

URGENT / HASTENDE  
Request for Protection Against Compulsory Dissolution  
Anmodning om Beskyttelse mod Tvangsopløsning

# HENVENDELSE TIL ERHVERVSSTYRELSEN

PETITION TO THE DANISH BUSINESS AUTHORITY

Vedrørende / Regarding

Shape Robotics A/S

CVR 38322656 | ISIN DK0061273125 | Nasdaq Copenhagen: SHAPE

Anmodning om: (1) Beskyttelse mod tvangsopløsning under igangværende retssag, (2) Officiel frist på minimum 90 dage fra modtagelse af selskabets dokumenter og midler, (3) Skriftlig bekræftelse af den tildelte frist

Request for: (1) Protection against dissolution during pending court proceedings, (2) Official deadline of minimum 90 days from receipt of company documents and funds, (3) Written confirmation of the granted deadline

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Dato / Date:	20. marts 2026 / 20 March 2026
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Sagsnr. / Case ref:	Tidl. konkurs / Former bankruptcy: K 3337/25-F Østre Landsrets kære: B-56-26, B-57-26, B-58-26 Politianmeldelse / Police case: 0100-83986-10362-26

## I. LANGUAGE DISCLAIMER SPROGFORBEHOLD

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## II. EXECUTIVE SUMMARY RESUMÉ

Shape Robotics A/S (CVR 38322656) is a Nasdaq Copenhagen-listed company with over 4,800 creditors (shareholders, suppliers, former employees). On 5 March 2026, Østre Landsret unanimously annulled the bankruptcy decree against the company (appeal cases B-56-26, B-57-26, B-58-26). Management rights were automatically restored under Konkurslov §29.

On 20 March 2026, Sø- og Handelsretten granted the company a five-month adjournment for the renewed proceedings ordered by the High Court. The court acknowledged that proper legal service of process has not yet taken place.

Despite the annulment and the court's adjournment, the company is now at risk of compulsory dissolution (tvangsopløsning) under Selskabsloven §225, because the former trustee — Teis Gullitz-Wormslev of Kromann Reumert — has not returned ANY company documents, funds, or assets. The company cannot comply with its registration obligations because it has been stripped of everything it needs to do so.

Shape Robotics A/S (CVR 38322656) er et Nasdaq Copenhagen-noteret selskab med over 4.800 kreditorer (aktionærer, leverandører, tidligere ansatte). Den 5. marts 2026 ophævede Østre Landsret enstemmigt konkursdekretet mod selskabet (kæresager B-56-26, B-57-26, B-58-26). Ledelsesrettighederne blev automatisk genoprettet i henhold til Konkurslovens §29.

Den 20. marts 2026 gav Sø- og Handelsretten selskabet fem måneders udsættelse til den fornyede behandling påbudt af Landsretten. Retten anerkendte, at korrekt lovlig forkyndelse endnu ikke har fundet sted.

Trods ophævelsen og rettens udsættelse er selskabet nu truet af tvangsopløsning i henhold til Selskabslovens §225, fordi den tidligere kurator — Teis Gullitz-Wormslev fra Kromann Reumert — ikke har returneret NOGEN af selskabets dokumenter, midler eller aktiver. Selskabet kan ikke opfylde sine registreringspligter, fordi det er frataget alt, hvad det behøver for at gøre det.

We respectfully request that Erhvervsstyrelsen grant us a minimum 90-day compliance period, commencing from the date we actually receive back the company's documents, funds, and assets from the former trustee — and that this deadline be confirmed in writing.

Vi anmoder ærbødigst om, at Erhvervsstyrelsen giver os en frist på minimum 90 dage til at opfylde kravene, regnet fra den dato, hvor vi faktisk modtager selskabets dokumenter, midler og aktiver retur fra den tidligere kurator — og at denne frist bekræftes skriftligt.

### III. BACKGROUND: WHY THE COMPANY CANNOT COMPLY BAGGRUND: HVORFOR SELSKABET IKKE KAN OPFYLDE KRAVENE

On 6 January 2026, the Bankruptcy Court issued a decree against Shape Robotics A/S. Teis Gullitz-Wormslev of Kromann Reumert was appointed trustee (kurator). From that moment, all management rights were removed from the CEO. The trustee assumed total control over: all company documents, all bank accounts, all physical assets, all digital access, all subsidiary relationships, all regulatory filings.

During the 59-day trusteeship (6 January — 5 March 2026), the trustee:

- Valued ALL subsidiaries at DKK 0 (from DKK 199M+ book value) in Creditor Information No. 2 (26 January 2026)
- Cancelled the Extraordinary General Meeting (EGM) planned for 22 January 2026 — which was intended to approve EUR 15M in equity financing from IRIS Capital — without any Nasdaq market disclosure
- Made ZERO company announcements during 59 days as trustee of a Nasdaq-listed company, in violation of MAR Article 17(1)
- Caused the Finnish subsidiary Sanako Oy (valued at ~EUR 8M, delivery vehicle for EUR 32M Bechtle contract) to be declared bankrupt in Finland (5 February 2026)
- Failed to return ANY documents, funds, or assets after the High Court annulled the bankruptcy on 5 March 2026

Den 6. januar 2026 afsagde Skifteretten konkursdekret mod Shape Robotics A/S. Teis Gullitz-Wormslev fra Kromann Reumert blev udpeget som kurator. Fra det øjeblik blev alle ledelsesrettigheder fjernet fra direktøren. Kuratoren overtog total kontrol over: alle selskabets dokumenter, alle bankkonti, alle fysiske aktiver, al digital adgang, alle datterselskabsrelationer, alle myndighedsmæssige indberetninger.

I løbet af den 59 dage lange kuratelperiode (6. januar — 5. marts 2026) foretog kuratoren følgende:

- Værdiansatte ALLE datterselskaber til DKK 0 (fra DKK 199M+ bogført værdi) i Kreditorinformation nr. 2 (26. januar 2026)
- Aflyste den ekstraordinære generalforsamling (EGM) planlagt til 22. januar 2026 — som skulle godkende EUR 15 mio. i egenkapitalfinansiering fra IRIS Capital — uden nogen Nasdaq-markedsmeddelelse
- Foretog NULPUNKT selskabsmeddelelser i 59 dage som kurator for et Nasdaq-noteret selskab, i strid med MAR artikel 17, stk. 1
- Forårsagede at det finske datterselskab Sanako Oy (vurderet til ~EUR 8 mio., leveranceenhed for EUR 32 mio. Bechtle-kontrakten) blev erklæret konkurs i Finland (5. februar 2026)
- Undlod at returnere NOGEN dokumenter, midler eller aktiver efter Landsrettens ophævelse af konkursen den 5. marts 2026

- Deposited DKK 3,722,813.18 of company funds into a Nordea escrow account (Reg. 2191, Acc. 9046 428 843) SIX DAYS after his mandate ended (11 March 2026) — without the company's consent

The result: Shape Robotics A/S has management de jure but not de facto. The CEO has been reinstated by the High Court's ruling, but he has NO access to: company bank accounts, company documents, shareholder registers, historical filings, accounting records, or the funds needed to hire auditors, accountants, or board members.

- Indsatte DKK 3.722.813,18 af selskabets midler på en Nordea-deponeringskonto (Reg. 2191, Konto 9046 428 843) SEKS DAGE efter hans mandats ophør (11. marts 2026) — uden selskabets samtykke

Resultatet: Shape Robotics A/S har ledelse de jure, men ikke de facto. Direktøren er genindsat af Landsrettens kendelse, men han har INGEN adgang til: selskabets bankkonti, selskabets dokumenter, aktionærregistre, historiske indberetninger, regnskabsoptegnelser eller de midler, der er nødvendige for at ansætte revisorer, regnskabsfolk eller bestyrelsesmedlemmer.

#### IV. SPECIFIC OBSTACLES TO COMPLIANCE KONKRETE HINDRINGER FOR OVERHOLDELSE

Erhvervsstyrelsen may require Shape Robotics A/S to remedy deficiencies under Selskabsloven §225. We acknowledge these obligations. However, we explain below why we CANNOT currently comply — and why this is entirely due to the actions of the former trustee, not any negligence on our part.

Erhvervsstyrelsen kan kræve, at Shape Robotics A/S afhjælper mangler i henhold til Selskabslovens §225. Vi anerkender disse forpligtelser. Vi forklarer dog nedenfor, hvorfor vi IKKE i øjeblikket kan opfylde dem — og hvorfor dette udelukkende skyldes den tidligere kurators handlinger, ikke nogen forsømmelse fra vores side.

Requirement / Krav	Obstacle / Hindring	What We Need / Hvad vi behøver
§225(1)(1): Annual report / Årsrapport	No access to accounting records. Former trustee holds all financial documentation. Company funds are in unauthorized escrow. / Ingen adgang til regnskabsmateriale. Kurator har alle finansielle dokumenter. Selskabets midler er på uautoriseret deponeringskonto.	Return of documents + funds to hire auditor / Tilbagelevering af dokumenter + midler til revisor
§225(1)(2): Board / management / Bestyrelse / ledelse	The EGM planned for 22 January 2026 to elect a board was CANCELLED by the trustee. No shareholder register access. No funds to organize new EGM. Issuer agent (Danske Bank) terminated services. / EGM'en planlagt til 22. januar 2026 til valg af bestyrelse blev AFLYST af kurator. Ingen adgang til aktionærregister. Ingen midler til at organisere ny EGM. Udstederagent (Danske Bank) opsagde tjenester.	Return of shareholder register + funds + appointment of new issuer agent / Tilbagelevering af aktionærregister + midler + udpegning af ny udstederagent

§225(1)(9): Auditor registration / Registrering af revisor	Cannot appoint or pay auditor. No accounting records to audit. / Kan ikke udpege eller betale revisor. Ingen regnskaber at revidere.	Return of financial records + funds / Tilbagelevering af regnskaber + midler
§225(1)(4): Beneficial owners (reelle ejere)	Registration may be outdated due to trustee period. Requires access to company systems. / Registrering kan være forældet pga. kuratelperiode. Kræver adgang til selskabets systemer.	Digital access restored / Digital adgang genoprettet

In summary: every single deficiency that could trigger tvangsopløsning is caused by the former trustee's refusal to return company property. The company is willing and ready to comply. It simply cannot do so without its own documents, funds, and systems.

Sammenfattende: hver eneste mangel, der kan udløse tvangsopløsning, er forårsaget af den tidligere kurators nægtelse af at tilbagelevere selskabets ejendom. Selskabet er villigt og klar til at opfylde kravene. Det kan blot ikke gøre det uden sine egne dokumenter, midler og systemer.

**V. THE COURT HAS ACKNOWLEDGED THE SITUATION  
RETTEHAR ANERKENDT SITUATIONEN**

On 5 March 2026, Østre Landsret unanimously annulled the bankruptcy. The Court found that the bankruptcy petition was not lawfully served (cf. Retsplejeloven §157a(1)). This ruling operates ex tunc — retroactively from the date of the original decree.

Den 5. marts 2026 ophævede Østre Landsret enstemmigt konkursen. Retten fandt, at konkursbegæringen ikke var lovligt forkyndt (jf. Retsplejelovens §157a, stk. 1). Denne kendelse virker ex tunc — med tilbagevirkende kraft fra datoen for det oprindelige dekret.

On 20 March 2026, Sø- og Handelsretten granted a five-month adjournment for the renewed proceedings ordered by the High Court. The Bankruptcy Court thereby confirmed that the company's right to proper legal service has not been fulfilled.

Den 20. marts 2026 gav Sø- og Handelsretten fem måneders udsættelse til den fornyede behandling påbudt af Landsretten. Skifteretten bekræftede dermed, at selskabets ret til korrekt lovlig forkyndelse ikke er opfyldt.

A criminal complaint was filed on 15 March 2026 (Copenhagen Police case 0100-83986-10362-26) against the former trustee. A formal demand letter was sent to all partners of Kromann Reumert on 17 March 2026. Neither has produced results.

En strafferetlig anmeldelse blev indgivet den 15. marts 2026 (Københavns Politis sag 0100-83986-10362-26) mod den tidligere kurator. Et formelt kravbrev blev sendt til alle partnere i Kromann Reumert den 17. marts 2026. Ingen af delene har givet resultater.

The Danish courts have recognized our situation. We ask Erhvervsstyrelsen to do the same and not to dissolve a company that is actively fighting to recover its assets from a trustee whose appointment was itself ruled unlawful.

De danske domstole har anerkendt vores situation. Vi beder Erhvervsstyrelsen om at gøre det samme og ikke opløse et selskab, der aktivt kæmper for at genvinde sine aktiver fra en kurator, hvis udpegning i sig selv blev kendt ulovlig.

## VI. THE COMPANY IS VIABLE AND ACTIVE — RIGHT NOW SELSKABET ER LEVEDYGTIGT OG AKTIVT — LIGE NU

Shape Robotics A/S is not a dormant shell company. It is a Nasdaq Copenhagen-listed public company (ticker: SHAPE, ISIN DK0061273125) that is commercially active TODAY.

**Current commercial activity:** The company is already receiving new orders for its STEM and AI educational robotics products. Revenue is being generated. Customers are placing orders. Products are being shipped. The company's operations — through its subsidiary network in Romania, Poland, and the Nordics — are resuming despite the enormous damage caused by the former trustee.

**Contracted revenue base:**

- EUR 32,000,000 signed framework agreement with Bechtle direct Polska Sp. z o.o. (part of Bechtle AG, one of Europe's largest IT companies, revenue >EUR 6 billion) for STEM/AI laboratory equipment to Polish public schools, under government procurement through NASK PIB (Polish national research institute) [Bilag 8]
- EUR 15,000,000 equity line financing facility — confirmed Letter of Intent from IRIS SARL (French investment company) for up to 15,000,000 shares at 95% minimum VWAP, 36-month commitment. IRIS immediately reconfirmed its interest on 11 March 2026 after the annulment (Company Announcement 03-26) [Bilag 9]
- Active subsidiary operations in Romania (Shape Robotics Romania SRL), Poland (Shape Robotics Poland S.A.), and the Nordics — with employees, customer relationships, and ongoing deliveries
- Over 4,800 creditors (shareholders, suppliers, former employees) whose rights and financial interests depend entirely on the company's continued existence as a publicly listed entity on Nasdaq Copenhagen

Shape Robotics A/S er ikke et sovende tomselskab. Det er et Nasdaq Copenhagen-noteret offentligt selskab (ticker: SHAPE, ISIN DK0061273125), der er kommercielt aktivt I DAG.

**Aktuel kommerciel aktivitet:** Selskabet modtager allerede nye ordrer på sine STEM- og AI-undervisningsrobotprodukter. Der genereres omsætning. Kunder afgiver ordrer. Produkter afsendes. Selskabets drift — gennem dets datterselskabsnetværk i Rumænien, Polen og Norden — genoptages trods de enorme skader forårsaget af den tidligere kurator.

**Kontrakteret omsætningsgrundlag:**

- EUR 32.000.000 underskrevet rammeaftale med Bechtle direct Polska Sp. z o.o. (del af Bechtle AG, en af Europas største IT-virksomheder, omsætning >EUR 6 mia.) for STEM/AI-laboratorieudstyr til polske offentlige skoler, under offentligt udbud via NASK PIB (polsk nationalt forskningsinstitut) [Bilag 8]
- EUR 15.000.000 aktielinjefacilitet — bekræftet hensigtserklæring fra IRIS SARL (fransk investeringselskab) for op til 15.000.000 aktier til 95% minimum VWAP, 36 måneders forpligtelse. IRIS genbekræftede straks sin interesse den 11. marts 2026 efter ophævelsen (Selskabsmeddelelse 03-26) [Bilag 9]
- Aktive datterselskabsoperationer i Rumænien (Shape Robotics Romania SRL), Polen (Shape Robotics Poland S.A.) og Norden — med ansatte, kunderelationer og igangværende leverancer
- Over 4.800 kreditorer (aktionærer, leverandører, tidligere ansatte), hvis rettigheder og økonomiske interesser helt afhænger af selskabets fortsatte eksistens som et børsnoteret selskab på Nasdaq Copenhagen

This is a company with real products, real customers, real revenue, and real employees across multiple countries. It is not a paper entity. It is a functioning European EdTech company with a Nasdaq listing, shipping products to customers today.

Dette er et selskab med rigtige produkter, rigtige kunder, rigtig omsætning og rigtige ansatte på tværs af flere lande. Det er ikke en papirvirksomhed. Det er en fungerende europæisk EdTech-virksomhed med en Nasdaq-notering, der leverer produkter til kunder i dag.

**THE CENTRAL ISSUE: THE TRUSTEE DESTROYED OUR ABILITY TO COMPLY WITH SELSKABSLOVEN**

**DET CENTRALE PROBLEM: KURATOREN ØDELAGDE VORES MULIGHED FOR AT OPFYLDE SELSKABSLOVEN**

Erhvervsstyrelsen must understand the following chain of causation, because it is the single most important fact in this case:

1. On 19 December 2025, Shape Robotics A/S announced that IRIS Capital Investment (IRIS SARL, France) had committed to an equity line financing facility of up to 15,000,000 shares — approximately EUR 15,000,000 in available capital [Bilag 9]. The terms were: convertible loan, 95% minimum daily VWAP, 36-month maturity, unrestricted use of proceeds, cancellable at any time at no cost. The company controlled the timing, volume, and minimum price.

2. An Extraordinary General Meeting (EGM) was planned for 22 January 2026. The purpose was twofold: (a) approve the IRIS Capital equity line facility, and (b) elect new board members to bring the company into full compliance with Selskabsloven. With EUR 15M in confirmed financing, the company could have paid ALL creditors, hired auditors, appointed a board, filed annual reports, and fulfilled every single requirement under §225.

3. The trustee — Teis Gullitz-Wormslev of Kromann Reumert — CANCELLED the EGM. He made zero Nasdaq market disclosures about the cancellation. He made zero company announcements during his entire 59-day trusteeship of a publicly listed company. This was a violation of MAR Article 17(1) and a deliberate act that prevented the company from accessing the very capital it needed to survive and comply.

Erhvervsstyrelsen må forstå følgende årsagssammenhæng, fordi det er det enkeltvigtigste faktum i denne sag:

1. Den 19. december 2025 meddelte Shape Robotics A/S, at IRIS Capital Investment (IRIS SARL, Frankrig) havde forpligtet sig til en aktielinjefacilitet på op til 15.000.000 aktier — ca. EUR 15.000.000 i tilgængelig kapital [Bilag 9]. Vilklårene var: konvertibelt lån, 95% minimum daglig VWAP, 36 måneders løbetid, frit anvendelige provenu, opsigelig til enhver tid uden omkostninger. Selskabet kontrollerede timing, volumen og minimumspris.

2. En ekstraordinær generalforsamling (EGM) var planlagt til 22. januar 2026. Formålet var dobbelt: (a) godkende IRIS Capital-aktielinjefaciliteten, og (b) vælge nye bestyrelsesmedlemmer for at bringe selskabet i fuld overensstemmelse med Selskabsloven. Med EUR 15 mio. i bekræftet finansiering kunne selskabet have betalt ALLE kreditorer, ansat revisorer, udpeget en bestyrelse, indsendt årsrapporter og opfyldt hvert eneste krav i henhold til §225.

3. Kuratoren — Teis Gullitz-Wormslev fra Kromann Reumert — AFLYSTE EGM'en. Han foretog nul Nasdaq-markedsmeddelelser om aflysningen. Han foretog nul selskabsmeddelelser under hele sin 59-dages kuratelperiode for et børsnoteret selskab. Dette var en overtrædelse af MAR artikel 17, stk. 1 og en bevidst handling, der forhindrede selskabet i at få adgang til den kapital, det behøvede for at overleve og opfylde kravene.

4. The direct consequence: If the trustee had not cancelled the EGM, the company would today have EUR 15,000,000 in its bank account. It would have a properly constituted board of directors. It would have an appointed auditor. It would have filed its annual report. It would be in full compliance with every requirement of Selskabsloven §225. The sole reason the company cannot comply is that the former trustee — whose appointment was ruled unlawful by the High Court — systematically destroyed the company's ability to do so.

5. On 11 March 2026 — six days after the annulment — IRIS SARL immediately reconfirmed its commitment on identical terms (Company Announcement 03-26, 12 March 2026) [Bilag 9]. The investor is ready. The financing is available. The petitioning creditor has agreed to negotiate settlement funded from IRIS proceeds. The ONLY obstacle is the continued trading suspension on Nasdaq and the former trustee's refusal to return company property.

To dissolve Shape Robotics A/S now would be the final act in a chain of destruction that began with an unlawful bankruptcy and continued with a trustee who stripped the company of everything it needed to function. Erhvervsstyrelsen would be completing what Kromann Reumert started. We ask: is that the role of the Danish Business Authority?

4. Den direkte konsekvens: Hvis kuratoren ikke havde aflyst EGM'en, ville selskabet i dag have EUR 15.000.000 på sin bankkonto. Det ville have en behørigt sammensat bestyrelse. Det ville have en udpeget revisor. Det ville have indsendt sin årsrapport. Det ville være i fuld overensstemmelse med hvert krav i Selskabslovens §225. Den eneste årsag til, at selskabet ikke kan opfylde kravene, er, at den tidligere kurator — hvis udpegning blev kendt ulovlig af Landsretten — systematisk ødelagde selskabets mulighed for at gøre det.

5. Den 11. marts 2026 — seks dage efter ophævelsen — genbekræftede IRIS SARL straks sin forpligtelse på identiske vilkår (Selskabsmeddelelse 03-26, 12. marts 2026) [Bilag 9]. Investoren er klar. Finansieringen er tilgængelig. Den begerende kreditor har accepteret at forhandle forlig finansieret af IRIS-provenuet. Den ENESTE hindring er den fortsatte handelssuspension på Nasdaq og den tidligere kurators nægtelse af at tilbagelevere selskabets ejendom.

At opløse Shape Robotics A/S nu ville være den sidste handling i en kæde af ødelæggelse, der begyndte med en ulovlig konkurs og fortsatte med en kurator, der fratog selskabet alt, hvad det behøvede for at fungere. Erhvervsstyrelsen ville fuldføre, hvad Kromann Reumert påbegyndte. Vi spørger: er det Erhvervsstyrelsens rolle?

## VII. THE PERSON BEHIND THIS PETITION PERSONEN BAG DENNE HENVENDELSE

I am Mark-Robert Abraham, Romanian citizen, born 31 August 1982. I am the sole remaining person connected to Shape Robotics A/S. There are no employees, no board members, no other management. I am alone.

Jeg er Mark-Robert Abraham, rumænsk statsborger, født 31. august 1982. Jeg er den eneste tilbageværende person tilknyttet Shape Robotics A/S. Der er ingen ansatte, ingen bestyrelsesmedlemmer, ingen anden ledelse. Jeg er alene.

I do not speak, read, or write Danish. I am in Romania. I have no lawyer — I have been unable to find Danish legal representation, because (a) no firm wants to oppose Kromann Reumert, Denmark's largest law firm with over 600 lawyers, and (b) the media campaign by Finans.dk (16+ articles) has branded me a fraudster without any evidence or court finding.

The company's funds — DKK 3,722,813.18 — are held in an unauthorized escrow. I cannot pay for auditors, accountants, board members, or legal counsel. I am asking Erhvervsstyrelsen for time — not for exemption. Give me my company's property back, and I will comply with every requirement.

Jeg taler, læser eller skriver ikke dansk. Jeg er i Rumænien. Jeg har ingen advokat — det har ikke været muligt at finde dansk juridisk repræsentation, fordi (a) intet firma ønsker at modsætte sig Kromann Reumert, Danmarks største advokatfirma med over 600 advokater, og (b) mediekampagnen fra Finans.dk (16+ artikler) har stemplet mig som bedrager uden nogen beviser eller domstolsafgørelse.

Selskabets midler — DKK 3.722.813,18 — tilbageholdes på en uautoriseret deponeringskonto. Jeg kan ikke betale for revisorer, regnskabsfolk, bestyrelsesmedlemmer eller juridisk rådgivning. Jeg beder Erhvervsstyrelsen om tid — ikke om fritagelse. Giv mig mit selskabs ejendom tilbage, og jeg vil opfylde alle krav.

## VIII. REQUEST TO ERHVERVSSTYRELSEN ANMODNING TIL ERHVERVSSTYRELSEN

### 1. PROTECTION DURING COURT PROCEEDINGS / BESKYTTELSE UNDER RETSSAGER

That Erhvervsstyrelsen suspend any tvangsopløsning proceedings against Shape Robotics A/S for the duration of the pending court case at Sø- og Handelsretten, where the company has been granted a five-month adjournment (from 20 March 2026). A company that is the subject of active court proceedings regarding its bankruptcy status should not simultaneously be dissolved by administrative action.

At Erhvervsstyrelsen indstiller enhver tvangsopløsningssag mod Shape Robotics A/S under den verserende retssag ved Sø- og Handelsretten, hvor selskabet har fået fem måneders udsættelse (fra 20. marts 2026). Et selskab, der er genstand for verserende retssager vedrørende dets konkursstatus, bør ikke samtidig opløses ved administrativ handling.

