condition precedent of obtaining the approvals of or filing notification to public authorities, in particular the Austrian Financial Market Authority (FMA), in connection with the transfer of the Shares from the Seller (the Debtor) to the Buyer]*

### and

### *[the condition precedent of obtaining the necessary merger control approvals and notifications, in connection with the transfer of the Shares from the Seller (the Debtor) to the Buyer]*

### the Buyer has deposited the Balance payment into the Seller's account].

## [Other Articles of the Agreement (except for Article ‎2.1 of this Agreement) shall become effective upon the signing of this Agreement by the last of the Contracting Parties.]

## [The Parties undertake to use their best endeavours to comply with the Condition precedent as soon as possible.]

## [The Parties agree that the Condition precedent is, to the extent of Article ‎4.1.2, agreed for the sole benefit of the Seller and therefore the Seller may waive the Condition precedent at any time in writing or confirm in writing that the Condition precedent has been satisfied.]

## [If the Conditions precedent is not to the extent of clause ‎4.1.1 satisfied even by the Longstop date, either Party shall be entitled to withdraw from the Agreement.]

# Settlement

## Once the Condition precedent has been satisfied / On the day of conclusion of the Agreement, the Settlement shall occur in Click or tap here to enter location. on Click or tap here to enter time of a day. CEST on the day (which shall not be later than the Lates date), which shall be the (the “**Settlement day**”)

### the fourteenth (14th) calendar day following the satisfaction of the last (time-wise) Condition precedent; but

### if the Settlement day determined pursuant to clause ‎5.1.1 would fall on a day that is not a business day in the Czech republic or the Republic of Austria, then the Settlement day shall be the next business day that is a business day in the Czech republic and the Republic of Austria at the same time; however

### The parties may agree in writing on another date.

## During the Settlement, the Parties shall carry out all the Settlement acts required of them by Annex No. 1. The Parties agree to make every effort to ensure that the individual steps of the Settlement, as set out in Annex No. 1, are carried out immediately one after the other on the Settlement day, and in sequential order (from top to bottom). However, none of the Parties shall be obliged to fulfil its obligations regarding the Settlement until the other Party has fulfilled all its previous obligations imposed on it by Annex No. 1, i.e. the obligations of the Parties must be fulfilled sequentially by the Parties, as stated in Annex No. 1.

## If the steps listed in Annex No. 1 are not completed on the Settlement day, the Party that did not cause the failure to complete them, shall not be obliged to complete the Settlement and may withdraw from this Agreement by written notice, and only during the Settlement (i.e. not e.g. the day after).

## [Even in the event that the Condition precedent is not satisfied, the Parties may agree to carry out the Settlement; accordingly, if the Shares are transferred pursuant to the Settlement acts and the Parties sign the Settlement protocol, the Condition precedent shall be deemed to have been satisfied or waived by the Parties and all rights and obligations under this Agreement shall be deemed to be unconditional.]

# exclusion of liability of the seller

## The Parties expressly agree that the Seller's liability in connection with the transfer of the Shares to the Buyer is excluded. In particular the Parties exclude the provisions of the Civil Code with regard to the Seller's liability for defects in the Shares with regard to rights arising from defective performance and the application of the statutory provisions and remedies relating to defects in the object of sale, in particular those set out in sec. 1914 (2), 1915 to 1925, 2084 and 2099 to 2117 of the Civil Code.

## The Buyer declares that it expressly waives its rights of defective performance within the meaning of sec. 1916 (2) second sentence of the Civil Code, i.e. undertakes not to assert any rights of defective performance against the Seller in connection with the transfer of the Shares, and the Seller accepts such declaration and obligation of the Buyer.

## The Seller shall in no way be responsible for and does not guarantee the quality of the Shares or the condition of the company Wiener Privatbank SE and it is with this knowledge that the Buyer enters into this Agreement. The agreed Purchase price corresponds precisely to the fact that the Seller does not warrant, is not liable for and does not guarantee the quality of the Shares or the condition of the company Wiener Privatbank SE.

# buyer’s WarraNties

## The Buyer hereby represents and warrants to the Seller that the following statements are true at the time of signing this Agreement and at the time immediately preceding the fulfilment of the Condition precedent:

### The Buyer is not bankrupt or threatened with bankruptcy, and further represents that it is not aware that the Buyer has been adjudicated bankrupt or that any insolvency proceedings have been commenced, nor is it aware that anyone has filed any petition for the commencement of insolvency proceedings against the Buyer or taken any action with respect thereto;

### The Buyer is not as a debtor a party to any pending execution, enforcement, administrative, arbitration or other proceedings affecting the performance of the obligations agreed in this Agreement or the transfer of the Shares pursuant to this Agreement, nor is it aware that any such proceedings are threatening;

### The Buyer has sufficient funds for the purpose of paying the [Purchase price / Balance payment] in due and timely manner;

1. The Buyer is not aware of any circumstance that would preclude the conclusion or performance of this Agreement.

## Should any of the representations agreed in clause ‎7.1 prove to be untrue inaccurate or misleading, such fact shall be deemed to be a breach of this Agreement and the Seller shall be entitled to claim any damages incurred by it by reason of the untruth, inaccuracy or misleading nature of the representation, but which shall be limited by agreement of the Parties to an amount cumulatively equivalent to the Purchase price.

