No. 97/DP/15.04.2025

INFINITY CAPITAL INVESTMENTS S.A.

Tender Book

ABOUT THE

SALE OF

THE SHARES HELD BY

INFINITY CAPITAL INVESTMENTS S.A.

WITH

COMPLEX HOTELIER DÂMBOVIȚA S.A.

Date: 15.04.2025

This Tender Book sets out the principles, conditions and manner in which it shall take place the sale of the stake held by INFINITY CAPITAL INVESTMENTS S.A. in the share capital of COMPLEX HOTELIER DÂMBOVIȚA S.A., a joint-stock company with registered office at Târgoviște town, Libertății Boulevard, nr. 1, Dambovita County, registered in the Trade Register under No. J15/11/1998, Sole Registration Code 1010862 ("COMPLEX HOTELIER DÂMBOVIȚA " or the "Company").

Chapter I - Notice of invitation to Auction

INFINITY CAPITAL INVESTMENTS S.A., with registered office at Craiova, str. Tufanele, nr. 1, Dolj County, registered with the Trade Register under no. J16/1210/1993, with CUI RO 4175676, hereinafter referred to as "the Seller" or "INFINITY CAPITAL INVESTMENTS S.A." is organizing on 07.05.2025, 14.05.2025 or 21.05.2025 at 14 o`clock, at the address in Craiova, str. Tufănele nr. 1, Dolj County, a open competitive Auction ("the Auction") for the sale of the 99.9998% stake in the share capital held by INFINITY CAPITAL INVESTMENTS S.A. at COMPLEX HOTELIER DÂMBOVIȚA S.A., i.e. 1,754,221 shares.

The sale shall be made for the entire shareholding, i.e. for all the Shares held by INFINITY CAPITAL INVESTMENTS S.A. in the share capital of COMPLEX HOTELIER DÂMBOVIȚA S.A., not individually or fractionally.

Romanian or foreign natural persons and/or legal entities may attend the Auction session, provided that they prove that they meet the requirements set out in the Rules for the organization and conduct of the Auction ("Auction Rules"). The present Terms of Reference containing the presentation of COMPLEX HOTELIER DÂMBOVIȚA S.A., whose Shares are being sold ("Terms of Reference"), as well as the Auction Rules are made available to the participants at: (https://infinitycapital.ro/en/vanzari-active/chd/).

The starting price of the Auction is 12,000,000 RON.
The Auction guarantee is 5,000,000 RON.

The Auctioning period will comprise the following stages:
- publication on the website of INFINITY CAPITAL INVESTMENTS S.A. and at least in a widely circulated newspaper of the Auction Notice;

- publication on the INFINITY CAPITAL INVESTMENTS S.A. website of Tender Book, the Auction Rules and other relevant information related to the actions and/or the Auction and any updates thereto;
- clarification period, verification of qualification documents: lasts until the deadline for submission of qualification documents. Answers to clarifications will be posted on the INFINITY CAPITAL INVESTMENTS S.A. website, available at: (https://infinitycapital.ro/en/vanzari-active/chd/)

Chapter II.1 Description of COMPLEX HOTELIER DÂMBOVIȚA S.A.

The company's main object of activity is: "Hotels and other similar accommodation facilities - CAEN code 5510" and as a secondary object of activity Food activities (catering) for events - CAEN code 5621 - and Restaurants - CAEN code 5610.

The activity takes place within the Dâmbovița hotel, a building with basement, ground floor and 6 floors totaling 104 rooms (200 places to stay). The company also has its administrative headquarters in the same premises.

The ground floor of the Dâmbovița hotel includes the reception and annexes and the restaurant with a capacity of 200 seats.

The basement of the hotel includes a civil protection shelter (space that belongs to the Dâmbovița County Council) and a wine cellar which is the subject of litigation, currently the foreclosure and possession procedure for the wine cellar has been started.

The site was built between 1970-1972 and is equipped with complete, existing, functional utilities and installations: water-sewerage, electricity, methane gas, from the municipal networks.

The related land has an area of 2,438 square meters, of which 1,353 square meters built area and 1,085 square meters free area.

In the building where the hotel operates, there is a space of approximately 165 square meters that is the property of a third party and is not the property of Complex Hotelier Dâmbovița S.A.

According to the company website (www.hoteldambovita.ro), accessed on 15.04.2025: ***"Dâmbovița Hotel has 100 spacious rooms equipped with modern furniture, offering accommodation services in Târgoviște that can satisfy any customer's tastes.***

Dâmboviţa Hotel is located 1 hour and 15 minutes from Otopeni International Airport, 60 km from Sinaia and 2 hours from Curtea de Argeş.
Hotel Dâmboviţa facilities: minibar, air conditioning, heating, internet, TV, bathroom with shower, dryer, ironing/laundry service, room service, parking.
The restaurant of the Dâmboviţa Hotel: a modern, tasteful location where you can enjoy the most varied culinary assortments in a special environment. The maximum capacity is 200 seats. Important events can be organized here: weddings, baptisms, name anniversaries, festive meals with varied menus from over 400 recipes from the hotel's kitchen.
The nearby tourist attractions in Târgovişte – Dâmboviţa: Royal Court Museum Complex, Chindia Tower, Police Museum, Dealu Monastery, Metropolia, History Museum, Bison Reserve, Historic Churches, 1000-year Oak, Chindia Park, Old Center, Brâncovenesc Palace"

The financial statements on 31.12.2024 are as follows:

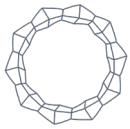
a) Balance sheet

Mii LEI	Dec 2024
Intangible assets	269
Tangible assets	10,241,658
Other fixed assets	0
TOTAL FIXED ASSETS	**10,241,954**
Cash and cash equivalents	679,632
Trade receivables	86,618
Inventories	818,675
Other assets	27,832
TOTAL CURRENT ASSETS	**818,675**
TOTAL ASSETS	**11,060,629**
Share capital	2,982,179
Legal reserve	306,182
Reservations from revaluation	6,914,685
Reported result	417,148
The result of the period	105,765
Profit sharing	7,645

TOTAL EQUITY	**10,718,314**
Trade payables	276,968
Provisions	61,410
Income in advance	93,937
TOTAL LIABILITIES	**342,315**
TOTAL EQUITY AND LIABILITIES	**11,060,629**

b) Profit and loss account

Mii LEI	Dec 2024
Income from accommodation services	2,319,666
Revenue from sales of goods	1,546,821
Other income	10,671
TOTAL REVENUE	**3,866,487**
Assimilated wages and expenses	(1,786,404)
Costs of goods	(576,176)
Utilities	(331,113)
Consumable	(176,866)
Expenditure on external services	(305,780)
Taxes and fees	(141,986)
Other operational expenditure	(42,987)
TOTAL OPERATIONAL EXPENDITURE	**(3,361,312)**
EBITDA	**505,175**
Amortisation and depreciation expenses	(370,326)
EBIT	**134,849**
Expenditure on assets disposed of	0
Net interest rate result	18,705
Financial expenditure on amortisation and adjustments	0
FX net result	(647)
EBT	**152,907**
Income tax	(47,142)



Net Profit	105,765

Chapter II.2 - Starting price of the Auction

The starting price of the Auction is 12,000,000 RON.

Chapter III. Participants and documents required for the qualification of Bidders

Any Romanian or foreign natural or legal person who meets the following conditions is entitled to participate in the Auction:

- has paid the Auction fee and the Auction guarantee;
- submitted the application to participate in the Auctioning procedure, together with all the documents required in the Auction Rules, within the time limits laid down in the Auction Rules;
- has fulfilled all its payment obligations to INFINITY CAPITAL INVESTMENTS S.A.;
- is not in a state of insolvency, bankruptcy or liquidation;
- meets the conditions required by Article 6 of Law No 31/1990 and the other legal conditions for acquiring the status of shareholder of a joint stock company.

In order to participate in the Auction, the documents provided below must be submitted by the following deadlines, at the address mentioned in the Auction Regulations (INFINITY CAPITAL INVESTMENTS S.A. headquarters or by email at licitatie@infinitycapital.ro):

Running no.	Date and time of the Auction session	Deadline for submission of documents	Deadline for the establishment of the guarantee
1	07.05.2025, 14 o'clock	05.05.2025, 17 o'clock	05.05.2025, 17 o'clock
2.	14.05.2025, 14 o'clock	12.05.2025, 17 o'clock	12.05.2025, 17 o'clock
3.	21.05.2025, 14 o'clock	19.05.2025, 17 o'clock	19.05.2025, 17 o'clock

To participate in the Auction, the following documents must be submitted, by the deadline specified in the table above, to the address mentioned in the Auction Rules (Infinity Capital Investments S.A. registered office or email at licitatie@infinitycapital.ro):

The natural person Offeror:

1) Copy of identity card (and original for identification) and special power of attorney in case of representation by proxy;

2) Proof of payment of the Auction guarantee (in original);

3) Declaration - agreement on the processing of personal data (GDPR) (standard form Appendix 2 of the Tender Book);

4) Statement (standard form Appendix 1 of Tender Book);

5) Proof of payment of the Auction fee.

6) Application to participate in the Auction and the Auction submitted in a sealed envelope.

Legal entity Offeror

1) Power of attorney for representatives of legal entities for the Auction (in original);

2) Valid ID card/ booklet of the representative (and the person who has been empowered);

3) Certificate issued by the Trade Register Office (not older than 30 days) showing that there are no entries regarding the application of Law No 85/2014 on insolvency prevention and insolvency proceedings (in original);

4) Proof of payment of the Auction guarantee (in original);

5) Declaration - agreement on the processing of personal data (GDPR) (standard form Appendix 2 of the Tender Book);

6) Self-responsible declaration (Appendix 1 form of the Terms of Reference); Client knowledge form (Annex 7 of the Terms of Reference), Declaration of natural persons (legal representative) regarding the status of a publicly exposed person (Annex 8 of the Terms of Reference) of Tasks), Declaration regarding the identity of the real beneficiary (Annex 9 of the Task Book).

7) Proof of payment of the participation fee.

8) Application to participate in the Auction and the Auction submitted in a sealed envelope.

For foreigners all these documents will be accompanied by a certified translation into Romanian.

The Auction guarantee is 5,000,000 RON.

The absence of any of the documents listed above or their submission in breach of the conditions mentioned by the deadline for submission of documents, shall automatically disqualify the participant and exclude the bid.