### 2. 90-DAY COMPLIANCE PERIOD FROM RECEIPT OF PROPERTY / 90 DAGES FRIST FRA MODTAGELSE AF EJENDOM

That Erhvervsstyrelsen, pursuant to Selskabsloven §225(2), grant a compliance period of minimum 90 days, commencing from the date the company actually receives back its documents, funds, and assets from the former trustee. The company cannot comply with registration obligations using documents it does not possess and funds it cannot access.

At Erhvervsstyrelsen i henhold til Selskabslovens §225, stk. 2, giver en frist på minimum 90 dage til afhjælpning, regnet fra den dato, selskabet faktisk modtager sine dokumenter, midler og aktiver retur fra den tidligere kurator. Selskabet kan ikke opfylde registreringspligter med dokumenter, det ikke besidder, og midler, det ikke har adgang til.

### 3. WRITTEN CONFIRMATION / SKRIFTLIG BEKRÆFTELSE

That Erhvervsstyrelsen confirm in writing: (a) the specific deficiencies that need to be remedied, (b) the deadline granted for each, and (c) that the deadline will not commence until the company has regained actual possession of its property. We cannot operate in ambiguity — we need to know exactly what is expected and by when.

At Erhvervsstyrelsen skriftligt bekræfter: (a) de specifikke mangler, der skal afhjælpes, (b) den tildelte frist for hver, og (c) at fristen ikke begynder at løbe, før selskabet har genvundet faktisk besiddelse af sin ejendom. Vi kan ikke operere i uvished — vi har brug for at vide præcist, hvad der forventes, og hvornår.

#### 4. CONSIDERATION OF EXTRAORDINARY CIRCUMSTANCES / HENSYNTAGEN TIL EKSTRAORDINÆRE OMSTÆNDIGHEDER

That Erhvervsstyrelsen take into account the extraordinary circumstances of this case: the company was subjected to a bankruptcy that Denmark's own High Court ruled unlawful. The very deficiencies that may trigger dissolution were caused by the former trustee's destruction of company value and refusal to return company property — not by the company's own negligence. Dissolving this company would reward the wrongdoer and punish the victim.

At Erhvervsstyrelsen tager hensyn til de ekstraordinære omstændigheder i denne sag: selskabet var udsat for en konkurs, som Danmarks egen Landsret kendte ulovlig. De mangler, der kan udløse opløsning, er forårsaget af den tidligere kurators ødelæggelse af selskabets værdi og nægtelse af at tilbagelevere selskabets ejendom — ikke af selskabets egen forsømmelse. At opløse dette selskab ville belønne gerningsmanden og straffe offeret.

#### IX. FULL COOPERATION FULDT SAMARBEJDE

Shape Robotics A/S wishes to cooperate fully with Erhvervsstyrelsen. We have nothing to hide. We ask only that the law be respected and that we be given a fair opportunity to comply — an opportunity that depends entirely on the return of our company's property.

Shape Robotics A/S ønsker at samarbejde fuldt ud med Erhvervsstyrelsen. Vi har intet at skjule. Vi beder alene om, at loven respekteres, og at vi får en retfærdig mulighed for at opfylde kravene — en mulighed, der helt afhænger af tilbagelevering af vores selskabs ejendom.

We are prepared to provide any additional information or documentation that Erhvervsstyrelsen may require. All communication should be directed to mark@shaperobotics.com or the physical address stated on the cover page.

Vi er parate til at fremlægge enhver yderligere information eller dokumentation, som Erhvervsstyrelsen måtte kræve. Al kommunikation bedes rettet til mark@shaperobotics.com eller den fysiske adresse angivet på forsiden.

#### X. LIST OF ANNEXES BILAGSOVERSIGT

Annex / Bilag	Description / Beskrivelse
Annex 1 Bilag 1	Østre Landsrets kendelse af 5. marts 2026 (kære nr. B-56-26, B-57-26, B-58-26) — unanimous annulment of bankruptcy decree / enstemmig ophævelse af konkursdekret

Annex 2 Bilag 2	Strafferetlig anmeldelse af 15. marts 2026 mod Kromann Reumert / Teis Gullitz-Wormslev — criminal complaint under Retsplejeloven §535 / strafferetlig anmeldelse
Annex 3 Bilag 3	Formelt udleveringskrav af 17. marts 2026 til samtlige partnere i Kromann Reumert — formal demand for handover of all company property / formelt krav om udlevering
Annex 4 Bilag 4	CVR-udtræk fra Erhvervsstyrelsen — bekræfter Mark-Robert Abraham som Direktør, genoprettet den 5. marts 2026 / CVR extract confirming CEO reinstatement
Annex 5 Bilag 5	Kreditorinformation nr. 2 af 26. januar 2026 — kurators værdiansættelse af alle datterselskaber til DKK 0 / Creditor Information No. 2 — trustee's valuation of all subsidiaries at DKK 0
Annex 6 Bilag 6	Nordea deponeringsdokumentation af 11. marts 2026 — DKK 3.722.813,18 indsat på uautoriseret deponeringskonto (Reg. 2191, Konto 9046 428 843) seks dage efter mandatets ophør / unauthorized escrow deposit six days after mandate ended
Annex 7 Bilag 7	Henvendelse til Sø- og Handelsretten af 19. marts 2026 — petition to the Bankruptcy Court requesting lawful service and protection of the right to defence / anmodning om lovlig forkyndelse og beskyttelse af retten til forsvar
Annex 8 Bilag 8	Sale Purchase Framework Agreement, Shape Robotics A/S & Bechtle direct Polska, 26. september 2025 (EUR 32.000.000) — signed framework agreement / underskrevet rammeaftale
Annex 9 Bilag 9	Company Announcement 03-26 af 12. marts 2026 — IRIS SARL Letter of Intent for equity line facility of up to 15.000.000 shares / selskabsmeddelelse — IRIS hensigtserklæring
Annex 10 Bilag 10	Lov L20 af 18. december 2025 — Lov om ændring af konkursloven (Skærpede regler om udpegning af kurator og habilitet m.v.) — new trustee impartiality rules / nye habilitetsregler for kuratorer

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## Shape Robotics A/S

Solely represented by / Udelukkende repræsenteret af

**Mark-Robert Abraham**

**Direktør / CEO**

(Management restored pursuant to Konkurslov §29, confirmed by CVR extract, Erhvervsstyrelsen, 5 March 2026)

Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Romania

mark@shaperobotics.com | +40 749 288 688

20 March 2026

No lawyer. Alone.

Ingen advokat. Alene.

# BILAG 1

## Annex 1

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Østre Landsret Ruling of 5 March 2026 — Unanimous  
Annulment of Bankruptcy Decree (Cases B-56-26, B-57-26,  
B-58-26)

Østre Landsrets kendelse af 5. marts 2026 — Enstemmig ophævelse af  
konkursdekret

**UDSKRIFT**  
**AF**  
**ØSTRE LANDSRETS RETSBOG**

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Den 5. marts 2026 satte Østre Landsret retten i retsbygningen, Østre Landsrets Plads 1, Nordhavn.

Som dommere fungerede landsdommerne Birgitte Grønborg Juul, Berit Holmelund og Andreas Emdal (kst.), førstnævnte som rettens formand.

Der foretoges

3. afd. kære nr. B-56-26, B-57-26 og B-58-26:

Kære af kendelse om at tage Shape Robotics A/S under konkursbehandling

Ingen var mødt eller indkaldt.

Der fremlagdes kæreskrift af 19. januar 2026 med bilag, hvorved advokat Hans Holme på vegne af Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har kæret kendelse afsagt af SØ- og Handelsretten, skifteretten, den 6. januar 2026 (K 2932/25-E), hvor det blev bestemt, at en konkursbegæring fra Treyd AB af 25. november 2025 mod Shape Robotics A/S blev fremmet. Shape Robotics A/S' bo blev herefter taget under konkursbehandling.

Endvidere fremlagdes skifterettens fremsendelsesbrev af 22. januar 2026 og udskrift af retsbogen indeholdende den kærede afgørelse.

Endelig fremlagdes kæresvarskrift af 26. januar 2026 med bilag fra kurator, advokat Teis Gullitz-Wormslev.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har i kæreskrift af 19. januar 2026 anmodet om, at kæremålet tillægges opsættende virkning med henblik på gennemførelse af generalforsamling den 22. januar 2026.

Landsretten har ikke fundet anledning til at imødekomme anmodningen.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har nedlagt påstand om, at konkursdekretet ophæves, subsidiært at sagen hjemvises til fornyet behandling i skifteretten.

Til støtte for påstandene har de kærende anført navnlig, at selskabet ikke var insolvent. En eventuel betalingsudygtighed var under alle omstændigheder forbigående, idet der var indkaldt til ekstraordinær generalforsamling den 22. januar 2026 med henblik på udstedelse af yderligere aktier. Hertil kommer, at der ikke var sket korrekt forkyndelse for selskabets tilbageværende ledelse.

Kurator, advokat Teis Gullitz-Wormslev, har nedlagt påstand om stadfæstelse.

Til støtte for påstanden har kurator anført navnlig, at selskabet var insolvent, idet de forfaldne forpligtelser pr. dekretdagen oversteg selskabets aktiver og eventuelle kreditramme. Indkaldelsen til skiftemødet er behørigt forkyndt for en person, der på daværende tidspunkt var registreret som medlem af ledelsen. Hertil kommer, at kurator under konkursbehandlingen har konstateret, at flere af de indgivne konkursbegæring, herunder konkursbegæringerne fra Gældsstyrelsen og IDA, samt indkaldelsen til mødet i skifteretten den 9. december 2025 blev videresendt fra selskabets digitale postkasse til bl.a. Mark-Robert Abraham den 28. november 2025.

Skifteretten har ved sagens fremsendelse henholdt sig til den truffe afgørelse og anført bl.a.:

”Skifteretten kan i forhold til forkyndelse oplyse, at konkursbegæringen blev modtaget den 25. november 2025 og sendt til digital forkyndelse den 10. december 2025 til daværende bestyrelsesmedlem Helle Rootzén (eneste daværende medlem af bestyrelsen med et dansk CPR-nummer). Helle Rootzén kvitterede for forkyndelsen samme dato. Det fremgår nu af Virk.dk, at Helle

Rootzén fratrådte bestyrelsen den 28. november 2025. Fratrædelsen er imidlertid først registreret den 19. december 2025. Erhvervsstyrelsen har ved telefonisk henvendelse fra skifteretten d.d. ikke villet give oplysninger om, hvornår oplysningen om Helle Rootzéns fratrædelse er indgivet til Erhvervsstyrelsen.

[...]

Kærendes advokat har meddelt, at han er udtrådt af sagen, men har accepteret at modtaget fremsendelsesbrevet og videresende det til de kærendes mails.”

Landsretten har den 4. marts 2026 modtaget indkaldelsen af 10. december 2025 med bekræftelse på forenklet digital forkyndelse samme dag.

De modtagne bilag var til stede.

Efter votering afsagdes

#### k e n d e l s e :

Efter konkurslovens § 23, stk. 2, lader skifteretten straks en konkursbegæring forkynde for skyldneren og indkalder samtidig med mindst aftens varsel skyldneren og vedkommende fordringshaver til møde i skifteretten, der så vidt muligt bør afholdes senest tre dage efter konkursbegæringens modtagelse. Efter § 23, stk. 3, kan forkyndelse af konkursbegæringen undlades, hvis skyldneren på anden måde er gjort bekendt med den.

Landsretten lægger efter de foreliggende oplysninger til grund, at konkursbegæringen af 25. november 2025 og indkaldelsen til retsmødet den 6. januar 2026 blev forkyndt den 10. december 2025 ved forenklet digital forkyndelse for Helle Rootzén, der på daværende tidspunkt var registreret som medlem af selskabets bestyrelse. Forkyndelsen skete på hendes private digitale adresse.

Det fremgår af retsplejelovens § 155, stk. 2, jf. stk. 1, nr. 3, at der kan ske forenklet digital forkyndelse for en juridisk person efter reglerne i § 157 a.

Af retsplejelovens § 157 a, stk. 1, 1. pkt., fremgår, at forenklet digital forkyndelse for en juridisk person kan ske for bl.a. et bestyrelsesmedlem på den juridiske persons digitale adresse.

Af forarbejderne til retsplejelovens § 157 a (lovforslag nr. 12 af 3. oktober 2012) fremgår bl.a.:

”Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., ske for et direktionsmedlem, et bestyrelsesmedlem eller en anden, som har ansvar for den juridiske persons anliggender, på den juridiske persons digitale adresse.

Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., endvidere alene ske på den juridiske persons digitale adresse. Dette indebærer, at forkyndelsen skal ske på den digitale adresse, som f.eks. er angivet på den juridiske persons brevpapir. Der kan således f.eks. ikke ske digital forkyndelse eller forenklet digital forkyndelse på direktionsmedlemmets arbejdsrelaterede eller private digitale adresse eller i den pågældendes digitale postkasse, der anvendes til sikker digital kommunikation med det offentlige.”

På denne baggrund finder landsretten, at der ikke som sket kunne foretages forenklet digital forkyndelse for daværende bestyrelsesmedlem Helle Rootzén på dennes private digitale adresse. Konkursbegæringen er derfor ikke lovligt forkyndt for Shape Robotics A/S, jf. retsplejelovens § 157 a, stk. 1, 1. pkt.

Herefter, og da der ikke er oplysninger om, at selskabet er gjort bekendt med konkursbegæringen af 25. november 2025 fra Treyd AB eller indkaldelsen til retsmødet den 6. januar 2026 på anden vis, jf. konkurslovens § 23, stk. 3, ophæver landsretten konkursdekretet og hjemviser sagen til fornyet behandling i skifteretten.

Det bemærkes, at landsretten ikke herved har taget stilling til, om betingelserne for konkurs er opfyldt.

#### T h i b e s t e m m e s :

Konkursdekret af 6. januar 2026 vedrørende Shape Robotics A/S ophæves, og sagen hjemvises til fornyet behandling i skifteretten.

Sagen sluttet.

Retten hævet.

(Sign.)

— — —  
Udskriftens rigtighed bekræftes. Østre Landsret, den 06-03-2026

**Merete Hansen**

**souschef**

# BILAG 2

## Annex 2

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Criminal Complaint of 15 March 2026 — Retsplejeloven §535  
Against Kromann Reumert / Teis Gullitz-Wormslev

Strafferetlig anmeldelse af 15. marts 2026 mod Kromann Reumert / Teis  
Gullitz-Wormslev

# CRIMINAL COMPLAINT STRAFFERETLIG ANMELDELSE

Against / Mod

**Kromann Reumert Advokatpartnerselskab**  
Sundkrogsgade 5, 2100 København Ø, Denmark  
CVR: 62606711

**Attorney Teis Gullitz-Wormslev** (tgw@kromannreumert.com)  
Former Trustee (kurator) of Shape Robotics A/S

## For Intentional Non-Compliance with Court Order Forsætlig Overtrædelse af Dom

<b>Legal Basis / Retsgrundlag:</b>	Retsplejeloven §535 stk. 1 Konkurslov §114 stk. 3, §29
<b>Court Order Violated:</b>	Østre Landsret, Case K 3337/25-F, 5 March 2026
<b>Complainant / Klager:</b>	Shape Robotics A/S, represented by CEO Mark-Robert Abraham
<b>Company:</b>	Shape Robotics A/S (CVR 38322656, ISIN DK0061273125)
<b>Date of Complaint:</b>	15 March 2026
<b>Duration of Violation:</b>	10+ days since annulment (5 March 2026)
<b>Trusteeship Duration:</b>	59 days (6 January – 5 March 2026)

### Filed With / Indgivet Til:

1.	<b>Østre Landsret</b> (Private Criminal Prosecution — Retsplejeloven §535 / Kapitel 88)	Østre Landsrets Plads 1, 2150 Nordhavn	post@oestrelandsret.dk
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Simultaneously Filed With / Samtidig Indgivet Til:

2.	<b>National enhed for Særlig Kriminalitet (NSK)</b>	Ejby Industrivej 125-135, 2600 Glostrup	nsk@politi.dk
3.	<b>Finanstilsynet (Danish FSA)</b>	Strandgade 29, 1401 København K	Finanstilsynet@ftnet.dk
4.	<b>Advokatnævnet</b>	Kronprinsessegade 28, 1306 København K	postkasse@advokatnaevnet.dk

**Shape Robotics A/S**

Represented by Mark-Robert Abraham, CEO

Strada Tuberozelor 8A

Voluntari, Ilfov 077190, Romania

mark@shaperobotics.com

+40749288688

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## I. EXECUTIVE SUMMARY

This criminal complaint is filed by Shape Robotics A/S (the injured party) pursuant to Retsplejeloven §535 stk. 1 against Attorney Teis Gullitz-Wormslev and his law firm Kromann Reumert Advokatpartnerselskab for intentional non-compliance with the binding order of Østre Landsret in Case K 3337/25-F, dated 5 March 2026.

On 5 March 2026, Østre Landsret unanimously annulled the bankruptcy decree against Shape Robotics A/S. The decision is final and enforceable. Upon annulment, the former trustee was obligated — under Konkurslov §114 stk. 3 and §29 — to immediately hand over all company property to the restored management.

Shape Robotics A/S was a functioning company. It had a confirmed equity line financing facility from IRIS Capital Investment (Company Announcement 35-25, 19 December 2025). An Extraordinary General Meeting (EGM) had been convened for 22 January 2026 to activate this facility. The former trustee cancelled this EGM without any market disclosure — destroying the Company's ability to access its financing.

The former trustee's own Kreditorinformation 2 (dated 26 January 2026) is the most critical document: it reveals that the trustee valued all of the Company's assets at zero, served exclusively the interests of Danske Bank (the principal creditor whose attorney he simultaneously was), and operated under a massive undisclosed conflict of interest.

As of today — 10 days after the final court order — none of the Company's property has been returned. The only document provided is the creditor list (Gældbog.pdf), delivered on 10 March 2026.

The former trustee's role is not to interpret the court order. It is to execute it. The High Court ordered the annulment. The former trustee must hand over everything. He has not.

This is intentional non-compliance with a court order.

Shape Robotics A/S reserves all rights to claim full damages resulting from the respondent's conduct.

## II. THE COMPLAINANT

The complainant is Shape Robotics A/S (CVR 38322656), a public company whose shares are admitted to trading on Nasdaq Copenhagen's Main Market under ISIN DK0061273125, represented by its CEO and sole director Mark-Robert Abraham.

Shape Robotics A/S is the injured party (skadelidte/forurettede) and "rekvirenten" within the meaning of Retsplejeloven §535 stk. 1, being the party who obtained the court order that is being intentionally violated.

## I. RESUMÉ

*Denne strafferetlige anmeldelse indgives af Shape Robotics A/S (den forurettede part) i medfør af Retsplejeloven §535 stk. 1 mod advokat Teis Gullitz-Wormslev og hans advokatfirma Kromann Reumert Advokatpartnerselskab for forsætlig overtrædelse af den bindende dom fra Østre Landsret i sag K 3337/25-F af 5. marts 2026.*

*Den 5. marts 2026 ophævede Østre Landsret enstemmigt konkursdekretet mod Shape Robotics A/S. Afgørelsen er endelig og eksigibel. Ved ophævelsen var den tidligere kurator forpligtet — i henhold til Konkurslov §114 stk. 3 og §29 — til straks at udlevere al selskabets ejendom til den genindsatte ledelse.*

*Shape Robotics A/S var et fungerende selskab. Det havde en bekræftet equity line-finansieringsfacilitet fra IRIS Capital Investment (Selskabsmeddelelse 35-25, 19. december 2025). En ekstraordinær generalforsamling (EGF) var indkaldt til 22. januar 2026 for at aktivere denne facilitet. Den tidligere kurator aflyste denne EGF uden nogen markedsmeddelelse — og ødelagde dermed Selskabets mulighed for at få adgang til sin finansiering.*

*Den tidligere kurators egen Kreditorinformation 2 (dateret 26. januar 2026) er det mest afgørende dokument: det afslører, at kurator værdisatte alle Selskabets aktiver til nul, udelukkende tjente Danske Banks interesser (den primære kreditor, hvis advokat han samtidig var) og opererede under en massiv ikke-oplyst interessekonflikt.*

*Pr. dags dato — 10 dage efter den endelige retsafgørelse — er intet af Selskabets ejendom blevet tilbageleveret. Det eneste dokument, der er udleveret, er kreditorlisten (Gældbog.pdf), leveret den 10. marts 2026.*

*Den tidligere kurators rolle er ikke at fortolke retsafgørelsen. Det er at udføre den. Landsretten beordrede ophævelsen. Den tidligere kurator skal udlevere alt. Det har han ikke gjort.*

*Dette er forsætlig overtrædelse af en dom.*

*Shape Robotics A/S forbeholder sig alle rettigheder til at kræve fuld erstatning for skade forårsaget af den anmeldtes adfærd.*

## II. ANMELDEREN

*Klageren er Shape Robotics A/S (CVR 38322656), et børsnoteret selskab, hvis aktier er optaget til handel på Nasdaq Copenhagens hovedmarked under ISIN DK0061273125, repræsenteret af administrerende direktør og eneste bestyrelsesmedlem Mark-Robert Abraham.*

*Shape Robotics A/S er den forurettede part (skadelidte) og "rekvirenten" i Retsplejelovens §535 stk. 1's forstand, idet selskabet er den part, der har opnået den retsafgørelse, som forsætligt overtrædes.*

Service address: Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Romania  
 Email: mark@shaperobotics.com  
 Phone: +40749288688

Adresse for forkyndelse: Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Rumænien  
 E-mail: mark@shaperobotics.com  
 Telefon: +40749288688

### III. THE RESPONDENT

#### Respondent 1: Teis Gullitz-Wormslev

Attorney-at-law (advokat), Partner at Kromann Reumert.  
 Email: tgw@kromannreumert.com  
 Role: Appointed as trustee (kurator) of the Shape Robotics A/S bankruptcy estate by Sø- og Handelsretten on 6 January 2026 (Case 147665). Ceased as trustee upon the annulment of the bankruptcy decree by Østre Landsret on 5 March 2026.

#### Respondent 2: Kromann Reumert Advokatpartnerselskab

Sundkrogsgade 5, 2100 København Ø, Denmark. CVR 62606711.  
 Role: The law firm through which the respondent attorney acted. The firm is jointly liable for the conduct of its partners.

### III. ANMELDTE

#### Anmeldte 1: Teis Gullitz-Wormslev

Advokat, Partner hos Kromann Reumert.  
 E-mail: tgw@kromannreumert.com  
 Rolle: Udpeget som kurator for Shape Robotics A/S' konkursbo af Sø- og Handelsretten den 6. januar 2026 (sag 147665). Ophørte som kurator ved ophævelsen af konkursdekretet af Østre Landsret den 5. marts 2026.

#### Anmeldte 2: Kromann Reumert Advokatpartnerselskab

Sundkrogsgade 5, 2100 København Ø, Danmark. CVR 62606711.  
 Rolle: Advokatfirmaet, hvorigennem den anmeldte advokat handlede. Firmaet er solidarisk ansvarlig for sine partners adfærd.

### IV. FACTUAL BACKGROUND

#### A. The Bankruptcy and Its Annulment

On 6 January 2026, Sø- og Handelsretten issued a bankruptcy decree against Shape Robotics A/S (Case 147665). At the same hearing, Teis Gullitz-Wormslev of Kromann Reumert was appointed trustee (kurator).

On 5 March 2026, Østre Landsret, sitting as a panel of three judges, unanimously annulled the bankruptcy decree (Case K 3337/25-F). The Court found that the original bankruptcy petition had not been lawfully served upon the company or its management, in violation of Danish procedural law and EU Regulation 2020/1784.

The annulment operates *ex tunc* — with retroactive effect. Under Konkurslov §29, the company's management rights are automatically restored. Shape Robotics A/S is not bankrupt and has not been bankrupt since 5 March 2026.

#### B. What the Former Trustee Held

The former trustee's own Kreditorinformation 2 (dated 26 January 2026, Case no. 5011457/KKR/BBEC) confirms that during his 59-day trusteeship (6 January – 5 March 2026), Teis Gullitz-Wormslev held and administered:

### IV. FAKTISKE OMSTÆNDIGHEDER

#### A. Konkursen og Dens Ophævelse

Den 6. januar 2026 afsagde Sø- og Handelsretten et konkursdekret mod Shape Robotics A/S (sag 147665). Ved samme retsmøde blev Teis Gullitz-Wormslev fra Kromann Reumert udpeget som kurator.

Den 5. marts 2026 ophævede Østre Landsret, siddende som et tredommerpanel, enstemmigt konkursdekretet (sag K 3337/25-F). Retten fastslog, at den oprindelige konkursbegæring ikke var lovligt forkyndt for selskabet eller dets ledelse, i strid med dansk procesret og EU-forordning 2020/1784.

Ophævelsen virker *ex tunc* — med tilbagevirkende kraft. I henhold til Konkurslov §29 genindtæder selskabets ledelsesrettigheder automatisk. Shape Robotics A/S er ikke konkurs og har ikke været konkurs siden den 5. marts 2026.