# Contractual penalty

## The Parties agree that the Buyer shall be obliged to pay the Seller a contractual penalty in the amount of the Deposit:

### should any of the representations of the Buyer agreed in clause ‎7.1 prove to be untrue, inaccurate or misleading

### or

### shall the transfer of Shares under this Agreement become or be found void, invalid or anyhow ineffective due the reasons on the Buyer's side.

## Shall the Seller be entitled to the payment of the contractual penalty the Seller will inform the Buyer that the claim on the payment of the contractual penalty arose. The Contracting Parties agree that the Seller is then entitled to use the Deposit deposited by the Buyer pursuant to Deposit agreement to the Seller’s bank account to pay the contractual penalty under this Article of the Agreement, i.e. the Deposit shall be used without further delay and in its entirety to pay the contractual penalty in the favour of the Seller. The Parties agree that the Seller shall not be obliged to make any further call or notices to the Buyer in connection with the payment of the contractual penalty, i.e. the Seller shall not be obliged to send the Buyer a notice to pay the contractual penalty or a notice of unilateral set off of the contractual penalty against the Deposit. Thus, the Deposit will be automatically accounted for as payment of the contractual penalty.

# INDEMNIFICATION and hold harmless clause

## The Buyer, as promisor, makes the following indemnity promise in accordance with the provisions of Article 2890 et seq. of the Civil Code and the terms of this Article: the Buyer shall indemnify the Seller for any damages, costs and expenses reasonably incurred by the Seller in connection with the making, insisting and/or other assertion of a claim and/or other claim by the Buyer and/or any successor of the Buyer against the Seller and/or the Debtor in connection with the Seller's liability under this Agreement. Shall the Seller claim payment of any amount to which it is entitled under the indemnity promise, it shall deliver to the Buyer its sufficiently documented demand for payment of such claim. Such demand shall include the amount of damages, costs and other amounts to be paid to Seller. Buyer irrevocably and unconditionally agrees to pay Seller such amounts within ten (10) business days of receipt of the demand for payment thereof. Seller shall be entitled to set off any claim under the indemnity promise against any asserted claim by Buyer for Seller's liabilities in connection with this Agreement. All payments to Seller under this indemnity promise shall be made to an account communicated in writing by Seller, without the possibility of unilateral set-off of any claim by Buyer. This Indemnity Promise and the rights and obligations hereunder shall survive and not terminate prior to Seller's liability under this Agreement, but without prejudice to Seller's rights to indemnity under the indemnity promise properly asserted during the effectiveness of the indemnity promise in accordance with the agreed terms of the indemnity promise.

## The Parties agree that the indemnity promise under this Article ‎9 shall not apply to damages, costs and expenses arising from the Seller's wilful misconduct.

# final provisions

## The Parties agree that any claim under this Agreement against the Seller may not be assigned to any person without the prior written consent of the Seller. The Parties agree that no set off may be made against the Seller's claims under this Agreement for any claim, whether arising under this Agreement, whether acquired by assignment or otherwise.

## This Agreement supersedes all prior Agreements or Contracts between the Parties relating to the same object, whether written or oral, express or implied (except for the Deposit Agreement).

## All changes, amendments and terminations to this Agreement shall be in writing, on the same document and signed by both Parties.

## In the event that any provision of this Agreement is found to be invalid, ineffective or unenforceable, or any provision is missing, the remaining provisions of this Agreement shall remain unaffected thereby. The Parties agree to replace such invalid, ineffective or unenforceable provision with another provision that best fulfils the same commercial purposes as the invalid, ineffective or unenforceable provision.

## The parties assume the risk of a change of circumstances within the meaning of Article 1765 (2) of the Civil Code. There are no collateral provisions to this Agreement and this Agreement contains the entire understanding of the Parties.

## This Agreement shall be binding on the successors of each Party (should such event occur) but shall not be assignable.

## This Agreement shall be governed by the law of the Czech Republic excluding conflicts of laws rules and excluding the United Nations Convention on contracts of the international sale of goods. All disputed under or relating to this Agreement shall be decided by the ordinary courts of the Czech Republic.

## This Agreement is drawn up in two counterparts, of which the Buyer shall receive one counterpart and the Seller shall receive one counterpart.

## The Parties represent that they have read and understand the terms and conditions contained in this Agreement. They hereby affix their signatures as evidence of their genuine willingness to accept the obligations under this Agreement. The Parties hereby also acknowledge receipt of the appropriate number of copies of this Agreement.