The process of selling the shares will comprise two stages:

1. Designation of the successful Bidder/buyer of the Shares;
2. Conclusion of the Sale-Purchase Agreement.

The persons belonging to the management of INFINITY CAPITAL INVESTMENTS S.A. and persons with decision-making positions within INFINITY CAPITAL INVESTMENTS S.A., involved in the sale procedure, against whom Offerors must assess and declare the absence of conflict of interest are the following:

1. [●] Sorin-Iulian Cioaca, Mihai Trifu, Andreea Cosmănescu, Codrin Matei, Mihai Zoescu - members of the Board of Directors
2. [●] Carmen Vasile, Delia Stefan, Elena Răducă, Ion Soltan, Delia Dodenciu - members of the Auction Committee.

Chapter IV. Contractual clauses

In order to transfer the ownership of the Shares, a sale and purchase agreement ("**Sale and Purchase Agreement**" or "**SPA**") in the form attached to these Terms and Conditions as Appendix 3 (*Sale and Purchase Agreement*) shall be concluded, with the necessary changes in the assumption that the payment of the price will be made in equal monthly installments, according to the mentions in point XII below.

Each of the Offerors is required to independently conduct, at its own cost and responsibility, an analysis of any mandatory legal conditions for the valid conclusion of the Sale and Purchase Agreement and the transfer of ownership of the Shares - such as, but not limited to, the authorization of the transfer of ownership of the Shares by the Competition Council. If the fulfilment of such conditions proves necessary, the Sale and Purchase Agreement shall be amended only to the extent necessary to reflect the mandatory fulfilment of such conditions to the full satisfaction of the Seller.

The parties will conclude the Sale and Purchase Agreement within 30 working days from the signing of the award report.

The related costs, including registration with the Trade Register, will be borne by the buyer.

The shares will be acquired as movable property in their "as is" condition.

The Sale-Purchase Agreement will be signed with the successful Bidder, based on the approval decisions of the competent governing bodies of the successful Offeror and INFINITY CAPITAL INVESTMENTS S.A.

Chapter V. Auction Guarantee

In order to protect the seller from the risk of improper behaviour of the Bidder during the Auction and until the conclusion of the Sale-Purchase Agreement, INFINITY CAPITAL INVESTMENTS S.A. requires an Auction guarantee ("Guarantee") under the following conditions:

Conditions for the Guarantee	
Amount	5,000,000 RON.
Deadline for submission	according to Chapter III
Return	At the written request of the participants (except the successful Bidder) in the Auction, the Security shall be returned as from the first working day following the resolution of the disputes or after expiry of the time limit laid down in the documentation for lodging disputes, if no disputes are lodged. In the case of the successful Bidder, the Deposit shall be considered as an advance on the sale price and shall be deducted from the amount due for the sale of the Shares.
Loss of Guarantee	The guarantee is lost if: -the Bidder/Offeror did not attend the Auction and/or, although attending, does not offer at least the starting price for that Auction; -the successful Bidder/ Offeror fails, for any reason, to sign the share sale and purchase agreement, or fails, for any reason, to pay the consideration for the shares by the deadline set out in Tender Book and Rules;

	-the successful Bidder/ Offeror revokes the Auction after award; - other causes provided in these specifications or in the Sales Regulation

The guarantee shall be deposited by bank transfer to IBAN account no. RO54BTRL01701202470727XX, opened at Banca Transilvania, Craiova Branch, by payment order.

The Offerors declare that they are participating in the Auction in full knowledge of the facts and are aware that each Auction is unconditional, irrevocable and without restrictions. By Auction, the Offeror:

- accepts in full this Tender Book and the Auction Rules, including the Sale and Purchase Agreement (Appendix 3 of Tender Book);
- undertakes to purchase the Shares at the price it has offered, subject to the terms of these Tender Books and the Auction Rules.

The successful Bidder will sign the "Minutes of Award" of the Auction on the date of the Auction and will pay the price within the set deadline. Otherwise, the Auction guarantee will be retained, as damages, in the patrimony of INFINITY CAPITAL INVESTMENTS S.A.

All potential buyers, Romanian or foreign natural or legal persons, who comply with the provisions of this Tender Book and the Auction Rules and whose documentation has been declared compliant, have unrestricted access to the Auction session.

In order to take part in the Auction, potential buyers entitled to participate will be notified no later than 12 noon on the day before the Auction takes place. Notification will be made by email to the address indicated by the potential buyer.

Chapter VI - How the Auctioning is conducted

(1) The Auction shall be held at the date, place and time indicated in the notice.

(2) The Auction shall be conducted in a Auction phase under the conditions set out in the Auction Rules.

(3) The identification and qualification of participants in the Auctioning procedure shall be carried out in accordance with the conditions of participation and the "Qualification Documents" (mentioned above).

(4) All Bidders present are deemed to offer at least the starting price of the Auction.

The Auction is coordinated by a Auction Committee with the following tasks:

- conducts auction meetings in accordance with the provisions of Tender Book and Rules;
- checks and analyses Offerors' documents;

- it draws up the list of accepted Offerors, excluding from participation those who do not meet the conditions;
- announce how the Auction will be conducted, clarifying any uncertainties;
- announce the starting price of the Auction; Bidders announce by shouting and raising the Auction slip, a price equal to that announced by the organizer or a price better than the starting price of the Auction, in accordance with the Auction Rules.
- it establishes the tie-breakers, on equal price offers, in accordance with the provisions of the Auction Regulations;
- announce the winner of the Auction, declare the Auction closed, draw up the minutes of the Auction award signed by the members of the Auction committee and the participants in the Auction;
- it settles any disputes concerning the outcome of the Auction within 5 working days from the date of sending them to the Seller. Any disputes concerning the outcome of the Auction may be lodged at the organiser's premises where the Auction took place within a maximum of 2 working days from the date of the award, with the explicit presentation of arguments based on documents. Cancellation of the Auction procedure is not contested.

The minutes of the award of the Auction will include:

a. The Notice, Tender Book and the Auction Rules (as Appendixes);

b. list of Offerors;

c. the criteria for the evaluation of Auctions in accordance with the provisions of the Auction Regulations;

d. the steps of the process/the prices bid by the Bidders and the result of the Auction, with indication of the winner;

e. personal data processing agreements signed by all Offerors (as Appendixes);

f. the remarks, if any, laid down in the Regulation.

Chapter VII. Conditions for participation in the Auctioning Procedure

In order to participate in the Auction, Bidders must meet the following conditions:

a. to pay the participation fee and to constitute the Guarantee.

b. be declared qualified, based on the required qualification documents.

The Notice, the Auction Rules and Tender Book will be posted on the website of INFINITY CAPITAL INVESTMENTS S.A. at https://infinitycapital.ro/en/vanzari-active/chd/.

Chapter VIII. Auction evaluation criteria

Auction evaluation criteria: in accordance with the provisions of the Auction Rules.

Chapter IX. Other Details

The final decision on the sale of the Shares to the winner of the Auction will be taken by the management bodies of INFINITY CAPITAL INVESTMENTS S.A., according to their decision-making powers, within a maximum of 2 (two) working days from the date of the resolution of the appeals or the expiry of the date for submission of appeals. The Sale-Purchase Agreement will be signed with the successful Offeror within 30 working days from the date of signing the award minutes.

INFINITY CAPITAL INVESTMENTS S.A. will ensures the necessary conditions for transparency of the Auction process for the sale of Shares, by setting up a section on its website (https://infinitycapital.ro/en/vanzari-active/chd/).

Chapter X. Cancellation of the Auction

The public notice of the Auction, as well as the completion of the Auction stages, does not create an obligation for INFINITY CAPITAL INVESTMENTS S.A. to carry out the sale or to conclude the Sale and Purchase Contract.

INFINITY CAPITAL INVESTMENTS S.A. may cancel/cancel the sales procedure at any time up to the moment of signing the award minutes, without any obligation to inform the Offerors of the reasons for the cancellation of the sales procedure, but will communicate the cancellation decision in writing to all participating Offerors and will return the participation guarantees in full.

If the Auction is cancelled after the award, because the winning Offeror does not conclude the sale-¬purchase contract within the agreed term, INFINITY CAPITAL INVESTMENTS S.A. will retain the winning Offeror's guarantee to cover the damage created by the failure to conclude the Sale-Purchase Agreement.

Capital XI - Disputes and litigation

The appeals will only concern the result of the Auction and can be submitted to the INFINITY CAPITAL INVESTMENTS S.A. headquarters within a maximum of 2 (two)

working days from the date of the conclusion of the Minutes of the Auction award and must include all the reasons that were the subject of the appeal.

The contesting Bidder will receive a written reply to the submitted protest within a maximum of 5 (five) working days from the date of registration of the protest. Only challenges registered within the above time limit and only for reasons relating to the outcome of the Auction will be considered.

Offerors who have not Auctioned, who have withdrawn, who have lost or withdrawn their Auction guarantee within the period of validity of the guarantee, will not be able to submit an appeal under the above provisions.

Chapter XII. Conclusion of the Agreement of Sale/Purchase of Shares and the transfer of ownership of the Shares

The contract shall be concluded no later than 30 working days after the date of signature of the award report. The seller shall inform the successful Bidder within 2 working days of the date of settlement of the objections or the expiry of the date for lodging objections of the date and place of the signing of the sales contract.

The transfer of ownership of the Shares will take place after full payment of the price as follows:

i) assuming full payment of the price, on the date of signing the contract for the sale and purchase of Shares;

ii) in the case of payment of the price in equal monthly installments, either on the date of signing the Shares sale-purchase agreement, subject to the provision of guarantees considered sufficient in favor of the Seller, or on the date of full payment of the price, in the case that no sufficient guarantees can be provided, or those proposed are not considered sufficient by the Seller.

The minimum value of the guarantees provided must be at least 120% of the value of the remaining amount to be paid. The seller is the only one in a position to assess whether or not the proposed guarantees are sufficient.

Assuming the price is paid inequal monthly installments with the transfer of ownership of the Shares on the date of signing the Shares sale-purchase agreement, the contract will also include some specific clauses, such as, but not limited to:

- mention of the guarantees that are set up to guarantee the payment of the price, including, but not limited to, the legal mortgage on the Shares and the conventional mortgage on the goods proposed by the Buyer and accepted by the Seller;

- in the event of non-payment of installments, the possibility for the Seller to choose between the resolution of the Shares sale-purchase agreement, with the retention of all sums paid until then as penalties and the execution of the established guarantees, with the payment of the legal penal interest until the date of the effective collection of the remaining price;
- signing the warranty contract.

In the case of payment of the price in equal monthly installments with the transfer of ownership of the Shares on the date of full payment of the price, the Shares sale-purchase agreement will also include some specific clauses, such as, but not limited to:

- the unilateral termination clause of the contract by the Seller in the event of non-payment, on time, of any of the installments, with the retention of all amounts paid up to that point by the Buyer;
- the possibility for the Buyer to appoint a director from the moment of signing the Shares sale-purchase agreement and until the date of transfer of ownership of the Shares.

