

SHARE PURCHASE AGREEMENT

MARREVEŠHJE PER BLERJEN E KUOTAVE

This Share Purchase Agreement (the "Agreement") is entered into on 08.06.2020 by and between:

1. **Hisense Europe Holding GmbH**, a limited liability company organized under the laws of Austria, having its registered office at Wienerbergstraße 11, Turm B, 13. Stock, 1100 Vienna, Austria, duly represented with power of attorney no. SV 197/20 dated 06.05.2020 issued before Marko Salmic, in the quality of Public Notary in Velenje, Slovenia, by Att. Xhet Hushi, born on 04.06.1984 in Elbasan, resident in Tirana, Albania, holder of ID with personal no. I60604071R and of the Attorney's Licence no. 5807 ("HEH" or "Purchaser");

and

2. **Gorenje Nederland B.V.**, a private limited liability company, established and existing under the laws of Netherlands, registered in the Commercial Register under registration number 09189729, with its registered seat in: Impact 83, 6921 RZ, Duiven, Netherlands, duly represented with power of attorney no. SV 196/20 dated 04.05.2020, issued before Marko Salmic, in the quality of Public Notary in Velenje, Slovenia, by Att. Kristaq Profkola, born on 26.12.1980 in Tirana, resident in Tirana, Albania and holder of ID Card with personal no. I01226121N and of the Attorney's Licence no. 3487 ("GNED" or "Seller").

Purchaser and the Seller are hereinafter referred to as the "*Parties*" and each of them as a "*Party*".

Kjo Marreveshje per Blerjen e Kuotave ("Marreveshja") eshte lidhur sot me date 08.06.2020 nga dhe ndermjet:

1. **Hisense Europe Holding GmbH**, nje shoqeri me perjegjesi te kufizuar e organizuar ne perputhje me ligjet e Austrise, me seli te regjistruar ne adresen: Wienerbergstraße 11, Turm B, 13. Stock, 1100, Viene, Austri, e perfaqesuar ne menyre te rregullt me prokure nr. SV 197/20 date 06.05.2020, te leshuar nga Marko Salmic, ne cilesine e Noterit Publik ne Velenje, Slloveni, nga Av. Xhet Hushi, lindur me 04.06.1986 ne Elbasan, banues ne Tirane, Shqiperi, mbajtës i Kartes se Identitetit me numër personal I60604071R dhe te Licenses se Avokatit me Nr. 5807 ("HEH" ose "Bleresi");

dhe

2. **Gorenje Nederland B.V.**, nje shoqeri private me perjegjesi te kufizuar, e krijuar dhe ekzistuese sipas legjislacionit Hollandez, regjistruar ne Regjistrin Tregtar me numer regjistrimi 09189729, me seli te regjistruar ne adresën: Impact 83, 6921 RZ, Duiven, Netherlands, e perfaqesuar rregullisht me prokure nr. SV 196/20 date 04.05.2020, te leshuar nga Marko Salmic, ne cilesine e Noterit Publik ne Velenje, Slloveni, nga Av. Kristaq Profkola, lindur me 26.12.1980 ne Tirane, banues ne Tirane, Shqiperi, mbajtës i kartes se identitetit me numer personal I01226121N dhe te Licenses se Avokatit me Nr. 3487 ("GNED" ose "Shitesi").

Bleresi dhe Shitesi qe ketej e tutje do te referohen se bashku si "*Palet*" dhe secili prej tyre si "*Pala*".



WHEREAS:

(A) "Gorenje Albania" SHPK, a limited liability company, validly established and existing under the laws of Albania, registered in the Albanian Commercial Register under NUIS: L02115011Q, with its registered seat at the address: Autostrada Durres-Tirane, Km 5, Ura e Fillakes, 150 m, Rruga Nacionale, Xhafzotaj, Durres, Albania, with a share capital of ALL 100,000 divided into 100 shares, (hereinafter referred to as the "Company").

(B) The Seller holds 100% of the shares in the Company representing the entire share capital and of voting rights in the Company.

(C) The Purchaser desires to purchase from the Seller, and the Seller desire to sell to the Purchaser, all the 100 shares issued by the company, free of encumbrances and liens, representing 100 % of the share capital of the Company (hereinafter referred to as the "Shares").

(D) The Parties have decided to enter into this Agreement in order to set forth the terms and conditions of their respective commitments to sell and purchase the Shares (the "Transaction").

