

IS Iris Lux Bidco S.à r.l.

as Purchaser

AND

InPost S.A.

as Seller

in the presence of

InPost Group S.à r.l. (in formation)

as Company

SHARE SALE AND PURCHASE AGREEMENT

Stibbe

THIS SHARE SALE AND PURCHASE AGREEMENT (as amended, restated, supplemented or modified from time to time, the **Agreement**) is dated  2026 and made effective as of the Transfer Time.

BETWEEN

- 1) **IS Iris Lux Bidco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 4, rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) (**RCS**) under number B299979 (the **Purchaser**); and
- 2) **InPost S.A.**, a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 106, Route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, and registered with the RCS under number B248669 (the **Seller**);

in the presence of:

- 3) **InPost Group S.à r.l.** (in formation), a private limited liability company (*société à responsabilité limitée*), to be incorporated under the laws of the Grand Duchy of Luxembourg (the **Company**).

It is preliminarily acknowledged that:

- (A) The Purchaser made a recommended public offer (the **Offer**) to acquire all issued and outstanding shares in the share capital of the Seller pursuant to a merger agreement entered into between the Seller and the Purchaser on 9 February 2026 (the **Merger Agreement**).
- (B) Pursuant to the Merger Agreement, subject to (i) the Demerger Resolutions having been duly adopted and being in full force and effect, (ii) the Offer having been declared unconditional and the Settlement and, if applicable, the Post-Acceptance Period having taken place, and (iii) the Purchaser meeting the Acceptance Threshold but the Squeeze-Out Threshold not having been met, the Purchaser may elect to implement the Post-Closing Demerger and Liquidation. As part of the Post-Closing Demerger and Liquidation, the Seller shall effect a universal transfer, without dissolution, of all its assets and liabilities (with the exception of the Listing and Settlement Agreements) to the Company submitted to the applicable provisions of a legal demerger (transfers of assets, branch of activity transfers and all assets and liabilities transfers) in accordance with chapter IV of title X of the Law, in particular articles 1040-4 (1) and (2) of the Law, and in accordance with the provisions set forth in the demerger proposal published in the *Recueil Electronique des Sociétés et Associations* (RESA) (the **Demerger Proposal**) and the explanatory notes thereto (the **Demerger**).
- (C) The Company is a Luxembourg private limited liability company (*société à responsabilité limitée*) to be incorporated at the occasion of the Demerger and fully and directly owned by the Seller. As a result of the Demerger, the Company shall hold all assets and liabilities previously held by the Seller (with the exception of the Listing and Settlement Agreements) and the Seller shall hold solely all issued and outstanding shares in the capital of the Company (the **Shares**).
- (D) Pursuant to the Merger Agreement and subject to the Demerger Resolutions (including the approval of the Demerger Share Sale) having been duly adopted at the Demerger EGM, immediately after the Demerger becoming effective and the Company having been incorporated as a result of the Demerger, the Seller shall sell and transfer all of the Shares to the Purchaser (the **Demerger Share Sale**), and the Purchaser shall purchase and accept the transfer of the Shares from the Seller, on the terms and subject to the

conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used herein and not (otherwise) defined herein shall have the respective meanings given to such terms in Schedule A. To the extent that a capitalised term is not defined in this Agreement or in Schedule A, such term shall have the meaning ascribed to it in the Merger Agreement.

1.2 Interpretations

1.2.1. In this Agreement, unless the context otherwise requires, any reference to:

- (a) a Party or Parties is to a party or the parties to this Agreement;
- (b) a statute or statutory provision shall include any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time;
- (c) in writing or written shall include any modes of reproducing words in a legible and non-transitory form;
- (d) a document is to that document as varied, supplemented or replaced from time to time.

1.2.2. In this Agreement, the headings are for convenience only and shall not affect the interpretation or construction of this Agreement.

1.2.3. In this Agreement, general words shall not be given a restrictive interpretation by reason of them being preceded or followed by words indicating a particular class of acts, matters or things.

2. THE SALE AND PURCHASE OF THE SHARES

2.1 Subject to the terms and conditions of this Agreement and the Merger Agreement, the Seller hereby sells and transfers the Shares to the Purchaser and the Purchaser hereby purchases and accepts the transfer of the Shares from the Seller, with effect as of the Transfer Time.