The guarantee deposited shall be retained by INFINITY CAPITAL INVESTMENTS S.A. as an advance on the sale price and deducted from the amount due for the sale of the shares.

If the successful Bidder does not appear for the signing of the Sale and Purchase Agreement within a maximum of 30 working days from the date of signing of the award document, at the time and place indicated by the seller or, although he does appear, refuses to sign the Sale and Purchase Agreement and/or any documents necessary for the registration of the changes at the Commercial Registry or to give full effect to the transaction contemplated by the CVC, he loses the status of successful Bidder and the Guarantee. In this case, INFINITY CAPITAL INVESTMENTS S.A. has the right, at its option:

- to invite qualified Offerors to the Auction, in descending order of ranking, with a view to concluding the Sale and Purchase Agreement, but who meet the price conditions requested by INFINITY CAPITAL INVESTMENTS S.A. In this case, the term of validity of the Guarantee and the Offer will be extended or, for Offerors who have requested and received back the Guarantee, its constitution will be renewed;
- to cancel the Auction and resume the sales procedure.

In the event that the adjudicator does not provide guarantees that the Seller will consider sufficient, the Shares sale-purchase agreement will be signed, which will

provide for the transfer of ownership of the Shares on the date of full payment of the price, the adjudicator's refusal to sign such a contract resulting in loss of warranty.
The successful Bidder is obliged, under penalty of forfeiture of the Guarantee, to pay in full the awarded price within the agreed term, according to the terms set out in the Share Purchase Agreement.
By participating in the Auction, Offerors have acknowledged and accept in full the conditions for the conduct of the Auction as set out in these 16 pages of specifications.
These specifications are supplemented by the Auction Rules and other Appendixes.
Further information can be obtained by phone 0761693563, contact person Carmen Vasile and email - **licitatie@infinitycapital.ro**

Appendix 1

Participant Affidavit Template

The undersigned..... (full name of the natural person offeror), cu domiciled in ..... Identified by ID card, series ..... , no.....; issued by ..... on .....,

or

The undersigned,

.....

(name of the legal entity Offeror/ registered sole trader / registered individual trader organisation form), with its registered office in ..... registered at the Trade Register/other relevant register under no. J.../...../....., having Sole Registration Code ....., phone no. ....., represented by ....., as de ..... (to fill in the quality held within the Offeror),

We hereby file this

STATEMENT

whereby I declare under my own responsibility, knowing the provisions of the Criminal Code concerning false declarations, that as an Offeror,

(i) I meet the conditions for participation in the Auction and that I am NOT in any of the following situations and that there is no basis for such action to be taken against the Offeror or/and its legal representative(s):

a. I am not on the international sanctions lists;

b. they are not in receivership, judicial or administrative liquidation or bankruptcy proceedings at the date of submission/opening of the bid,

c. I am not subject to a legal procedure for declaring myself in one of the above situations,

d. The Offeror and the legal representative(s) are not in conflict of interest with persons belonging to the management of INFINITY CAPITAL INVESTMENTS S.A. and with persons holding decision-making positions within INFINITY CAPITAL INVESTMENTS S.A., involved in the sale procedure, as they are nominated in Tender Book,

(ii) the provisions of Tender Book and the Auction Rules are binding on me and that I accept them in full;

(iii) I understand and accept the manner in which the Auctioning Procedure will be conducted;

(iv) I understand and accept the terms of the Sale and Purchase Agreement, in the form attached as Appendix 3 (Sale and Purchase Agreement) to Tender Book;

(iv) I will attend the Auction at the date and time fixed in the notice and will offer at least the starting price of that Auction;

v) meet the conditions required by Article 6 of Law no. 31/1990 as well as all other conditions for being a shareholder in a company.

The email address used for contacting us (requesting further information, sending invitations to participate in the Auction and/or for signing the Sale-Purchase Agreement, etc.) is .....

(Name of the Offeror).....

(Name and surname, capacity of the Offeror's representative)

..... (signature)

Date: (date of signing the declaration).....

Appendix 2

Personal data processing agreement standard form

DECLARATION - AGREEMENT ON THE PROCESSING OF PERSONAL DATA

Having regard to the provisions of Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, I, the undersigned .....as and representing.....

I hereby declare that I have been informed about and agree to the personal data processing activities carried out within the framework of the sales procedures organized by INFINITY CAPITAL INVESTMENTS S.A.

In the case of personal data provided to INFINITY CAPITAL INVESTMENTS S.A. with a view to participation in the public Auction organised by the company, I declare that I have informed the data subjects whose data have been transmitted of their disclosure to INFINITY CAPITAL INVESTMENTS S.A.

I have been informed that the processing of personal data requested in the Auctioning procedures is necessary for the assessment of eligibility, compliance with the conditions imposed by Tender Book, the designation of the successful Bidder, the conclusion and implementation of the Sale¬-Purchase Agreement and I understand that failure to provide and process the requested personal data may result in the disqualification of the participant.

Offeror

Date:

Signature

Capacity:

Appendix 3 - Sale-Purchase Agreement Template

SHARE PURCHASE AGREEMENT
concluded by and between

INFINITY CAPITAL INVESTMENTS S.A.
As the Seller

and

[●]
As the Buyer

[●] 2025

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This Share Purchase Agreement (hereinafter referred to as the "Agreement") is made as of [•] 2025 (hereinafter referred to as the "Signing Date") by and between:

(1) **INFINITY CAPITAL INVESTMENTS S.A.**, a joint-stock company, incorporated and operating in accordance with the laws of Romania, having its registered office in Craiova Municipality, Str. Tufănele no. 1, Dolj County, registered with the Trade Register under no. J16/1210/1993, sole registration code 4175676 (hereinafter referred to as the "Seller"), duly represented by [•], acting as [•];

And

(2) [●], a company [•], incorporated and operating in accordance with the laws of [●], having its registered office in [●], registered with the Commercial Register under No. [●], unique registration code [●] (hereinafter referred to as the "Buyer"), duly represented by [●], as [●]

OR

(3) [●], citizen of [●], residing in [●], identified by identity card/passport [●], issued by [●] on [●] valid until [●], personal identification number [●] (hereinafter referred to as "Buyer"),

(Seller and Buyer hereinafter referred to individually as the "Party" and collectively as the "Parties").

WHEREAS:

(The Seller and Buyer hereinafter individually referred to as the "Party" and collectively as the "Parties").

(A) The Seller holds 1,754,221 shares issued by COMPLEX HOTELIER DÂMBOVIȚA S.A. (a joint stock company, with registered office in Târgoviște locality, Boulevard Libertății, no. 1, Dâmbovița county, registered in the Trade Register under No. J15/11/1998, Unique Registration Code 10108620, hereinafter " COMPLEX HOTELIER DÂMBOVIȚA" or the "Company"), having a nominal value of 1.70 lei and a total nominal value of 2,982,175.70 lei representing 19.9998% of the share capital of the Company ("Shares");

(B) the Seller has held on [●] the open competitive tender for the sale of the Shares ("the Auction");

(C) the Buyer has decided (i) to submit a bid which has been declared responsive as set out in [●], and (ii) to participate in the Auction, in which it has bid in accordance with the terms of the Tender Specifications and the Auction Rules;

(D) the Purchaser has been declared the successful bidder for the Shares, offering a price of [●] (in words) (hereinafter referred to as the "Purchase Price"), as evidenced by the Tender Offer Minutes No. [●] dated [●];

(E) No objections to the Tender have been filed within the time limit set out in the Tender Specifications and Rules / the objections filed in respect of the Tender have been resolved by [●], as reflected in [●], and the Purchaser has been declared the successful bidder for the Shares;

(F) The sale by the Seller and the purchase by the Purchaser of the Shares in accordance with the terms of this Agreement shall result in the Purchaser holding 1,754,221 Shares with a nominal value of 1.700 lei/share, i.e. a 99.9998% interest in the share capital of the Company;

(G) the Seller has decided to sell the Shares and assume the obligations imposed on the Seller under this Agreement and the Buyer has agreed to purchase the Shares and assume the obligations imposed on the Buyer under this Agreement (the "Transaction");

(H) The parties to this Agreement agree to reflect their agreement and understanding with respect to the sale and purchase of the Shares in this Agreement,

NOW THEREFORE, in consideration of the covenants, obligations, warranties and representations set forth in this Agreement, the Parties agree as follows:

1. Sale and Purchase of Shares

a) Subject to and in accordance with the terms and conditions of this Agreement, effective as of the Signing Date, Seller sells and transfers and Buyer purchases and acquires full and legal ownership of the Shares, free and clear of encumbrances, together with all rights therein (including, without limitation, the right to receive all dividends or distributions declared, made or paid on or after the Signing Date).

2. Purchase Price

The parties have agreed, as full consideration for the transfer to the Purchaser of the ownership of the Shares and all rights attaching thereto, and the Purchaser undertakes to pay to the Seller on the date of execution of this Agreement, as full consideration for the acquisition of the ownership of the Shares, the Purchase Price representing an aggregate amount of [-] (in words).

b) The Purchase Price reflects the agreement and understanding between the Parties freely arrived at as a result of the Auction and each of the Parties agrees and confirms that it represents fair and equitable consideration for the ownership of the Shares. Each of the Parties confirms that, in entering into this Agreement, it has sought and received all relevant advice (including but not limited to legal, tax and financial advice) from qualified, reputable and experienced professionals in their respective fields.

c) The Purchase Price shall be deemed to be reduced by the amount of any payment made to the Buyer in respect of any Claim.

d) The Purchase Price shall be paid by the Buyer as follows:
(i) the sum of 5,000,000 LEI, representing the amount of the Security - was paid on [●] into the Seller's Account;
ii) The amount of [●] (in words) LEI, representing the Price Difference - shall be paid by the Buyer into the Seller's Account on the Signing Date, by bank transfer;

e) The Price Difference shall be deemed to have been paid when Banca Transilvania confirms that the total amount corresponding to the Price Difference has been credited to the Seller's Account.

f) Unless otherwise expressly provided for in this Contract, each payment due under this Contract by the Buyer to the Seller shall be made in full, without any set-off or counterclaim, and shall be free from any deductions, withholdings or claims. The Buyer shall at no time be entitled to set off any amount or claim against any amounts due to the Seller.

g) If Buyer is required by Applicable Law to make a deduction or withholding with respect to any amount payable under this Agreement, Buyer shall, concurrently with the payment of the amount subject to such deduction or withholding, make a payment to Seller of such additional amount as is necessary to ensure that the net amount received by Seller will equal the full amount that would have been received had no such deduction or withholding been required.

