Translation from Bulgarian

ARTICLES OF ASSOCIATION

of 1TEAM OOD (Limited Liability Company)
UIC: 203035211

Today, **March 31, 2026**, in the city of Plovdiv, pursuant to Article 113 of the Commercial Act, this agreement was concluded between:

1. **"1284" EOOD**, UIC: 202619957, represented by the Manager Elenka Kirilova Georgieva, ID No. 6204194474;
2. **Elenka Kirilova Georgieva**, ID No**. 6204194474,**

hereinafter referred to as the **PARTNERS**.

The Partners have agreed as follows:

I. SUBJECT OF THE AGREEMENT

Article 1. By virtue of this agreement, a Limited Liability Company is hereby established within the meaning of the Commercial Act, which shall operate in accordance with the regulations of the Republic of Bulgaria and shall hereinafter be referred to as the **Company**.

II. NAME

Article 2. The name of the Company is: **1TEAM ООД**, which shall be transcribed in a foreign language as: **1TEAM OOD**.

III. REGISTERED OFFICE AND ADDRESS OF MANAGEMENT

Article 3. (1) The registered office of the Company is: city of Plovdiv. **(2)** The address of management of the Company is: city of Plovdiv, Iztochen District, bul.Maria Luiza 68, fl.2, office "I".

IV. SCOPE OF BUSINESS ACTIVITY

Article 4. The Company shall have the following scope of business: Sale, installation, maintenance, and any other implementation of software products; consulting in the field of marketing and business relations; sale of goods in original, processed, or reprocessed form; sale of goods of own production; commercial representation and mediation; representation and protection of intellectual property rights; commission transactions; and any other commercial activity not prohibited by law.

V. AMOUNT OF CAPITAL (STATUTORY FUND)

Article 5. (1) The capital of the Company amounts to **5 (five) EUR**, which capital has been paid in full. **(2)** The capital of the Company is formed through cash contributions. **(3)** The amount of capital may be changed in type or amount only by a unanimous decision of the General Meeting.

VI. SHARES

Article 6. (1) The capital is divided into **10 (ten) equal shares** with a nominal value of **0.50 EUR** each. **(2)** The shares in the capital of the Company are distributed among the partners as follows:

- **“1284” EOOD** – holds 9 equal shares, with a nominal value of 0.50 EUR each, totaling 4.50 EUR of the Company's capital.
- **Elenka Kirilova Georgieva** – holds 1 share, with a nominal value of 0.50 EUR, totaling 0.50 EUR of the Company's capital.

VII. TERMS

Article 7. (1) This agreement shall enter into force on the date of its signing, and the Company shall begin functioning as a limited liability company from the date of its registration in the Commercial Register. **(2)** The Company is established for an indefinite term.

VIII. GENERAL MEETING OF THE PARTNERS

Article 8. (1) The General Meeting of the Partners consists of all partners. **(2)** Each partner has as many votes as their shares in the Company's capital. **(3)** The General Meeting has the following functions:

1. Amends and supplements the Articles of Association;
2. Admits and expels partners, gives consent for the transfer of a share to a new member, with a right of preference and first option for the existing partners;
3. Approves the annual report and balance sheet, distributes profits, and decides on their payment;
4. Decides on the reduction or increase of capital;
5. Approves decisions for additional contributions;
6. Elects a Manager, terminates their mandate, determines their remuneration, and releases them from liability;
7. Decides on the acquisition or disposal of real estate and property rights over real estate;
8. Decides on opening or closing branches and representative offices, participation in or termination of participation in other legal entities;
9. Decides on transformation, reorganization, and dissolution of the Company;
10. Takes decisions on all matters related to the Company's activities that do not fall within the competence of the Manager. **(4)** All decisions of the General Meeting shall be taken unanimously. **(5)** For the validity of decisions under Para. 3, items 2, 4, 6 (first proposal), and 7, a protocol shall be drawn up and signed by all partners; respectively, the form for validity of the decisions taken is simple written form. **(6)** Partners may vote through a representative only with express written authorization, except for partners who are legal entities and their legal representatives. **(7)** Decisions are adopted by open ballot unless a regulatory act or an express decision of the General Meeting provides otherwise. **(8)** The General Meeting is convened by the Manager at least once a year. **(9)** The General Meeting is convened by the Manager with a written invitation received by each partner at least 7 (seven) days before the date of the meeting. The agenda shall be specified in the invitation. **(10)** The General Meeting may also take decisions without a meeting if all partners sign the drafted draft resolution. **(11)** All decisions are signed by the partners and recorded in protocols, then stored in the company archives. **(12)** Decisions are binding on all partners.