3. THE PURCHASE PRICE

The aggregate purchase price for the Shares shall be an amount equal to (i) the Consideration multiplied by (ii) the total number of shares in the capital of the Seller issued and outstanding, excluding, for the avoidance of doubt, any shares held in treasury by the Seller, immediately prior to the Demerger becoming effective (the **Purchase Price**). Without prejudice to clause 2.2.3 of the Merger Agreement (which shall apply *mutatis mutandis*), the Purchase Price shall be payable immediately following the Transfer Time as follows:

- an amount equal to (x) the Consideration multiplied by (y) the total number of shares in the capital of the Seller held by holders of such shares other than the Purchaser immediately prior to the Demerger becoming effective (the **Aggregate Minority Cash Out Amount**) shall be paid by the Purchaser to the Seller in cash;

and

- an amount equal to (x) the Purchase Price minus (y) the Aggregate Minority Cash Out Amount (such difference, the **Purchaser Net Amount**) shall be paid by the Purchaser's execution and delivery to the Seller of a loan note, payable by the Purchaser on demand by the Seller at arm's length terms, in an aggregate principal amount equal to the Purchaser Net Amount (the **Purchaser Note**) substantially in the form attached hereto in Schedule B.

4. TRANSFER OF THE SHARES AND COMPLETION

4.1 The transfer of the legal and beneficial ownership of the Shares from the Seller to the Purchaser shall take effect as of the Transfer Time.

4.2 The Seller and the Purchaser instruct and authorise the Company to register at the Transfer Time, in their name and on their behalf, the transfer of the Shares from the Seller to the Purchaser in the shareholders' register of the Company and to file as soon as practicable a notice with the RCS in respect of the transfer of the Shares from the Seller to the Purchaser.

The Seller, the Purchaser and the Company hereby jointly empower and authorise any manager of the Company and any lawyer or employee of Stibbe Avocats in Luxembourg, acting individually, to:

- (a) proceed, at the Transfer Time, with the entry of the transfer of the Shares under this Agreement in the shareholders' register of the Company as required by article 710-8 of the Law and to sign the shareholders' register of the Company;
- (b) file a notice of the transfer of the Shares with the RCS, in order to make the transfer of the Shares enforceable vis-à-vis third parties and to publish such notice of transfer in the Luxembourg official gazette, in accordance with applicable provisions of the Law; and
- (c) perform any operation or act which might be necessary or useful for the performance and the execution of this Agreement.

4.3 By executing this Agreement, the Company, in accordance with article 710-13 of the Law and article 1690 of the Luxembourg Civil Code, accepts and acknowledges the transfer of the Shares from the Seller to the Purchaser and acknowledges the power given to it in clause 4.2 above and undertakes to record or cause to be recorded, at the Transfer Time, in its shareholders' register the ownership rights of the Purchaser in respect of the Shares. Any notification requirements with respect to the transfer of the Shares from the Seller to the Purchaser are hereby deemed to be fulfilled.

4.4 The Purchaser shall, at the Transfer Time, satisfy its obligation to pay the Purchase Price to the Seller by (i) wire transfer of the Aggregate Minority Cash Out Amount in immediately available funds to the Seller Account in accordance with clause 11 and (ii) executing and delivering the Purchaser Note to the Seller.

4.5 This Agreement transfers the rights in the Shares and all rights and obligations attached thereto, including any existing right to dividends or other distributions pertaining to the Shares existing as from the Transfer Time.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser that, as of the Transfer Time:

- (a) the Seller is the sole legal and beneficial owner of the Shares and owns the

Shares free and clear of any lien, charge, guarantee, pledge, option or any other encumbrances or restrictions or third-party rights of any nature whatsoever;