3. Signing

a) On the Signing Date:

(1) The parties shall deliver to each other a copy of the necessary corporate approvals authorizing the execution and performance by them of this Agreement and any other documents referred to in this Agreement and approving the Transaction and any relevant powers granted for the execution of this Agreement;

(2) The Buyer has paid into the Seller's Account the Price Difference;

(3) The parties have signed, under private signature, this Agreement;

(4) The parties accept that they will take the necessary steps to make the appropriate entries in the Company's shareholder register to reflect the transfer of the Shares from the Seller to the Buyer, within a maximum of 3 days from the Signing Date.

b) Immediately after the Signing Date, the parties shall ensure will ensure the necessary diligence for the submission by the Company of all requests to effect the

registration with the Commercial Registry of the transfer of ownership of the Shares from the Seller to the Buyer. To the extent required by Applicable Law, the parties wiil make and perform all necessary filings and registrations with any Public Authority in connection with the transfer of the Shares.

c) Seller and Buyer shall cooperate in good faith and shall execute and issue such other certificates, documents and instruments as may reasonably be required to be executed or issued pursuant to this Agreement, to complete the Transaction.

d) Notwithstanding any provision of this Contract or the provisions of any Applicable Law, Buyer agrees that, after the Signing Date, Buyer shall have no right to terminate or rescind this Contract. Buyer's sole remedy for or in respect of any claim arising out of or in connection with this Contract shall be damages for breach of Contract as provided herein, and Buyer waives any other remedy or remedies it may otherwise have in respect of any such claim.

e) This Agreement shall continue in full force and effect after the Signing Date with respect to those matters subsisting after such date to give full effect to the Agreement and the Transaction.

4. Declarations and guarantees

a) Buyer and Seller, individually and on their own behalf, warrant that each of the warranties below is true and accurate as of the Signing Date.

i) Each Party shall be a company duly organized, validly incorporated and existing under the Applicable Law at the place of its incorporation. Each Party shall have the right and capacity to execute and perform this Agreement and all ancillary documents necessary to consummate the Transaction.
OR

i) The seller is a company duly organized, validly established and in accordance with the laws of Romania. The buyer is a citizen [•] with full capacity to use and

exercise. Each Party has the right and capacity to sign and execute this Agreement and all ancillary documents necessary to complete the Transaction.

ii) The Seller shall be the legal owner of the Shares and shall have the full right to dispose of them in accordance with the provisions of this Agreement.

The Seller represents that the shares are free from any encumbrances, liens and there are no option rights or other rights under which third parties would be entitled to demand the sale, transfer or encumbrance of such shares. The seller declares that all transfers of shares made in advance by the seller in respect of the shares that are the subject of this contract have been duly registered in the Register of Shareholders of the company.

iii) Each person signing any Transaction Document on behalf of a Party shall have full authority to do so. Each Party has duly and validly executed and delivered this Agreement.

iv) This Agreement and any documents or instruments executed or to be executed by the Parties in connection with this Agreement and the Transaction shall constitute or, when the relevant documents or instruments are executed, shall constitute valid obligations of such Party and shall be or, when the relevant documents or instruments are executed, shall be enforceable against such Party in accordance with their terms.

4.**1.5.** Seller represents and warrants that:

i) on the Date of signing the contract, the Seller has full capacity, power and authority to sign and execute this contract;
ii) from the Signing Date, this Contract constitutes a legal, valid and binding obligation for the Seller, having an enforceable nature against the Seller, according to its provisions;

iii) The signing of this contract and the fulfillment by the Seller of the obligations arising from the contract does not result in a violation or failure to fulfill any obligation or provision of a contract to which the seller is a party and does not violate any law or regulation in force;

iv) At the time of signing this contract, there are no judicial, administrative and fiscal proceedings initiated or in the process of being initiated against the Seller or any other action before any court, public administrative authority that could affect the validity of this contract regarding to the seller's ability to fulfill his obligations arising from this contract

b) The Buyer is professional, acting prudently and diligently, acquiring the Shares as movable property in their "as is". In making the decision to enter into the Transaction, the Buyer relied solely on the results of its own independent investigation, inspection and verification and not on the Seller.

c) The Buyer declares that, other than as provided in this Agreement, it is not required to make any announcement, notification, report or registration, obtain any consent, authorisation, order or approval, file any statement or registration with any Public Authority or from any third party in connection with the Transaction.

d) The Buyer shall have the financial resources necessary to purchase the Shares in accordance
with the terms of this Agreement and to perform its obligations under this Agreement. The Buyer's funds do not derive from illegal activities prohibited by Romanian law, EU law or relevant international treaties.

e) The Buyer declares that, at the time of signing this Agreement, there was no bad faith or any form of coercion upon him.

f) There is no action, judicial proceeding or other proceeding or measure taken or threatened to be taken for the purpose of declaring insolvency, bankruptcy, judicial reorganization, dissolution, liquidation, moratorium or composition in respect of the Buyer. The Buyer is not insolvent as that term is defined by the Applicable Law, including, without limitation, "presumed insolvency" or "imminent

insolvency" under Law No. 85/2014 on insolvency and insolvency prevention proceedings and "state of insolvency" under Article 1.417 of the Civil Code.

g) Seller's Warranties under the Clause 4 are the only warranties given by the Seller in relation to the Company, the Shares, the business of the Company, this Agreement and the Transaction Documents. The parties have expressly agreed that the Seller does not owe any warranty for latent defects of the Shares, in accordance with the provisions of Article 1708 (1) of the Civil Code. With regard to the warranty for eviction, the Seller is released from any warranty against eviction, except for that arising from personal fact or facts known but hidden from the Buyer at the time of sale, in accordance with the provisions of Art. 1699 of the Civil Code.

h) The Buyer expressly acknowledges and agrees that it is purchasing the Shares on an "as is" basis and neither the Seller, nor any other shareholder of the Company, nor any representative, director, officer, manager, employee, advisor or agent of the Company or the Seller, makes, in any capacity, any representation or warranty and the Buyer does not rely on any representation or warranty of any kind, oral or written, express or implied, statutory or otherwise, as to any matter relating to the Company, the Shares, this Agreement or the Transaction or as to the accuracy, correctness, completeness or materiality of any information (including disclosed information) provided or otherwise acquired by the Buyer or any of its representatives.

Subject to the provisions and limitations set out in this Agreement and, in particular, in Clause 5 of this Agreement, each Party shall indemnify the other Party for any damage resulting from any material breach of this Agreement or any damage caused to the Seller in connection with the Company and/or any act or omission of the Buyer, in each case to the extent that payment of the damage has been agreed by the Party in breach of this Agreement or has been determined to be due and payable by the Party in breach of this Agreement on the basis of a final judgment of a court of competent jurisdiction.

i) Each Party recognizes, after due and careful consideration, that:

i) except as expressly provided in this Agreement, enter into this Agreement solely on the basis of its own commercial assessments and investigations and recommendations received from its own consultants;

and

ii) the other Party enters into this Agreement on the basis of the representations set out in this Clause 4.

5. Limits of liability Seller

a) Time limit

i) If Buyer becomes aware of any matter or circumstance which has given rise to or may give rise to a Claim, Seller shall not be liable under this Agreement in respect of such Claim unless Buyer notifies Seller of the Claim:

i) specifying the matters set out in Clause 6including, but not limited to, the Buyer's estimate of the amount of the alleged damage;

ii) within one (1) year from the Signing Date or within the limitation period provided by Applicable Law for such Claim, whichever is shorter; and

iii) not later than fifteen (15) days from the date on which the Buyer became aware of the matters or circumstances giving rise to this Claim.

ii) The Seller shall not be liable for any Damages suffered in connection with any Claim to the extent that such Damages are aggravated or not reduced as a result of the Buyer's failure to give notice in accordance with Clause 5.a.

b) Individual value limits

i) The Seller shall not be liable under this Agreement for any individual Claim (or a series of Claims arising out of substantially the same facts or circumstances) if the amount of the loss agreed or determined in respect of such Claim or series of Claims (without regard to the provisions of this Clause) does not exceed 250,000 RON. For the purposes of this Clause, no single fact, issue or circumstance may be aggregated to form an individual Claim if it would properly constitute several separate Claims.

ii) If the amount of the damage agreed or determined in respect of such claim or series of claims exceeds RON 250,000, the Seller's liability shall be limited solely to the amount of the excess.

c) Aggregate value limits

i) The Seller shall not be liable under this Contract for any individual Claim unless the aggregate amount of all Claims for which the Seller may be liable under this Contract (disregarding the provisions of this Clause) exceeds 250,000 (two hundred and fifty thousand) LEI. For the purposes of this Clause, if the Buyer makes more than one claim under this Contract in respect of the same loss, only the amount of the last claim shall be taken into account.

The Seller's total liability in respect of all breaches of this Agreement shall not exceed 20% of the Purchase Price.

Seller shall not be liable for any damages, indirect or consequential, for loss of profit, deferral of profit, loss of any opportunity, loss of business, loss of income or loss of goodwill, any punitive or special damages, claims, demands, proceedings, costs, expenses, penalties, fees and other legal or professional charges.

d) Potential or future harm

The Seller shall not be liable under this Agreement for any potential or future damage unless such damage becomes certain, liquid and payable in accordance with this Agreement.

e) Recovery of Damages from Third Parties

i) The Buyer, as part of its obligation to mitigate potential damages suffered under this Agreement, shall take all necessary steps to recover or mitigate the damages from a third party before commencing proceedings against the Seller and such steps have been exhausted and there is no other legal remedy/recourse available to the Buyer or the Company.

ii) If the Buyer or the Company recovers (whether by payment, assignment, set-off, insurance or otherwise) from a third party an amount which indemnifies or compensates the Buyer (in whole or in part) in respect of the damage or liability which is the subject of the Claim, before the Seller pays any amount in respect of such Claim, the amount of the Claim shall be deemed to be reduced by the amount so recovered from the third party. If the Seller has already paid an amount in respect

of such Claim, the Buyer shall pay or cause the Company to pay to the Seller, not later than three (3) Business Days after receipt of such amount, an amount equal to the amount recovered from the third party.

f) Circumstances subsequent to the Agreement

The Seller shall not be liable under this Agreement for any matter, act, omission or circumstance (or any combination thereof), including the aggravation of a circumstance and any Damages arising therefrom, to the extent that they would not have occurred but for their occurrence:

i) any matter or thing done or omitted to be done, pursuant to this Agreement or any other Transaction Document or upon the written request, consent or instructions of Buyer or its

Affiliates, or (ii) any matter or thing done or omitted to be done by or on behalf of Buyer or its Affiliates;

ii) any act, omission or transaction of the Buyer or any of the Buyer's or the Company's subsidiaries or their directors, officers, employees, agents or successors in interest;

iii) the adoption or any change after the date of this Agreement of any law, rule, regulation or administrative practice of any government, government department, agency or regulatory body, including (without prejudice to the generality of the foregoing) any increase in the rates of Taxation or any form of Taxation or any withdrawal of relief from Taxation which is not effective (or prospective) as of the date of this Agreement or any change after the date of this Agreement in any generally accepted interpretation or application of any legislation;

iv) the cessation or any change in the nature or conduct of any business carried on by the Company on the Signing Date;

v) any change in the accounting or tax policies, basis or practices of the Buyer or the Company effective after the Signing Date.