## The Annexes to this Agreement form an integral part of this Agreement:

## Annex 1: Settlement acts

## Annex 2: Settlement protocol

## *SIGNATURE PAGE FOLLOWS THE ANNEXES TO THE CONTRACT*

**annex No. 1**

**Settlemet acts**

As part of the Settlement, the relevant Party or Parties shall perform the legal actions and acts set forth below (collectively, the "**Settlement acts**"), in the sequence set forth below, it being understood and agreed, that the valid and faultless (meaning "without defect") consummation of all prior Settlement acts shall at all times condition the obligation of the respective Party or Parties to make the subsequent Settlement act (and no Settlement act shall be carried out unless and until all Settlement acts preceding it have been made and completed). If any of the Settlement acts are completed prior to the Settlement day, they shall be deemed to have been completed on the Settlement day in the order set out below.

|  |  |  |
| --- | --- | --- |
|  | **Obligations of the Seller** | **Obligations of the Buyer** |
|  |  |  |
| Settlement act |  | The Buyer shall hand over to the Seller:  power of attorney (if applicable) as evidence of authorization of each person acting in the Settlement on behalf of the Buyer |
| Settlement act | The Seller shall hand over to the Buyer:  power of attorney (if applicable) as evidence of authorization of each person acting in the Settlement on behalf of the Seller |  |
| Settlement act | The Seller shall deliver to the Seller's bank, which is: Click or tap here to enter the name of the bank, an unconditional order to sell the Shares and transfer them as soon as possible (in the earliest possible cycle) to the Buyer's asset’ account, which will be notified by the Buyer to the Seller no later than the Settlement day, duly signed by the persons authorized to act on behalf of the Seller with all documents as required by the Seller's bank referred to above; |  |
| Settlement act |  | The Buyer shall deliver to the Buyer’s stock exchange participant, who is Click or tap here to enter the name of the participant, an unconditional order to purchase the Shares and transfer them as soon as possible (in the earliest possible cycle) to the Buyer’s asset’s account, duly signed by persons authorised to act on behalf of the Buyer; |
| Settlement act | The Seller shall sign and deliver to the Buyer the Settlement protocol in 2 counterparts. |  |
| Settlement act |  | The Buyer shall sign the Settlement protocol previously received in 2 counterparts signed by the Seller and one of them shall deliver to the Seller. |
| Seller and Buyer shall take such other legal and other actions and draw up such documents as may be required by applicable law, the specific provisions of this Agreement or reasonably requested by the other Party to complete the Settlement. | | |

**Annex no. 2**

**settlement protocol**

In accordance with the agreement on the transfer of shares issued by Wiener Privatbank SE concluded between

**Ing. Lee Louda Ph.D.**,ID: 69326681**,** registered office at Vodičkova 41, 110 00 Praha 1, Czech Republic

insolvency practitioner of the debtor Arca Investments, a.s., v reštrukturalizácii, ID: 359 75 041, with registered office Plynárenská 7A, 821 09 Bratislava, Slovakia

as the seller („**Seller**“), and

Name: Click or tap here to enter text.

Registered office / residence: Click or tap here to enter text.

ID / birth number: Click or tap here to enter text.

Authorized person (for a legal entity): Click or tap here to enter text.

Position of the authorized person

(for a legal entity): Click or tap here to enter text.

as the buyer („**Buyer**“ and, together with the Seller, the „**Parties**“)

on Click or tap here to enter text. („**Agreement**“),

the subject matter of which is, inter alia, the determination of the terms and conditions of the transfer of 495 460 pcs. of book-entry shares with a nominal value of 2.27 EUR issued by Wiener Privatbank SE, Parkring 12, 1010 Vienna, Republic of Austria, ISIN: AT0000741301, to the Buyer, the Parties hereby issue this confirmation of the settlement of the steps and the signing of the documents anticipated in Article ‎5.2 of the Agreement.

In accordance with Article ‎5.4 of the Agreement, the Parties hereby confirm that on the Settlement day all steps and the signing of all documents anticipated in Article ‎5.2 of the Agreement have been performed and settled.

All capitalized terms shall have the same meaning as in the Agreement unless otherwise specified in this Settlement protocol.

This Settlement protocol is executed in two (2) identical counterparts.

In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Seller**: | | | On behalf of the **Buyer**: | | |
| Signature: |  |  | | Signature: |  |
| Name: | Ing. Lee Louda Ph.D. |  | | Name: | Click or tap here to enter text. |
| Position: | insolvency practitioner of the debtor Arca Investments, a.s., v reštrukturalizácii |  | | Position: | Click or tap here to enter text. |

IN WITNESS WHEREOF, the Parties (or their duly authorized representatives) have signed this Agreement as of the date set forth above.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Seller**: | | | Ob behalf of the **Buyer**: | | |
| Signature: |  |  | | Signature: |  |
| Name: | Ing. Lee Louda Ph.D. |  | | Name: | Click or tap here to enter text. |
| Position: | insolvency practitioner of the debtor Arca Investments, a.s., v reštrukturalizácii |  | | Position: | Click or tap here to enter text. |
| Date: |  |  | | Date: |  |