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**SHARES REDEMPTION AGREEMENT**

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**BETWEEN**

**World Leader Limited**

**as Shareholder**

**AND**

**FEMTO SARL**

**as the Company**

## SHARES REDEMPTION AGREEMENT

This shares redemption agreement (the "**Agreement**") is entered into on 1<sup>st</sup> August 2025 (the "**Effective Date**") between:

- (1) **World Leader Limited**, a limited liability company, incorporated under the laws of Hong Kong, having its registered office at 1<sup>st</sup> Floor, Golden Dragon Industrial Centre, 152-160 Tai Lin Pai Road, Kwai Chung, N.T Hong Kong, registered with the Companies' Register of Hong Kong under number 900267 (the "**World Leader**" or "**Shareholder**");
- (2) **FEMTO SARL**, a private limited liability company (*société à responsabilité limitée*) existing under the laws of Luxembourg having its registered office at 15, rue Bender, L-1229 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 270.139 (the "**Company**");

The Company and the Shareholder are hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**".

### WHEREAS

- a) The Shareholder is the holder of all the 500,000 class C shares in the Company with each share having a nominal value of having each a nominal value of ten cents of Euros (EUR 0.10) (the "**Class C Shares**").
- b) The Company intends to redeem all the Class C Shares (the "**Redeemed Shares**") for the Redemption Price as defined below (the "**Share Redemption**").

### IT IS AGREED AS FOLLOWS:

#### 1. In this Agreement:

"**Company Law**" means the Luxembourg law of 10 August 1915 on commercial companies (as amended);

"**EGM**" means the extraordinary general meeting of the shareholders of the Company to be held on or around 1<sup>st</sup> August 2025 resolving upon the Share Redemption;

"**Encumbrance**" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, usufruct, other encumbrance or security interest of any kind, or another type of preferential arrangement having similar effect;

"**Interim Accounts**" shall mean the pro forma interim accounts of the Company dated on or around the date of this Agreement;

**"Listco"** shall mean Leeport (Holdings) Limited, a company incorporated under the laws of Bermuda with limited liability, the issued shares of which are listed on The Stock Exchange of Hong Kong Limited, and is the holding company of the Shareholder as at the date of this Agreement;

**"Listing Rules"** shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

**"Redeemed Shares"** means the 500,000 Class C Shares;

**"Redemption Date"** means the date of the EGM, which is expected to take place on or around 1<sup>st</sup> August 2025, and being the date on which the Share Redemption is completed;

**"Redemption Price"** means an amount of EUR 7,500,000.

**"Shareholder's Bank Account"** shall mean the bank account having the following details:

- Account bank name HANG SENG BANK LIMITED
- Account number (IBAN and BIC) 752-037879-883
- SWIFT HASEHKHH.

The headings in this Agreement do not affect its interpretation.

## **2. REDEMPTION**

With effect as of the Redemption Date, the Company shall redeem the Redeemed Shares from the Shareholder in exchange for the Redemption Price, and the Shareholder hereby agree thereto.

- 2.1. The Redemption Price for the Redeemed Shares will be for an aggregate amount of EUR 7,500,000, which shall be payable by the Company in full and in cash to the Shareholder in immediate available funds to the Shareholder's Bank Account on the Redemption Date.
- 2.2. The Parties hereby acknowledge that, on the basis of the Interim Accounts, the board of managers of the Company has determined that the Company will have sufficient funds available to pay the Redemption Price in full to the Shareholder without the risk of compromising the solvency of the Company.
- 2.3. The Company undertakes to record the Share Redemption in the shareholders' register of the Company.

## **3. CONDITION PRECEDENT**

Completion of the Share Redemption is conditional upon:

- (i) the written approval of the shareholders of the Listco (the **"Listco Shareholders' Resolution"**), who together hold more than 50% of the



voting rights at a general meeting of the Listco, being obtained by the Listco in respect of the Share Redemption pursuant to Rule 14.44 of the Listing Rules. World Leader will provide a copy of such Listco Shareholders' Resolution to Femto upon signing of this Agreement; and  
(ii) the holding of the EGM.

#### **4. WARRANTIES**

4.1. The Shareholder warrant to the Company that:

- 4.1.1. the Shareholder has the right, power and authority, and has taken all action necessary, to execute, deliver and exercise its rights, and perform its obligations, under this Agreement;
- 4.1.2. the Shareholder is the owner of the Redeemed Shares;
- 4.1.3. the Redeemed Shares are fully paid or credited as fully paid;
- 4.1.4. there is no Encumbrance, and there is no agreement, arrangement or obligation to create or give an Encumbrance, in relation to any of the Redeemed Shares held by the Shareholder;
- 4.1.5. other than this Agreement, there is no agreement, arrangement or obligation requiring the creation, issue or transfer of a share in the capital of the Company or any necessary consents have been obtained.

4.2. The Company warrants to the Shareholder that it has the right, power and authority, and has taken all action necessary, to execute, deliver and exercise its rights, and perform its obligations, under this Agreement.

#### **5. ANNOUNCEMENT**

The Shareholder may disclose information obtained in connection with or pursuant to this Agreement, which would otherwise be confidential, if and to the extent disclosure is made to the Listco and its directors, officers, partners, employees, members or professional advisers, for the purpose of preparing and publishing any announcement, circular or communication concerning this Agreement and the transactions contemplated hereunder in accordance with the applicable laws or rules of any stock exchange or any governmental, regulatory, administrative or supervisory body or court of competent jurisdiction (including but not limited to the Listing Rules), to which the Listco is subject.

#### **6. GENERAL**

6.1. This Agreement is governed by Luxembourg law.

- 6.2. The courts of the City of Luxembourg, Grand Duchy of Luxembourg have exclusive jurisdiction to settle any dispute arising from or in connection with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity.
- 6.3. This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.
- 6.4. This Agreement constitutes the entire agreement between the parties in relation to its subject matter.
- 6.5. A variation of this Agreement is valid only if it is in writing and signed on behalf of each party.

**IN WITNESS WHEREOF** the Parties hereto or their duly authorised representatives have executed this Agreement in two (2) originals on the day and year mentioned below, one (1) for each Party, each of them acknowledging to have received one original.

**World Leader Limited**

Represented by:



Name: **Joseph Lee Sou Leung**

Title: **Director**

**FEMTO SARL**

Represented by:

Name: **Nicolas Dumont**

Title: **A Director**

Name: **Johannes de Zwart**

Title: **B Director**

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