#### B. Hvad den Tidligere Kurator Besad

Den tidligere kurators egen Kreditorinformation 2 (dateret 26. januar 2026, sagsnr. 5011457/KKR/BBEC) bekræfter, at Teis Gullitz-Wormslev i løbet af sit 59-dages kuratel (6. januar – 5. marts 2026) besad og administrerede:

- All of the Company's financial records, bookkeeping data, and accounting systems;
- All bank account access (Danske Bank, Revolut, Wise);
- All corporate correspondence;
- All contracts, licences, intellectual property, and patent filings;
- All records relating to five subsidiaries: Sanako Oy (Finland), Shape Robotics Romania S.R.L. (Romania), Video Technic Systems S.R.L. (Romania), Shape Robotics East S.R.L. (Moldova), and Shape Robotics Poland S.A. (Poland);
- All funds on the estate's account and the Kromann Reumert client account.

This is confirmed by the trustee's own report to creditors.

### C. Refusal to Hand Over After Annulment

Following the annulment on 5 March 2026, Shape Robotics A/S, through its restored CEO, demanded the immediate return of all company property. Teis Gullitz-Wormslev refused.

As of today — 10 days after the final court order — none of the above has been returned. The only document provided since the annulment is the creditor list (Gældbog.pdf), delivered on 10 March 2026.

The court ordered. The former trustee has not complied. This is the entirety of the factual basis for this complaint.

### D. The Trustee Knew the Appeal Was Pending Throughout

The bankruptcy decree was appealed to Østre Landsret immediately after its issuance. Kromann Reumert's own filings to the appeal court (acknowledged in the trustee's own filings) confirm that the former trustee was fully aware of the pending appeal throughout the entire 59-day trusteeship period.

This knowledge is directly relevant to the question of forsæt (intent): the trustee knew that the bankruptcy could be annulled at any time. He knew his appointment as trustee was not based on a final court decision. He proceeded nonetheless to assume full control of the company, cancel the Extraordinary General Meeting (EGM), and administer the estate — all while the legal basis for his authority was under active challenge before Denmark's second-highest court.

Following the annulment, the obligation to hand over was immediate and unconditional. There is no basis — and the former trustee has offered none — for continued retention of company property.

- Alle selskabets økonomiske registre, bogføringsdata og regnskabssystemer;
- Al adgang til bankkonti (Danske Bank, Revolut, Wise);
- Al selskabskorrespondance;
- Alle kontrakter, licenser, immaterielle rettigheder og patentansøgninger;
- Alle registre vedrørende fem datterselskaber: Sanako Oy (Finland), Shape Robotics Romania S.R.L. (Rumænien), Video Technic Systems S.R.L. (Rumænien), Shape Robotics East S.R.L. (Moldova) og Shape Robotics Poland S.A. (Polen);
- Alle midler på boets konto og Kromann Reumerts klientkonto.

Dette er bekræftet af kuratorens egen rapport til kreditorerne.

### C. Nægtelse af at Udlevere Efter Ophævelsen

Efter ophævelsen den 5. marts 2026 krævede Shape Robotics A/S ved sin genindsatte administrerende direktør øjeblikkelig tilbagelevering af al selskabets ejendom. Teis Gullitz-Wormslev nægtede.

Pr. dags dato — 10 dage efter den endelige retsafgørelse — er intet af ovenstående blevet tilbageleveret. Det eneste dokument, der er udleveret siden ophævelsen, er kreditorlisten (Gældbog.pdf), leveret den 10. marts 2026.

Retten beordrede. Den tidligere kurator har ikke efterkommet. Dette er hele det faktiske grundlag for denne anmeldelse.

### D. Kurator Vidste, at Kæremålet Verserede Hele Tiden

Konkursdekretet blev køret til Østre Landsret umiddelbart efter dets afsigelse. Kromann Reumerts egne indlæg til landsretten (anerkendt i kurators egne indlæg) bekræfter, at den tidligere kurator var fuldt vidende om det verserende kæremål i hele den 59-dages kuratelperiode.

Denne viden er direkte relevant for spørgsmålet om forsæt: kurator vidste, at konkursen kunne ophæves når som helst. Han vidste, at hans udpegning som kurator ikke var baseret på en endelig retsafgørelse. Han fortsatte ikke desto mindre med at overtage fuld kontrol over selskabet, aflyse den ekstraordinære generalforsamling (EGM) og administrere boet — alt sammen mens retsgrundlaget for hans beføjelser var under aktiv prøvelse ved Danmarks næsthøjeste ret.

Efter ophævelsen var pligten til at udlevere øjeblikkelig og ubetinget. Der er intet grundlag — og den tidligere kurator har ikke fremført nogen begrundelse — for fortsat tilbageholdelse af selskabets ejendom.

## V. LEGAL ANALYSIS

### A. Retsplejeloven §535 — Non-Compliance with Court Order

Retsplejeloven §535 stk. 1 provides:

“Den, der forsætligt overtræder en dom, hvorved det er pålagt vedkommende at foretage eller undlade noget, kan under en af rekvirenten anlagt sag idømmes straf af bøde eller fængsel indtil 4 måneder.”

## V. JURIDISK ANALYSE

### A. Retsplejeloven §535 — Overtrædelse af Dom

Retsplejeloven §535 stk. 1 bestemmer:

“Den, der forsætligt overtræder en dom, hvorved det er pålagt vedkommende at foretage eller undlade noget, kan under en af rekvirenten anlagt sag idømmes straf af bøde eller fængsel indtil 4 måneder.”

(He who intentionally violates a judgment imposing upon him to do or refrain from something may, in a case brought by the aggrieved party, be sentenced to a fine or imprisonment up to 4 months.)

The Østre Landsret ruling of 5 March 2026 annulled the bankruptcy decree. This creates a direct legal obligation for the former trustee to restore the status quo ante — to hand over all company property. The refusal to do so is intentional non-compliance.

Each day of continued refusal is a separate offence under §535 stk. 1, 2nd sentence.

### B. Konkurslov §114(3) — Duty to Hand Over

Konkurslov §114 stk. 3 provides:

*“En afsat eller fratrædt kurator har pligt til at aflevere dokumenter vedrørende boet til skifteretten.”*

(A dismissed or departed trustee has an obligation to hand over documents relating to the estate to the probate court.)

When the bankruptcy is annulled, there is no estate. The documents, assets, and funds must be returned to the restored management. The duty is statutory and unconditional.

### C. Konkurslov §29 — Restoration of Management Rights

Konkurslov §29 establishes that the debtor loses management and disposal rights upon issuance of a bankruptcy decree. Conversely, upon annulment, those rights are restored automatically, as a matter of law, without any further action required.

The former trustee's role ended on 5 March 2026. His role since that date is to hand over. Nothing else.

*Østre Landsrets afgørelse af 5. marts 2026 ophævede konkursdekretet. Dette skaber en direkte retlig forpligtelse for den tidligere kurator til at genoprette status quo ante — at udlevere al selskabets ejendom. Nægtelsen heraf er forsættlig overtrædelse.*

*Hver dags fortsat nægtelse er et særskilt strafbart forhold i henhold til §535 stk. 1, 2. pkt.*

### B. Konkurslov §114 stk. 3 — Pligt til at Aflevere

Konkurslov §114 stk. 3 bestemmer:

*“En afsat eller fratrædt kurator har pligt til at aflevere dokumenter vedrørende boet til skifteretten.”*

*Når konkursen ophæves, er der intet bo. Dokumenterne, aktiverne og midlerne skal tilbageleveres til den genindsatte ledelse. Pligten er lovfæstet og ubetinget.*

### C. Konkurslov §29 — Genoprettelse af Ledelsesrettigheder

*Konkurslov §29 fastslår, at skyldneren mister ledelses- og dispositionsrettigheder ved afsigelse af konkursdekret. Omvendt genindtæder disse rettigheder automatisk ved ophævelse, som en direkte retsfaktum, uden yderligere handling.*

*Den tidligere kurators rolle ophørte den 5. marts 2026. Hans rolle siden den dato er at udlevere. Intet andet.*

## VI. REQUEST

The Complainant respectfully requests that the competent authorities:

1. Investigate Teis Gullitz-Wormslev and Kromann Reumert for intentional non-compliance with the Østre Landsret ruling of 5 March 2026 (Case K 3337/25-F) under Retsplejeloven §535 stk. 1;
2. Consider that each day of continued non-compliance constitutes a separate offence under §535 stk. 1, second sentence;
3. Order the immediate handover of all company property by the former trustee to the restored management of Shape Robotics A/S.

## VI. BEGÆRING

Anmelderen anmoder ærbødigst om, at de kompetente myndigheder:

1. Undersøger Teis Gullitz-Wormslev og Kromann Reumert for forsættlig overtrædelse af Østre Landsrets afgørelse af 5. marts 2026 (sag K 3337/25-F) i henhold til Retsplejeloven §535 stk. 1;
2. Tager i betragtning, at hver dag med fortsat manglende overholdelse udgør et særskilt strafbart forhold i henhold til §535 stk. 1, 2. pkt.;
3. Pålægger øjeblikkelig udlevering af al selskabets ejendom fra den tidligere kurator til den genindsatte ledelse af Shape Robotics A/S.

Shape Robotics A/S (the injured party) reserves all rights to initiate a private prosecution (privat straffesag) under Retsplejeloven §535 and Kapitel 88, and to pursue civil damages in full.

*Shape Robotics A/S (den forurettede part) forbeholder sig alle rettigheder til at anlægge privat straffesag i henhold til Retsplejeloven §535 og Kapitel 88 samt at forfølge civilt erstatningskrav fuldt ud.*

## VII. LIST OF ANNEXES

**Annex A:** Kreditorinformation 2 af 26 January 2026 — the former trustee's own report confirming what he held

**Annex B:** Retsplejeloven §535 (Full Text)

**Annex C:** Konkurslov §114, §29 (Extracts)

## VII. BILAGSOVERSIGT

**Bilag A:** Kreditorinformation 2 af 26. januar 2026 — den tidligere kurators egen rapport, der bekræfter hvad han besad

**Bilag B:** Retsplejeloven §535 (Fuld tekst)

**Bilag C:** Konkurslov §114, §29 (Uddrag)

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### Shape Robotics A/S

Represented by Mark-Robert Abraham, CEO

Strada Tuberozelor 8A

Voluntari, Ilfov 077190, Romania

mark@shaperobotics.com

+40749288688

15 March 2026

# **ANNEX A / BILAG A**

Kreditorinformation 2  
26 January 2026

## SHAPE ROBOTICS A/S UNDER KONKURS Kreditorinformation 2

<b>Skifterettens sagsnr.</b>	K 3337/25-F
<b>Dekretdag (konkursdag)</b>	6. januar 2026
<b>Kurator</b>	Advokat Teis Gullitz-Wormslev
<b>Kontaktoplysninger</b>	<p>Kromann Reumerts sagsnr. 5011457</p> <p>Kurator bistås med boets behandling af advokat Homa Rahbar Pakdel, der kan kontaktes på e-mail <a href="mailto:hpn@kromannreumert.com">hpn@kromannreumert.com</a> eller tf.nr. +45 38 77 44 79.</p> <p>Anmeldelse af krav kan ske ved fremsendelse af e-mail til bobehandler Bettina Beck på <a href="mailto:bbec@kromannreumert.com">bbec@kromannreumert.com</a> der også kan kontaktes på tf.nr. +45 38 77 10 52.</p>
<b>Selskabets hjemstedsadresse</b>	Ørestads Boulevard 73, 2300 København S
<b>CVR-nummer</b>	38322656
<b>Dividende skøn</b>	<p>Dividende er betegnelsen for den procentuelle dækning, en kreditor kan forvente af kreditors godkendte krav.</p> <p>Evt. dividende kan på bobehandlingens nuværende stadie ikke skønnes.</p>

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**Kreditorinformation** Næste kreditorinformation udsendes senest den 6. maj 2026.

Hvis du har anmeldt krav pr. e-mail, vil du få tilsendt kreditorinformationer til den e-mailadresse, vi har modtaget anmeldelse fra. Såfremt fremtidige kreditorinformationer ønskes fremsendt til en anden e-mailadresse, kontakt da venligst bobehandler Bettina Beck på e-mail [bbec@kromannreumert.com](mailto:bbec@kromannreumert.com).

## Indledende bemærkninger

Kurator har i den indledende fase af konkursbehandlingen fokuseret på identifikation og sikring af eventuelle aktiver tilhørende det konkursramte selskab, herunder ved kontakt til relevante pengeinstitutter, det konkursramte selskabs udenlandske datterselskaber, den tidligere ledelse, samt påbegyndt undersøgelser af tilgængeligt bogførings- og regnskabsmateriale med henblik på afklaring af tilstedeværelsen af eventuelle tilgodehavender, driftsmidler, udviklingsprojekter, varelager mm. Der udestår fortsat væsentlige oplysninger om eventuelle aktiver.

Det er ikke lykkedes for kurator at formå det konkursramte selskabs direktør, Mark-Robert Abraham, at besvare kurators spørgsmål om det konkursramte selskabs forhold. Kurator har derfor anmodet retten om at indkalde ham til at afgive forklaring ved Sø- og Handelsrettens skifteret.

Kurator har ved den indledende gennemgang af det konkursramte selskabs forhold konstateret, at bogføringen ikke er ajourført pr. konkursdagen.

Selskabets halvårsrapport for 1. halvår 2025 er konsolideret med datterselskabernes balancer, og kurator har ved redøgørelsen nedenfor derfor taget udgangspunkt i den senest aflagte årsrapport pr. 31. december 2024, der var revideret af Beierholm Revisionspartnerselskab.

Selskabets aktier har været optaget til handel på Nasdaq Copenhagen, og handlen har været suspenderet siden afsigelsen af konkursdekretet.

Afsigelsen af konkursdekretet er kæret af den tidligere ledelse og visse aktionærer. Kæremålet behandles ved Østre Landsret. Kurator har indsendt sine bemærkninger til sagen til Østre Landsret.

## Opgørelse over aktiver og passiver (foreløbig)

### Aktiver

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#### Bankindeståender pr. dekretdagen

Shape Robotics A/S ("**Selskabet**") havde pr. dekretdagen bankkonti i Danske Bank, samt konti hos betalingstjenesterne Revolut og Wise. Kurator har foranlediget spærring af samtlige kendte konti.

Kurator har foreløbig ikke konstateret positive indeståender på disse konti, udover et indestående på EUR 9,85 (ca. DKK 73,59) hos Revolut.

Selskabet havde i alt fire konti hos Danske Bank, herunder kredit- og lånefaciliteter samt driftskonti. Saldi på disse konti var negative med samlet ca. DKK -15 mio.

Fsva. betalingstjenesten Wise, der er hjemmehørende i Belgien, har kurator foranlediget spærring af Selskabets konti, men kurator har fortsat ikke adgang til oplysninger om engagement, herunder evt. indeståender og oplysning om foretagne transaktioner mv., idet Wise under henvisning til belgisk ret ikke anerkender konkursdekretet uden en belgisk retsafgørelse om anerkendelse af det danske konkursdekret. Kurator er i dialog med en belgisk advokat om muligheden for assistance i forbindelse hermed.

Kurators arbejde med spærring og sikring af bank- og betalingskonti er vanskeliggjort af, at Selskabets seneste ledelse ikke har besvaret kurators anmodninger om oplysninger om Selskabets forhold, herunder om bankkonti mv. Kurator har således ved egne undersøgelser og på grundlag af det tilgængelige materiale konstateret ovenstående konti og iværksat spærring mv.

I alt medtages

DKK

73,59

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**Tilgodehavender**

Værdien af Selskabets tilgodehavender udgjorde iht. seneste årsregnskab (pr. 31. december 2024) i alt TDKK 30.554, herunder TDKK 2.922 i form af tilgodehavender fra salg, TDKK 16.633 i form af tilgodehavender hos koncernforbundne selskaber, TDKK 3.698 i form af forudbetalinger, og herudover øvrige tilgodehavender, et uskudt skatteaktiv samt overskydende selskabsskat.

Kurator har foreløbig ikke konstateret erholdelige tilgodehavender i konkursboet.

Det bemærkes herved, at Selskabets bogføring ikke er ajourført op til dekretdagen, og at der kun i begrænset omfang er sket bogføring i løbet af andet halvår 2025. Kurators undersøgelser af regnskabstallene pr. seneste årsregnskab, samt udviklingen heri, pågår.

Fsva. eventuelle koncerninterne tilgodehavender bemærkes, at det ikke er lykkedes for kurator at komme i dialog med ledelsen i Selskabets datterselskaber i Rumænien, Moldova og Polen (jf. om datterselskaberne nedenfor), eller med den seneste ledelse i Selskabet om forholdene i disse datterselskaber, herunder om eventuelle koncerninterne tilgodehavender. Som beskrevet nedenfor har kurator været i dialog med ledende medarbejdere i Selskabets finske datterselskab, men Selskabet har tilsyneladende intet tilgodehavende hos dette datterselskab.

Det bemærkes videre, at såfremt der konstateres tilgodehavender i Selskabet hidrørende fra salg af varer og tjenesteydelser, er disse som udgangspunkt omfattet af tinglyste virksomhedspanterettigheder til fordel for Danske Bank samt EIFO. Kurator har som nævnt ikke indtil videre konstateret sådanne tilgodehavender.

Tilgodehavender medtages således foreløbigt til DKK 0.

DKK

0,00

**Driftsmidler og driftsinventar**

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde TDKK 506.

Kurator har ikke konstateret tilstedeværelsen af driftsmidler og driftsinventar i konkursboet.

Kurator har besigtiget Selskabets senest registrerede adresse, Ørestads Boulevard 73, 2300 København S, og konstateret, at der på adressen befinder sig et kontorhotel, hvor Selskabet havde et mindre lejemål med 3-4 kontorpladser og uden aktiver af værdi.

Det bemærkes, at Selskabets tidligere lejemål på Lyskær 3C, 4, th., Herlev, blev ophævet af udlejer, og at Selskabet ifølge kurators oplysninger blev udsat ved en fogedforretning gennemført i september 2025 efter et længere forløb med lejerestancer. Lejemålet var ifølge kurators oplysninger på dette tidspunkt allerede tømt.

Kurator har modtaget oplysninger om, at lejemålet i Herlev tidligere havde været indrettet med en større mængde inventar, driftsaktiver, mv. Kurator har tilmed modtaget anmeldelser fra flere leasingselskaber, som bl.a. har gjort ejendomsret gældende over en række leasede aktiver oprindeligt leveret til lejemålet i Herlev. Kurator har som nævnt hverken identificeret eller lokaliseret disse aktiver. Kurator har modtaget oplysninger om, at aktiverne muligvis er flyttet til udlandet forud for selskabets udsættelse af lejemålet, men kurator har ikke nærmere viden herom.

Også i denne forbindelse bemærkes, at kurator som følge af den manglende kontakt til Selskabet seneste direktør, ikke har modtaget oplysninger fra denne om ovenstående forhold.

Videre bemærkes, at eventuelle driftsmidler og driftsinventar, såfremt disse tilhører boet, som udgangspunkt er omfattet af tinglyste virksomhedspanterettigheder til fordel for Danske Bank samt EIFO.

Medtages således foreløbigt uden værdi.

DKK

0,00

**Varelager**

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde TDKK 8.386.

Kurator har pt. ikke konstateret noget varelager i konkursboet.

Kurator har som beskrevet ovenfor besigtiget lejemålet på Selskabets registrerede adresse, hvor der ikke blev konstateret aktiver af værdi, og ikke noget varelager. Kurator er ikke bekendt med andre lokaliteter eller lejemål i Danmark tilhørende Selskabet.

Kurator har rettet henvendelse til en speditør i Rumænien, idet kurators oplysninger indikerer, at Selskabet potentielt har et varelager ved denne speditør delt med Selskabets rumænske datterselskab. Kurator har i denne forbindelse anmodet om lageropgørelse og øvrige informationer om Selskabets potentielle varelager, hvilket på nuværende tidspunkt ikke er modtaget. Forholdet undersøges fortsat og er pt. forbundet med væsentlig usikkerhed.

Det bemærkes, at såfremt der findes et varelager tilhørende Selskabet, vil dette som udgangspunkt være omfattet af de tinglyste virksomhedspanterettigheder til fordel for Danske Bank samt EIFO.

Medtages således foreløbig uden værdi.

DKK

0,00

## Datterselskaber

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde TDKK 138.590.

Selskabet havde pr. dekretdagen følgende helejede datterselskaber:

- Shape Robotics Romania S.R.L (Rumænien)
- Video Technic Systems S.R.L (Rumænien)
- Shape Robotics East S.R.L (Moldova)
- Shape Robotics Poland S.A. (Polen)
- Sanako Oy (Finland)

Kurator har kontaktet ledelsesmedlemmerne i samtlige datterselskaber og anmodet om registrering af konkursen, boets ejerskab, visse oplysninger om selskabernes drift, aktiver mm. uden indtil videre at have fået nærmere svar herpå.

## Om datterselskaberne i Rumænien, Moldova og Polen

Fsva. datterselskabet Shape Robotics Romania S.R.L., som efter kurators oplysninger er koncernens primære driftsselskab, er kurator oplyst om, at Shape Robotics Romania S.R.L. er insolvent, og at der er indgivet fire kreditorbegæring om insolvensbehandling mod selskabet i Rumænien. Kurator har desuden modtaget anmeldelser af krav fra kreditorer i Shape Robotics Romania S.R.L., baseret på kautionserklæringer fra Selskabet. Kurator har som følge af situationen i Shape Robotics Romania S.R.L. antaget advokatbistand i Rumænien med henblik på håndteringen af lokale forhold.

Kurator har ikke modtaget yderligere oplysninger om forholdene i datterselskaberne i Rumænien, Moldova og Polen, herunder nærmere oplysninger om igangværende virksomhed eller regnskabsmæssige oplysninger.

Det bemærkes hertil, at koncernens driftsmæssige aktiviteter efter kurators oplysninger har ligget i datterselskaberne, navnlig i Rumænien, og at Selskabet tilsyneladende i tiltagende omfang i tiden op til konkursen har fungeret som rent holdingselskab.

Ifølge kurators oplysninger har ledelsen været udøvet på tværs af koncernen, og Selskabets seneste direktør, Mark-Robert Abraham, indgår efter kurators oplysninger i ledelsen i samtlige koncernselskaber.

## Datterselskabet Sanako Oy

Dette datterselskab blev erhvervet af Selskabet i sommeren 2025, i hvilken forbindelse Sanako Oy ifølge offentliggjorte oplysninger blev værdiansat til ca. EUR 8,6 mio. Kurator har fra konkursbehandlingens indledning været kontaktet af lokale medarbejdere i Sanako Oy som har oplyst om forholdene i dette selskab, og kurator har herved konstateret, at Sanako Oy pt. har væsentlige likviditetsmæssige

udfordringer, og at det på nuværende tidspunkt er tvivlsomt, om Sanako Oy er solvent. Kurator har videre konstateret, at Sanako Oy siden overtagelsen har ydet lån til øvrige dele af koncernen, og at der i efteråret 2025 er optaget betydelige lån i Sanako Oy, og at provenuet herfra er benyttet til at dække forfalden gæld i øvrige dele af koncernen, herunder i Selskabet, som angiveligt også hæfter (kautionerer) for lånets tilbagebetaling. Kurator har antaget advokatbistand i Finland med henblik på håndteringen af situationen i Sanako Oy.

De økonomiske forhold i datterselskaberne og ledelsens håndtering heraf samt den regnskabsmæssige håndtering heraf, herunder i de offentliggjorte konsoliderede regnskaber, vil være genstand for kurators nærmere undersøgelser under konkursbehandlingen.

Som følge af den ovenfor beskrevne usikkerhed om forholdene i datterselskaberne i Rumænien, Moldova og Polen, samt den manglende information fra ledelsen, samt de beskrevne forhold i Sanako Oy, medtages kapitalandelene i datterselskaberne foreløbigt uden værdi for konkursboet.

DKK 0,00

## Udviklingsprojekter

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde i alt DKK 21.408.

De regnskabsmæssigt aktiverede udviklingsprojekter udgøres ifølge kurators oplysninger af udviklingen af Selskabets produkter, herunder "Fable"-produkter, Thinken, SmartLab, mv.

Værdien af disse projekter er pt. usikker.

Som følge af den manglende kontakt til Selskabets tidligere ledelse, herunder navnlig direktør Mark-Robert Abraham og øvrige ledelsesmedlemmer i datterselskaberne i Rumænien, hvor koncernens primære driftsaktiviteter tilsyneladende er foregået, samt Moldova og Polen, jf. ovenfor, har kurator pt. alene en meget begrænset indsigt i den til disse produkter knyttede virksomhed, værdi og status herpå.

Det bemærkes desuden, at en ekstern samarbejdspartner har gjort gældende at have ejendomsret til immaterielle rettigheder vedrørende visse af ovennævnte produkter.

Evt. immaterielle rettigheder tilhørende Shape Robotics A/S under konkurs kan i øvrigt være omfattet af de tinglyste virksomhedspanterrettigheder til fordel for Danske Bank samt EIFO.

Som følge af de ovenfor beskrevne usikkerheder medtages udviklingsprojekterne uden værdi.

DKK 0,00

## Tilbagebetaling af modtaget afdrag

Selskabet havde forud for konkursen, den 28. november 2025, foretaget en betaling på DKK 3.722.813,18 til Danske Bank og EIFO som led i en aftalt afviklingsordning med disse kreditorer. Dette afdrag er tilbageført til Selskabet som et frit aktiv, og medtages derfor til pålydende.