IX. MANAGER

Article 9. (1) The functions of the Manager are as follows:

1. Organizes, directs, and controls the Company's activities, ensures the management and preservation of its property;
2. Represents the Company;
3. Delegates rights and authorizes persons to represent and bind the Company;
4. Appoints, penalizes, and dismisses the Company's employees and signs contracts regarding the subject of the Company's activity;
5. Ensures the implementation of the General Meeting's decisions;
6. Monitors compliance with legal requirements and those arising from the Company's internal acts;
7. Bears responsibility for unlawful actions and ineffective management of the Company up to the amount of the damages caused to the Company, partners, or third parties. **(2)** The Manager reports on their activities to the General Meeting at least once every three months. **(3)** The Manager's authorization may be withdrawn at any time and their name removed from the Commercial Register. **(4)** The Manager may request to be removed from the Commercial Register with a written notice to the Company. Within one month of receiving the notice, the Company must register the release in the Commercial Register. If the Company fails to do so, the Manager may personally apply for the registration of this circumstance. **(5)** The relations between the Company and the Manager are regulated by a management contract concluded in writing.
8.

X. REPRESENTATION

Article 10. In the event of more than one registered manager, the Company shall be managed and represented before third parties by them as follows: **JOINTLY AND SEVERALLY**.

XI. RIGHTS AND OBLIGATIONS OF THE PARTNERS

Article 11. (1) The partners have the following rights:

1. To participate with a decisive vote in the General Meeting;
2. To participate in the distribution of profit;
3. To be informed about the Company's activities, including through inspections of the company books;
4. To receive a liquidation share upon dissolution of the firm;
5. To be elected as a Manager;
6. To participate in the Company with personal labor. **(2)** The partners have the following obligations:
7. To assist the Company in carrying out its activities;
8. To implement the decisions of the General Meeting;
9. To participate in the management bodies;
10. To protect the good name of the Company;
11. Not to take actions that directly or indirectly lead to damage to the Company;
12. To protect the Company's trade secrets.

XII. DISTRIBUTION OF INCOME

Article 12. (1) Profit is determined annually in accordance with the procedure established by regulations, after deduction of expenses, taxes, etc. **(2)** The Company adopts a unanimous decision on the distribution of profit. **(3)** If the financial year ends with a loss, the manner and procedure for its coverage are determined by a decision of the General Meeting.

XIII. FINANCIAL ACTIVITY

Article 13. (1) The Company is not liable for the obligations of the partners. **(2)** The Company's financial year begins on January 1 and ends on December 31, and for the first year – from the date of the Company's incorporation until December 31. **(3)** The annual financial statement is verified by one or more auditors – registered auditors, in cases provided by law. This audit is a condition for the adoption of the annual financial statements. **(4)** The auditors are elected by the General Meeting before the end of the calendar year. **(5)** The audited and adopted annual financial statement is submitted to the Commercial Register. **(6)** A partner may credit the Company following a decision of the General Meeting of the Partners.

XIV. ADMISSION OF NEW PARTNERS

Article 14. A new partner is admitted by the General Meeting upon their written application, in which they declare that they accept the terms of the Articles of Association. The decision for admission is entered into the Commercial Register.

XV. WITHDRAWAL AND EXPULSION OF A PARTNER

Article 15. (1) Termination of a partner's participation occurs in the following cases:

1. Upon dissolution of the Company with liquidation;
2. Upon expulsion;
3. Upon voluntary withdrawal. Withdrawal occurs with three months' prior notice addressed to the other partners;
4. Upon death or placement under full judicial disability. **(2)** A partner may be expelled (provided there are more than two partners) in the following cases:
5. Failure to pay or contribute their share within the provided or additionally granted period;
6. Failure to cooperate with the Company;
7. Failure to implement decisions of the General Meeting;
8. Acting against the interests of the Company.

XVI. DISSOLUTION AND LIQUIDATION

Article 16. (1) Dissolution of the Company occurs in the following cases:

1. Upon expiration of the agreed term;
2. By decision of the General Meeting, taken unanimously;
3. Upon declaration of bankruptcy;
4. In other cases provided by law. **(2)** Liquidation is carried out according to the procedure provided in the Commercial Act.

XVIII. OTHER PROVISIONS

Article 17. (1) Disputes between partners shall be settled through negotiations, and if they fail – according to the procedure provided by law. **(2)** For all cases not settled in this agreement, the provisions of Bulgarian legislation shall apply.

This Articles of Association was prepared in two identical copies.

PARTNERS:

Elenka Kirilova Georgieva – Manager of “1284” EOOD

Elenka Kirilova Georgieva

I, the undersigned Tanya Georgieva Proncheva, in my capacity of an authorized sworn translator, certify the fidelity of the translation, from Bulgarian into English, of the attached document, ***ARTICLES OF ASSOCIATION OF 1TEAM OOD /31.13.2026.*** *The translation consists of five (5) pages. Tanya Proncheva:*