IT IS AGREED AS FOLLOWS:

1. Purchase and Sale of the Shares

1.1 In accordance with this Agreement, on the date hereof (the "Closing"), Sellers shall sell with full ownership to the Purchaser, and the Purchaser shall purchase from the Seller the Shares, free and clear of any and all encumbrances.

1.2 The Purchase Price shall be paid in accordance with the Transfer Deed dated _____.2020 which is a separate agreement entered into by the Parties, and the latter have mutually decided to not include it as an attachment to this Agreement. The Purchase

DUKE QENE SE:

(A) "Gorenje Albania" SHPK, nje shoqeri me perjegjesi te kufizuar, e themeluar ne menyre te rregullt dhe ekzistuese ne perputhje me ligjin shqiptar, e rregistruar ne Regjistrin Tregtar Shqiptar me NUIS: L02115011Q, me seli ne adresen: Autostrada Durres-Tirane, Km 5, Ura e Fillakes, 150 m, Rruga Nacionale, Xhafzotaj, Durres, Shqiperi, me një kapital te regjistruar prej ALL 100.000 të ndarë në 100 Kuota, (referuar me poshtë si "Shoqeria").

(B) Shitësi zoteron 100% të kuotave në Shoqëri qe përfaqësojne te gjithe kapitalin e regjistruar dhe të drejtat e votës në Shoqëri.

(C) Blerësi dëshiron të blejë nga Shitësi, dhe Shitësi dëshiron t'i shese Blerësit, të gjitha 100 kuotat e emetuara nga Shoqeria, te pangarkuara me ndonje barre apo peng, që përfaqësojnë 100% të kapitalit të regjistruar të Shoqërisë (referuar me poshtë si "Kuotat").

(D) Palët kanë vendosur të hyjnë në këtë Marreveshje me qëllim percaktimin e termave dhe kushteve të angazhimeve të tyre përkatëse për të shitur dhe për të blerë Kuotat ("Transaksi").

ESHTE RENE DAKORD PER SA MA POSHTË:

1. Blerja dhe Shitia e Kuotave

1.1 Ne perputhje me kete Marreveshje, ne daten e nenshkrimit saj ("Mbyllja"), Shitësi do t'i shese Blerësit me pronësi të plotë, dhe Blerësi do të blejë nga Shitësi Kuotat, të çliruara dhe të parenduara nga ndonje dhe nga të gjitha barret.

1.2 Cmimi i Blerjes do te paguhet ne perputhje me Aktin e Transferimit te dates _____.2020, i cili eshte nje marreveshje e ndryshme e nenshkruar nga Palet, dhe keto te fundit kane vendosur bashkerisht qe te mos t'ia bashkelidhin kesaj Marreveshje. Cmimi i

Price is not a condition for the transfer of ownership of the Shares and the registration of this Agreement with the Commercial Register.

1.3 The ownership title to the Shares shall be transferred to the Purchaser on Closing and the Shares shall be sold and purchased together with all rights and benefits attached or accruing to them at Closing (including the right to receive all dividends, distributions or any return of capital declared, paid or made by the Company on or after Closing).

1.4 The Seller hereby authorises the Purchaser to carry out all acts he considers necessary or suitable for the registration of this Agreement, i.e. the transfer of ownership of the Shares to the Purchaser, with the Commercial Register held by the National Business Centre of the Republic of Albania.

1.5 The Seller undertakes to pay all the Taxes in relation to this Transaction and also act in compliance with Article 27/1 of Law of the Republic of Albania No. 8438 dated 28.12.1998 "On Income Tax" and hold the Purchaser harmless of any claims in relation to any Tax.

2. Representations and Warranties

2.1. The Seller represents and warrants to and for the benefit of Purchaser that on Closing, the statements in this Section 2.1 are true and correct:

(a) Seller and its representatives have full power and authority to execute this Agreement and to perform the obligations hereunder and to consummate the Transaction, including to own, hold, sell and transfer the Shares. Seller is not subject to a bankruptcy or other insolvency proceeding, and no action or proceeding for liquidation is pending, and no corporate action has been taken in contemplation of such action or proceeding.

Blerjes nuk eshte kusht per kalimin e pronesise se Kuotave dhe per regjistrimin e kesaj Marreveshje ne Regjistrin Tregtar.

1.3 Titulli i pronesise se Kuotave do ti transferohet Bleresit ne Mbyllje dhe Kuotat do te shiten dhe do te blihen se bashku me te gjitha te drejtat dhe perfimet qe i bashkelidhen Kuotave ose qe rjedhin nga to ne Mbyllje (duke perfshire te drejtene per marrjen e te gjithe dividenteve, shperndarjeve apo cdo kthimi te kapitalit/investimit te regjistruar, te paguar ose te kryer ne Shoqeri ne ose pas Mbylljes).