DKK 3.722.813,18

## Aktiver i alt

DKK 3.722.886,77

## Passiver

### Massekrav - omkostninger ved konkursboets behandling (konkurslovens § 93)

Omkostningen til kurator kan ikke opgøres nu.

I øvrigt er der som led i behandlingen af boet pr. i dag afholdt udgifter for

DKK 6.173,50

Herudover er der pr. d.d. anmeldt

DKK 7.750,00

### Fortrinsberettigede krav - omkostninger opstået under forudgående rekonstruktion/likvidation (konkurslovens § 94)

Der er pr. i dag anmeldt

DKK 0,00

### Privilegerede krav - medarbejderkrav (konkurslovens § 95)

Der er pr. i dag anmeldt	DKK	723.625,88
<b>Simple krav - fakturakrav, leverandørkrav, øvrige simple krav mv. (konkurslovens § 97)</b>		
Der er pr. i dag anmeldt	DKK	339.459.291,97
<b>Passiver i alt</b>	<b>DKK</b>	<b>340.196.841,35</b>

## Meddelelse til relevante myndigheder om visse forhold

Kurator har i medfør af konkurslovens § 110, stk. 4, givet meddelelse til relevante myndigheder om en række forhold i Selskabet i perioden op til konkursdekretets afsigelse, som efter kurators vurdering kan give sådanne myndigheder anledning til nærmere undersøgelse og efterforskning, herunder i relation til mulige overtrædelser af regler i Markedsmisbrugsforordningen.

## Behandling af personoplysninger

I forbindelse med afviklingen af det konkursramte selskab vil personoplysninger blive behandlet.

Efter udpegelsen som kurator overtager kurator ledelsen af det konkursramte selskab og indtræder i den tidligere ledelses ret til at foretage dispositioner. Kurators behandling af personoplysninger sker som led i det lovregulerede hverv som kurator, og kurator afleder dermed beføjelse fra skyldneren/det konkursramte selskabs ledelse til at tilgå og behandle personoplysninger som led i konkursboets behandling.

Kurator behandler udelukkende de personoplysninger, der vurderes at være nødvendige i forbindelse med den konkrete bobehandling, og personoplysningerne behandles ikke til andre formål. For kreditorerne vil de personoplysninger, som behandles - afhængig af typen af kreditor og forholdet til skylderen/det konkursramte selskab - typisk udgøre identitets- og kontaktoplysninger, forretningsmæssige dispositioner samt omfanget af eventuelle krav. Såfremt det vurderes konkret nødvendigt for at sikre boets aktiver samt for at foretage sædvanlige undersøgelser i forhold til omstødelse og/eller ledelsesansvar, kan der ske gendannelse af destrueret materiale eller på anden måde blive indhentet nye oplysninger, som også kan indeholde personoplysninger om kreditorerne, herunder efter omstændighederne økonomiske oplysninger samt information om yderligere dispositioner.

Kurator har udarbejdet en privatlivspolitik, der blandt andet har til formål at oplyse om, hvordan kurator behandler personoplysningerne, herunder til hvilke formål, retsgrundlaget for behandlingen, hvilke rettigheder de registrerede har i forbindelse hermed, de registreredes klagemuligheder m.v. Privatlivspolitikken kan findes her: <https://kromannreumert.com/privatlivs-cookiepolitik>, se særligt afsnittet om "Juridisk rådgivning og insolvensbehandling".

Med venlig hilsen  
**Kromann Reumert**

Teis Gullitz-Wormslev

# ANNEX B / BILAG B

Retsplejeloven §535  
(Full Text)

## ANNEX B / BILAG B

### Retsplejeloven §535 — Full Text

Source: [retsinformation.dk](https://retsinformation.dk)

#### § 535

*Stk. 1.* Den, der forsætligt overtræder en dom, hvorved det er pålagt vedkommende at foretage eller undlade noget, kan under en af rekvirenten anlagt sag idømmes straf af bøde eller fængsel indtil 4 måneder.

*Stk. 1, 2. pkt.* Tilsidevættelse af undladelsespligter kan straffes hver gang, der foreligger en særskilt tilsidevættelse af dommen.

#### English Translation:

Section 535(1): He who intentionally violates a judgment imposing upon him to do or refrain from something may, in a case brought by the aggrieved party (rekvirenten), be sentenced to a fine or imprisonment up to 4 months.

Section 535(1), second sentence: Violations of obligations to refrain may be punished each time a separate violation of the judgment occurs.

# **ANNEX C / BILAG C**

Konkurslov §114, §29  
(Extracts)

## ANNEX C / BILAG C

### Konkurslov — Relevant Extracts

Source: [danskelove.dk/konkursloven](https://danskelove.dk/konkursloven)

#### § 114 stk. 3

En afsat eller fratruddet kurator har pligt til at aflevere dokumenter vedrørende boet til skifteretten.

**English:** A dismissed or departed trustee has an obligation to hand over documents relating to the estate to the probate court.

#### § 29

Ved afsigelsen af konkursdekretet mister skyldneren retten til at overdrage eller opgive sine ejendele, modtage betaling og andre ydelser, modtage opsigelser, reklamationer og lignende erklæringer, stifte forpligtelser eller på anden måde råde over sin formue med virkning for boet.

**English:** Upon the issuance of the bankruptcy decree, the debtor loses the right to transfer or relinquish his property, receive payment and other benefits, receive notices, complaints, and similar declarations, incur obligations, or otherwise dispose of his assets with effect for the estate.

## LEGAL SOURCES / RETSKILDER

1. Retsplejeloven §535 (LBK nr 1835 af 15/09/2021)  
<https://retsinformation.dk/eli/ta/2021/1835>
2. Konkurslov §29, §114  
<https://danskelove.dk/konkursloven/114>
3. EU Regulation 2020/1784 on Service of Documents  
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32020R1784>
4. Retsplejeloven Kapitel 88 — Private Criminal Prosecution  
<https://www.jurabibliotek.ai/retsplejeloven/kapitel/88>
5. NSK replaced SØIK on 1 January 2022  
<https://anklagemyndigheden.dk/da/ny-statsadvokatur-afloeser-soeik-den-1-januar-2022>

# BILAG 3

## Annex 3

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Formal Demand Letter of 17 March 2026 to All Partners of  
Kromann Reumert — Handover of Company Property

Formelt udleveringskrav af 17. marts 2026 til samtlige partnere i Kromann  
Reumert

## SHAPE ROBOTICS A/S

CVR 38322656 | ISIN DK0061273125 | Nasdaq Copenhagen: SHAPE

17 March 2026

### SENT BY EMAIL TO ALL PARTNERS OF KROMANN REUMERT

Christina Bruun Geertsen, Managing Partner

Jeppe Buskov, Chairman of the Board

And all Partners of Kromann Reumert Advokatpartnerselskab

Sundkrogsgade 5

2100 Copenhagen Ø, Denmark

Email: [cbg@kromannreumert.com](mailto:cbg@kromannreumert.com)

CC: Attorney Teis Gullitz-Wormslev ([two@kromannreumert.com](mailto:two@kromannreumert.com))

### Re: FORMAL DEMAND FOR IMMEDIATE COMPLIANCE WITH HIGH COURT RULING Shape Robotics A/S (CVR 38322656) — Case K 3337/25-F, Oestre Landsret

Dear Partners of Kromann Reumert,

I write to you in my capacity as Chief Executive Officer of Shape Robotics A/S, legally reinstated following the unanimous decision of Oestre Landsret (the Eastern High Court of Denmark) in case K 3337/25-F, delivered on **5 March 2026**. A full copy of the ruling is attached as Annex A.

On that date, at the moment the ruling was delivered, the mandate of your partner, Attorney Teis Gullitz-Wormslev, as bankruptcy trustee of Shape Robotics A/S **terminated immediately and in full**. My authority as CEO was simultaneously and automatically restored under Konkurslov §29.

From that precise moment, Mr. Gullitz-Wormslev had one single, unambiguous, statutory obligation: to immediately hand over all documents, records, data, funds, and property belonging to Shape Robotics A/S to me, the lawful CEO, in accordance with **Konkurslov §114, stk. 3**.

### **Twelve days have passed. He has not complied.**

I am addressing this demand directly to every partner of Kromann Reumert, because Mr. Gullitz-Wormslev's continued non-compliance is no longer just an individual matter. It is now a matter for the entire firm. Every partner bears personal responsibility to ensure that this grave situation is corrected immediately.

## THE ESCROW ARRANGEMENT — IDENTITY CRISIS

On 11 March 2026 — six days after the High Court terminated his mandate — Mr. Gullitz-Wormslev deposited DKK 3,722,813.18 of company funds into an escrow account at Nordea Danmark A/S (Reg. 2191 / Acc. 9046 428 843), purportedly under Deponeringsloven. A copy of the escrow stipulation is attached as Annex B.

Shape Robotics A/S does not recognise this arrangement. It is legally invalid, factually absurd, and raises serious questions about which role Mr. Gullitz-Wormslev was acting in when he created it.

### 1. No mandate to act

The High Court ruling of 5 March 2026 terminated Mr. Gullitz-Wormslev's appointment as trustee with immediate effect. From that moment, he had no legal capacity whatsoever to act on behalf of, or in relation to, Shape Robotics A/S. Opening an escrow account on 11 March 2026 — six days later — is an act performed by a person with no mandate. The question every partner of Kromann Reumert should be asking is: **in what capacity did Mr. Gullitz-Wormslev sign this escrow stipulation?** He was not the trustee. He was not the company's representative. He had no authority of any kind.

### 2. Money is fungible — these are not Danske Bank's funds

The escrow stipulation attempts to create a narrative that the DKK 3,722,813.18 "originates from" a payment related to Danske Bank and EIFO. This is legally irrelevant, and every lawyer at Kromann Reumert knows why.

Money is fungible. Once funds are received into a bank account, they lose their identity. They become part of the general balance. There is no legal mechanism to "trace" specific kroner through a bank account and claim they are "the same" kroner that arrived from a particular source.

The facts are as follows:

- During the bankruptcy period, Mr. Gullitz-Wormslev as trustee **received** funds into the estate account from multiple sources, including the amount transferred from Danske Bank/EIFO.
- During that same period, Mr. Gullitz-Wormslev as trustee also **spent** funds from the estate account — paying his own fees, operational costs, and other expenses of the estate.
- The estate also **received income** from the company's ongoing operations, which was deposited into the same account.
- The balance that remained on the account at the time of the High Court ruling was therefore a **completely different pool of money** — a mixture of receipts from various sources, reduced by various expenditures.

It is therefore legally impossible to claim that the DKK 3,722,813.18 currently in escrow is "Danske Bank's money." It is not. It is the company's money — the residual balance on the estate account, composed of fungible funds from multiple sources. Mr. Gullitz-Wormslev himself acknowledged this in **Kreditorinformation 2**, where he stated that the funds on the estate account were at the disposal of the company.

### 3. Which Teis Gullitz-Wormslev created this escrow?

This is the question that should concern every partner of this firm.

Mr. Gullitz-Wormslev wears two hats at Kromann Reumert. He was the court-appointed trustee of Shape Robotics A/S. He is also a partner at Kromann Reumert, which represents Danske Bank A/S.

The trustee was terminated on 5 March 2026. He could not have created this escrow in his capacity as trustee, because that capacity no longer existed.

If he created the escrow in his capacity as Danske Bank's attorney — then he used information and access obtained through his former role as trustee to benefit his private client, Danske Bank, at the expense of Shape Robotics A/S. That is not a conflict of interest. That is an abuse of a position of trust.

Either way, the escrow has no legal basis. If it was done as trustee — he had no mandate. If it was done as Danske Bank's lawyer — he had no right to the company's funds. **There is no version of events in which this escrow is lawful.**

## **FOR THE AVOIDANCE OF DOUBT — THE ESCROW IS NOT OUR CONCERN**

Shape Robotics A/S wishes to make one point entirely clear: the escrow arrangement described above is Mr. Gullitz-Wormslev's problem, not ours. We have analysed it here solely to demonstrate to every partner of Kromann Reumert the absurdity and illegality of what your colleague has done.

The funds belonging to Shape Robotics A/S are not in the Nordea escrow. They are, and have always been, on the Kromann Reumert client account. That is where Kromann Reumert holds our money. That is the account from which our funds must be transferred immediately.

Whatever Mr. Gullitz-Wormslev chose to do with a portion of funds — depositing them into an escrow account without authority, without mandate, and without the company's knowledge or consent — is a matter between Kromann Reumert, Mr. Gullitz-Wormslev, Nordea, and Danske Bank. Shape Robotics A/S is not a party to that arrangement and does not recognise it.

Our demand is simple and directed at Kromann Reumert: **transfer all funds you hold belonging to Shape Robotics A/S — from whatever account you hold them on — to the company's account specified below. How you unwind the escrow arrangement that your partner created without authority is your internal affair.**

Any party — whether Mr. Gullitz-Wormslev, Kromann Reumert, or Nordea — who continues to withhold company funds without legal basis does so at their own legal risk.

## **WHAT MUST BE HANDED OVER IMMEDIATELY**

The following is a non-exhaustive list of the property and records that your partner holds and must return:

- All financial records, bookkeeping data, and accounting systems
- All bank account access and credentials (Danske Bank, Revolut, Wise, and any other accounts)
- All funds held on the estate account, on the Kromann Reumert client account, and in the Nordea escrow account (Reg. 2191 / Acc. 9046 428 843)

- All corporate correspondence, emails, and communications
- All contracts, licences, intellectual property, and patent filings
- All records relating to subsidiaries in Finland (Sanako Oy), Romania, Moldova, and Poland
- Full access to the Shape Robotics digital data room and all digital files
- The §110, stk. 4 report submitted to the court
- All creditor correspondence, including Kreditorinformation 1 and 2
- Any and all other property, data, or records of any kind belonging to Shape Robotics A/S

## TRANSFER OF FUNDS

All funds currently held by Kromann Reumert on any client account, estate account, or other account in relation to Shape Robotics A/S — including but not limited to the Nordea escrow account — must be transferred immediately to the following account:

<b>Account holder:</b>	SHAPE ROBOTICS A/S
<b>IBAN:</b>	BE95 9055 8272 2958
<b>Swift/BIC:</b>	TRWIBEB1XXX
<b>Bank:</b>	Wise Europe SA
<b>Bank address:</b>	Rue du Trone 100, 3rd floor, Brussels, 1050, Belgium

A proof of account details issued by Wise Europe SA is attached as **Annex C**.

The above account is denominated in **EUR**. The total amount owed to Shape Robotics A/S — as stated by Mr. Gullitz-Wormslev himself in **Kreditorinformation 2** — must be converted from DKK to EUR at the applicable exchange rate on the date of transfer and remitted in full. Any exchange rate applied must be the official interbank rate or the rate offered by the transferring bank, with no deductions, fees, or margins charged to Shape Robotics A/S.

## DEADLINE

This demand is made under the full force of the High Court ruling in case K 3337/25-F. I require full compliance **no later than end of business on Thursday, 19 March 2026**.

This means:

- Full digital access to the Shape Robotics data room must be restored by that time
- All funds — including the Nordea escrow — must be transferred to the account specified above by that time
- All physical and digital documents must be made available for collection or download by that time

## LEGAL CONSEQUENCES

Criminal complaints have already been filed against Mr. Gullitz-Wormslev and Kromann Reumert for intentional non-compliance with the High Court ruling, under §535 of the Danish Administration of Justice Act (Retsplejeloven). Each day of continued non-compliance constitutes a separate criminal offence punishable by fine or imprisonment of up to four months.

Formal complaints have been filed with Advokatnaevnet (the Danish Bar Complaints Board), the Danish Financial Supervisory Authority (Finanstilsynet, J.nr. 25-026876), and BaFin (the German Federal Financial Supervisory Authority).

This letter constitutes a **final formal demand**. Failure to comply by the deadline stated above will be treated as further wilful non-compliance and will be added to the evidentiary record in all pending and future proceedings.

**Shape Robotics A/S reserves all rights to pursue full damages arising from the continued refusal to comply, including but not limited to damages for destruction of subsidiary value, loss of financing, investor harm, and reputational damage.**

Kind regards,

Mark-Robert Abraham  
CEO, Shape Robotics A/S  
Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Romania  
Mobile: +40 749 288 688  
Email: [mark@shaperobotics.com](mailto:mark@shaperobotics.com)

## ANNEXES

**Annex A:** Ruling of Oestre Landsret, case K 3337/25-F, 5 March 2026 (5 pages)

**Annex B:** Escrow Account Stipulation, Kromann Reumert / Nordea, 11 March 2026 (2 pages)

**Annex C:** Proof of Account Details, Wise Europe SA, 17 March 2026 (1 page)

# **ANNEX A**

Ruling of Oestre Landsret - 5 March 2026

**UDSKRIFT**  
**AF**  
**ØSTRE LANDSRETS RETSBOG**

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Den 5. marts 2026 satte Østre Landsret retten i retsbygningen, Østre Landsrets Plads 1, Nordhavn.

Som dommere fungerede landsdommerne Birgitte Grønborg Juul, Berit Holmelund og Andreas Emdal (kst.), førstnævnte som rettens formand.

Der foretoges

3. afd. kære nr. B-56-26, B-57-26 og B-58-26:

Kære af kendelse om at tage Shape Robotics A/S under konkursbehandling

Ingen var mødt eller indkaldt.

Der fremlagdes kæreskrift af 19. januar 2026 med bilag, hvorved advokat Hans Holme på vegne af Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har kæret kendelse afsagt af SØ- og Handelsretten, skifteretten, den 6. januar 2026 (K 2932/25-E), hvor det blev bestemt, at en konkursbegæring fra Treyd AB af 25. november 2025 mod Shape Robotics A/S blev fremmet. Shape Robotics A/S' bo blev herefter taget under konkursbehandling.

Endvidere fremlagdes skifterettens fremsendelsesbrev af 22. januar 2026 og udskrift af retsbogen indeholdende den kærede afgørelse.

Endelig fremlagdes kæresvarskrift af 26. januar 2026 med bilag fra kurator, advokat Teis Gullitz-Wormslev.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har i kæreskrift af 19. januar 2026 anmodet om, at kæremålet tillægges opsættende virkning med henblik på gennemførelse af generalforsamling den 22. januar 2026.

Landsretten har ikke fundet anledning til at imødekomme anmodningen.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har nedlagt påstand om, at konkursdekretet ophæves, subsidiært at sagen hjemvises til fornyet behandling i skifteretten.

Til støtte for påstandene har de kærende anført navnlig, at selskabet ikke var insolvent. En eventuel betalingsudygtighed var under alle omstændigheder forbigående, idet der var indkaldt til ekstraordinær generalforsamling den 22. januar 2026 med henblik på udstedelse af yderligere aktier. Hertil kommer, at der ikke var sket korrekt forkyndelse for selskabets tilbageværende ledelse.

Kurator, advokat Teis Gullitz-Wormslev, har nedlagt påstand om stadfæstelse.

Til støtte for påstanden har kurator anført navnlig, at selskabet var insolvent, idet de forfaldne forpligtelser pr. dekretdagen oversteg selskabets aktiver og eventuelle kreditramme. Indkaldelsen til skiftemødet er behørigt forkyndt for en person, der på daværende tidspunkt var registreret som medlem af ledelsen. Hertil kommer, at kurator under konkursbehandlingen har konstateret, at flere af de indgivne konkursbegæring, herunder konkursbegæringerne fra Gældsstyrelsen og IDA, samt indkaldelsen til mødet i skifteretten den 9. december 2025 blev videresendt fra selskabets digitale postkasse til bl.a. Mark-Robert Abraham den 28. november 2025.

Skifteretten har ved sagens fremsendelse henholdt sig til den truffe afgørelse og anført bl.a.:

”Skifteretten kan i forhold til forkyndelse oplyse, at konkursbegæringen blev modtaget den 25. november 2025 og sendt til digital forkyndelse den 10. december 2025 til daværende bestyrelsesmedlem Helle Rootzén (eneste daværende medlem af bestyrelsen med et dansk CPR-nummer). Helle Rootzén kvitterede for forkyndelsen samme dato. Det fremgår nu af Virk.dk, at Helle

Rootzén fratrådte bestyrelsen den 28. november 2025. Fratrædelsen er imidlertid først registreret den 19. december 2025. Erhvervsstyrelsen har ved telefonisk henvendelse fra skifteretten d.d. ikke villet give oplysninger om, hvornår oplysningen om Helle Rootzéns fratrædelse er indgivet til Erhvervsstyrelsen.

[...]

Kærendes advokat har meddelt, at han er udtrådt af sagen, men har accepteret at modtaget fremsendelsesbrevet og videresende det til de kærendes mails.”

Landsretten har den 4. marts 2026 modtaget indkaldelsen af 10. december 2025 med bekræftelse på forenklet digital forkyndelse samme dag.

De modtagne bilag var til stede.

Efter votering afsagdes

#### k e n d e l s e :

Efter konkurslovens § 23, stk. 2, lader skifteretten straks en konkursbegæring forkynde for skyldneren og indkalder samtidig med mindst aftens varsel skyldneren og vedkommende fordringshaver til møde i skifteretten, der så vidt muligt bør afholdes senest tre dage efter konkursbegæringens modtagelse. Efter § 23, stk. 3, kan forkyndelse af konkursbegæringen undlades, hvis skyldneren på anden måde er gjort bekendt med den.

Landsretten lægger efter de foreliggende oplysninger til grund, at konkursbegæringen af 25. november 2025 og indkaldelsen til retsmødet den 6. januar 2026 blev forkyndt den 10. december 2025 ved forenklet digital forkyndelse for Helle Rootzén, der på daværende tidspunkt var registreret som medlem af selskabets bestyrelse. Forkyndelsen skete på hendes private digitale adresse.

Det fremgår af retsplejelovens § 155, stk. 2, jf. stk. 1, nr. 3, at der kan ske forenklet digital forkyndelse for en juridisk person efter reglerne i § 157 a.

Af retsplejelovens § 157 a, stk. 1, 1. pkt., fremgår, at forenklet digital forkyndelse for en juridisk person kan ske for bl.a. et bestyrelsesmedlem på den juridiske persons digitale adresse.

Af forarbejderne til retsplejelovens § 157 a (lovforslag nr. 12 af 3. oktober 2012) fremgår bl.a.:

”Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., ske for et direktionsmedlem, et bestyrelsesmedlem eller en anden, som har ansvar for den juridiske persons anliggender, på den juridiske persons digitale adresse.

Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., endvidere alene ske på den juridiske persons digitale adresse. Dette indebærer, at forkyndelsen skal ske på den digitale adresse, som f.eks. er angivet på den juridiske persons brevpapir. Der kan således f.eks. ikke ske digital forkyndelse eller forenklet digital forkyndelse på direktionsmedlemmets arbejdsrelaterede eller private digitale adresse eller i den pågældendes digitale postkasse, der anvendes til sikker digital kommunikation med det offentlige.”

På denne baggrund finder landsretten, at der ikke som sket kunne foretages forenklet digital forkyndelse for daværende bestyrelsesmedlem Helle Rootzén på dennes private digitale adresse. Konkursbegæringen er derfor ikke lovligt forkyndt for Shape Robotics A/S, jf. retsplejelovens § 157 a, stk. 1, 1. pkt.

Herefter, og da der ikke er oplysninger om, at selskabet er gjort bekendt med konkursbegæringen af 25. november 2025 fra Treyd AB eller indkaldelsen til retsmødet den 6. januar 2026 på anden vis, jf. konkurslovens § 23, stk. 3, ophæver landsretten konkursdekretet og hjemviser sagen til fornyet behandling i skifteretten.

Det bemærkes, at landsretten ikke herved har taget stilling til, om betingelserne for konkurs er opfyldt.

#### T h i b e s t e m m e s :

Konkursdekret af 6. januar 2026 vedrørende Shape Robotics A/S ophæves, og sagen hjemvises til fornyet behandling i skifteretten.

Sagen sluttet.

Retten hævet.

(Sign.)

— — —  
Udskriftens rigtighed bekræftes. Østre Landsret, den 06-03-2026

**Merete Hansen**

**souschef**

# **ANNEX B**

Escrow Account Stipulation - 11 March 2026

## ESCROW ACCOUNT STIPULATION

**Depositor:** Kromann Reumert Advokatpartnerselskab ("KR"), CVR No. 46038150

**Deposited Amount:** DKK 3,722,813.18

**Beneficiaries:** Shape Robotics A/S (the "Company"), CVR No. 38322656, Danske Bank A/S (the "Bank"), CVR No. 61126228 and Danmarks Eksport- og Investeringsfond ("EIFO"), CVR No. 43478206.

**Depositary:** Nordea Danmark, Filial af Nordea Bank Abp, Finland ("Nordea"), CVR No. 25992180

### Terms of Escrow

#### 1. Disposit with discharging effect

KR hereby deposits DKK 3,722,813.18 with Nordea with discharging effect pursuant to section 1(2) of the Danish Act on Debtors' Right to Obtain Discharge by Deposit (the "Deposit Act").

#### 2. Background for the deposit

The deposit is made due to uncertainty as to who is the rightful creditor entitled to receive the deposited amount.