For the avoidance of doubt, nothing in this Agreement or any other Transaction Document shall be construed as relieving Buyer of its obligation to mitigate any Damages.

g) Net financial benefit

Seller shall not be liable under this Agreement for Damages suffered by Buyer or the Company to the extent that there are corresponding savings or financial benefits to Buyer or the Company resulting from such Damages or the facts giving rise to such

Damages (e.g., without limitation, if the amount of the Tax for which Buyer or the Company would otherwise have been liable is actually reduced or extinguished as a result of the matters giving rise to such liability).

h) Provisions

The Seller shall not be liable under this Agreement in respect of any Claim if and to the extent that adequate provisions or reserves exist in the financial statements for the matters giving rise to such Claims.

i) Under-declarations / Over-declarations

If and to the extent that:

i) the amount of any provisions or reserves (including any provisions or reserves taken into account in calculating the net value of an asset) reflected in any way in the financial statements (and not released prior to the Signing) is found to be excessive or unnecessary in respect of the matter for which it was made or is determined to have been excessive or unnecessary;

ii) any amount is received by the Company in respect of any asset that has previously been written off as irrecoverable in the financial statements; or

iii) the value of any asset in the financial statements is understated or any liability in the closing accounts is overstated

the amount of any such excess, allowance, provision or unnecessary reserve, under or over-estimate shall be credited immediately and applied to relieve the Seller from any Loss which it would have incurred in connection with any Claim under this Contract.

j) Limitation of Damages

The Buyer shall ensure that all reasonable steps are taken and all reasonable assistance is given to avoid or limit any Damages which, in the absence of mitigation, would give rise to liability in respect of any Claim under this Agreement.

k) Double Compensation of Damages

The Buyer shall not be entitled to recover from the Seller more than once compensation for the same Damages.

l) Buyer's Knowledge

i) The Buyer acknowledges and agrees that it has extensive knowledge and experience in the field of the Company's business and is acting as a professional.

ii) The Buyer has conducted its own independent investigation and analysis of the need to obtain approval from any Public Authority or third party under Applicable

Law and has not relied on any information provided or advice from the Seller in this regard.

iii) Seller shall not be liable for any Claim to the extent that the matter, fact, information or circumstance giving rise to that Claim:

(1) is an act, fact, matter, information, event or circumstance of which the Buyer has (or ought to have had) actual, constructive or implied knowledge at the Signing Date; or

(2) constitute matters Disclosed or notified by the Seller to the Buyer or could have been discovered (whether through any investigation carried out by or on behalf of the Buyer in relation to the Company or otherwise) prior to the Signing Date.

m) Employee and management liability

Buyer waives any rights, remedies or Claims it may have, and agrees not to bring, any action against any existing or former employee, director, manager or officer of Seller and its Affiliates arising out of or in connection with any misrepresentation, inaccuracy or omission in or from any information or assistance provided or offered by Seller or its employees, directors, managers or advisors in connection with assisting Seller in making any representations and warranties in this Agreement or in preparing the disclosed information.

n) Opportunity to remedy

Notwithstanding the provisions of this Agreement, the Seller shall have no liability in respect of a Claim if the matter giving rise to the Claim is remedied (without prejudice to the Buyer) within Thirty (30) Business Days from the date on which notice of the Claim is given to the Seller, and the Buyer shall give the Seller an opportunity to exercise all due diligence, to remedy the matter in question within such period and shall ensure that the Company shall afford the Seller the opportunity to remedy the matter in question, including permitting the Seller and its representatives, upon their reasonable request, to receive copies of Tender Books, correspondence and records of the Company and/or, if applicable, the Buyer and to confer with the personnel of the Company and, if applicable, the Buyer, in each case only to the extent necessary to remedy the matter in question and in accordance with Applicable Law.

6. Claims

a) Notification of Potential their Harm

i) If the Buyer becomes aware of any matter or circumstance which may give rise to a Claim against the Seller under this Agreement, the Buyer shall, within the time provided for in Clause (5a)i), written notice setting out such information in the Buyer's possession as is reasonably necessary to enable the Seller to assess the merits of the Claim, to act to preserve evidence and to take such action as the Seller considers necessary. Such notice shall set out full particulars of the legal and factual basis of the claim and the evidence on which the Buyer relies (including, where the Claim arises out of or in connection with a claim by a third party, evidence of the claim by the third party) and shall set out the Buyer's estimate of the amount of the Damages which are or will be the subject of the claim (including any Damages which depend on the occurrence of a future event).

ii) Upon Buyer's request, Seller shall have the right to conduct any defense of any Third Party Claim, the conduct of any litigation, transaction, defense or appeal of the Third Party Claim and any related negotiations.

b) Starting the procedure

Any Claim notified under the Clause a) (if not previously satisfied, settled or withdrawn) shall be deemed to be irrevocably withdrawn and all associated obligations of the Seller shall be deemed to be terminated 6 (six) months after notification under Clause 6a. of this Agreement, unless at that time legal proceedings in respect of the relevant Claim under this Agreement (i) have been initiated by issue and notice and (ii) are and continue to be pursued with reasonable diligence.

c) Investigations carried out by the Seller

In connection with any matter or circumstance giving rise to a Claim against the Seller under this Agreement:

i) Buyer shall permit Seller and its financial, accounting, legal or other advisors to investigate the matter or circumstance alleged to give rise to a Claim and whether and to what extent any amount is payable in connection with such Claim; and

ii) Buyer shall disclose to Seller all information of which Buyer is aware and which relates to the Claim and shall provide, including access to the premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records as Seller or its financial, accounting or legal advisors may

reasonably request, subject to Seller's acceptance of the confidentiality of such information and its use solely for the purpose of investigating and defending the Claim in question.

d) Third-Party Claims

If the matter or circumstance giving rise to a Claim against the Seller under this Agreement arises out of or in connection with a Third-Party Claim (**"Third-Party Claim"**), then:

i) no acknowledgement shall be made in respect of the Third-Party Claim by or on behalf of the Buyer or the Company, the Third-Party Claim shall not be assigned or settled and no agreement shall be entered into in respect thereof without the written consent of the Seller;

ii) Buyer will consult with Seller and consider Seller's recommendations to avoid, dispute, mitigate or defend any Third-Party Claim

iii) Seller shall have the right, at its own expense and written agreement to Buyer, to take such action as it deems necessary to avoid, contest, deny, defend, resist, appeal or challenge the Third-Party Claim (including, without limitation, the assertion of counterclaims or other claims against third parties) in the name and on behalf of Buyer and to cause any related proceedings, negotiations or appeals to be conducted;

iv) In the event that the Seller assumes the conduct of proceedings in relation to the Third-Party Claims, the Buyer shall issue the necessary powers of attorney to the Seller and its consultants and shall provide the Seller with any additional information in relation to the Third-Party Claim as may be requested by the Seller at any time to enable them to make the necessary defences.

v) The Seller shall not be liable for any Damages in respect of a Third-Party Claim to the extent that the Buyer fails to comply with any of its obligations under this Clause 6.

7. Privacy

a) Subject to Clause b), no publication, announcement, press release, circular or communication (each a "**Notice**") concerning the existence or content of this Agreement shall be made by either Party without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed).

b) Clause a) shall not apply to any Announcement if and to the extent that it is required to be made under Applicable Law, the rules of any stock exchange or other securities market or the Public Authority to which the party making the Announcement is subject, or the statutory or conventional procedure of which it is a part, whether or not any of these have the force of law, it being understood that only that part of the information required to be disclosed to comply with such requirements shall be disclosed and provided that any Announcement shall, to the extent permitted, be made after prior notice (including a copy of the proposed Announcement) and after consultation with and consideration of the reasonable requirements of the other Party as to the content, timing and manner of transmission of such Announcement; where prior notice and consultation is not permitted, the Party making the Announcement shall provide the other Parties with a copy of the Announcement made immediately after its transmission.

c) Each Party shall treat as confidential and shall not disclose any information obtained as a result of the negotiation and conclusion of this Agreement, including information relating to: (i) the provisions of this Agreement; and (ii) negotiations relating to this Agreement.

d) Clause c) does not prohibit the disclosure or use of any information by a Party and/or its Affiliates if and to the extent that:

i. disclosure or use is required by law or any regulatory body;

ii. disclosure is required under the rules of any stock exchange or other securities market applicable to the disclosing Party;

iii. disclosure or use is necessary to confer the full benefit of this Agreement on Seller or Buyer;

iv. the disclosure or use is necessary for the purposes of legal proceedings or the disclosure is made to a Tax Authority in connection with the tax affairs of the disclosing Party;

v. disclosure shall be made to actual or prospective advisers or funders or to insurers or insurance brokers of either Party on a need-to-know basis and on the basis that such actual or prospective advisers or funders undertake to comply with the provisions of the Clauses 7.a in respect of such information as if they were a party to this Agreement;

vi. the information is or becomes public (other than by breach of this Agreement);

vii. the other Party has given its prior written consent to the disclosure or use; or

viii. information is independently developed after the Signing Date, provided that, prior to the disclosure or use of any information pursuant to the Clauses i), iii) and iv),unless disclosed to a Taxing Authority or for the purpose of any legal proceeding, if prohibited by law, the Party concerned shall promptly notify the other Party of such requirement in order to provide the other Party with an opportunity to challenge the disclosure or use or to agree on the timing and content of such disclosure or use; or

ix. where the disclosure is made to a prospective investor, purchaser, partner or buyer of the business or shares of a Party or its subsidiaries, including legal, financial, accounting, auditors, management, employees and other authorized representatives thereof.