1.4 Shitesi autorizon Bleresin qe te kryej te gjithe veprimet qe i konsideron te nevojshme apo te pershatashme per regjistrimin e kesaj Marreveshje, pra, kalimin e pronesise se Kuotave tek Shitesi, ne Regjistrin Tregtar i cili mbahet nga Qendra Kombetare e Biznesit te Republikes se Shqiperise.

1.5 Shitesi merr persiper qe te paguajne te gjitha Taksat lidhur me kete Transaksion si dhe te veproje ne perputhje me Nenin 27/1 te Ligjit te Republikes se Shqiperise Nr. 8438 date 28.12.1998 "Per tatimin mbi te ardhurat" dhe te demshperbleje Bleresin nga cdo ankesa ne lidhje me mospagesen e ndonje Takse.

2. Perfaqesimet dhe Garancite

2.1. Shitesi perfaqeson dhe garanton per dhe ne perfitim te Bleresit qe ne daten e Mbylljes, deklarimet e ketij Seksioni 2.1 jane te verteta dhe te saktat:

(a) Shitesi dhe perfaqesuesit e tij kane fuqine dhe autoritetin e plete per te ekzekutuar kete Marreveshje dhe per te kryer detyrimet e kesaj Marreveshje si dhe per te perfunduar Transaksionin, duke perfshire zoterimin, mbajtjen, shitjen dhe transferimin e Kuotave. Shitesi nuk eshte subjekt i ndonje falimentimi ose procedure tjeter te paaftejse paguese, dhe nuk ka asnje veprim ose procedure likujdimi qe ka mbetur e hapur, dhe nuk eshte marre asnje veprim tregtar qe do te conte ne



(b) The execution and delivery by Seller of the Agreement and the performance of the respective obligations under the Agreement do not and will not violate any applicable laws, regulations, judgments, injunctions or orders binding on Seller, and there is no action, lawsuit, investigation proceeding pending against or, to the knowledge of Seller, threatened against Seller before any court, arbitration tribunal or governmental authority which in any manner challenges or seeks to prevent, alter or delay the Transaction.

(c) This Agreement constitutes valid, binding and enforceable obligations of Seller in accordance with its terms.

(d) The Shares have been validly issued, are fully paid in and have not been repaid. Seller has the full und unrestricted legal and beneficial ownership of the Share and to all the rights afforded thereby, free of any encumbrance. Delivery to the Purchaser of the Shares shall convey to the Purchaser good and marketable title to the Share free of any encumbrance. Seller has the unrestricted right to dispose of the Share without thereby infringing any third-party rights granted by the applicable laws and the Statute of the Company, and no additional steps or proceedings are required for a valid transfer of title to the Shares. Seller is solely and without limitation entitled to the rights connected with the Shares, in particular the voting right and the right to receive profit, and these rights, together with pertaining obligations and liabilities will transfer to Purchaser together with the Shares. The Shares convey voting rights of 100% of the Company's voting capital.

(e) There is no agreement, arrangement or obligation to create or give an encumbrance, in relation to any of the Shares. No person has claimed to be entitled to an encumbrance in relation to any Share.

(f) Other than this Agreement, there is no agreement, arrangement or obligation requiring the creation, allotment, issue, transfer, redemption or repayment of,

kete veprim ose procedure.

(b) Ekzekutimi dhe dorezimi nga Shitesi i Marreveshjes dhe kryerja e detyrimeve perkatese te Marreveshjes nuk eshte dhe nuk do te jete ne shkelje te ndonje prej ligjeve te aplikueshme, rregulloreve, vendimeve, udhezimeve ose urdherave te detyrueshme per Shitesin, dhe nuk ka asnje veprim, padi, hetim, procedim te hapur kunder Shitesit, ose qe mund te coje Shitesin perpara ndonje gjykate, tribunal i arbitrazhi ose autoriteti shteteror, ne dijenin e Shitesit, i cili ne ndonje menyre kundershton ose mund te pengoje, ndryshoje ose vonoje Transaksionin.

(c) Kjo Marreveshje perben detyrim te vlefshem, te detyrueshem dhe te zbatueshem per Shitesin ne perputhje me kushtet e saj.