- (b) the Shares are duly recorded in the register of the Company;
- (c) the Company is a private limited liability company (*société à responsabilité limitée*) duly incorporated at the occasion of the Demerger and validly existing under the laws of the Grand Duchy of Luxembourg for an unlimited duration;
- (d) no guarantee, loan capital, borrowed money or interest is overdue for payment by the Company and no other obligation or indebtedness is outstanding which is overdue for performance or payment by the Company;
- (e) the Company will not have any indebtedness in relation to the Seller;
- (f) there is no agreement, instrument or commitment outstanding, which calls for the allotment, issue or transfer of, or accords to any person the right to call for the allotment or issue of, any share or debenture in or securities of the Company;
- (g) the Company has not declared, paid or made any dividend or other distributions to its sole shareholder or any third party;
- (h) the Company is not subject to any bankruptcy, insolvency, receivership, amicable composition or similar proceedings. No proposal or decision for dissolution, insolvency, bankruptcy, liquidation or capable of affecting the existence of the Company has been adopted. No third party has asked that the Company be dissolved or that a receiver or liquidator be appointed for the Company;
- (i) the Seller is a public limited liability company (*société anonyme*) duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg;
- (j) the Seller is not subject to any bankruptcy, insolvency, receivership, amicable composition or similar proceedings. No proposal or decision for insolvency or bankruptcy of the Seller has been adopted;
- (k) the Seller has all corporate power and authority to enter into this Agreement and to transfer full legal ownership of the Shares to the Purchaser in accordance with this Agreement, and the Demerger Resolutions have been duly adopted and are in full force and effect;
- (l) the execution of this Agreement and the performance of its obligations thereunder have been duly approved by all necessary or relevant corporate actions of the Seller;
- (m) this Agreement has been duly executed by it;
- (n) this Agreement constitutes a legally binding obligation of the Seller in accordance with its terms;
- (o) the execution and delivery of, and the performance by it of its obligations under, this Agreement does not conflict with or result in a violation of laws of the Grand Duchy of Luxembourg or any provision of the articles of association of the Seller; and
- (p) the share capital of the Company is set at EUR 12,000 represented by the Shares and the Shares are fully paid up.

6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller that, as of the Transfer

Time:

- (a) the Purchaser is a private limited liability company (*société à responsabilité limitée*) duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg;
- (b) the Purchaser is not subject to any bankruptcy, insolvency, receivership, amicable composition or similar proceedings. No proposal or decision for dissolution, insolvency, bankruptcy, liquidation or capable of affecting the existence of the Purchaser has been adopted. No third party has asked that the Purchaser be dissolved or that a receiver or liquidator be appointed for the Purchaser;
- (c) the Purchaser has all corporate power and authority to enter into this Agreement and to acquire full legal ownership of the Shares from the Seller in accordance with this Agreement;
- (q) the execution of this Agreement and the performance of its obligations thereunder have been duly approved by all necessary or relevant corporate actions of the Purchaser;
- (r) this Agreement has been duly executed by it;
- (d) this Agreement constitutes a legally binding obligation of the Purchaser in accordance with its terms;
- (e) the execution and delivery of, and the performance by it of its obligations under, this Agreement does not conflict with or result in a violation of laws of the Grand Duchy of Luxembourg or any provision of the articles of association of the Purchaser; and
- (f) at the Transfer Time, it will have sufficient cash available for the Demerger Share Sale and shall comply with all its financial obligations pursuant to this Agreement.

7. ACKNOWLEDGMENT

7.1 The Purchaser acknowledges that, pursuant to the Merger Agreement, it has conducted a Due Diligence Investigation into, inter alia, the commercial, financial, tax (excluding Spain), insurance, compliance and legal aspects of the Company and its subsidiaries and its businesses to its satisfaction, and accepts the transfer of the legal and beneficial ownership of the Shares as of the Transfer Time.

7.2 This Agreement entails the transfer of all rights, risks and obligations from the Seller to the Purchaser in respect of the Shares, effective as of the Transfer Time.

8. PURCHASER'S INDEMNITIES

The Parties acknowledge and agree that any right to indemnification arising in connection with the preparation, proposal or implementation of the Demerger and the Demerger Share Sale shall be sought exclusively pursuant to, and subject to the terms and conditions of, clauses 10.3.6 and 10.3.7 of the Merger Agreement. No separate or concurrent claim for indemnification shall be brought under this Agreement.

9. COVENANTS

9.1 The Seller covenants with the Purchaser that:

- (a) it will execute and do, and will procure that the Company will execute and do, and use its commercially reasonable efforts to procure to be executed and done by any other relevant party, as the case may be, all such deeds, documents, acts and things as the Purchaser may from time to time require in order to transfer

the Shares to the Purchaser, or as otherwise may be necessary to give full effect to this Agreement and any other agreements contemplated herein; and

- (b) it will use its commercially reasonable efforts to procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions as may be necessary to give full effect to this Agreement and any other agreements contemplated herein.