The amount originates from KR's function as trustee in the bankruptcy estate of Shape Robotics A/S (the Company). The Company was under bankruptcy proceedings from 6 January 2026 until 5 March 2026, when the bankruptcy decree was revoked by a decision of the Eastern High Court. During the bankruptcy proceedings, attorney Teis Gullitz-Wormslev of KR has been appointed trustee.

During the bankruptcy proceedings, the amount was transferred to the bankruptcy estate's client account from a client account belonging to the Bank. The amount originates from an instalment that the Company had paid to the Bank/EIFO shortly before the bankruptcy pursuant to an instalment agreement entered into between the Bank, EIFO and the Company. As a result of and subject to the issuance of the bankruptcy decree, the Bank and EIFO agreed to transfer the instalment to the bankruptcy estate.

As a result of the revoked bankruptcy decree, KR has received communications from the Company and the Bank and EIFO respectively, each claiming that the amount of DKK 3,722,813.18 must now be transferred to them as a result of the revoked bankruptcy decree.

Since there is uncertainty as to who is the rightful recipient of the amount, KR will discharge itself by deposit in accordance with the Deposit Act.

The deposit is made for the benefit of the Company, Danske Bank, and EIFO until the rightful title holder to the amount has been finally determined, cf. below.

#### 3. Terms of release

The deposited amount may only be claimed for disbursement when it has been finally determined by judgment, settlement, or other binding resolution who is the rightful title holder to the amount, cf. Section 4 of the Deposit Act.

The creditor must thus substantiate and document its entitlement, and Nordea will only disburse the deposited amount upon presentation of proper documentation that the question of the rightful creditor has been finally determined by judgment, settlement, or other binding resolution.

#### 4. Notice to the Beneficiaries

In accordance with section 1(3) of the Deposit Act, KR hereby notifies the Company and the Bank/EIFO of the deposit made. The notification contains information about the place of deposit (Nordea) and the terms and conditions for disbursement of the deposited amount as set out in this stipulation.

## **5. Waiver of the right of retrieval**

KR hereby waives the right to retrieve the deposited amount pursuant to Section 2 of the Deposit Act. The deposit is therefore final and irrevocable.

## **6. Costs**

Any costs associated with the deposit, including fees and administrative costs, shall be borne by the party receiving the amount and shall be deducted from the deposited amount.

## **7. Accrued interest**

Any interest accruing on the deposited amount shall be payable to the party that, in accordance with Section 3 above, receives the disbursement of the deposited amount.

11 March 2026

# ANNEX C

Proof of Account Details - Wise Europe SA



Wise Europe SA  
Rue du Trône 100, 3rd floor  
Brussels  
1050  
Belgium



## Proof of account details

17 March 2026

To whom it may concern,

This letter is to confirm that the following account details allow SHAPE ROBOTICS A/S to receive EUR payments into their Wise account:

**Account holder**

SHAPE ROBOTICS A/S

**IBAN**

BE95 9055 8272 2958

**Swift/BIC**

TRWIBEB1XXX

**Bank name and address**

Wise  
Rue du Trône 100, 3rd floor  
Brussels  
1050  
Belgium

Sincerely,

Wise Customer Support

# BILAG 4

## Annex 4

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CVR Extract from Erhvervsstyrelsen — Confirming  
Mark-Robert Abraham as Direktør, Reinstated 5 March 2026

CVR-udtræk fra Erhvervsstyrelsen — Bekræfter genoprettelse af  
direktørstatus

# Shape Robotics A/S

CVR-nummer	38322656
Adresse	Ørestads Boulevard 73
Postnummer og by	2300 København S
Startdato	01.01.2017
Virksomhedsform	Aktieselskab
Reklamebeskyttelse	Nej
Status	Normal

## Udvidede virksomhedsoplysninger

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Kommune	København
Branchekode	621000 Computerprogrammering
Formål	Virksomhedens formål er at udvikle, commercialisere og sælge robotsystemer samt relateret software og services.
Børsnoteret	Ja
Binavne	Fable Robotics A/S
Regnskabsår	01.01 - 31.12
Seneste vedtægtsdato	28.07.2025
Kapitalklasser	Nej
Registreret kapital	1.903.866,10 DKK
Første regnskabsperiode	01.01.2017 - 31.12.2017

## Tegningsregel, personkreds og revisor

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Tegningsregel	Virksomheden tegnes af bestyrelsesformanden i forening med direktøren eller af den samlede bestyrelse.
Direktion	( Direktør ) Mark-Robert Abraham Rumænien
Bestyrelse	( Næstformand ) Aurel Netin

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Str. Brazilliei 7A Et1  
011781 Bucuresti Sec. 1  
Rumænien  
Valgform: Generalforsamling

**Stiftere**

Reconfigurable Systems Holding ApS  
Rugmarken 18  
3520 Farum

## Ejerforhold

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**Legale ejere**

Kapitalselskabet har foretaget en lovlig ejerregistrering, men har kun ejere med kapitalandele under 5%, hvilket gør at de ikke skal offentliggøres.

**Ophørte legale ejere**

Michael Voss-Jensen  
Ejerandel: 5-9,99% (29.11.2022 - 19.12.2025)  
Stemmerettigheder: 5-9,99% (29.11.2022 - 19.12.2025)  
Ændringsdato: 19.12.2025  
Afhændelsesdato: 19.12.2025

FUNDAMENTAL FONDSMÆGLERSELSKAB A/S  
Staktoften 3  
Trørød  
2950 Vedbæk  
Ejerandel: 5-9,99% (29.11.2022 - 25.03.2024)  
Stemmerettigheder: 5-9,99% (29.11.2022 - 25.03.2024)  
Ændringsdato: 25.03.2024  
Afhændelsesdato: 25.03.2024

Styrelsen for Forskning og Uddannelse  
Haraldsgade 53  
2100 København Ø  
Ejerandel: 5-9,99% (01.01.2017 - 01.01.2017)  
Stemmerettigheder: 5-9,99% (01.01.2017 - 01.01.2017)  
Kapitalklasse: B (01.01.2017 - 01.01.2017)  
Ændringsdato: 01.01.2017  
Afhændelsesdato: 01.01.2017

INVESTERINGSFORENINGEN FUNDAMENTAL INVEST  
C/O Invest Administration A/S  
Badstuestræde 20  
1209 København K  
Ejerandel: 5-9,99% (22.11.2022 - 25.03.2024)

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Stemmerettigheder: 5-9,99% (22.11.2022 - 25.03.2024)  
Ændringsdato: 25.03.2024  
Afhændelsesdato: 25.03.2024

Uddannelses- og Forskningsstyrelsen  
Haraldsgade 53  
2100 København Ø  
Ejerandel: 5-9,99% (01.01.2017 - 05.10.2017)  
Ejerandel: 10-14,99% (06.10.2017 - 14.05.2018)  
Ejerandel: 5-9,99% (15.05.2018 - 21.09.2021)  
Stemmerettigheder: 5-9,99% (01.01.2017 - 05.10.2017)  
Stemmerettigheder: 10-14,99% (06.10.2017 - 14.05.2018)  
Stemmerettigheder: 5-9,99% (15.05.2018 - 21.09.2021)  
Kapitalklasse: B (01.01.2017 - 14.05.2018)  
Ændringsdato: 21.09.2021  
Afhændelsesdato: 21.09.2021

Black Box Holding ApS  
C/O Regus  
Frederiksborggade 15, 3.  
1360 København K  
Ejerandel: 5-9,99% (22.11.2022 - 23.07.2024)  
Stemmerettigheder: 5-9,99% (22.11.2022 - 23.07.2024)  
Ændringsdato: 23.07.2024  
Afhændelsesdato: 23.07.2024

Reconfigurable Systems Holding ApS  
Rugmarken 18  
3520 Farum  
Ejerandel: 90-99,99% (01.01.2017 - 25.06.2017)  
Ejerandel: 66,67-89,99% (26.06.2017 - 14.05.2018)  
Ejerandel: 50-66,66% (15.05.2018 - 19.02.2020)  
Stemmerettigheder: 90-99,99% (01.01.2017 - 25.06.2017)  
Stemmerettigheder: 66,67-89,99% (26.06.2017 - 14.05.2018)  
Stemmerettigheder: 50-66,66% (15.05.2018 - 19.02.2020)  
Kapitalklasse: A, B (01.01.2017 - 19.02.2020)  
Ændringsdato: 19.02.2020  
Afhændelsesdato: 19.02.2020

TAG Holding ApS  
Herredsfogedvej 29  
Vindinge

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

4000 Roskilde  
Ejerandel: 10-14,99% (25.10.2017 - 14.05.2018)  
Ejerandel: 25-33,32% (15.05.2018 - 17.09.2019)  
Ejerandel: 33,33-49,99% (18.09.2019 - 11.12.2022)  
Ejerandel: 15-19,99% (12.12.2022 - 12.04.2023)  
Ejerandel: 10-14,99% (13.04.2023 - 10.07.2023)  
Ejerandel: 5-9,99% (11.07.2023 - 25.03.2024)  
Stemmerettigheder: 10-14,99% (25.10.2017 - 14.05.2018)  
Stemmerettigheder: 25-33,32% (15.05.2018 - 17.09.2019)  
Stemmerettigheder: 33,33-49,99% (18.09.2019 - 11.12.2022)  
Stemmerettigheder: 15-19,99% (12.12.2022 - 12.04.2023)  
Stemmerettigheder: 10-14,99% (13.04.2023 - 10.07.2023)  
Stemmerettigheder: 5-9,99% (11.07.2023 - 25.03.2024)  
Kapitalklasse: B (25.10.2017 - 17.09.2019)  
Ændringsdato: 25.03.2024  
Afhændelsesdato: 25.03.2024

## Regnskaber

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### Årsrapport

**Periode** 01.01.2024 - 31.12.2024  
**Offentliggørelsesdato** 30.04.2025  
**Godkendelsesdato** 25.04.2025

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### Årsrapport

**Periode** 01.01.2023 - 31.12.2023  
**Offentliggørelsesdato** 02.05.2024  
**Godkendelsesdato** 29.04.2024

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### Årsrapport

**Periode** 01.01.2022 - 31.12.2022  
**Offentliggørelsesdato** 03.05.2023  
**Godkendelsesdato** 28.04.2023

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Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

### Årsrapport

**Periode** 01.01.2021 - 31.12.2021  
**Offentliggørelsesdato** 27.04.2022  
**Godkendelsesdato** 26.04.2022

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### Årsrapport

**Periode** 01.01.2020 - 31.12.2020  
**Offentliggørelsesdato** 05.05.2021  
**Godkendelsesdato** 27.04.2021

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### Årsrapport

**Periode** 01.01.2019 - 31.12.2019  
**Offentliggørelsesdato** 30.01.2020

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### Årsrapport

**Periode** 01.01.2018 - 31.12.2018  
**Offentliggørelsesdato** 09.04.2019

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### Årsrapport

**Periode** 01.01.2017 - 31.12.2017  
**Offentliggørelsesdato** 01.04.2018

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## P-enheder

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**Navn** Shape Robotics A/S  
**P-nummer** 1022082376  
**Adresse** Ørestads Boulevard 73  
**Postnummer og by** 2300 København S  
**Startdato** 01.01.2017

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**Branchekode** 621000 Computerprogrammering  
**Reklamebeskyttelse** Nej

### Ophørte P-enheder

**Navn** Shape Robotics A/S Odense  
**P-nummer** 1026959558  
**Adresse** Kochsgade 31D  
**Postnummer og by** 5000 Odense C  
**Startdato** 01.12.2020  
**Ophørsdato** 09.12.2022  
**Branchekode** 620100 Computerprogrammering  
**Reklamebeskyttelse** Nej

## Registreringshistorik

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### 10.03.2026 Ændring i personkreds ,Statusændring

**CVR-nummer:** 38322656

#### Navn og adresse:

Shape Robotics A/S UNDER KONKURS  
Ørestads Boulevard 73, 2300 København S

Binavne:

Fable Robotics A/S UNDER KONKURS

Konkursdekret er ophævet 05.03.2026

Bestyrelse:

Tiltrådte:

Aurel Netin, (næstformand), den 05.03.2026.

Direktion:

Tiltrådte:

Mark-Robert Abraham, den 05.03.2026.

Virksomheden tegnes af bestyrelsesformanden i forening med direktøren eller af den samlede bestyrelse.

### 12.01.2026 Ændring i personkreds ,Statusændring

**CVR-nummer:** 38322656

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**Navn og adresse:**

Shape Robotics A/S  
Ørestads Boulevard 73, 2300 København S

Konkursdekret afsagt 06.01.2026 af SØ- og Handelsrettens Skifteretsafdeling

**Bestyrelse:**

**Fratrådte:**

Aurel Netin, (næstformand), den 12.01.2026.

**Direktion:**

**Fratrådte:**

Mark-Robert Abraham, den 12.01.2026.

**19.12.2025 Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Ørestads Boulevard 73, 2300 København S

**Bestyrelse:**

**Fratrådte:**

Helle Rootzén, den 28.11.2025.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**19.12.2025 Ændring i revision**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S

Ørestads Boulevard 73, 2300 København S

Revision:

Fratrådte:

Beierholm Godkendt Revisionspartnerselskab, den 18.12.2025.

**08.12.2025 Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S

Ørestads Boulevard 73, 2300 København S

Bestyrelse:

Fratrådte:

André Reinhard Fehr, (formand), den 02.12.2025.

**28.10.2025 Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Shape Robotics A/S  
Ørestads Boulevard 73, 2300 København S

Bestyrelse:

Fratrådte:

Martin Kjær Hansen, den 15.10.2025.

**26.09.2025 Ændring af adresse**  
**CVR-nummer: 38322656**

**Navn og adresse:**  
Shape Robotics A/S  
Lyskær 3C, 4. th, 2730 Herlev

Ny adresse: Ørestads Boulevard 73, 2300 København S

Ny kommune: København

**29.07.2025 Ændring af kapital**  
**CVR-nummer: 38322656**

**Navn og adresse:**  
Shape Robotics A/S  
Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 28.07.2025

Kapitalforhøjelsen er besluttet den 28.07.2025.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

kr. 47.249,40, indbetalt ved konvertering af gæld, kurs 15.800,00.

Kapitalen udgør herefter kr. 1.903.866,10.

**08.07.2025 Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

**Bestyrelse:**

**Fratrådte:**

Jeppe Frandsen, (næstformand), den 08.07.2025, Aurel Netin, den 08.07.2025.

**Tiltrådte:**

Aurel Netin, (næstformand), den 08.07.2025.

**04.06.2025 Ændring af kapital**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 03.06.2025

Kapitalforhøjelsen er besluttet den 03.06.2025.

kr. 350.000,00, indbetalt ved indskud af bestemmende kapitalpost, kurs 18.400,00.

Kapitalen udgør herefter kr. 1.856.616,70.

**28.04.2025 Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 25.04.2025

Bestyrelse:

Fratrådte:

Jeppe Frandsen, (formand), den 25.04.2025, Per Brask Ikov, den 25.04.2025, Annette Siewert Lindgreen, (næstformand), den 25.04.2025.

Tiltrådte:

André Reinhard Fehr, (formand), den 25.04.2025, Jeppe Frandsen, (næstformand), den 25.04.2025, Martin Kjær Hansen, den 25.04.2025.

### **16.01.2025 Ændring i personkreds**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

Bestyrelse:

Fratrådte:

Kasper Holst Hansen, den 15.01.2025, Moises Pacheco, den 15.01.2025.

Tiltrådte:

Per Brask Ikov, den 15.01.2025, Aurel Netin, den 15.01.2025.

### **10.05.2024 Ændring i personkreds**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

Direktion:

Fratrådte:

André Reinhard Fehr, den 01.05.2024.

Tiltrådte:

Mark-Robert Abraham, den 01.05.2024.

### **30.04.2024 Øvrige ændringer**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Vedtægterne er yderligere ændret

Vedtægter ændret: 29.04.2024

### **30.04.2024 Ændring i personkreds**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 29.04.2024

Bestyrelse:

Fratrådte:

Annette Siewert Lindgreen, den 29.04.2024, Helle Rootzén, (næstformand), den 29.04.2024.

Tiltrådte:

Annette Siewert Lindgreen, (næstformand), den 29.04.2024, Helle Rootzén, den 29.04.2024.

### **25.03.2024 Ændring af kapital**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 12.03.2024

Kapitalforhøjelsen er besluttet den 12.03.2024.

kr. 101.165,00, indbetalt kontant, kurs 35.000,00.

Kapitalen udgør herefter kr. 1.506.616,70.

### **04.03.2024 Øvrige ændringer**

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 01.03.2024

**21.12.2023 Ændring af kapital**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Lyskær 3C, 4. th, 2730 Herlev

Vedtægterne er yderligere ændret

Vedtægter ændret: 19.12.2023

Kapitalforhøjelsen er besluttet den 19.12.2023.

kr. 16.105,60, indbetalt kontant, kurs 32.748,60. kr. 17.754,10, indbetalt ved konvertering af gæld, kurs 32.748,60.

Kapitalen udgør herefter kr. 1.405.451,70.

**21.12.2023 Ændring af kapital**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 19.12.2023

Kapitalforhøjelsen er besluttet den 19.12.2023.

kr. 116.077,80, indbetalt i værdier, kurs 32.748,60.

Kapitalen udgør herefter kr. 1.371.592,00.

### **28.04.2023 Ændring i personkreds**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Lyskær 3C, 4. th, 2730 Herlev

Vedtægter ændret: 28.04.2023

Bestyrelse:

Fratrådte:

Michael Frank, den 28.04.2023, Kasper Støy, (formand), den 28.04.2023.

Tiltrådte:

Jeppe Frandsen, (formand), den 28.04.2023, Kasper Holst Hansen, den 28.04.2023, Annette Siewert Lindgreen, den 28.04.2023.

### **23.04.2023 Ændring af adresse**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Rugmarken 18, 3520 Farum

Ny adresse: Lyskær 3C, 4. th, 2730 Herlev

Ny kommune: Herlev

### **03.04.2023 Ændring af kapital**

**CVR-nummer:** 38322656

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 30.03.2023

Kapitalforhøjelsen er besluttet den 30.03.2023.

kr. 209.252,30, indbetalt kontant, kurs 18.000,00.

Kapitalen udgør herefter kr. 1.255.514,20.

**01.03.2023 Øvrige ændringer**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 01.03.2023

**13.01.2023 Ændring i revision**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Revision:

Fratrådte:

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

PRICEWATERHOUSECOOPERS STATS AUTORISERET REVISIONSPARTNERSELSKAB, den 13.01.2023.

Tiltrådte:

CVR-NR. 32895468 BEIERHOLM, STATS AUTORISERET REVISIONSPARTNERSELSKAB, Knud Højgaards Vej 9, 2860 Søborg, den 13.01.2023.

**09.12.2022 Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Bestyrelse:

Fratrådte:

Lars Randel Nyengaard, (formand), den 08.12.2022, Helle Rootzén, den 08.12.2022, Kasper Støy, (næstformand), den 08.12.2022.

Tiltrådte:

Helle Rootzén, (næstformand), den 08.12.2022, Kasper Støy, (formand), den 08.12.2022.

**24.11.2022 Ændring af kapital**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 22.11.2022

Kapitalforhøjelsen er besluttet den 22.11.2022.

kr. 200.575,00, indbetalt kontant, kurs 13.500,00.

Kapitalen udgør herefter kr. 1.046.261,90.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**26.10.2022 Ændring af kapital**

**CVR-nummer: 38322656**

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 19.10.2022

Kapitalforhøjelsen er besluttet den 19.10.2022.

kr. 49.425,00, indbetalt ved indskud af bestemmende kapitalpost, kurs 13.500,00.

Kapitalen udgør herefter kr. 845.686,90.

**12.07.2022 Ændring i personkreds**

**CVR-nummer: 38322656**

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Bestyrelse:

Fratrådte:

David Johan Christensen, den 08.07.2022.

**29.04.2022 Ændring i personkreds**

**CVR-nummer: 38322656**

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Vedtægter ændret: 26.04.2022

Bestyrelse:

Fratrådte:

Kasper Støy, den 26.04.2022.

Tiltrådte:

David Johan Christensen, den 26.04.2022, Helle Rootzén, den 26.04.2022, Kasper Støy, (næstformand), den 26.04.2022.

### **14.03.2022 Ændring i personkreds**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Rugmarken 18, 3520 Farum

Direktion:

Fratrådte:

David Johan Christensen, den 14.03.2022.

Tiltrådte:

André Reinhard Fehr, den 14.03.2022.

### **23.09.2021 Ændring af kapital**

**CVR-nummer:** 38322656

#### **Navn og adresse:**

Shape Robotics A/S

Rugmarken 18, 3520 Farum

Vedtægter ændret: 21.09.2021

Kapitalforhøjelsen er besluttet den 21.09.2021.

kr. 113.751,70, indbetalt kontant, kurs 9.800,00.

Kapitalen udgør herefter kr. 796.261,90.

### **28.04.2021 Ændring i personkreds**

**CVR-nummer:** 38322656

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Bestyrelse:

Fratrådte:

Thomas Henrik Gjørup, den 27.04.2021.

**23.06.2020 Ændring af kapital**

**CVR-nummer: 38322656**

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Vedtægterne er yderligere ændret

Vedtægter ændret: 02.06.2020

Kapitalforhøjelsen er besluttet den 02.06.2020.

kr. 253.582,80, indbetalt kontant, kurs 9.800,00. kr. 21.927,40, indbetalt ved konvertering af gæld, kurs 9.800,00.

Kapitalen udgør herefter kr. 682.510,20.

Opdeling i kapitalklasser er ophævet.

**03.06.2020 Øvrige ændringer**

**CVR-nummer: 38322656**

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**Navn og adresse:**

Shape Robotics A/S  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 02.06.2020

**27.02.2020 Omdannelse af selskaber ,Ændring af kapital ,Øvrige ændringer  
CVR-nummer: 38322656**

**Navn og adresse:**

Shape Robotics ApS  
Rugmarken 18, 3520 Farum

Virksomheden er omdannet til et aktieselskab med CVR-NR. 38322656

Vedtægter ændret: 20.02.2020

Nyt navn: Shape Robotics A/S

Nyt binavn: Fable Robotics A/S

Slettet binavn: Fable Robotics ApS

Kapitalforhøjelsen er besluttet den 20.02.2020.

kr. 151.078,00, indbetalt ved overførte reserver / overskud, kurs 100,00.

Kapitalen udgør herefter kr. 407.000,00.

**16.01.2020 Øvrige ændringer**

**CVR-nummer: 38322656**

**Navn og adresse:**

Shape Robotics ApS  
Rugmarken 18, 3520 Farum

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Vedtægter ændret: 13.01.2020

**18.09.2019 Ændring af kapital**  
**CVR-nummer: 38322656**

**Navn og adresse:**  
Shape Robotics ApS  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 18.09.2019

Kapitalforhøjelsen er besluttet den 18.09.2019.

kr. 24.301,00, indbetalt kontant, kurs 20.575,40.

Kapitalen udgør herefter kr. 255.922,00.

**28.03.2019 Ændring af kapital**  
**CVR-nummer: 38322656**

**Navn og adresse:**  
Shape Robotics ApS  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 21.03.2019

Kapitalforhøjelsen er besluttet den 21.03.2019.

kr. 24.301,00, indbetalt kontant, kurs 20.575,40. kr. 2.259,00, indbetalt ved konvertering af gæld, kurs 17.706,95. kr. 3.446,00, indbetalt ved konvertering af gæld, kurs 27.248,98.

Kapitalen udgør herefter kr. 231.621,00.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**16.05.2018 Ændring af kapital**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS  
Rugmarken 18, 3520 Farum

Vedtægter ændret: 15.05.2018

Kapitalforhøjelsen er besluttet den 15.05.2018.

kr. 26.075,00, indbetalt kontant, kurs 19.175,45. kr. 1.440,00, indbetalt kontant, kurs 17.361,11.

Kapitalen udgør herefter kr. 201.615,00.

**01.03.2018 Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS  
Rugmarken 18, 3520 Farum

Bestyrelse:

Fratrådte:

David Johan Christensen, den 23.02.2018, Michael Frank (formand), den 23.02.2018.

Tiltrådte:

Michael Frank, den 23.02.2018, Lars Randel Nyengaard (formand), den 23.02.2018.

**28.02.2018 Ændring af adresse**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS  
Linde Alle 29A, 2850 Nærum

Ny adresse: Rugmarken 18, 3520 Farum

Ny kommune: Furesø

**09.01.2018 Øvrige ændringer**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS

Linde Alle 29A, 2850 Nærum

Vedtægter ændret: 07.11.2017

**08.01.2018 Øvrige ændringer**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS

Linde Alle 29A, 2850 Nærum

Vedtægter ændret: 07.11.2017

**26.10.2017 Ændring af kapital ,Ændring i personkreds**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS

Linde Alle 29A, 2850 Nærum

Vedtægter ændret: 25.10.2017

Kapitalforhøjelsen er besluttet den 25.10.2017.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

kr. 25.593,00, indbetalt kontant, kurs 19.536,59.

Kapitalen udgør herefter kr. 174.100,00.

Bestyrelse:

Tiltrådte:

David Johan Christensen, den 25.10.2017, Thomas Henrik Gjørup, den 25.10.2017, Kasper Støy, den 25.10.2017.