8. Miscellaneous

a) Protection of Personal Data

i. Each Party shall be independently responsible for complying with applicable legal requirements for the lawful processing of Personal Data in the context of its activities carried out for the purposes of this Agreement.

ii. During the performance of this Agreement, either Party may collect, store or use several categories of Personal Data, including first name, last name, telephone number, e-mail address, signature, relating to the other Party's legal representatives or employees or other persons representing that Party. The data may be collected from the other Party or directly from the data subject. The above processing of Personal Data is necessary to enable the Parties to enter into and perform this Agreement. In order to ensure timely, transparent and meaningful information to Data Subjects, as required by the General Data Protection Regulation 2016/679 (EU), each Party shall prepare and be responsible for the content of its own information notice on the processing of Personal Data it performs with respect to legal representatives/employees and/or other persons representing the other Party.

iii. The Buyer shall at all times comply with all Applicable Privacy Laws governing the protection of Personal Data (including but not limited to the General Data Protection Regulation (EU) 2016/679) in respect of any Personal Data that may be disclosed or otherwise provided to the Buyer by or on behalf of the Seller or the Company. The Buyer shall only collect, use or disclose such Personal Data for the purposes of investigating the Company and its business and completing the

Transaction. Buyer shall protect all Personal Data collected in a manner consistent with the sensitivity of the Personal Data and shall maintain the security and integrity of the Personal Data at all times.

b. Voluntary actions

The Parties shall refrain from any act or fact (other than in the ordinary course of the Company's business or as required by law) which could give rise to a Claim that would not otherwise arise.

c. Subsequent sale

Without prejudice to any contrary provisions contained in the Clause 5 of the Agreement, the Seller shall not be liable for any Claim arising out of a circumstance affecting the Company if the notice given under the terms of this Agreement in relation to that circumstance is given after the subsequent sale of the Shares by the Buyer.

d. Cooperation

The Parties agree to cooperate in good faith and to act so as to enable the other Party to benefit from the provisions of this Agreement. The Parties shall act with professionalism and diligence in accordance with the provisions of this Agreement.

e. Supplementary insurance

i) The Parties shall sign or, as the case may be, use reasonable endeavours to ensure that any relevant third party shall sign all documents and/or perform all actions reasonably required by the other Party to implement this Agreement and any other documents entered into hereunder.

f. Negotiated contract

i) For the purposes of Article 1.221 of the Romanian Civil Code, each Party confirms that it has the necessary experience and knowledge to conclude and evaluate this Agreement and is not in a state of necessity at the date of this Agreement.

ii) The parties agree and declare that none of the provisions of this Agreement can be considered as a standard or unusual clause within the meaning of Articles 1.202 and 1.203 of the Romanian Civil Code. For the avoidance of doubt, the Parties expressly agree that this Agreement does not constitute a contract of adhesion as defined by Article 1.175 of the Romanian Civil Code and further expressly confirm and declare that they have expressly agreed and accepted Clauses 1-8 of this Agreement (including the Appendixes).

g. Entire Contract

i) This Agreement constitutes the entire agreement between Seller and Buyer relating to the subject matter of this Agreement and supersedes any prior written or oral agreement between Seller and Buyer relating to the matters covered by this Agreement.

ii) To the extent permitted by law and except in the case of fraud, each Party agrees and acknowledges that its sole right and remedy with respect to any warranty or representation made in connection with this Agreement shall be in connection with breach of the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or at law).

h. Unique remedy

Indemnification in accordance with the provisions of this Agreement shall be Buyer's sole remedy and Seller's sole liability in respect of Claims raised under this Agreement.

i. Exclusion of contingency

The parties consider this Agreement to be fair and reasonable and agree to abide by it for its entire duration, notwithstanding the occurrence of any circumstances which would make the performance of any obligation arising under this Agreement more onerous either because of increased costs of performance of that obligation or because of decreased value of the consideration. The parties hereby expressly waive any right, present or future, actual or potential, to claim any kind of benefit or exemption from liability resulting from the application of the provisions of Article 1.271 of the Romanian Civil Code.

j. Reasonableness

Each Party confirms that it has received independent legal advice on all matters set out in this Agreement and agrees that the provisions of this Agreement (including all documents entered into pursuant to this Agreement) are fair and reasonable.

k. Changes

No modification, variation or amendment of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

l. Costs

Each Party shall bear its own fees, costs and expenses in connection with the preparation, negotiation and execution of this Agreement, including, but not limited to, all fees and expenses related to any agents, representatives, attorneys, accountants, mediators, banks and other consultants. All expenses in connection with the transfer of the Shares, including fees for the registration of changes with the Registrar of Companies, shall be borne by the Buyer.

m. Notifications

i) Any notices or other communications in connection with this Agreement ("Notice") shall be:

(1) made in writing in Romanian;

(2) sent by e-mail, followed by written confirmation of receipt, registered letter or sent by courier via a nationally recognised courier company.

ii) Notices to Seller shall be sent to the following address or to such other person or address as Seller may notify Buyer:

For the Seller:

For the attention of: [●]
Address: [●]
Phone no.: [●]
E-mail: [●]

iii) Notices to the Buyer shall be sent to the following address or such other person or address as the Buyer may notify to the Seller.

For the Buyer

For the attention of: [●]
Address: [●]
Phone no.: [●]
E-mail: [●]

iv) Any notice shall be effective upon receipt and shall be deemed to have been received on the date of personal delivery, on the date of receipt of registered mail or by courier. Any properly transmitted notice which is refused receipt, not collected or undeliverable due to any act or omission of the Party to whom it is addressed shall

be deemed to have been delivered on the date it was refused receipt, undeliverable or deemed by the post office or courier to be undeliverable.

n) Invalidity

i) If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision shall apply with any necessary deletion or modification so that the provision shall be legal, valid and enforceable and shall produce the commercial and economic effects intended by the Parties.

ii) To the extent that it is not possible to eliminate or modify such a provision, either in whole or in part, under the 8.p.i such provision or any part thereof shall be deemed not to form part of this Agreement to the extent that it is illegal, invalid or unenforceable, and the legality, validity and enforceability of the other provisions of this Agreement shall not be affected.

o) Applicable law and competent courts

i) This Agreement shall be governed by and construed in accordance with Romanian law.

ii) Any dispute or disagreement arising out of or in connection with this Agreement, including but not limited to any disputes as to the valid conclusion, existence, execution, performance, nullity, breach, termination or invalidity thereof and including any non-contractual obligations hereunder, and in consequence thereof, any proceedings arising out of or in connection with this Agreement which cannot be settled by amicable negotiations within thirty (30) days of written notice by either Party of the potential dispute shall be resolved by the competent courts of Bucharest.

p) Language

This Agreement was negotiated and signed in Romanian only.

q) Survival of clauses

Appendix 1 (Definitions and interpretation), Clauses 7) (Confidentiality), g) (Entire Agreement), 8.l) (Costs), 8.m (Notices), 8.o) *(Governing Law and Competent Courts)* shall survive termination of this Agreement.

r) Attachments

The following Appendixes are attached to and form an integral part of this Agreement and have the same legal force as the Agreement:

Appendix 1 - Definitions and interpretation.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written, in two (2) originals, one original for each Party.

SELLER: **INFINITY CAPITAL INVESTMENTS S.A.**

By [●]

_____

BUYER [●]

By [●]

_____

APPENDIX 1 DEFINITIONS AND INTERPRETATIONS

Definitions

In this Agreement, the following words and phrases, when capitalized, have the following meanings (unless the context otherwise requires):

"*Shares*"	has the meaning assigned in the Preamble to point O;
"Affiliate"	means, in relation to any Party to the Agreement, any entity/individual who (i) is directly or indirectly controlled by that Party or its shareholders; (ii) directly or indirectly controls that Party or its shareholders, (iii) is directly or indirectly controlled by the same legal or natural persons as that Party or its shareholders or (iv) is directly or indirectly controlled by that Party or its shareholders and (vi) in relation to any individual, any other individual who is a relative up to the fourth degree;
" *Articles of Association* "	means the Articles of Association of the Company, updated on [•];
"Notice"	has the meaning assigned to that term in the 7.a);
"*Tax Authority*"	means the Ministry of Public Finance of Romania, the National Tax Administration Agency of Romania and any other local or governmental authority or other entity with or without legal personality competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or for the enforcement of any law in relation to Taxation;
"*Public Authority*"	means any governmental or regulatory or supervisory authority or multinational, national, federal, state, provincial or local entity or body or any subdivision thereof, including any agency, instrumentality, division, department, court or other body thereof that issues binding decisions or resolutions;

"*Tender Book*"	means Tender Book registered by the Seller under no. [•] for the organisation of the Auction;
"*Civil Code*"	means the Romanian Civil Code approved by Law No 287/2009, as amended and supplemented;
"Seller's Account"	Means bank account no. [*number*], opened with [*bank*], branch [*branch*];
"*Date of Signature*"	means the date of this Agreement as set out in the preamble to this Agreement;
"*Personal Data*"	has the meaning attributed to this term in the General Data Protection Regulation (EU) 2016/679, as applicable in Romania;
"*Revealed*"	means all matters revealed, referred to or stated in (i) the Transaction Documents; (ii) the information included in the online database of the Commercial Registry, the Ministry of Finance, the National Register of Real Estate, the State Patent and Trademark Office, the National Register of Powers of Attorney and Revocation of Powers of Attorney, land registers, the Insolvency Proceedings Bulletin and the online portal of the Romanian courts and the High Court of Cassation and Justice or any other relevant public register for which an inspection, examination or search of any extract, document, register or record relating to the Company and/or its business or assets is publicly accessible; and (iii) any legal, financial, tax, operational, commercial and technical consequences of such matters as may be assessed by a qualified professional acting with due diligence;

"*Price Difference*"	Means the Purchase Price less the Warranty;
"*Transaction Documents*"	means this Agreement, each document in agreed form and any other document entered into or to be entered into pursuant to or in connection with this Agreement and/or the Transaction and any ancillary documents relating to the Transaction or any other documents which the Parties may agree in writing to be Transaction Documents;
"*Guarantee"*	means the amount of 500,000 (RON), representing the amount of the guarantee provided by the Buyer, proof of payment of which is part of the offer submitted by the Buyer and registered by the Seller under no. [●];
"*Seller's Warranties*"	means the warranties given by the Seller under the Clause 4) a) and "Seller's Warranty" means any of them;
"*Tax(es)" or "Taxation*"	means all forms of direct or indirect taxation, whether levied by reference to income, profits, gains, net worth, asset value, turnover, value added or other references, as well as statutory, governmental, state, local or municipal taxes, duties, contributions, fees and levies (including but not limited to social security premiums), social security and health insurance payments and any other payroll taxes, whenever and wherever imposed (whether imposed by withholding or deduction for or on account of tax or otherwise) and in respect of any person, and all penalties, taxes, surcharges, costs, interest and/or any other incidental thereto;
"Applicable Law"	means, in relation to the relevant jurisdiction, any law, statute, regulation, code, ordinance, rule, ruling, order, decree or directive or any other legislative or administrative act, or any ruling, requirement or recommendation of a Public Authority or the interpretation by a Public Authority of any of the foregoing, provided that each of the foregoing has binding effect in its own right in force at any given time;