9.2 The Purchaser covenants with the Seller that:

- (a) it will execute and do, and use its commercially reasonable efforts to procure to be executed and done by any other relevant party, as the case may be, all such deeds, documents, acts and things as the Seller may from time to time require as may be necessary to give full effect to this Agreement and any other agreements contemplated herein;
- (b) it will use its commercially reasonable efforts to procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions as may be necessary to give full effect to this Agreement and any other agreements contemplated herein; and
- (c) it shall retain for a period ending on seven years from the Transfer Time, or such longer period as may be prescribed by applicable Law, all books, records and other written information relating to the Company and, to the extent reasonably required by the Seller, the members of the Boards of the Seller, or the Liquidator (and its successors, as applicable), shall allow the Seller, and their respective employees, representatives and advisers, as well as the members of the Seller's Boards and the Liquidator, upon reasonable prior written notice, reasonable access during normal business hours to such books, records and other information, including the right to inspect and take copies.

10. NOTICES

10.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (a) in the case of the Seller:

Name of contact:	InPost S.A.
	Attn. Management Board
Address:	106 Route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg
Telephone:	N/A
Email:	N/A

- (b) in the case of the Purchaser:

Name of contact:	IS Iris Lux Bidco S.à r.l.
	Attn. Board of Managers
Address:	4 Rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg
Telephone:	N/A

Email:

N/A

(c) in the case of the Company:

Name of contact:	InPost Group S.à r.l. (in formation) Attn. Board of Managers
Address:	2-4 rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg
Telephone:	N/A
Email:	N/A

10.2 Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted if so delivered or transmitted prior to 6:00 p.m. local time at the place of receipt (or, if such day is not a Business Day or such communication is delivered or transmitted after 6:00 p.m. local time at the place of receipt, on the next following Business Day) or, if mailed, on the fifth (5th) Business Day following the date of mailing.

10.3 Each Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this clause 10.

11. PAYMENTS

11.1 Unless otherwise agreed, any payments to be made under this Agreement or any related documents shall be made in EUR by transfer of the relevant amount to the relevant account (as designated by the recipient in writing) on or before the date the payment is due. The relevant account for any payment to the Seller is:

Bank: ING Luxembourg S.A.
Swift code: CELLLULL
IBAN: LU15 0141 6716 8350 0000
Account holder: InPost S.A., 106, route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg

or such other account as the Seller shall, not less than three (3) Business Days before the date on which payment is due, have specified by giving notice to the Purchaser (the **Seller Account**).

12. ENTIRE AGREEMENT

This Agreement, together with the Merger Agreement and any documents referred to herein, represents the entire agreement between the Parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the Parties in relation to that subject matter.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart. This Agreement may be executed under hand, by facsimile or by electronic means, all of which shall be equally valid.

14. SEVERABILITY

14.1 If any provision of this Agreement is or becomes invalid, void, unenforceable or prohibited under the laws of any jurisdiction, this shall not affect the legality, validity or

enforceability of the other terms of this Agreement or the validity or enforceability of such provision in any other jurisdiction.

- 14.2** In any such event, and to the extent permissible by law, the Parties to this Agreement will substitute a valid and enforceable provision in the place of the invalid, void, unenforceable or prohibited provision in the spirit and to the effect of the latter.

15. FURTHER ASSURANCES

Each Party shall, and shall use its reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

16. NO WAIVER

No failure or delay by any Party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, and no single or partial exercise of such right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

17. AMENDMENT

No amendment of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

18. COSTS

Except as otherwise expressly provided in this Agreement or the Merger Agreement, each Party shall bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement.

19. SPECIFIC PERFORMANCE

- 19.1** The Parties acknowledge and agree that each Party may, after notification sent to the other Parties (*mise en demeure préalable*), seek the specific performance (*exécution forcée*) of the other Parties' undertakings provided for in this Agreement, without prejudice to any damages that it may request, and the Parties acknowledge and agree that there are no circumstances under which (a) the completion of such undertakings may be impossible or (b) there may be a manifest disproportion (*disproportion manifeste*) between the cost of the completion of such undertaking for the other Parties and its benefit for the requesting Party.