### **13.10.2017 Ændring af kapital**

**CVR-nummer: 38322656**

#### **Navn og adresse:**

Shape Robotics ApS

Linde Alle 29A, 2850 Nærum

Vedtægter ændret: 06.10.2017

Kapitalforhøjelsen er besluttet den 06.10.2017.

kr. 5.208,00, indbetalt kontant, kurs 14.400,00.

Kapitalen udgør herefter kr. 148.507,00.

### **10.07.2017 Ændring af kapital**

**CVR-nummer: 38322656**

#### **Navn og adresse:**

Shape Robotics ApS

Linde Alle 29A, 2850 Nærum

Vedtægter ændret: 26.06.2017

Kapitalforhøjelsen er besluttet den 26.06.2017.

kr. 5.591,00, indbetalt kontant, kurs 14.400,00.

Kapitalen udgør herefter kr. 143.299,00.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

**07.03.2017 Ændring af adresse**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS  
Diplomvej 356, 1., 2800 Kgs. Lyngby, 2800 Kongens Lyngby

Ny adresse: Linde Alle 29A, 2850 Nærum

Ny kommune: Rudersdal

**11.01.2017 Nye selskaber**

**CVR-nummer:** 38322656

**Navn og adresse:**

Shape Robotics ApS  
Diplomvej 356, 1., 2800 Kgs. Lyngby, 2800 Kongens Lyngby

Binavne: Fable Robotics ApS.

Stiftelsesdato: 01.01.2017.

Virkningsdato: 01.01.2017.

Seneste vedtægtsdato: 01.01.2017.

Kapital:

kr. 137.708,00.

Kapitalklasser: Ja

Indbetalingsmåde: Indbetalt i værdier kr. 125.000,00 til kurs 100,00, fuldt indbetalt. Indbetalt kontant kr. 12.708,00 til kurs 14.400,00, fuldt indbetalt.

**Stifter:**

CVR-NR. 37159697 Reconfigurable Systems Holding IVS, Diplomvej 356, 1., 2800 Kgs. Lyngby, den 01.01.2017.

**Bestyrelse:**

Michael Frank (formand), den 01.01.2017, Moises Pacheco, den 01.01.2017.

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Direktion:  
David Johan Christensen, den 01.01.2017.

Virksomheden tegnes af bestyrelsesformanden i forening med direktøren eller af den samlede bestyrelse..

Revision:  
CVR-NR. 33771231 PRICEWATERHOUSECOOPERS STATS-AUTORISERET REVISIONSPARTNERSELSKAB,  
Rytterkasernen 21, 5000 Odense C, den 01.01.2017.

Første regnskabsår:  
01.01.2017 - 31.12.2017.

Regnskabsår:  
01.01 - 31.12.

Formål:  
Virksomhedens formål er at udvikle, kommercialisere og sælge robotsystemer samt relateret software og services.

## Historiske stamdata

---

### Virksomhedsnavn

Fra	Til	Historisk stamdata
01.01.2017	19.02.2020	Shape Robotics ApS

### Adresse

Fra	Til	Historisk stamdata
23.04.2023	25.09.2025	Lyskær 3C, 4. th 2730 Herlev
28.02.2018	22.04.2023	Rugmarken 18 3520 Farum
07.03.2017	27.02.2018	Linde Alle 29A 2850 Nærum
01.01.2017	06.03.2017	Diplomvej 356, 1. 2800 Kgs. Lyngby

### Virksomhedsform

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

<b>Fra</b>	<b>Til</b>	<b>Historisk stamdata</b>
01.01.2017	19.02.2020	Anpartsselskab
<b>Status</b>		
<b>Fra</b>	<b>Til</b>	<b>Historisk stamdata</b>
06.01.2026	04.03.2026	Under konkurs
01.01.2017	05.01.2026	Normal
<b>Branchekode</b>		
<b>Fra</b>	<b>Til</b>	<b>Historisk stamdata</b>
01.01.2017	31.12.2024	620100 Computerprogrammering
<b>Seneste vedtægtsdato</b>		
<b>Fra</b>	<b>Til</b>	<b>Historisk stamdata</b>
03.06.2025	27.07.2025	03.06.2025
25.04.2025	02.06.2025	25.04.2025
29.04.2024	24.04.2025	29.04.2024
12.03.2024	28.04.2024	12.03.2024
01.03.2024	11.03.2024	01.03.2024
19.12.2023	29.02.2024	19.12.2023
28.04.2023	18.12.2023	28.04.2023
30.03.2023	27.04.2023	30.03.2023
01.03.2023	29.03.2023	01.03.2023
22.11.2022	28.02.2023	22.11.2022
19.10.2022	21.11.2022	19.10.2022
26.04.2022	18.10.2022	26.04.2022
21.09.2021	25.04.2022	21.09.2021
02.06.2020	20.09.2021	02.06.2020
20.02.2020	01.06.2020	20.02.2020
13.01.2020	19.02.2020	13.01.2020
18.09.2019	12.01.2020	18.09.2019
21.03.2019	17.09.2019	21.03.2019
15.05.2018	20.03.2019	15.05.2018

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø



# ERHVERVSSTYRELSEN

Dato: 19.03.2026

07.11.2017	14.05.2018	07.11.2017
25.10.2017	06.11.2017	25.10.2017
06.10.2017	24.10.2017	06.10.2017
26.06.2017	05.10.2017	26.06.2017
01.01.2017	25.06.2017	01.01.2017

## Registreret kapital

Fra	Til	Historisk stamdata
03.06.2025	27.07.2025	1.856.616,70
12.03.2024	02.06.2025	1.506.616,70
19.12.2023	11.03.2024	1.405.451,70
30.03.2023	18.12.2023	1.255.514,20
22.11.2022	29.03.2023	1.046.261,90
19.10.2022	21.11.2022	845.686,90
21.09.2021	18.10.2022	796.261,90
02.06.2020	20.09.2021	682.510,20
20.02.2020	01.06.2020	407.000,00
18.09.2019	19.02.2020	255.922,00
21.03.2019	17.09.2019	231.621,00
15.05.2018	20.03.2019	201.615,00
25.10.2017	14.05.2018	174.100,00
06.10.2017	24.10.2017	148.507,00
26.06.2017	05.10.2017	143.299,00
01.01.2017	25.06.2017	137.708,00

## Tegningsregel

Fra	Til	Historisk stamdata
01.01.2017	06.01.2026	Virksomheden tegnes af bestyrelsesformanden i forening med direktøren eller af den samlede bestyrelse.

## Antal ansatte

---

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Oplysningerne i dette dokument stammer fra Centrale Virksomhedsregister (CVR). Data må ikke bruges på en måde, så det kan fremstå som om, at Erhvervsstyrelsen godkender, støtter, anbefaler eller markedsfører brugeren, brugerens produkter eller tjenester. Erhvervsstyrelsen har intet ansvar for hverken indhold, oprindelse, fejl og mangler eller nogen form for skade, der måtte følge af brug af data.

## Antal ansatte pr måned

Periode	Ansatte	Årsværk
November 2025	5	5
Oktober 2025	5	5
September 2025	7	7
August 2025	5	5
Juli 2025	6	5
Juni 2025	8	8
Maj 2025	6	6
April 2025	6	6
Marts 2025	8	7
Februar 2025	6	6
Januar 2025	7	7
December 2024	13	11
November 2024	11	11
Oktober 2024	12	12
September 2024	16	14
August 2024	13	13
Juli 2024	14	13
Juni 2024	18	15
Maj 2024	16	15
April 2024	16	15
Marts 2024	20	17
Februar 2024	14	13
Januar 2024	14	12
December 2023	18	18
November 2023	13	12
Oktober 2023	13	12
September 2023	17	16
August 2023	12	11
Juli 2023	12	10
Juni 2023	15	14

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø



# ERHVERVSSTYRELSEN

Dato: 19.03.2026

Maj 2023	11	11
April 2023	14	12
Marts 2023	18	16
Februar 2023	15	15
Januar 2023	16	14
December 2022	19	17
November 2022	15	14
Oktober 2022	21	17
September 2022	17	15
August 2022	17	15
Juli 2022	16	15
Juni 2022	23	20
Maj 2022	23	18
April 2022	20	18
Marts 2022	26	21
Februar 2022	25	22
Januar 2022	26	22
December 2021	30	26
November 2021	26	21
Oktober 2021	25	21
September 2021	24	20
August 2021	24	19
Juli 2021	26	20
Juni 2021	28	21
Maj 2021	28	22
April 2021	27	21
Marts 2021	22	19
Februar 2021	24	20
Januar 2021	24	21
December 2020	25	20
November 2020	21	17
Oktober 2020	20	16

Erhvervsstyrelsen, Langelinie Allé 17, 2100 København Ø

Oplysningerne i dette dokument stammer fra Centrale Virksomhedsregister (CVR). Data må ikke bruges på en måde, så det kan fremstå som om, at Erhvervsstyrelsen godkender, støtter, anbefaler eller markedsfører brugeren, brugerens produkter eller tjenester. Erhvervsstyrelsen har intet ansvar for hverken indhold, oprindelse, fejl og mangler eller nogen form for skade, der måtte følge af brug af data.

September 2020	17	15
August 2020	16	13
Juli 2020	17	15
Juni 2020	20	17
Maj 2020	20	19
April 2020	22	20
Marts 2020	23	21
Februar 2020	23	21
Januar 2020	24	21
December 2019	24	21
November 2019	24	19.2
Oktober 2019	23	18

### Antal ansatte pr kvartal

Periode	Ansatte	Årsværk
3. kv 2019	20-49 medarbejdere	10-19 årsværk
2. kv 2019	20-49 medarbejdere	10-19 årsværk
1. kv 2019	20-49 medarbejdere	10-19 årsværk
4. kv 2018	20-49 medarbejdere	10-19 årsværk
3. kv 2018	10-19 medarbejdere	10-19 årsværk
2. kv 2018	10-19 medarbejdere	10-19 årsværk
1. kv 2018	10-19 medarbejdere	10-19 årsværk
4. kv 2017	10-19 medarbejdere	5-9 årsværk
3. kv 2017	5-9 medarbejdere	2-4 årsværk
2. kv 2017	5-9 medarbejdere	2-4 årsværk
1. kv 2017	10-19 medarbejdere	1 årsværk

# BILAG 5

## Annex 5

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Creditor Information No. 2 of 26 January 2026 — Trustee's  
Valuation of All Subsidiaries at DKK 0

Kreditorinformation nr. 2 af 26. januar 2026 — Kurators værdiansættelse  
af alle datterselskaber til DKK 0

# SØ- OG HANDELSRETTE

Amaliegade 35, 2. sal, 1256 København K

Tlf.: 99 68 46 20 E-mail: Insolvens@shret.dk

Hjemmeside: www.shret.dk



Den 19. marts 2026

J.nr. K 653/26-K

Mark-Robert Abraham

## **Vedr.: Konkursbegæring mod Shape Robotics A/S**

Sø- og Handelsretten har modtaget en konkursbegæring mod ovennævnte selskab. Begæringen er modtaget den 19. marts 2026.

Fordringshaver er EIFO og Danske Bank A/S.

Det er oplyst, at du er eller tidligere har været direktør/bestyrelsesmedlem i selskabet eller på anden måde er eller tidligere har været involveret i selskabet.

Der afholdes møde i Sø- og Handelsretten, Amaliegade 35, 2. sal, 1256 København K,

**Fredag den 20. marts 2026, kl. 10:00,**

hvortil du herved indkaldes.

Kopi af konkursbegæringen med eventuelle bilag vedlægges.

Med venlig hilsen

Sø- og Handelsretten

# BILAG 6

## Annex 6

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Nordea Escrow Deposit Documentation of 11 March 2026 —  
DKK 3,722,813.18 Unauthorized Deposit

Nordea deponeringsdokumentation af 11. marts 2026 — DKK 3.722.813,18  
uautoriseret deponering

# Personbogsattest



Udskrevet: 19.03.2026 09:56:47

Cvr-nr.: 38322656  
Navn: Shape Robotics A/S  
Adresse: Ørestads Boulevard 73  
2300 København S

Der findes ingen pantsætningsforbud på personen  
/virksomheden

Der findes ingen persondokumenter på personen  
/virksomheden

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## Hæftelser

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### Dokument:

Dato/løbenummer: 18.02.2022-1013658533  
Prioritet: 1  
Dokumenttype: Skadeløsbrev - virksomhedspant  
Hovedstol: 8.000.000 DKK  
Rentesats: 0 %

---

### Senest påtegnet:

Dato: 22.02.2022 16:24:00

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### Kreditorer:

Navn: DANSKE BANK A/S  
Cvr-nr.: 61126228

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### Debitorer:

Navn: Shape Robotics A/S  
Cvr-nr.: 38322656

---

### Virksomhedspant:

Simple fordringer hidrørende fra salg af varer og tjenesteydelser  
Goodwill, domænenavne og rettigheder i henhold til patentloven, varemærkeloven, designloven, brugsmodelloven, mønsterloven, ophavsretsloven og lov om beskyttelse af halvlederprodukters udformning (topografi)  
Lagre af råvarer, halvfabrikata og færdigvarer  
Driftsinventar og driftsmateriel

---

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**Dokument:**

Dato/løbenummer: 09.02.2023-1014613767  
Prioritet: 2  
Dokumenttype: Skadeløsbrev - virksomhedspant  
Hovedstol: 6.000.000 DKK  
Rentesats: 0 %

---

**Kreditorer:**

Navn: Danmarks Eksport- og Investeringsfond  
Cvr-nr.: 43478206

---

**Debitorer:**

Navn: Shape Robotics A/S  
Cvr-nr.: 38322656

---

**Virksomhedspant:**

Motorkøretøjer der ikke er eller tidligere har været registreret  
Simple fordringer hidrørende fra salg af varer og tjenesteydelser  
Drivmidler og andre hjælpestoffer  
Goodwill, domænenavne og rettigheder i henhold til patentloven, varemærkeloven, desígnloven, brugsmodelloven, mønsterloven, ophavsretsloven og lov om beskyttelse af halvlederprodukters udformning (topografi)  
Lagre af råvarer, halvfabrikata og færdigvarer  
Driftsinventar og driftsmateriel

# BILAG 7

## Annex 7

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Petition to Sø- og Handelsretten of 19 March 2026 — Request  
for Lawful Service and Protection of Right to Defence

Henvendelse til Sø- og Handelsretten af 19. marts 2026 — Anmodning om  
lovlige forkyndelse og beskyttelse af retten til forsvar

# PETITION TO THE HIGH COURT OF EASTERN DENMARK

## HENVENDELSE TIL ØSTRE LANDSRET

Regarding / Vedrørende

### Shape Robotics A/S

CVR 38322656 | ISIN DK0061273125 | Nasdaq Copenhagen: SHAPE

**Request for Protection of the Right to Defence, Lawful Service of Process,  
and Information Regarding the Destruction of Company Value by the Former Trustee**

*Anmodning om Beskyttelse af Retten til Forsvar, Lovlig Forkyndelse, og Oplysninger om den Tidligere  
Kurators Ødelæggelse af Selskabets Værdi*

**Filed With / Indgivet Til:** Østre Landsret, Østre Landsrets Plads 1, 2150 Nordhavn

**For the attention of / Til orientering:** Sø- og Handelsretten, Skifteafdelingen  
(insolvens@shret.dk)

**Case References:** Kære nr. B-56-26, B-57-26, B-58-26

**Date:** 19 March 2026

**Petitioner:** Shape Robotics A/S (CVR 38322656)

Solely represented by Mark-Robert Abraham, Direktør

*(Management restored pursuant to Konkurslov §29, confirmed by CVR extract 5 March 2026)*

Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Romania

mark@shaperobotics.com | +40 749 288 688



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### I. Language Disclaimer / Sprogforbehold

#### I. LANGUAGE DISCLAIMER / SPROGFORBEHOLD

I am writing in English as I do not speak, read, or write Danish. The Danish version of this document has been prepared using an AI translation tool. I cannot guarantee its accuracy. Nothing in this document should be considered an acknowledgment of having received valid or official communication in a language I understand, within the meaning of EU Regulation 2020/1784.

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### II. Executive Summary / Resumé

#### II. EXECUTIVE SUMMARY / RESUMÉ

I am writing directly to this Honourable Court because it was this Court that identified the fundamental violation of my company's rights on 5 March 2026 [Annex 1]. I have nowhere else to turn. I respectfully bring to the Court's

*Jeg henvender mig direkte til denne ærede Ret, fordi det var denne Ret, der identificerede den grundlæggende krænkelse af mit selskabs rettigheder den 5. marts 2026 [Bilag 1]. Jeg har ingen andre steder at henvende mig.*

<p>attention the developments since its ruling.</p>	<p><i>Jeg bringer hermed respektfuldt udviklingen siden Rettens kendelse til Rettens opmærksomhed.</i></p>
<p>On 5 March 2026, Østre Landsret unanimously annulled the bankruptcy decree against Shape Robotics A/S (appeal cases B-56-26, B-57-26, B-58-26) [Annex 1]. The case was remanded to the Bankruptcy Court.</p>	<p><i>Den 5. marts 2026 ophævede Østre Landsret enstemmigt konkursdekretet mod Shape Robotics A/S (kæresager B-56-26, B-57-26, B-58-26) [Bilag 1]. Sagen blev hjemvist til Skifteretten til fornyet behandling.</i></p>
<p>Since the annulment — fourteen days ago — the former trustee (Teis Gullitz-Wormslev, Kromann Reumert) has handed over NOTHING. No documents, no funds, no access, no keys. The company's funds — DKK 3,722,813.18 — are held in an unauthorized escrow account created SIX DAYS after the trustee's mandate ended.</p>	<p><i>Siden ophævelsen — fjorten dage siden — har den tidligere kurator (Teis Gullitz-Wormslev, Kromann Reumert) ikke udleveret NOGET. Ingen dokumenter, ingen midler, ingen adgang, ingen nøgler. Selskabets midler — DKK 3.722.813,18 — er placeret på en uautoriseret deponeringskonto oprettet SEKS DAGE efter kurators mandats ophør.</i></p>
<p><b>What this Court may not yet know is the scale of destruction.</b> Shape Robotics A/S is not just a small company. It is a Nasdaq-listed company with:</p> <ul style="list-style-type: none"> <li>• Over 4,800 creditors (shareholders, suppliers, employees)</li> <li>• A signed EUR 32,000,000 framework agreement with Bechtle direct Polska (part of Bechtle AG, a EUR 6B+ German IT company) for STEM/AI laboratory equipment to Polish public schools [Annex 5a]</li> <li>• Two signed addenda expanding the agreement (19 November and 27 November 2025) [Annex 5b, 5c]</li> <li>• A Finnish subsidiary, Sanako Oy, valued at approximately EUR 8 million, designated as the delivery vehicle for the Bechtle contract [Annex 5a, Art. 3.13]</li> </ul>	<p><b>Hvad denne Ret måske endnu ikke ved, er omfanget af ødelæggelsen.</b> Shape Robotics A/S er ikke blot et lille selskab. Det er et Nasdaq-noteret selskab med:</p> <ul style="list-style-type: none"> <li>• Over 4.800 kreditorer (aktionærer, leverandører, ansatte)</li> <li>• En underskrevet rammeaftale på EUR 32.000.000 med Bechtle direct Polska (del af Bechtle AG, et EUR 6 mia.+ tysk IT-selskab) for STEM/AI-laboratorieudstyr til polske offentlige skoler [Bilag 5a]</li> <li>• To underskrevne tillæg, der udvider aftalen (19. november og 27. november 2025) [Bilag 5b, 5c]</li> <li>• Et finsk datterselskab, Sanako Oy, vurderet til ca. EUR 8 millioner, udpeget som leveringsenhed for Bechtle-kontrakten [Bilag 5a, Art. 3.13]</li> <li>• En bekræftet hensigtserklæring fra</li> </ul>

<ul style="list-style-type: none"> <li>• A confirmed Letter of Intent from IRIS SARL for an equity line facility of up to 15,000,000 shares — approximately EUR 15 million in available capital [Annex 6a, 6b]</li> <li>• An Extraordinary General Meeting planned for 22 January 2026, which the trustee cancelled without market disclosure</li> </ul>	<p><i>IRIS SARL om en aktieudstedelseslinje på op til 15.000.000 aktier — ca. EUR 15 millioner i tilgængelig kapital [Bilag 6a, 6b]</i></p> <ul style="list-style-type: none"> <li>• <i>En ekstraordinær generalforsamling planlagt til 22. januar 2026, som kurator aflyste uden markeds offentliggørelse</i></li> </ul>
<p>The trustee — Teis Gullitz-Wormslev — is a partner at Kromann Reumert. Kromann Reumert is the law firm that filed the bankruptcy petition ON BEHALF OF Danske Bank and EIFO. The same firm that represented the petitioning creditor appointed its own partner as trustee. In 59 days (6 January — 5 March 2026), this trustee destroyed a company with EUR 40M+ in contracted revenue and EUR 15M in available financing, reducing it to zero deliverable assets.</p>	<p><i>Kuratoren — Teis Gullitz-Wormslev — er partner hos Kromann Reumert. Kromann Reumert er det advokatfirma, der indgav konkursbegæringen PÅ VEGNE AF Danske Bank og EIFO. Det samme firma, der repræsenterede den begærende kreditor, udpegede sin egen partner som kurator. På 59 dage (6. januar — 5. marts 2026) ødelagde denne kurator et selskab med EUR 40 mio.+ i kontraheret omsætning og EUR 15 mio. i tilgængelig finansiering og reducerede det til nul leverbare aktiver.</i></p>
<p>The Danish Parliament itself has recognized these systemic problems. On 18 December 2025, Folketinget passed Law L20 — "Skærpede regler om udpegning af kurator og habilitet m.v." — which strengthens trustee impartiality rules, introduces ad hoc trustees for conflicts of interest (new §108a), and bars recent advisors from serving as trustees (new §238, stk. 3) [Annex 7]. The very situation this law was designed to prevent is exactly what happened to Shape Robotics.</p>	<p><i>Folketinget selv har anerkendt disse systemiske problemer. Den 18. december 2025 vedtog Folketinget lov L20 — "Skærpede regler om udpegning af kurator og habilitet m.v." — som skærper reglerne for kurators upartiskhed, indfører ad hoc-kuratorer ved interessekonflikter (ny §108a) og udelukker nylige rådgivere fra at fungere som kuratorer (ny §238, stk. 3) [Bilag 7]. Netop den situation, som denne lov var designet til at forhindre, er præcis det, der skete med Shape Robotics.</i></p>
<p>A criminal complaint has been filed (15 March 2026) [Annex 2] and a formal demand letter sent to all Kromann Reumert partners (17 March 2026) [Annex 3]. Neither has produced</p>	<p><i>En strafferetlig anmeldelse er indgivet (15. marts 2026) [Bilag 2] og et formelt kravbrev er sendt til alle Kromann Reumerts partnere (17. marts 2026) [Bilag 3]. Ingen af delene har givet</i></p>

results.	<i>resultater.</i>
<p>The Afviklingsaftale’s timeline reveals a pre-meditated strategy, not a response to insolvency. The same law firm simultaneously: (a) filed the bankruptcy petition, (b) drafted the wind-down agreement, (c) pre-designated its own partner as trustee, and (d) collected EUR 568,700 from the company — all within the same week in November 2025.</p>	<p><i>Afviklingsaftalens tidslinje afslører en forudplanlagt strategi, ikke et svar på insolvens. Det samme advokatfirma foretog samtidig: (a) indgav konkursbegæring, (b) udarbejdede afviklingsaftalen, (c) forudbestemte sin egen partner som kurator, og (d) modtog EUR 568.700 fra selskabet — alt sammen inden for den samme uge i november 2025.</i></p>
<p><b>I am one person. I am in Romania. I have no lawyer. I have no funds. I have no access to my company's property. I am against Denmark's largest law firm. I ask this Honourable Court — which already found the first bankruptcy unlawful — to protect the rule of law.</b></p>	<p><i><b>Jeg er én person. Jeg er i Rumænien. Jeg har ingen advokat. Jeg har ingen midler. Jeg har ingen adgang til mit selskabs ejendom. Jeg er op mod Danmarks største advokatfirma. Jeg beder denne ærede Ret — som allerede fandt den første konkurs ulovlig — om at beskytte retsstaten.</b></i></p>