"*RON*"	means the Romanian RON, the legal currency of Romania;
"*Auction*"	has the meaning attributed to this term in the preamble, point O;
"*Damage"*	means all direct and actual direct and actual damages, liabilities, penalties, interest, costs, reasonable fines, fees, expenses (including reasonable legal fees and expenses), actually incurred, excluding, for the avoidance of doubt, any loss of production, loss of profits, loss of revenue, loss of contract, loss of business opportunities, loss of goodwill, loss of a claim or any indirect or consequential losses incurred by Seller and/or Buyer, all of which are made to avoid or limit such loss, caused by events, facts or acts occurring or originating prior to the Signing Date as a result of a material breach of this Agreement;
"*Claim*"	means the right of a Party who has suffered Damage as a result of a breach of this Agreement by the other Party to seek redress from the other Party;
"*Third-Party Claim*"	has the meaning assigned to that term in the 6) d);
"*Purchase Price*"	has the meaning assigned to it in the Preamble to point D;
"*Auction Rules*"	means the Auction regulations registered by the Seller under no. [•] for the organisation of the Auction;

"*Encumbrance*"	means any lien, pledge, charge, mortgage, security interest, option, prohibition on sale, restriction of any kind (including any voting rights agreements, restrictions on voting rights or rights of disposition), option, power of sale, usufruct, right of first refusal, right of first refusal, lease, licence, restrictive covenant, condition or restriction of any kind, including, without limitation, any restriction on the use, voting, transfer, receipt of income or other exercise of any ownership, claims or other rights of third parties or warranties of any kind or other similar transfer restrictions (including those created by Applicable Law) or an agreement, understanding or obligation to create any of the foregoing;
"*Company*"	means Complex Hotelier Dâmbovița S.A., a joint-stock company, with its registered office in Târgoviște, Boulevard Libertății, no. 1, Dâmbovița county, registered in the Trade Register under no. J15/11/1998, Unique registration code 10108620;
"*Transaction*"	has the meaning attributed to this term in the Preamble to point O;
"*Working Day*"	means a day (other than a Saturday, Sunday or public holiday) on which banks in Romania are open for business;

Interpretation

In this Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa, words in the masculine gender include the feminine gender and vice versa;

headings and paragraphs are for organizational purposes only and are not to be used to interpret this Agreement;

(c) references to preamble, recitals, sections, clauses, subclauses, paragraphs and Appendixes refer to the preamble, recitals, sections, clauses, subclauses, paragraphs and Appendixes of this Agreement;

(d) any reference to "written" or "in writing" includes any non-transitory form of visible reproduction of words and does not include, for the avoidance of doubt, e-mail;

(e) the preamble, recitals and Appendixes to this Agreement form an integral part thereof;

(f) this Agreement shall be construed as if it had been jointly drafted by the Parties and there shall be no presumption or burden of proof favouring or disfavouring either Party by virtue of the authorship of any provision of this Agreement;

(g) Time limits: whenever a time limit is fixed by this Agreement, it shall be calculated as follows: (i) time limits fixed by days or weeks do not include the day on which they begin but include the day on which they end, (ii) time limits fixed by months shall end on the corresponding day of the last month of the term, if any, or on the immediately following day, and (iii) time limits fixed by years shall end on the corresponding date of the last year of the term, if any, or on the immediately following day, as the case may be;

(h) any deadline which falls on a day which is not a Working Day shall be postponed to the next Working Day;

(i) reference in this document to a statute or law shall be deemed to include all rules and regulations made thereunder or thereunder;

(j) References to a law or statutory provision include that law or provision as amended, republished or consolidated from time to time before or after the date of this Agreement;

(k) references to a finally settled dispute or to a final court decision shall be construed as referring to a dispute which has been settled by a final court decision or a final court judgment in accordance with Article 634 of the Romanian Code of Civil Procedure or to a court decision or a court judgment, as the case may be, which is final in accordance with Article 634 of the Romanian Code of Civil Procedure or to a final and binding judgment issued by an arbitral tribunal

(l) the words "other", "includes" and "including" do not imply in any way a limitation; and

(m) a reference to the ordinary course of business shall be deemed to be a reference to any matter, event or circumstance involving the Company, provided that such matter, event or circumstance is reasonably foreseeable in the light of the Company's past practice and/or is referred to or results (directly or indirectly) from the Company's business plan.

Appendix 4 Know-your-Customer Form (natural person)

Dear Madame/ Dear Sir,

Taking into account the regulations in the field of international sanctions/prevention of money laundering and terrorist financing, we have the obligation to carry out certain checks in each particular case, regardless of whether or not there are suspicions about such activities.

Therefore, please complete this form and confirm the correctness of the information by your signature. In case of any questions regarding the form, we are at your disposal.

In case of changes occurring after its completion (e.g. name, identity document, address, etc.), you have the obligation to inform us about this and to fill in a new Knowledge Sheet within 30 days from the date of the change.

GENERAL INFORMATION ON THE CUSTOMER – NATURAL PERSON

- Name and surname: _____
- Nickname: _____
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Place of birth: _____
- Identity document: _____ series _____ number _____
- Issued on _____ by: _____
- Nationality: _____
- Citizenship: _____
- Tel/fax: _____
- Email: _____
- Occupation: _____
- Name of Employer / Nature of Own Business:_____
- Usual domicile _____
- Residence _____
- Beneficial owner (fill in the Appendix regarding the beneficial owner)
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____
- Purpose and nature of the business relationship with INFINITY CAPITAL INVESTMENTS S.A.:

_____
_____
__

- Source of funds to be used in the course of the business relationship: _____

To be attached in copy:

- the identity document of the natural person;
- other documents additionally requested to justify the transaction, if applicable:_____

Knowing the provisions of the Criminal Code regarding false statements, by completing this form I confirm that the above information is accurate, true and complete and that I am fully liable in respect thereof to any competent authority.

I confirm that the Information Note on the processing of personal data has been communicated to me.

Name and surname:

Date:

Signature

INFORMATION NOTE ON THE PROCESSING OF PERSONAL DATA IN THE KNOW-YOUR-CUSTOMER PROCESS

The personal data of customers/beneficial owners / shareholders/proxies / any other persons involved in the opening/conduct of the business relationship are processed only for the purpose of preventing and combating money laundering and terrorist financing and are kept in the database of INFINITY CAPITAL INVESTMENTS S.A. and updated according to the changes made, in compliance with the specific legislation on the protection of personal data.

INFINITY CAPITAL INVESTMENTS S.A. draws up and keeps, in electronic format and/or on paper, as the case may be, commercial correspondences, records of the persons with whom it enters into business relations, including copies of the identification documents and of the other documents requested from them, the measures taken to verify the reality of the information, the analyses and evaluation related to the identification of each person with whom it enters into business relations.

All documents regarding know-your-customer measures (customer identification documents, queries in computer applications, internal or from public sources, records, re-evaluations and internal reports, correspondences, supporting documents, transaction records, etc.) will be kept and archived for the period provided by law.

Personal data collected and processed in the know-your-customer process by INFINITY CAPITAL INVESTMENTS S.A. shall be made only in compliance with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Law

190/2018 on implementing measures for Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

More information about the processing of personal data by INFINITY CAPITAL INVESTMENTS S.A. can be found on our website https://infinitycapital.ro/en/protectia-datelor-cu-caracter-personal/

Declaration of a natural person on their public exposed person status

Appendix 5 STATEMENT on Public Exposed Person status

In order to observe the provisions of Regulation for application of Law 129/2019 on preventing and sanctioning the money laundering the financial institutions have to establish the public exposed person status of their customers, natural persons.

STATEMENT on Public Exposed Person status

I, the undersigned, _____, permanent address in
_____, No. _____, _____ Str., bl. ___, entrance ____, _____ floor,
apt. ____, _____ county/district _____, holder of _____, series/no.
_____, issued by _____ on _____, personal number _____, hereby state1 under my own responsibility, under the sanctions stipulated by law:

1. The undersigned is or have been in charge with such important public duties within one year of issuing this statement:
- Head of State, Head of Government, Member of Parliament, Member of the Government, Secretary of State, Member of the governing bodies of political parties, Member of the Constitutional Court, Member of the Supreme Court or other court whose decisions may be challenged only by extraordinary means of appeal, Member of the governing bodies of the Court of Auditors or other similar body, Member of the Board of Directors of a central bank, Ambassador, Chargé d'Affaires, Senior Officer in the armed forces;
- member of the board of directors or the supervisory board, person holding a managerial position in an autonomous public corporation, in a majority state-owned company or in a national company;
- director, deputy director, member of the board of directors or member of the governing bodies of an international organisation.

2. The undersigned is an immediate family member of one person in the categories set out in point 1.
- husband/spouse/person who is in a cohabiting relationship,
- children or husband/spouse/person who is in a cohabiting relationship of their child,
-parents
3. The undersigned:
- I have a close business relationship with a person in the categories in point 1;
- Have or have significant influence over a legal person, entity or legal arrangement established for the benefit of one of the persons referred to in point 1.

4. The undersigned is none of the categories set out in paragraphs 1-3.

Client's name _____

Signature:_____

Date: _____

If the customer falls into the PEP category, the entry in business relationships is made with the approval of the SB/FT Compliance Officer for individuals

who hold local positions, and for persons with positions at the national level or non-residents, with the approval of the Board of Directors.

If the customer is a politically exposed person, the business relationship may be established following the AML officer's advice for head of local authorities and following the Board Directors's approval for heads of national authorities or foreign citizens.

Appendix 6 STATEMENT regarding the identity of the beneficial owner

I, the undersigned customer, ..., declare on my own responsibility, under the sanction of the law:

- that the undersigned is the beneficial owner of the operation/transaction;
- that the beneficial owner (s) is/are:

1)

- Name and surname: _____
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Nationality: _____
- Citizenship: _____
- Nature of relationship: _____
- Nature of work carried out:_____
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____
- Family member of a publicly exposed person:

☐ YES ☐ NO

- Close associate of a publicly exposed person:

☐ YES ☐ NO

2)

- Name and surname: _____
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Nationality: _____
- Citizenship: _____
- Nature of relationship: _____
- Nature of work carried out:_____
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____
- Family member of a publicly exposed person:

☐ YES ☐ NO

- Close associate of a publicly exposed person:

☐ YES ☐ NO

3)

- Name and surname: _____
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Nationality: _____
- Citizenship: _____
- Nature of relationship: _____
- Nature of work carried out:_____
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____
- Family member of a publicly exposed person:

☐ YES ☐ NO

Close associate of a publicly exposed person:

☐ YES ☐ NO

- Source of funds _____

The undersigned client undertakes to notify INFINITY CAPITAL INVESTMENTS S.A. of any change regarding the stated.

Inaccurate declaration of the above-mentioned data is sanctioned according to the provisions of the Criminal Code regarding false statements.

Place and date Customer's signature

N.B.: INFINITY CAPITAL INVESTMENTS S.A. reserves the right to refuse to carry out the transactions ordered by the client/to terminate the relations with the client in case of false statements or if it has suspicions regarding the reality of those declared by the client.

* natural person/legal entity.