(d) Kuotat jane emetuar ne menyre te rregullit, jane paguar plotesisht dhe nuk jane ripaguar. Shitesi zoteron dhe gezon titullin e plete dhe te pakufizuar ligjerisht te Kuotave dhe te gjithe te drejtave qe zoterojne keto Kuota, te lira e te pangarkuara me ndonje barre. Me ane te dorezimit te Kuotave tek Bleresi, Bleresi do te perfitoje nje titull te ligjshem dhe lirisht te tregtueshem mbi Kuotat te lira nga cdo barre. Shitesi ka te drejten e pakufizuar per te shitur Kuotat duke mos cenuar ndonje te drejte te paleve te treta, te parashikuara nga ligjet e zbatueshme dhe Statuti i Shoqerise si dhe nuk kerkohet asnje veprim ose procedure tjeter e nevojshme per nje transferim te vlefshme te titullit te ketyre Kuotave. Shitesi zoteron i vetem dhe pa kufizim te drejtat e lidhura me Kuotat, ne vecanti te drejten e votes dhe te drejten per te marre fitim dhe keto te drejta se bashku me detyrimet dhe perjegjesite qe zoterojne do te transferohen tek Bleresi se bashku me Kuotat. Kuotat ofrojne 100% te te drejtave te votes ne Shoqeri.

(e) Nuk ka asnje marreveshje, anagazhim apo detyrim, i cili mund te krijoje ose te vendose ndonje barre ne lidhje me ndonje Kuote. Asnje person nuk pretendon ndonje barre ne lidhje me ndonje Kuote.

(f) Pervec kesaj Marreveshje, nuk ka asnje marreveshje, angazhim apo detyrim tjeter qe parashikon krijimin, caktimin, leshimin, transferimin, riblerjen ose ripagimin

or the grant to a person of the right (conditional or not) to require the allotment, issue, transfer, redemption or repayment of the Share.

(g) The Seller hereby warrants and represent to the Purchaser in the terms of the warranties and acknowledge and accepts that the Purchaser is entering into this Agreement in reliance upon each of the warranties.

2.2 Purchaser represents and warrants to the Seller that on this date and on Closing, the statements in this Section 2.2 are true and correct:

(a) Purchaser and its representatives have full power and authority to execute this Agreement and to perform the obligations hereunder and to consummate the Transaction, including to purchase and acquire the Share. Purchaser is not subject to a bankruptcy or other insolvency proceeding, and no action or proceeding for liquidation is pending, and no corporate action has been taken in contemplation of such action or proceeding.

(b) The execution and delivery by Purchaser of the Agreement and the performance of the respective obligations under the Agreement do not and will not: violate any applicable laws, regulations, judgments, injunctions or orders binding on Purchaser, and there is no action, lawsuit, investigation proceeding pending against or, to the knowledge of each Party, threatened against any Party before any court, arbitration tribunal or governmental authority which in any manner challenges or seeks to prevent, alter or delay the Transaction.

2.3 This Agreement constitutes valid, binding and enforceable obligations of the Parties in accordance with its terms.

3. Remedies

In the event of any breach or non-fulfilment by any party of this Agreement or if any of

ose dhenien e se drejtes nje personi (te kushtezuar ose jo) qe te kerkonte caktimin, leshimin, transferimin, riblerjen ose ripagimin e Kuotave.

(g) Shitesi me ane te kesaj Marreveshje garanton dhe perfaqeson kundrejt Bleresit sipas kushteve te garancise dhe njeh dhe pranon qe Bleresi po e lidh kete Marreveshje duke marre ne konsiderate secilen nga keto garanci te dhena.

2.2. Bleresi perfaqeson dhe garanton kundrejt Shitesit qe ne daten e nenshkrimit te kesaj Marreveshje dhe ne daten e Mbylljes, deklaratat ne Seksionin 2.2 jane te verteta dhe korrekte:

(a) Bleresi dhe perfaqesuesit e tij kane fuqi dhe autoritet te plete te ekzekutojne kete Marreveshje dhe te permbushin detyrimet sipas kesaj Marreveshje dhe te permbushin Transaksionin, perfshire blerjen dhe perfitim e Kuotave. Bleresi nuk eshte subjekt i procedurave te falimentimit apo procedurave te tjera te likuidimit, nuk ka asnje veprim apo procedure pezull dhe nuk eshte ndermarre asnje veprim tregtar ne lidhje me kete veprim apo procedure.