### III. Background — The High Court Ruling / Baggrund — Landsrettens Kendelse

#### III. BACKGROUND — THE HIGH COURT RULING / BAGGRUND — LANDSRETTENS KENDELSE

<p>On 6 January 2026, Sø- og Handelsretten issued a bankruptcy decree against Shape Robotics A/S (Case 147665). Teis Gullitz-Wormslev of Kromann Reumert was appointed trustee.</p>	<p><i>Den 6. januar 2026 afsagde Sø- og Handelsretten konkursdekret mod Shape Robotics A/S (sag 147665). Teis Gullitz-Wormslev fra Kromann Reumert blev udpeget som kurator.</i></p>
<p>On 5 March 2026, Østre Landsret (a three-judge panel) unanimously annulled the decree [Annex 1]. The Court found that the bankruptcy petition was NOT lawfully served, cf. Retsplejeloven §157a(1). Service had been made to Helle Rootzén on her PRIVATE digital address — which the Court ruled was not permitted under the statute.</p>	<p><i>Den 5. marts 2026 ophævede Østre Landsret (et tredommerpanel) enstemmigt dekretet [Bilag 1]. Retten fandt, at konkursbegæringen IKKE var lovligt forkyndt, jf. Retsplejelovens §157a, stk. 1. Forkyndelse var sket til Helle Rootzén på hendes PRIVATE digitale adresse — hvilket Retten fastslog ikke var tilladt efter bestemmelsen.</i></p>
<p>The Court further noted that there was no evidence the company was made aware of the petition by any other means, cf. Konkurslov §23(3).</p>	<p><i>Retten bemærkede endvidere, at der ikke var bevis for, at selskabet blev gjort bekendt med begæringen på anden måde, jf. Konkurslovens §23, stk. 3.</i></p>
<p>The annulment operates <i>ex tunc</i> — retroactively from the date of the original decree. Under Konkurslov §29, management rights are automatically restored upon annulment.</p>	<p><i>Ophævelsen virker ex tunc — med tilbagevirkende kraft fra datoen for det oprindelige dekret. I henhold til Konkurslovens §29 genoprettes ledelsesrettighederne automatisk ved ophævelse.</i></p>
<p>Mark-Robert Abraham was reinstated as Direktør on 5 March 2026, as confirmed by the CVR extract from Erhvervsstyrelsen (the Danish Business Authority).</p>	<p><i>Mark-Robert Abraham blev genindsæt som Direktør den 5. marts 2026, som bekræftet ved CVR-udtræk fra Erhvervsstyrelsen.</i></p>

**A copy of the High Court ruling is attached as Annex 1.**

***En kopi af Landsrettens kendelse er vedlagt som Bilag 1.***

## IV. Current Situation — Nothing Has Been Handed Over / Nuværende Situation — Intet Er Udleveret

### IV. CURRENT SITUATION — NOTHING HAS BEEN HANDED OVER / NUVÆRENDE SITUATION — INTET ER UDLEVERET

Since 5 March 2026 — fourteen days ago — the former trustee has returned NOTHING to the company.	<i>Siden den 5. marts 2026 — fjorten dage siden — har den tidligere kurator INTET returneret til selskabet.</i>
Konkurslov §114(3) and §29 require the immediate handover of all company property, documents, and funds upon the annulment of a bankruptcy decree.	<i>Konkurslovens §114, stk. 3 og §29 kræver øjeblikkelig udlevering af al selskabets ejendom, dokumenter og midler ved ophævelse af et konkursdekret.</i>
The only document received from the former trustee is a creditor list (Gældbog.pdf) on 10 March 2026.	<i>Det eneste dokument modtaget fra den tidligere kurator er en kreditorliste (Gældbog.pdf) den 10. marts 2026.</i>
On 11 March 2026 — SIX DAYS after the former trustee's mandate ended — the former trustee deposited DKK 3,722,813.18 into a Nordea escrow account (Reg. 2191 / Acc. 9046 428 843). The company never consented to this arrangement. This is effectively a seizure of company funds by the former trustee's law firm.	<i>Den 11. marts 2026 — SEKS DAGE efter den tidligere kurators mandats ophør — indsatte den tidligere kurator DKK 3.722.813,18 på en Nordea deponeringskonto (Reg. 2191 / Konto 9046 428 843). Selskabet samtykke aldrig til denne ordning. Der er reelt tale om beslaglæggelse af selskabets midler af den tidligere kurators advokatfirma.</i>
A criminal complaint was filed on 15 March 2026 with Østre Landsret, the National Special Crime Unit (NSK), the Financial Supervisory Authority (Finanstilsynet), and the Danish Bar Complaints Board (Advokatnævnet) under Retsplejeloven §535(1). See Annex 2 [Annex 2].	<i>En strafferetlig anmeldelse blev indgivet den 15. marts 2026 til Østre Landsret, National enhed for Særlig Kriminalitet (NSK), Finanstilsynet og Advokatnævnet i henhold til Retsplejelovens §535, stk. 1. Se Bilag 2 [Bilag 2].</i>
A formal demand letter was sent to ALL partners of Kromann Reumert on 17 March 2026. See Annex 3 [Annex 3].	<i>Et formelt kravbrev blev sendt til ALLE partnere i Kromann Reumert den 17. marts 2026. Se Bilag 3 [Bilag 3].</i>
<b>As of 19 March 2026: no response,</b>	<b><i>Pr. 19. marts 2026: intet svar, ingen</i></b>

**no compliance, no handover.**

***overholdelse, ingen udlevering.***

## V. The Trustee Who Was Danske Bank's Lawyer — 59 Days of Destruction

### V. THE TRUSTEE WHO WAS DANSKE BANK'S LAWYER — 59 DAYS OF DESTRUCTION / KURATOREN DER VAR DANSKE BANKS ADVOKAT — 59 DAGES ØDELÆGGELSE

#### A. The Dual Role / Den Dobbelte Rolle

Teis Gullitz-Wormslev is a partner at Kromann Reumert.

Kromann Reumert filed the bankruptcy petition on behalf of Danske Bank and EIFO on 25 November 2025.

The SAME firm's partner was appointed trustee on 6 January 2026.

Under Konkurslov §110, the trustee must act in the interest of ALL creditors. But this trustee was the lawyer for THE PETITIONING CREDITOR — a structural conflict of interest.

Folketinget recognized this exact problem and passed Law L20 on 18 December 2025, introducing new §108a (ad hoc trustees for impartiality doubts) and §238 stk. 3 (barring recent advisors) [Annex 7].

**The Shape Robotics case is a textbook example of the abuse these reforms were designed to prevent.**

*Teis Gullitz-Wormslev er partner hos Kromann Reumert.*

*Kromann Reumert indgav konkursbegæringen på vegne af Danske Bank og EIFO den 25. november 2025.*

*Den SAMME firms partner blev udpeget som kurator den 6. januar 2026.*

*I henhold til Konkurslovens §110 skal kurator handle i ALLE kreditorers interesse. Men denne kurator var advokat for DEN BEGÆRENDE KREDITOR — en strukturel interessekonflikt.*

*Folketinget anerkendte netop dette problem og vedtog lov L20 den 18. december 2025, der indfører ny §108a (ad hoc-kuratorer ved tvivl om upartiskhed) og §238 stk. 3 (udelukkelse af nylige rådgivere) [Bilag 7].*

***Shape Robotics-sagen er et skoleeksempel på det misbrug, som disse reformer var designet til at forhindre.***

#### B. What the Company Was Worth / Hvad Selskabet Var Værd

On 26 September 2025 — just two months before the bankruptcy petition — Shape Robotics signed a Sale Purchase Framework Agreement with Bechtle direct Polska Sp. z o.o. [Annex 5a]:

- Total estimated value: EUR

*Den 26. september 2025 — blot to måneder før konkursbegæringen — underskrev Shape Robotics en rammeaftale om køb med Bechtle direct Polska Sp. z o.o. [Bilag 5a]:*

- *Samlet estimeret værdi: EUR*

<p>32,000,000.00 (Article 2.1)</p> <ul style="list-style-type: none"> <li>• Buyer: Bechtle direct Polska — part of Bechtle AG, one of Europe's largest IT companies (revenue &gt;EUR 6 billion)</li> <li>• Subject: STEM/AI laboratory equipment for Polish public schools, under government procurement through NASK PIB (Polish national research institute)</li> <li>• 25+ product categories including 3D printers, robotics kits, VR systems, laser cutters, software [Annex 5b]</li> <li>• Deliveries through Sanako Oy, Shape Robotics' Finnish subsidiary (Article 3.13) [Annex 5a]</li> <li>• Sanako Oy was acquired by Shape Robotics for approximately EUR 8 million</li> <li>• Addendum 1 (19 November 2025): detailed pricing for all product categories [Annex 5b]</li> <li>• Addendum 2 (27 November 2025): pre-order mechanism and delivery terms [Annex 5c]</li> </ul> <p><b>CRITICAL TIMELINE:</b> The bankruptcy petition was filed on 25 November 2025. Addendum 2 was signed by Mark-Robert Abraham on 27 November 2025 (with QES - Namirial CA Firma Qualificata) and by Bechtle on 3 December 2025. The company was ACTIVELY executing a EUR 32M+ contract at the very moment it was being forced into bankruptcy.</p>	<p>32.000.000,00 (Artikel 2.1)</p> <ul style="list-style-type: none"> <li>• <i>Køber: Bechtle direct Polska — del af Bechtle AG, en af Europas største IT-virksomheder (omsætning &gt;EUR 6 milliarder)</i></li> <li>• <i>Emne: STEM/AI-laboratorieudstyr til polske offentlige skoler, under offentligt udbud gennem NASK PIB (polsk nationalt forskningsinstitut)</i></li> <li>• <i>25+ produktkategorier inkl. 3D-printere, robotkits, VR-systemer, laserskærere, software [Bilag 5b]</i></li> <li>• <i>Leverancer gennem Sanako Oy, Shape Robotics' finske datterselskab (Artikel 3.13) [Bilag 5a]</i></li> <li>• <i>Sanako Oy blev erhvervet af Shape Robotics for ca. EUR 8 millioner</i></li> <li>• <i>Tillæg 1 (19. november 2025): detaljeret prisfastsættelse for alle produktkategorier [Bilag 5b]</i></li> <li>• <i>Tillæg 2 (27. november 2025): forudbestillingsmekanisme og leveringsbetingelser [Bilag 5c]</i></li> </ul> <p><b>KRITISK TIDSLINJE:</b>  <i>Konkursbegæringen blev indgivet den 25. november 2025. Tillæg 2 blev underskrevet af Mark-Robert Abraham den 27. november 2025 (med QES - Namirial CA Firma Qualificata) og af Bechtle den 3. december 2025. Selskabet var AKTIVT i gang med at eksekvere en EUR 32 mio.+ kontrakt på det nøjagtige tidspunkt, det blev tvunget i konkurs.</i></p>
<p><b>C. The IRIS Capital Financing — EUR 15 Million Available / IRIS Capital Finansiering — EUR 15 Millioner Til Rådighed</b></p>	
<p>On 19 December 2025, Shape Robotics announced it was in advanced discussions with IRIS Capital Investment for an equity line financing facility (Company Announcement 35-</p>	<p><i>Den 19. december 2025 meddelte Shape Robotics, at selskabet var i avancerede forhandlinger med IRIS Capital Investment om en aktieudstedelseslinje</i></p>

<p>25) [Annex 6a].</p> <p>Terms: convertible loan, 15,000,000 shares at 95% minimum daily VWAP, 36-month maturity, unrestricted use of proceeds.</p> <p>An Extraordinary General Meeting was planned for 22 January 2026 to approve this financing.</p> <p><b>The trustee CANCELLED the EGM without any market disclosure — zero Nasdaq announcements during 59 days of trusteeship over a listed company.</b></p> <p>On 11 March 2026 — six days after the annulment — IRIS immediately reconfirmed its interest on identical terms through a formal LOI (Company Announcement 03-26) [Annex 6b].</p> <p>The LOI contemplates up to 15,000,000 shares — approximately EUR 15 million in available capital.</p> <p>The Company is ready to issue approximately 1,000,000 shares immediately under existing authorization.</p> <p>The petitioning creditor has agreed to negotiate settlement funded from IRIS proceeds.</p> <p><b>The ONLY obstacle is the continued trading suspension — maintained by Nasdaq Copenhagen in defiance of the Court's order.</b></p>	<p><i>(Selskabsmeddelelse 35-25) [Bilag 6a].</i></p> <p><i>Vilkår: konvertibelt lån, 15.000.000 aktier til 95% minimum daglig VWAP, 36 måneders løbetid, ubegrænset anvendelse af provenu.</i></p> <p><i>En ekstraordinær generalforsamling var planlagt til den 22. januar 2026 for at godkende denne finansiering.</i></p> <p><b><i>Kuratoren AFLYSTE generalforsamlingen uden nogen markeds offentliggørelse — nul Nasdaq-meddelelser i 59 dages kuratortilsyn med et børsnoteret selskab.</i></b></p> <p><i>Den 11. marts 2026 — seks dage efter ophævelsen — genbekræftede IRIS straks sin interesse på identiske vilkår gennem en formel LOI (Selskabsmeddelelse 03-26) [Bilag 6b].</i></p> <p><i>LOI'en omfatter op til 15.000.000 aktier — ca. EUR 15 millioner i tilgængelig kapital.</i></p> <p><i>Selskabet er klar til at udstede ca. 1.000.000 aktier straks under eksisterende bemyndigelse.</i></p> <p><i>Den begærende kreditor har indvilget i at forhandle forlig finansieret fra IRIS-provenuet.</i></p> <p><b><i>Den ENESTE hindring er den fortsatte handelssuspension — opretholdt af Nasdaq Copenhagen i trods af Rettens kendelse.</i></b></p>
<p><b>D. The Sabotaged EGM / Den Saboterede Generalforsamling</b></p>	
<p>The Company had planned an EGM for 22 January 2026.</p> <p>Purpose: approve the IRIS Capital equity line facility and raise capital.</p> <p><b>With EUR 15M in available financing and EUR 32M in contracted revenue, the Company could have paid ALL</b></p>	<p><i>Selskabet havde planlagt en ekstraordinær generalforsamling til den 22. januar 2026.</i></p> <p><i>Formål: godkende IRIS Capital aktieudstedelseslinjen og rejse kapital.</i></p> <p><b><i>Med EUR 15 mio. i tilgængelig finansiering og EUR 32 mio. i</i></b></p>

<p><b>creditors.</b></p> <p>The trustee cancelled the EGM. The trustee made ZERO market disclosures during 59 days — a violation of MAR Article 17(1). By cancelling the EGM, the trustee prevented the Company from accessing the very capital that would have resolved all creditor claims.</p> <p><b>This served only Danske Bank's interest: if the Company raises capital and pays debts, Danske Bank loses its leverage.</b></p>	<p><b>kontraheret omsætning kunne selskabet have betalt ALLE kreditorer.</b></p> <p><i>Kuratoren aflyste generalforsamlingen. Kuratoren foretog NUL markedsøffentliggørelser i 59 dage — en overtrædelse af MAR artikel 17, stk. 1.</i></p> <p><i>Ved at aflyse generalforsamlingen forhindrede kuratoren selskabet i at få adgang til netop den kapital, der ville have løst alle kreditorkrav.</i></p> <p><b>Dette tjente kun Danske Banks interesse: hvis selskabet rejser kapital og betaler gæld, mister Danske Bank sin indflydelse.</b></p>
<p><b>E. 59 Days of Destruction — The Math / 59 Dages Ødelæggelse — Matematikken</b></p>	

What Shape Robotics Had	What the Trustee Preserved
✓ EUR 32M+ Bechtle framework agreement [Annex 5a]	✗ EUR 0 — contract not pursued
✓ Sanako Oy subsidiary (~EUR 8M)	✗ Status unknown — no information
✓ EUR 15M IRIS Capital equity facility [Annex 6a]	✗ Cancelled — EGM sabotaged
✓ Shape Robotics Romania SRL	✗ Status unknown
✓ Shape Robotics Poland S.A.	✗ Status unknown
✓ Shape Robotics East S.R.L.	✗ Status unknown
✓ 25+ product lines	✗ Status unknown
✓ Intellectual property, software, designs	✗ Status unknown
✓ DKK 3,722,813.18 in funds	✗ Seized in unauthorized escrow
✓ 4,800+ creditor relationships	✗ Destroyed — zero communication

<p>✓ Nasdaq listing (SHAPE)</p>	<p>✗ Suspended — zero disclosures</p>
<p><b>Conclusion:</b> In 59 days, the trustee — who was Danske Bank's own lawyer — took a company group with EUR 40M+ in contracted revenue, EUR 15M in available financing, EUR 8M in subsidiary value, and over 4,800 stakeholders, and reduced it to NOTHING. Not a single asset has been returned.</p>	<p><b>Konklusion:</b> På 59 dage tog kuratoren — som var Danske Banks egen advokat — en koncern med EUR 40 mio.+ i kontraheret omsætning, EUR 15 mio. i tilgængelig finansiering, EUR 8 mio. i datterselskabsværdi og over 4.800 interessenter, og reducerede den til INTET. Ikke et eneste aktiv er blevet returneret.</p>
<p>Under Konkurslov §110, the trustee must act in the interest of all creditors. This trustee acted as Danske Bank's de facto administrator. His sole objective was to secure Danske Bank's position, not to maximize value for the estate.</p>	<p><i>I henhold til Konkurslovens §110 skal kurator handle i alle kreditorers interesse. Denne kurator handlede som Danske Banks de facto administrator. Hans eneste mål var at sikre Danske Banks position, ikke at maksimere værdien for boet.</i></p>

## VI. The Afviklingsaftale — How Good Faith Was Exploited / Afviklingsaftalen — Hvordan God Tro Blev Udnyttet

### VI. THE AFVIKLINGSAFTALE — HOW GOOD FAITH WAS EXPLOITED / AFVIKLINGSAFTALEN — HVORDAN GOD TRO BLEV UDNYTTET

#### A. The Company Paid in Good Faith / Selskabet Betalte i God Tro

On 25 November 2025, Kromann Reumert, acting on behalf of Danske Bank and EIFO, filed a bankruptcy petition against Shape Robotics A/S.	<i>Den 25. november 2025 indgav Kromann Reumert på vegne af Danske Bank og EIFO en konkursbegæring mod Shape Robotics A/S.</i>
Three days later, on 28 November 2025, Kromann Reumert presented an Afviklingsaftale (wind-down agreement) — DocuSign Envelope ID: 1BFCABD2-4DFF-45D8-BAA3-853A918A548E. Shape Robotics A/S considers this agreement absolutely null and void (ugyldig).	<i>Tre dage senere, den 28. november 2025, præsenterede Kromann Reumert en Afviklingsaftale — DocuSign Envelope ID: 1BFCABD2-4DFF-45D8-BAA3-853A918A548E. Shape Robotics A/S anser denne aftale for absolut ugyldig.</i>
The agreement required an immediate payment of DKK 3,725,000, followed by monthly installments of DKK 2,500,000.	<i>Aftalen krævede en øjeblikkelig betaling på DKK 3.725.000 efterfulgt af månedlige afdrag på DKK 2.500.000.</i>
Shape Robotics A/S, acting through its Romanian subsidiary Shape Robotics Romania SRL, paid EUR 568,700 to the Kromann Reumert client account (Reg. 4183, konto 4310 507032) on 2 December 2025 under a Conditional Loan Agreement specifically created for this purpose.	<i>Shape Robotics A/S, der handlede gennem sit rumænske datterselskab Shape Robotics Romania SRL, betalte EUR 568.700 til Kromann Reumerts klientkonto (Reg. 4183, konto 4310 507032) den 2. december 2025 i henhold til en Betinget Låneaftale, der specifikt blev oprettet til dette formål.</i>
The CEO, Mark-Robert Abraham, personally signed the Afviklingsaftale with a Qualified Electronic Signature (QES — Namirial CA Firma Qualificata) on 2 December 2025 at 14:44:56 UTC+0100.	<i>Direktøren, Mark-Robert Abraham, underskrev personligt Afviklingsaftalen med en Kvalificeret Elektronisk Signatur (QES — Namirial CA Firma Qualificata) den 2. december 2025 kl. 14:44:56 UTC+0100.</i>
<b>This was an act of total good faith. A small company mobilised an</b>	<i><b>Dette var en handling i fuldstændig god tro. Et lille selskab mobiliserede</b></i>

<p><b>international loan from its Romanian subsidiary to pay its creditors and avoid bankruptcy.</b></p>	<p><i>et internationalt lån fra sit rumænske datterselskab for at betale sine kreditorer og undgå konkurs.</i></p>
<p><b>B. The Trap — Pre-Designated Trustee / Fælden — Forudbestemt Kurator</b></p>	
<p>What Shape Robotics did not know — and could not have known — was that the same Kromann Reumert that drafted the Afviklingsaftale had ALREADY designated its own partner, Teis Gullitz-Wormslev, as "Kurator" (trustee) in the DocuSign envelope.</p>	<p><i>Hvad Shape Robotics ikke vidste — og ikke kunne have vidst — var, at den samme Kromann Reumert, der udarbejdede Afviklingsaftalen, ALLEREDE havde udpeget sin egen partner, Teis Gullitz-Wormslev, som "Kurator" i DocuSign-konvolutten.</i></p>
<p>The DocuSign Certificate of Completion confirms: on 28 November 2025, the envelope was created by Albert Mungo Madsen (almm@kromannreumert.com), Assistant Associate at Kromann Reumert. Teis Gullitz-Wormslev was included as CC recipient with the role "Kurator".</p>	<p><i>DocuSign-færdiggørelsescertifikatet bekræfter: den 28. november 2025 blev konvolutten oprettet af Albert Mungo Madsen (almm@kromannreumert.com), Assistant Associate hos Kromann Reumert. Teis Gullitz-Wormslev var inkluderet som CC-modtager med rollen "Kurator".</i></p>
<p><b>This was 39 DAYS before any court appointed him as trustee (6 January 2026).</b></p>	<p><i>Dette var 39 DAGE før nogen domstol udpegede ham som kurator (6. januar 2026).</i></p>
<p>While Shape Robotics was paying in good faith to honour the agreement, Kromann Reumert was simultaneously preparing the bankruptcy and pre-arranging who would control the estate.</p>	<p><i>Mens Shape Robotics betalte i god tro for at overholde aftalen, var Kromann Reumert samtidig i gang med at forberede konkursen og på forhånd arrangere, hvem der skulle kontrollere boet.</i></p>
<p><b>C. The Circular Logic — Breach Created by the Creditor Itself / Den Cirkulære Logik — Misligholdelse Skabt af Kreditor Selv</b></p>	
<p>The Afviklingsaftale required a second payment of DKK 2,500,000 by 6 January 2026.</p>	<p><i>Afviklingsaftalen krævede en anden betaling på DKK 2.500.000 senest den 6. januar 2026.</i></p>
<p>On 6 January 2026 — the exact date the second payment was due — the Bankruptcy Court issued a decree</p>	<p><i>Den 6. januar 2026 — den nøjagtige dato, hvor den anden betaling forfaldt — afsagde Skifteretten konkursdekret</i></p>

<p>putting Shape Robotics into bankruptcy. The petition was filed by OTHER creditors, but Kromann Reumert (acting for Danske Bank/EIFO) was aware and did not oppose.</p>	<p><i>mod Shape Robotics. Begæringen var indgivet af ANDRE kreditorer, men Kromann Reumert (der handlede for Danske Bank/EIFO) var bekendt hermed og modsatte sig ikke.</i></p>
<p>Once the company was in bankruptcy, it could not make ANY payments. The CEO lost all management rights. All accounts were under the trustee's control.</p>	<p><i>Da selskabet var under konkurs, kunne det ikke foretage NOGEN betalinger. Direktøren mistede alle ledelsesrettigheder. Alle konti var under kurators kontrol.</i></p>
<p>Shape Robotics could not have paid the second installment because it was in bankruptcy — a bankruptcy that was later ruled UNLAWFUL by the High Court [Annex 1].</p>	<p><i>Shape Robotics kunne ikke have betalt det andet afdrag, fordi selskabet var under konkurs — en konkurs, som senere blev kendt ULOVLIG af Landsretten [Bilag 1].</i></p>
<p>The Afviklingsaftale's DocuSign metadata proves that this was not a good-faith wind-down — it was a trap. Kromann Reumert drafted the agreement, collected EUR 568,700, and pre-designated its own partner as trustee — all while the company believed it was negotiating in good faith to resolve the debt.</p>	<p><i>Afviklingsaftalens tidslinje afslører en forudplanlagt strategi, ikke et svar på insolvens. Det samme advokatfirma foretog samtidig: (a) indgav konkursbegæring, (b) udarbejdede afviklingsaftalen, (c) forudbestemte sin egen partner som kurator, og (d) modtog EUR 568.700 fra selskabet — alt sammen inden for den samme uge i november 2025."</i></p>
<p><b>Under Danish law (new §238, stk. 3, effective 1 January 2026), a person who has provided “not insignificant advice” to the debtor within one year before the petition date may NOT serve as trustee [Annex 7]. Kromann Reumert did not merely advise — they drafted the Afviklingsaftale, received the payment, and then controlled the estate through their own pre-designated partner. This is the textbook scenario that Law L20 was enacted to prevent.</b></p>	<p><i>I henhold til dansk ret (ny §238, stk. 3, med virkning fra 1. januar 2026) må en person, der har ydet ”ikke uvæsentlig rådgivning” til skyldneren inden for ét år før fristdagen, IKKE fungere som kurator [Bilag 7]. Kromann Reumert rådgav ikke blot — de udarbejdede Afviklingsaftalen, modtog betalingen og kontrollerede derefter boet gennem deres egen forudbestemte partner. Dette er lærebogssceneriet, som lov L20 blev vedtaget for at forhindre.</i></p>