I confirm that the Information Note on the processing of personal data has been communicated to me.

Name and surname: _____
Date: _____

Signature

INFORMATION NOTE ON THE PROCESSING OF PERSONAL DATA IN THE KNOW-YOUR-CUSTOMER PROCESS

The personal data of customers/beneficial owners / shareholders/proxies / any other persons involved in the opening/conduct of the business relationship are processed only for the purpose of preventing and combating money laundering and terrorist financing and are kept in the database of INFINITY CAPITAL INVESTMENTS S.A. and updated according to the changes made, in compliance with the specific legislation on the protection of personal data.

INFINITY CAPITAL INVESTMENTS S.A. draws up and keeps, in electronic format and/or on paper, as the case may be, commercial correspondences, records of the persons with whom it enters into business relations, including copies of the identification documents and of the other documents requested from them, the measures taken to verify the reality of the information, the analyses and evaluation related to the identification of each person with whom it enters into business relations.

All documents regarding know-your-customer measures (customer identification documents, queries in computer applications, internal or public sources, records, revaluations and internal reports, correspondence, supporting documents, records of transactions, etc.) shall be kept and archived for the period provided for by law.

Personal data collected and processed in the know-your-customer process by INFINITY CAPITAL INVESTMENTS S.A. shall be made only in compliance with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Law 190/2018 on implementing measures for Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

More information about the processing of personal data by INFINITY CAPITAL INVESTMENTS S.A. can be found on our website https://infinitycapital.ro/protectia-datelor-cu-caracter-personal/.

Appendix 7 Know-your-Customer Form (legal entity)

Dear Madame/ Dear Sir,

Taking into account the regulations in the field of international sanctions/prevention of money laundering and terrorist financing, we have the obligation to carry out certain checks in each particular case, regardless of whether or not there are suspicions about such activities.

Therefore, please fill in this form and confirm the correctness of the information by your signature. In case of any questions regarding the form, we are at your disposal.

In case of changes occurring after its completion (e.g. name, shareholding structure, address, etc.), you have the obligation to inform us about this and to fill in a new Knowledge Sheet within 30 days from the date of the change.

GENERAL INFORMATION REGARDING THE CUSTOMER – LEGAL ENTITY

- Full trade name: _____
- Legal Form: _____
- Tax identification number and/or trade register number/European identification code (EUID) and/or equivalent information: _____ _____
- Unique registration code/its equivalent (for foreign persons): _____ _____
- Type and nature of activity carried out: _____ _____
- The credit institution through which the payment is made for the value of the activities or services provided: _____
- I.B.A.N. code through which the payment of the value of the activities or services provided is made: _____
- Full address of registered office: _____ _____

- Full address of real headquarters (if applicable): _____
_____
- Full branch address (if applicable): _____
_____
- Structure of Shareholders/Shareholders: _____
_____
_____
_____
_____
_____
_____
_____
- Tel/fax:
- Email:
- Website :
- Purpose and nature of the operations carried out with INFINITY CAPITAL INVESTMENTS S.A.: _____
_____
- Identity of the beneficial owner (* fill in and enclose the Declaration regarding the beneficial owner)
- Identity of the legal representative empowered to represent the customer vis-à-vis third parties:

- Name and surname: _____
- Nickname: _____
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Place of birth: _____
- Identity document: _____ series _____ number _____
- Issued on _____ by: _____
- Nationality: _____
- Citizenship: _____

- Tel/fax: _____
- Email: _____
- Occupation: _____
- Name of Employer/Nature of Own Business: _____

_____

- Usual domicile _____
- Residence _____
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____

To be attached in copy:

- deed of incorporation;
- the power of attorney given to the person representing the client, if he is not the legal representative;
- the Confirmation of Company Details issued by the National Trade Register Office (for companies) or similar authorities in the country of origin and equivalent documents certifying the registration of the beneficial owner.

Knowing the provisions of the Criminal Code regarding false statements, by completing this form I confirm that the above information is accurate, true and complete and that I am fully liable in respect thereof to any competent authority.

I confirm that the Information Note on the processing of personal data has been communicated to me.

Name and surname: _____

Date: _____

Signature

INFORMATION NOTE ON THE PROCESSING OF PERSONAL DATA IN THE KNOW-YOUR-CUSTOMER PROCESS

The personal data of customers/beneficial owners / shareholders/proxies / any other persons involved in the opening/conduct of the business relationship are processed only for the purpose of preventing and combating money laundering and terrorist financing and are kept in the database of INFINITY CAPITAL INVESTMENTS S.A. and updated according to the changes made, in compliance with the specific legislation on the protection of personal data.

INFINITY CAPITAL INVESTMENTS S.A. draws up and keeps, in electronic format and/or on paper, as the case may be, commercial correspondences, records of the persons with whom it enters into business relations, including copies of the identification documents and of the other documents requested from them, the measures taken to verify the reality of the information, the analyses and evaluation related to the identification of each person with whom it enters into business relations.

All documents regarding know-your-customer measures (customer identification documents, queries in computer applications, internal or from public sources, records, re-evaluations and internal reports, correspondences, supporting documents, transaction records, etc.) will be kept and archived for the period provided by law.

Personal data collected and processed in the know-your-customer process by INFINITY CAPITAL INVESTMENTS S.A. shall be made only in compliance with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Law

190/2018 on implementing measures for Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

More information about the processing of personal data by INFINITY CAPITAL INVESTMENTS S.A. can be found on our website https://infinitycapital.ro/protectia-datelor-cu-caracter-personal/.

Appendix 8 Declaration of a natural person on his public exposed person status

In order to observe the provisions of Regulation for the application of Law 129/2019 on preventing and sanctioning the money laundering the financial institutions have to establish the public exposed person status of their customers, natural persons.

STATEMENT on Public Exposed Person Status

I, the undersigned, _____, permanent address in
No. _____, _____ Str., bl. ___, entrance ____, _____ floor,
apt. ____, _____ county/district _____, holder of _____, series/no.
_____, issued by _____ on _____, personal number _____, hereby state1 under my own responsibility, under the sanctions stipulated by law:

1. The undersigned is or have been in charge with such important public duties within one year of issuing this statement:
Head of State, Head of Government, Member of Parliament, Member of the Government, Secretary of State, Member of the governing bodies of political parties, Member of the Constitutional Court, Member of the Supreme Court or other court whose decisions may be challenged only by extraordinary means of appeal, Member of the governing bodies of the Court of Auditors or other similar body, Member of the Board of Directors of a central bank, Ambassador, Chargé d'Affaires, Senior Officer in the armed forces;
- member of the board of directors or the supervisory board, person holding a managerial position in an autonomous public corporation, in a majority state-owned company or in a national company;
- director, deputy director, member of the board of directors or member of the governing bodies of an international organisation.
2. The undersigned is an immediate family member of one person in the categories set out in point 1.

- husband/spouse/person who is in a cohabiting relationship,
- children or husband/spouse/person who is in a cohabiting relationship of their child,
- parents.

3. The undersigned:
- I have a close business relationship with a person in the categories in point 1;
- Have or have significant influence over a legal person, entity or legal arrangement established for the benefit of one of the persons referred to in point 1.

4. The undersigned is none of the categories set out in paragraphs 1-3.

Client's name _____

Signature:_____

Date: _____

If the customer is a politically exposed person, the business relationship may be established following the AML officer's advice for head of local authorities and following the Board Director's approval for heads of national authorities or foreign citizens.

Appendix 9 STATEMENT regarding the identity of the beneficial owner

I, the undersigned customer*....., declare under penalty of law:

I, the undersigned customer,*....., hereby declare under my own responsibility, under penalty of law:

- that the undersigned is the beneficial owner of the operation/transaction;
- that the beneficial owner (s) is/are:

1)

- Name and surname:
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth:
- Nationality:
- Citizenship:
- Nature of relationship: _____
- Nature of work carried out:_____
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____
- Family member of a publicly exposed person:

☐ YES ☐ NO

- Close associate of a publicly exposed person:

☐ YES ☐ NO

2)

- Name and surname: _____
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Nationality: _____
- Citizenship: _____

- Nature of relationship: _____
- Nature of work carried out:_____
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____
- Family member of a publicly exposed person:

☐ YES ☐ NO

- Close associate of a publicly exposed person:

☐ YES ☐ NO

3)

- Name and surname: _____
- Personal Identification Number/its equivalent in the case of foreign persons: _____
- Date of birth: _____
- Nationality: _____
- Citizenship: _____
- Nature of relationship: _____
- Nature of work carried out:_____
- Publicly exposed person:

☐ YES ☐ NO

- In the case of the publicly exposed person, the public office held: _____
- Family member of a publicly exposed person:

☐ YES ☐ NO

- Close associate of a publicly exposed person:

☐ YES ☐ NO

- Source of funds _____

The undersigned client undertakes to notify INFINITY CAPITAL INVESTMENTS S.A. of any change regarding the stated.

Inaccurate declaration of the above-mentioned data is sanctioned according to the provisions of the Criminal Code regarding false statements.

Place and date Customer's signature

N.B.: INFINITY CAPITAL INVESTMENTS S.A. reserves the right to refuse to carry out the transactions ordered by the client/to terminate the relations with the client in case of false statements or if it has suspicions regarding the reality of those declared by the client.

* natural person/legal entity.

I confirm that the Information Note on the processing of personal data has been communicated to me.

Name and surname:
Date:

Signature

INFORMATION NOTE ON THE PROCESSING OF PERSONAL DATA IN THE KNOW-YOUR-CUSTOMER PROCESS

The personal data of customers/beneficial owners / shareholders/proxies / any other persons involved in the opening/conduct of the business relationship are processed only for the purpose of preventing and combating money laundering and terrorist financing and are kept in the database of INFINITY CAPITAL INVESTMENTS S.A. and updated according to the changes made, in compliance with the specific legislation on the protection of personal data.

INFINITY CAPITAL INVESTMENTS S.A. draws up and keeps, in electronic format and/or on paper, as the case may be, commercial correspondences, records of the persons with whom it enters into business relations, including copies of the identification documents and of the other documents requested from them, the measures taken to verify the reality of the information, the analyses and evaluation related to the identification of each person with whom it enters into business relations.

All documents regarding know-your-customer measures (customer identification documents, queries in computer applications, internal or from public sources, records, re-evaluations and internal reports, correspondences, supporting documents, transaction records, etc.) will be kept and archived for the period provided by law.

Personal data collected and processed in the know-your-customer process by INFINITY CAPITAL INVESTMENTS S.A. shall be made only in compliance with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Law 190/2018 on implementing measures for Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

More information about the processing of personal data by INFINITY CAPITAL INVESTMENTS S.A. can be found on our website https://infinitycapital.ro/protectia-datelor-cu-caracter-personal/.