(b) Ekzekutimi dhe dergimi i Marreveshjes nga ana e Bleresit dhe permbushja e detyrimeve respektive te Marreveshjes nuk ka dhe nuk do te: shkele ndonje ligj te zbatueshem, rregullore, vendim, urdher ose mase sigurie te detyrueshme per Bleresin dhe nuk ka asnje veprim, padi, procedure investigimi pezull kundrejt ose sipas njofurive te seciles Pale qe kercenon ndonje Pale ne ndonje gjykate, gjykate arbitrazhi ose autoritet qeveritar, e cila ne ndonje menyre konteston ose ka per qellim te pengoje, modifikoje ose vonoje Transaksionin.

2.3 Kjo Marreveshje perben nje detyrim te vlefshem, te detyrueshem dhe te zbatueshem per Palet ne perputhje me kushtet e saj.

3. Mjetet Juridike

Ne rast te ndonje shkelje apo mospermbushje nga ndonje pale e kesaj

the respective representations or warranties is otherwise untrue, inaccurate or misleading, and/or if any party does not fulfil any undertaking, covenant or agreement, the non-breaching party is entitled to, at its choice (which shall, for the avoidance of doubt, be discretionary and not limited by any statutory obligation to mitigate damages), and in addition to any statutory remedies it may have, be compensated, indemnified and held harmless by the breaching party by an amount equal to the damages and losses incurred by the non-breaching party.

Marreveshjeje ose ne qofte se ndonje prej perfaqesimeve apo garancive perkatese eshte e pavertete, e pasakte ose e gabuar dhe/ose ne qofte se ndonje Pale nuk permbush ndonje angazhim, premtim ose marreveshje, pala qe nuk ka kryer shkeljen ka te drejte qe me zgjedhjen e saj (e cila, per shmangien e cdo dyshimi, duhet te jete e pakushtezuar dhe e pakufizuar nga ndonje detyrim statutor per te lethesuar demet), dhe pervec mjeteve juridike ligjore, te kompensohet, demshperblehet dhe mbahet e pademtuar nga pala qe ka kryer shkeljen me nje shume te barabarte me demet dhe humbjet te shkaktuara pales qe nuk ka kryer shkeljen.

4. Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with the laws of Albania. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by arbitration in Vienna, Austria following the International Chamber of Commerce ("ICC") rules, which are incorporated by reference into this Section. The tribunal shall be constituted of three arbitrators appointed in accordance with the ICC. The language of the arbitration will be English. Process in any such arbitration proceeding may be served on any party anywhere in the world. Nothing herein shall prevent Seller or Purchaser from seeking injunctive relief from an appropriate court of law, in aid of arbitration, in those circumstances where such relief is warranted to prevent irreparable injury pending the initiation or completion of an arbitral proceeding.

4. Ligji dhe Juridiksioni

Kjo Marreveshje do te jete subjekt dhe interpretohet ne perputhje me ligjet e Shqiperise. Çdo mosmarreveshje, kundershtim apo pretendim qe lind nga ose ne lidhje me kete Marreveshje, duke perfshire çdo pretendim ne lidhje me ekzistencen e saj, vlefshmerine ose perfundimin, do te zgjidhet nga arbitrazhi ne Vjene, Austri duke zbatuar rregullat e Dhomes Nderkombetare te Tregtise ("ICC") te cilat jane inkorporuar me reference ne kete nen. Gjykata do te perbehet nga tre arbiter te emeruar ne perputhje me ICC. Gjuha e procesit te arbitrazhit do te jete anglishtja. Procesi per nje procedure arbitrazhi mund te realizohet per cdonjeren nga palet kudo ne bote. Asgje dispozite e parashikuar ne kete marreveshje nuk do te parandaloje Shitesin ose Bleresin nga e drejta per te kerkuar nje mase sigurie nga nje gjykate e duhur e ligjit, ne ndihme te arbitrazhit, ne ato rrethana kur nje mase e tille sigurie garanton parandalimin e demtimit te pariparueshem ne pritje te fillimit apo perfundimit te nje procedure arbitrazhit.

5. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed

5. Homologet

Kjo Marreveshje do te ekzekutohet ne nje ose shume homologe, ku secila do te konsiderohet si kopje orgjinale dhe kur te gjitha sebashku do te konsiderohen si nje dhe i njejt dokumenti.

to constitute one and the same.

PARTIES / PALET

Hisense Europe Holding GmbH

Name / Emri: Xhet Hushi

Signature / Firma: Xhet Hushi Hisense

Acting as / Perfaquesues: Representative with power of attorney / Perfaquesuese me prokure

Gorenje Nederland B.V.

Name / Emri: Kristaq Profkola

Signature / Firma: Kristaq Profkola

Acting as / Perfaquesues: Representative with power of attorney / Perfaquesuese me prokure