- 19.2** Notwithstanding anything to the contrary herein, each Party hereby expressly and irrevocably waives any right it may have to terminate this Agreement in the event any other Party fails to perform its obligations hereunder.

20. ASSIGNMENT

No Party may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other Parties, provided that the Purchaser shall be entitled to assign or transfer any and all of its rights and obligations under this Agreement to any entity directly or indirectly wholly owned by the Purchaser without requiring the prior written consent of the other Parties. In such event, the Purchaser shall remain jointly and severally liable with the assignee or transferee for the proper performance of any obligations so assigned or transferred.

21. ELECTRONIC SIGNATURE

- 21.1** This Agreement shall be signed electronically by each of the authorised

representative(s) of the Parties mentioned below, as applicable, on the date stated at the beginning of this Agreement. The Parties acknowledge and agree that electronic signatures via the online platform DocuSign (www.docusign.com), which is compliant with the EU eIDAS Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market, can be used for the execution of this Agreement by such signatories. Each Party acknowledges that it has received all the information required for the electronic signature of this Agreement and that it shall sign this Agreement electronically in full knowledge of the technology used and its terms and conditions, and consequently waives any claim and/or legal action challenging the reliability of this electronic signature system and/or its intention to enter into this Agreement in this regard.

21.2 Each of the Parties agrees (i) that the electronic signature which it attaches to this Agreement has the same legal value as its handwritten signature (i.e. binding such Party to this Agreement) and (ii) that the technical means implemented in the context of this signature confer a definite date (*date certaine*) to this Agreement. Each of the Parties acknowledges and accepts that the signature process used by the Parties to electronically sign this Agreement enables each of them to have a copy of this Agreement on a durable medium or to have access to it. The delivery of an electronic copy of this Agreement directly by DocuSign to each Party shall constitute sufficient and irrefutable proof of the commitments and obligations of each Party to this Agreement.

21.3 Neither Party shall contest the probative value of this Agreement for the sole purpose it has been signed with an electronic signature. Should a Party's electronic signature be later declared as not having the same value as a handwritten signature, that Party hereby agrees that signing the Agreement electronically shall be evidence of its consent to be legally bound by the terms of this Agreement.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement is governed by, and shall be construed in accordance with, the laws of the Grand Duchy of Luxembourg.

22.2 Any dispute arising out of, or in connection with, this Agreement shall be submitted to the competent courts of the District of the city of Luxembourg, Grand Duchy of Luxembourg.

[Remainder of page intentionally left blank – Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement, as of the day and year first above written, using the electronic signature process implemented by DocuSign.

The Purchaser

IS Iris Lux Bidco S.à r.l.

Name:
Title: Manager

Name:
Title: Manager

Name:
Title: Manager

The Seller

InPost S.A.

Name: Javier Van Engelen Sousa
Title: Member of the Management Board

Name: Michael Rouse
Title: Member of the Management Board

For and on behalf of the Company

InPost Group S.à r.l. (in formation)

Name:
Title: Manager

Name:
Title: Manager

SCHEDULE A – DEFINITIONS

In this Agreement, including this Schedule:

Aggregate Minority Cash Out Amount	has the meaning set out in clause 3.
Business Day	means any day (other than a Saturday or Sunday) on which banks are open for general business in Luxembourg.
Demerger EGM	means the extraordinary general meeting of the shareholders of the Seller at which, inter alia, the Demerger Resolutions are to be adopted.
Law	means the Luxembourg law of 10 August 1915 on commercial companies, as amended.
Listing and Settlement Agreements	means the agreements relating to the listing of shares of the Seller on Euronext Amsterdam N.V., as further described in the Demerger Resolutions.
Purchase Price	has the meaning set out in clause 3.
Seller Account	has the meaning set out in clause 11.1.
Transfer Time	means, the Demerger Resolutions (including the approval of the Demerger Share Sale) having been duly adopted at the Demerger EGM and being in full force and effect, the date and time at which the notarial deed of record in respect of the Demerger has been executed and (i) the Demerger has thereby become effective, (ii) the Company has been incorporated on the occasion thereof, and (iii) the Demerger Share Sale has become effective and is deemed completed in accordance with such notarial deed.

SCHEDULE B – PURCHASER NOTE