

*Translation from Latvian language.*

**Reorganisation Agreement No. [number]**

Riga, [date] [month] 2025.

**DealShoq SIA**, registration number 40203600852, registered office: Skanstes iela 50A, Riga LV-1013, hereinafter – **DealShoq** or **Merging Company**, of the first part,

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**AS "DelfinGroup"**, registration number 40103252854, registered office Skanstes iela 50A, Riga LV-1013, hereinafter – **DelfinGroup** or **Acquiring Company**, of the second part,

DealShoq un DelfinGroup together hereinafter – **Parties**, and each separately hereinafter – **Party**,

WHEREAS:

- (A) On [date] [month] 2025, each Party's Management Board separately adopted a decision to conclude a reorganisation agreement under which DealShoq as the merging company will merge into DelfinGroup as the acquiring company;
- (B) On [date] [month] 2025, the Supervisory Board of DelfinGroup gave its consent to the Management Boards of the Parties to conclude the reorganisation agreement;
- (C) In accordance with Article 371(1) of the Commercial Law, DealShoq is not required to prepare a prospectus and the auditor is not required to examine the reorganisation agreement or its draft, since all DealShoq shares belong to DelfinGroup;
- (D) In accordance with Article 339(1) of the Commercial Law, DelfinGroup has prepared a reorganisation prospectus, and under Articles 340(1) and 341(1) the auditor [name], registration number [number], has reviewed the draft reorganisation agreement and submitted written opinion No. [number] dated [date] 2025;
- (E) In accordance with Article 372(1) of the Commercial Law, the shareholders' meeting of DelfinGroup is not required to adopt a decision on the reorganisation, since DelfinGroup owns at least 90% of DealShoq's shares;
- (F) In accordance with Article 372(2) of the Commercial Law, the shareholders' meeting of DealShoq is not required to adopt a decision on the reorganisation, since DelfinGroup owns all DealShoq shares;
- (G) DelfinGroup shareholders representing at least 1/20 of DelfinGroup's share capital have not exercised their right to request the convening of a shareholders' meeting to decide on the reorganisation;
- (H) In accordance with Article 365(2) of the Commercial Law, the shares of DealShoq owned by DelfinGroup will not be exchanged and shall be cancelled;
- (I) In accordance with Section XIX of the Commercial Law, a simplified reorganisation may be carried out, as all DealShoq shares belong to DelfinGroup;
- (J) The purpose of the reorganisation is to consolidate the business activities of both Parties within the DelfinGroup group, with DelfinGroup acquiring all rights, obligations, and assets of DealShoq;

**conclude this reorganisation agreement in accordance with Article 334(1), Article 335(1) and (2), Article 365(2), Article 371(1), and Article 372(1) and (2) of the Commercial Law of the Republic of Latvia:**

1. The Parties agree to reorganise both companies (the Parties) by way of merger, as a result of which DealShoq is merged into DelfinGroup, transferring all its assets to DelfinGroup.

2. Since all DealShoq shares belong to DelfinGroup, the reorganisation agreement does not include the information referred to in Article 338(2)(2)–(7) of the Commercial Law.
3. In accordance with Article 365(2) of the Commercial Law, the shares of DealShoq owned by DelfinGroup will not be exchanged and shall be cancelled.
4. DelfinGroup grants no rights to the members of the DealShoq executive body.
5. From the date of registration of the reorganisation in the Commercial Register of the Republic of Latvia, DealShoq's transactions will be deemed DelfinGroup's transactions in DelfinGroup's accounting.
6. From the date of registration of the reorganisation in the Commercial Register of the Republic of Latvia, DelfinGroup acquires ownership of all DealShoq's movable and immovable property (if any), and assumes all its rights and obligations.
7. From the date of registration of the reorganisation in the Commercial Register of the Republic of Latvia, DealShoq's rights and obligations arising from employment relations (if any) will transfer to DelfinGroup.
8. Employees of the Parties shall be informed in the manner prescribed by law about the reasons for the transfer, the legal and social consequences of the transfer, as well as the measures to be taken regarding DealShoq employees (if any).
9. After signing the reorganisation agreement, the Parties will carry out the following actions:
  - 9.1. Within 3 (three) working days, DelfinGroup shall publish information about the conclusion of the reorganisation agreement on its website ([www.delfingroup.lv](http://www.delfingroup.lv)) and on the AS Nasdaq Riga website;
  - 9.2. Within 10 (ten) days, each Party shall notify the State Revenue Service of the reorganisation of both companies;
  - 9.3. Each Party shall obtain consent from those creditors whose consent is necessary for the implementation of the reorganisation agreement, if not already obtained;
  - 9.4. Before carrying out the action referred to in Clause 9.5 of the reorganisation agreement, DealShoq shall prepare and submit to the State Revenue Service its closing financial statements.
  - 9.5. Not earlier than 1 (one) month from the date of signing the reorganisation agreement, and provided that the creditor consents referred to in Clause 9.4 of the reorganisation agreement have been obtained, each Party shall submit an application to the Commercial Register Office for the entry of the reorganisation of both Parties and notify creditors';
  - 9.6. On the date when the Commercial Register of the Republic of Latvia makes the entry regarding the reorganisation of both Parties, DealShoq shall cease to exist without liquidation.
10. This reorganisation agreement is drawn up in Latvian in electronic form, on [number] pages.

**Reorganisation Agreement Draft of 9 September 2025**

DealShoq SIA

AS "DelfinGroup"

\_\_\_\_\_  
chairman of the management board  
Didzis Ādmīdiņš

\_\_\_\_\_  
chairman of the management board  
Didzis Ādmīdiņš

\_\_\_\_\_  
member of the management board  
Andrejs Aleksandrovičs

\_\_\_\_\_  
member of the management board  
Andrejs Aleksandrovičs

*This document is electronically signed with a secure electronic signature and contains a timestamp.*