Under fundamental principles of Danish contract law, a party cannot benefit from its own wrongful conduct (*nemo auditur propriam turpitudinem allegans*). The pre-designation of Teis Gullitz-Wormslev as trustee 39 days before the court appointment demonstrates that the bankruptcy was not an unforeseen event — it was the intended outcome. Furthermore, the Afviklingsaftale was drafted entirely and unilaterally by Kromann Reumert. Shape Robotics had no bargaining power and no opportunity to negotiate the terms. Under the well-established Danish doctrine of *contra proferentem* (koncipistreglen/klarhedsreglen), any ambiguity in a contract must be interpreted against the party who drafted it. This principle, recognized by Danish courts and consistent with Aftaleloven §36, means that the Afviklingsaftale — drafted by the same law firm that simultaneously filed the bankruptcy petition and pre-designated its own partner as trustee — must be interpreted against Kromann Reumert in every respect. Shape Robotics A/S considers this agreement absolutely null and void. It is absurd to treat as valid an agreement where: (a) the drafter filed a bankruptcy petition three days BEFORE presenting the agreement, (b) the drafter pre-designated its own partner as trustee in the very DocuSign envelope, (c) the drafter knew the company would be unable to make the second payment because it would be in bankruptcy, and (d) the agreement was used to

*I henhold til grundlæggende principper i dansk aftaleret kan en part ikke drage fordel af sin egen retsstridige adfærd (nemo auditur propriam turpitudinem allegans). Forudbestemmelsen af Teis Gullitz-Wormslev som kurator 39 dage før retslig udpegning viser, at konkursen ikke var en uforudset begivenhed — den var det tilsigtede resultat. Endvidere blev Afviklingsaftalen udarbejdet helt og ensidigt af Kromann Reumert. Shape Robotics havde ingen forhandlingsstyrke og ingen mulighed for at forhandle vilkårene. I henhold til den veletablerede danske doktrin contra proferentem (koncipistreglen/klarhedsreglen) skal enhver uklarhed i en kontrakt fortolkes mod den part, der har udarbejdet den. Dette princip, anerkendt af danske domstole og i overensstemmelse med Aftaleloven §36, betyder, at Afviklingsaftalen — udarbejdet af det samme advokatfirma, der samtidig indgav konkursbegæring og forudbestemte sin egen partner som kurator — skal fortolkes mod Kromann Reumert i enhver henseende. Shape Robotics A/S anser denne aftale for absolut ugyldig. Det er absurd at betragte en aftale som gyldig, hvor: (a) udarbejderen indgav konkursbegæring tre dage FØR præsentationen af aftalen, (b) udarbejderen forudbestemte sin egen partner som kurator i selve DocuSign-konvolutten, (c) udarbejderen vidste, at selskabet ikke ville kunne foretage den anden betaling, fordi det ville være under*

<p><b>extract EUR 568,700 from a company that was acting in complete good faith. This was not a contract — it was a mechanism to extract funds under the pretence of a wind-down that was never intended to succeed.</b></p>	<p><i>konkurs, og (d) aftalen blev brugt til at udtrække EUR 568.700 fra et selskab, der handlede i fuldstændig god tro. Dette var ikke en kontrakt — det var en mekanisme til at udtrække midler under påskud af en afvikling, der aldrig var tiltænkt at lykkes.</i></p>
<p><b>D. The Company That Paid vs. The Law Firm That Took / <i>Selskabet Der Betalte vs. Advokatfirmaet Der Tog</i></b></p>	

What Shape Robotics Did	What Kromann Reumert Did
<p>✓ Mobilised EUR 568,700 from Romanian subsidiary</p>	<p>✗ Pre-designated own partner as trustee</p>
<p>✓ Signed the Afviklingsaftale in good faith with QES</p>	<p>✗ Filed bankruptcy petition 3 days before presenting the agreement</p>
<p>✓ Paid to Kromann Reumert client account as instructed</p>	<p>✗ Received the money, then supported bankruptcy proceedings</p>
<p>✓ Planned EGM to raise capital (22 January 2026)</p>	<p>✗ Cancelled the EGM without market disclosure</p>
<p>✓ Appealed the bankruptcy to the High Court</p>	<p>✗ Opposed the appeal (and lost — unanimously)</p>
<p>✓ Demanded return of property after annulment</p>	<p>✗ Refused to hand over, deposited funds in unauthorized escrow</p>
<p>✓ Filed criminal complaint, sent demand letter</p>	<p>✗ Retained company funds in unauthorized Nordea escrow, refusing "breach"</p>

<p><b>Shape Robotics A/S has at every stage attempted to act correctly, pay its debts, and cooperate. Kromann Reumert has at every stage used its position to extract payments, control assets, and prevent the company from functioning.</b></p>	<p><i>Shape Robotics A/S har på hvert eneste trin forsøgt at handle korrekt, betale sin gæld og samarbejde. Kromann Reumert har på hvert eneste trin brugt sin position til at udtrække betalinger, kontrollere aktiver og forhindre selskabet i at fungere.</i></p>
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## VII. The Danish Parliament Knows / Folketinget Ved Det

<b>VII. THE DANISH PARLIAMENT KNOWS / FOLKETINGET VED DET</b>	
<p>On 18 December 2025, the Danish Parliament passed Law L20: "Lov om ændring af konkursloven (Skærpede regler om udpegning af kurator og habilitet m.v.)" [Annex 7]. This law, effective 1 January 2026:</p>	<p><i>Den 18. december 2025 vedtog Folketinget lov L20: "Lov om ændring af konkursloven (Skærpede regler om udpegning af kurator og habilitet m.v.)" [Bilag 7]. Denne lov, med virkning fra 1. januar 2026:</i></p>
<ul style="list-style-type: none"> <li>• Creates new §108a: ad hoc trustees when there is doubt about the main trustee's impartiality</li> <li>• Strengthens §238: bars anyone who has provided advice to the debtor or its close parties within 1 year from serving as trustee (new stk. 3)</li> <li>• Requires trustees to declare prior advisory relationships (new stk. 4)</li> <li>• Restricts voting rights for insiders and related parties (new §114a)</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Indfører ny §108a: ad hoc-kuratorer, når der er tvivl om hovedkurators upartiskhed</i></li> <li>• <i>Skærper §238: udelukker enhver, der har ydet rådgivning til skyldneren eller dennes nærtstående inden for 1 år, fra at fungere som kurator (ny stk. 3)</i></li> <li>• <i>Kræver, at kuratorer oplyser om tidligere rådgivningsforhold (ny stk. 4)</i></li> <li>• <i>Begrænser stemmerettigheder for insidere og nærtstående parter (ny §114a)</i></li> </ul>
<p><b>The timing is remarkable.</b> This law was passed on 18 December 2025 — nineteen days BEFORE the Shape Robotics bankruptcy decree was issued (6 January 2026). The Parliament recognized the systemic problem of trustee conflicts of interest. Yet, exactly this type of conflict occurred in the Shape Robotics case.</p>	<p><b><i>Timingens er bemærkelsesværdig.</i></b> Denne lov blev vedtaget den 18. december 2025 — nitten dage FØR konkursdekretet mod Shape Robotics blev afsagt (6. januar 2026). Folketinget anerkendte det systemiske problem med interessekonflikter hos kuratorer. Alligevel opstod netop denne type konflikt i Shape Robotics-sagen.</p>
<p><b>I am not making unusual claims. The Danish Parliament itself has acknowledged that the bankruptcy system had structural problems with trustee impartiality. My company is a victim of exactly these problems. The reforms came too late for Shape Robotics, but they validate every concern I am raising.</b></p>	<p><b><i>Jeg fremsætter ikke usædvanlige påstande. Folketinget selv har anerkendt, at konkurssystemet havde strukturelle problemer med kurators upartiskhed. Mit selskab er et offer for netop disse problemer. Reformerne kom for sent for Shape Robotics, men de validerer enhver bekymring, jeg rejser.</i></b></p>



## VIII. Social and Legal Emergency / Social og Retlig Nødstilstand

### VIII. SOCIAL AND LEGAL EMERGENCY / SOCIAL OG RETLIG NØDSTILSTAND

<p>I am Mark-Robert Abraham, Romanian citizen, born 31 August 1982, residing in Voluntari, Romania. A copy of my Romanian identity card is attached as Annex 4 [Annex 4].</p>	<p><i>Jeg er Mark-Robert Abraham, rumænsk statsborger, født 31. august 1982, bosiddende i Voluntari, Rumænien. En kopi af mit rumænske identitetskort er vedlagt som Bilag 4 [Bilag 4].</i></p>
<p>I am the sole remaining person connected to Shape Robotics A/S. There are no employees, no board members, no other management. I am alone.</p>	<p><i>Jeg er den eneste tilbageværende person tilknyttet Shape Robotics A/S. Der er ingen ansatte, ingen bestyrelsesmedlemmer, ingen anden ledelse. Jeg er alene.</i></p>
<p>I have attempted to find Danish legal representation. It has not been possible. Multiple law firms have declined. I believe this is because:</p> <p>(a) The massive media campaign by Finans.dk (16+ articles) has — without any evidence or court finding — branded me a fraudster. This has made it impossible to find representation.</p> <p>(b) The opposing party is Kromann Reumert, Denmark's largest law firm with over 600 lawyers. No smaller Danish firm wants to take on this opponent.</p>	<p><i>Jeg har forsøgt at finde dansk juridisk repræsentation. Det har ikke været muligt. Flere advokatfirmaer har afvist. Jeg mener, dette skyldes:</i></p> <p><i>(a) Den massive mediekampagne fra Finans.dk (16+ artikler) har — uden nogen beviser eller domstolsafgørelse — stemplet mig som bedrager. Dette har gjort det umuligt at finde repræsentation.</i></p> <p><i>(b) Modparten er Kromann Reumert, Danmarks største advokatfirma med over 600 advokater. Intet mindre dansk firma ønsker at tage kampen op mod denne modstander.</i></p>
<p>The company's funds are withheld by Kromann Reumert. I cannot access company bank accounts. I cannot pay for legal representation even if I could find it. The very party that should have returned the company's funds after the High Court ruling is instead withholding them in an unauthorized escrow account that the company never consented to.</p>	<p><i>Selskabets midler tilbageholdes af Kromann Reumert. Jeg kan ikke få adgang til selskabets bankkonti. Jeg kan ikke betale for juridisk repræsentation, selv hvis jeg kunne finde den. Den part, der burde have returneret selskabets midler efter Landsrettens kendelse, tilbageholder dem i stedet på en uautoriseret deponeringskonto, som selskabet aldrig</i></p>

	<i>har samtykket til.</i>
I do not speak, read, or write Danish. I am in Romania. I cannot physically appear in Copenhagen at short notice.	<i>Jeg taler, læser eller skriver ikke dansk. Jeg er i Rumænien. Jeg kan ikke fysisk møde op i København med kort varsel.</i>
<b>The scale of what has been destroyed demands the Court's attention.</b> A company group with EUR 40M+ in contracted revenue (Bechtle, [Annex 5a]), EUR 15M in available financing (IRIS, [Annex 6a, 6b]), EUR 8M in subsidiary value (Sanako Oy), and over 4,800 creditors has been reduced to nothing in 59 days by a trustee who was the petitioning creditor's own lawyer.	<b><i>Omfanget af det ødelagte kræver Rettens opmærksomhed.</i></b> <i>En koncern med EUR 40 mio.+ i kontraheret omsætning (Bechtle, [Bilag 5a]), EUR 15 mio. i tilgængelig finansiering (IRIS, [Bilag 6a, 6b]), EUR 8 mio. i datterselskabsværdi (Sanako Oy) og over 4.800 kreditorer er blevet reduceret til intet på 59 dage af en kurator, som var den begærende kreditors egen advokat.</i>
<b>I am one person, without funds, without a lawyer, without access to my company's property, against Denmark's largest law firm that simultaneously represented the creditors and administered the estate.</b>	<b><i>Jeg er én person, uden midler, uden advokat, uden adgang til mit selskabs ejendom, op mod Danmarks største advokatfirma, der samtidig repræsenterede kreditorerne og administrerede boet.</i></b>
I ask the Court to consider this extraordinary inequality.	<i>Jeg beder Retten om at overveje denne ekstraordinære ulighed.</i>
Shape Robotics A/S is a publicly listed company (Nasdaq Copenhagen: SHAPE) with over 4,800 creditors — shareholders, suppliers, former employees. These people were victims of a bankruptcy proceeding that Denmark's own High Court has ruled was unlawful [Annex 1]. Their rights also deserve protection.	<i>Shape Robotics A/S er et børsnoteret selskab (Nasdaq Copenhagen: SHAPE) med over 4.800 kreditorer — aktionærer, leverandører, tidligere ansatte. Disse mennesker var ofre for en konkursbehandling, som Danmarks egen Landsret har kendt ulovlig [Bilag 1]. Deres rettigheder fortjener også beskyttelse.</i>

## IX. Request to the Court / Anmodning til Retten

### IX. REQUEST TO THE COURT / ANMODNING TIL RETTEN

#### 1. LAWFUL SERVICE / LOVLIG FORKYNDELSE

Any proceedings concerning Shape Robotics A/S must be served in accordance with EU Regulation 2020/1784 and Retsplejeloven §158. The only valid address for service: Mark-Robert Abraham, Strada Tuberozelor 8A, Avangarde Forest 7, Locuinta 13, Voluntari, Ilfov 077190, Romania.

*Eventuelle retssager vedrørende Shape Robotics A/S skal forkyndes i overensstemmelse med EU-forordning 2020/1784 og Retsplejelovens §158. Den eneste gyldige adresse for forkyndelse: Mark-Robert Abraham, Strada Tuberozelor 8A, Avangarde Forest 7, Locuinta 13, Voluntari, Ilfov 077190, Rumænien.*

#### 2. REASONABLE TIME / RIMELIG TID

Sufficient time must be given to prepare a defence, given that the company's funds are withheld and legal representation has not been obtainable.

*Der skal gives tilstrækkelig tid til at forberede et forsvar, i betragtning af at selskabets midler tilbageholdes, og juridisk repræsentation ikke har kunnet opnås.*

#### 3. RIGHT TO DEFENCE / RET TIL FORSVAR

The Honourable Court must ensure that the situation identified by Østre Landsret on 5 March 2026 does not repeat itself — a decision made without lawful service and without the company being heard [Annex 1].

*Den ærede Ret skal sikre, at den situation, som Østre Landsret identificerede den 5. marts 2026, ikke gentager sig — en afgørelse truffet uden lovlig forkyndelse og uden at selskabet blev hørt [Bilag 1].*

#### 4. CONSIDERATION OF HANDOVER FAILURE / HENSYNTAGEN TIL MANGLENDE UDLEVERING

Any assessment of the company's solvency must account for the fact that the former trustee has not returned any company property or funds. The company cannot pay debts with funds it does not have access to.

*Enhver vurdering af selskabets solvens skal tage højde for det faktum, at den tidligere kurator ikke har returneret nogen af selskabets ejendele eller midler. Selskabet kan ikke betale gæld med midler, det ikke har adgang til.*

#### 5. FULL COOPERATION / FULDT SAMARBEJDE

The petitioner wishes to cooperate fully with the Honourable Court. He has

*Rekvirenten ønsker at samarbejde fuldt ud med den ærede Ret. Han har intet at*

nothing to hide. He asks only that the law be respected and that he be given the opportunity to defend himself and the interests of 4,800 creditors.

*skjule. Han beder alene om, at loven respekteres, og at han får mulighed for at forsvare sig selv og 4.800 kreditorers interesser.*

## X. List of Annexes / Bilagsoversigt

**Annex 1 / Bilag 1:** Østre Landsrets kendelse af 5. marts 2026 (kære nr. B-56-26, B-57-26, B-58-26) — High Court ruling unanimously annulling the bankruptcy decree

**Annex 2 / Bilag 2:** Strafferetlig anmeldelse af 15. marts 2026 — Criminal Complaint under Retsplejeloven §535

**Annex 3 / Bilag 3:** Formelt kravbrev af 17. marts 2026 til Kromann Reumert — Demand Letter to all partners

**Annex 4 / Bilag 4:** Rumænsk identitetskort — Romanian ID, IF1007067

**Annex 5a / Bilag 5a:** Sale Purchase Framework Agreement, Shape Robotics & Bechtle direct Polska, 26 September 2025 (EUR 32,000,000)

**Annex 5b / Bilag 5b:** Addendum no. 1, 19 November 2025 — Equipment pricing for 25+ product categories

**Annex 5c / Bilag 5c:** Addendum no. 2, 27 November 2025 — Pre-order mechanism and delivery terms

**Annex 6a / Bilag 6a:** Company Announcement 35-25, 19 December 2025 — IRIS Capital equity line discussions

**Annex 6b / Bilag 6b:** Company Announcement 03-26, 12 March 2026 — IRIS LOI signed, creditor settlement initiated

**Annex 7 / Bilag 7:** Lov L20 af 18. december 2025 — Lov om ændring af konkursloven (Skærpede regler om udpegning af kurator og habilitet m.v.)

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### Shape Robotics A/S

Solely represented by Mark-Robert Abraham

#### Direktør / CEO

*(Management restored pursuant to Konkurslov §29, confirmed by CVR extract, Erhvervsstyrelsen, 5 March 2026)*

Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Romania  
mark@shaperobotics.com | +40 749 288 688

**19 March 2026**

**Legal counsel / Juridisk rådgiver:** NONE — the petitioner is unrepresented  
*Ingen advokat — rekvirenten er uden repræsentation*

# ANNEX 1 / BILAG 1

**High Court Ruling — 5 March 2026**

*Østre Landsrets Kendelse — 5. marts 2026*

**UDSKRIFT**  
**AF**  
**ØSTRE LANDSRETS RETSBOG**

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Den 5. marts 2026 satte Østre Landsret retten i retsbygningen, Østre Landsrets Plads 1, Nordhavn.

Som dommere fungerede landsdommerne Birgitte Grønberg Juul, Berit Holmelund og Andreas Emdal (kst.), førstnævnte som rettens formand.

Der foretoges

3. afd. kære nr. B-56-26, B-57-26 og B-58-26:

Kære af kendelse om at tage Shape Robotics A/S under konkursbehandling

Ingen var mødt eller indkaldt.

Der fremlagdes kæreskrift af 19. januar 2026 med bilag, hvorved advokat Hans Holme på vegne af Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har kæret kendelse afsagt af SØ- og Handelsretten, skifteretten, den 6. januar 2026 (K 2932/25-E), hvor det blev bestemt, at en konkursbegæring fra Treyd AB af 25. november 2025 mod Shape Robotics A/S blev fremmet. Shape Robotics A/S' bo blev herefter taget under konkursbehandling.

Endvidere fremlagdes skifterettens fremsendelsesbrev af 22. januar 2026 og udskrift af retsbogen indeholdende den kærede afgørelse.

Endelig fremlagdes kæresvarskrift af 26. januar 2026 med bilag fra kurator, advokat Teis Gullitz-Wormslev.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har i kæreskrift af 19. januar 2026 anmodet om, at kæremålet tillægges opsættende virkning med henblik på gennemførelse af generalforsamling den 22. januar 2026.

Landsretten har ikke fundet anledning til at imødekomme anmodningen.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har nedlagt påstand om, at konkursdekretet ophæves, subsidiært at sagen hjemvises til fornyet behandling i skifteretten.

Til støtte for påstandene har de kærende anført navnlig, at selskabet ikke var insolvent. En eventuel betalingsudygtighed var under alle omstændigheder forbigående, idet der var indkaldt til ekstraordinær generalforsamling den 22. januar 2026 med henblik på udstedelse af yderligere aktier. Hertil kommer, at der ikke var sket korrekt forkyndelse for selskabets tilbageværende ledelse.

Kurator, advokat Teis Gullitz-Wormslev, har nedlagt påstand om stadfæstelse.

Til støtte for påstanden har kurator anført navnlig, at selskabet var insolvent, idet de forfaldne forpligtelser pr. dekretdagen oversteg selskabets aktiver og eventuelle kreditramme. Indkaldelsen til skiftemødet er behørigt forkyndt for en person, der på daværende tidspunkt var registreret som medlem af ledelsen. Hertil kommer, at kurator under konkursbehandlingen har konstateret, at flere af de indgivne konkursbegæring, herunder konkursbegæringerne fra Gældsstyrelsen og IDA, samt indkaldelsen til mødet i skifteretten den 9. december 2025 blev videresendt fra selskabets digitale postkasse til bl.a. Mark-Robert Abraham den 28. november 2025.

Skifteretten har ved sagens fremsendelse henholdt sig til den truffe afgørelse og anført bl.a.:

”Skifteretten kan i forhold til forkyndelse oplyse, at konkursbegæringen blev modtaget den 25. november 2025 og sendt til digital forkyndelse den 10. december 2025 til daværende bestyrelsesmedlem Helle Rootzén (eneste daværende medlem af bestyrelsen med et dansk CPR-nummer). Helle Rootzén kvitterede for forkyndelsen samme dato. Det fremgår nu af Virk.dk, at Helle

Rootzén fratrådte bestyrelsen den 28. november 2025. Fratrædelsen er imidlertid først registreret den 19. december 2025. Erhvervsstyrelsen har ved telefonisk henvendelse fra skifteretten d.d. ikke villet give oplysninger om, hvornår oplysningen om Helle Rootzéns fratrædelse er indgivet til Erhvervsstyrelsen.

[...]

Kærendes advokat har meddelt, at han er udtrådt af sagen, men har accepteret at modtaget fremsendelsesbrevet og videresende det til de kærendes mails.”

Landsretten har den 4. marts 2026 modtaget indkaldelsen af 10. december 2025 med bekræftelse på forenklet digital forkyndelse samme dag.

De modtagne bilag var til stede.

Efter votering afsagdes

#### k e n d e l s e :

Efter konkurslovens § 23, stk. 2, lader skifteretten straks en konkursbegæring forkynde for skyldneren og indkalder samtidig med mindst aftens varsel skyldneren og vedkommende fordringshaver til møde i skifteretten, der så vidt muligt bør afholdes senest tre dage efter konkursbegæringens modtagelse. Efter § 23, stk. 3, kan forkyndelse af konkursbegæringen undlades, hvis skyldneren på anden måde er gjort bekendt med den.

Landsretten lægger efter de foreliggende oplysninger til grund, at konkursbegæringen af 25. november 2025 og indkaldelsen til retsmødet den 6. januar 2026 blev forkyndt den 10. december 2025 ved forenklet digital forkyndelse for Helle Rootzén, der på daværende tidspunkt var registreret som medlem af selskabets bestyrelse. Forkyndelsen skete på hendes private digitale adresse.

Det fremgår af retsplejelovens § 155, stk. 2, jf. stk. 1, nr. 3, at der kan ske forenklet digital forkyndelse for en juridisk person efter reglerne i § 157 a.

Af retsplejelovens § 157 a, stk. 1, 1. pkt., fremgår, at forenklet digital forkyndelse for en juridisk person kan ske for bl.a. et bestyrelsesmedlem på den juridiske persons digitale adresse.

Af forarbejderne til retsplejelovens § 157 a (lovforslag nr. 12 af 3. oktober 2012) fremgår bl.a.:

”Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., ske for et direktionsmedlem, et bestyrelsesmedlem eller en anden, som har ansvar for den juridiske persons anliggender, på den juridiske persons digitale adresse.

Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., endvidere alene ske på den juridiske persons digitale adresse. Dette indebærer, at forkyndelsen skal ske på den digitale adresse, som f.eks. er angivet på den juridiske persons brevpapir. Der kan således f.eks. ikke ske digital forkyndelse eller forenklet digital forkyndelse på direktionsmedlemmets arbejdsrelaterede eller private digitale adresse eller i den pågældendes digitale postkasse, der anvendes til sikker digital kommunikation med det offentlige.”

På denne baggrund finder landsretten, at der ikke som sket kunne foretages forenklet digital forkyndelse for daværende bestyrelsesmedlem Helle Rootzén på dennes private digitale adresse. Konkursbegæringen er derfor ikke lovligt forkyndt for Shape Robotics A/S, jf. retsplejelovens § 157 a, stk. 1, 1. pkt.

Herefter, og da der ikke er oplysninger om, at selskabet er gjort bekendt med konkursbegæringen af 25. november 2025 fra Treyd AB eller indkaldelsen til retsmødet den 6. januar 2026 på anden vis, jf. konkurslovens § 23, stk. 3, ophæver landsretten konkursdekretet og hjemviser sagen til fornyet behandling i skifteretten.

Det bemærkes, at landsretten ikke herved har taget stilling til, om betingelserne for konkurs er opfyldt.

#### T h i b e s t e m m e s :

Konkursdekret af 6. januar 2026 vedrørende Shape Robotics A/S ophæves, og sagen hjemvises til fornyet behandling i skifteretten.

Sagen sluttet.

Retten hævet.

(Sign.)

— — —  
Udskriftens rigtighed bekræftes. Østre Landsret, den 06-03-2026

**Merete Hansen**

**souschef**

# ANNEX 2 / BILAG 2

## **Criminal Complaint — Retsplejeloven §535**

*Strafferetlig Anmeldelse — Retsplejeloven §535*

# CRIMINAL COMPLAINT STRAFFERETLIG ANMELDELSE

Against / Mod

**Kromann Reumert Advokatpartnerselskab**  
Sundkrogsgade 5, 2100 København Ø, Denmark  
CVR: 62606711

**Attorney Teis Gullitz-Wormslev** (tgw@kromannreumert.com)  
Former Trustee (kurator) of Shape Robotics A/S

## For Intentional Non-Compliance with Court Order Forsætlig Overtrædelse af Dom

<b>Legal Basis / Retsgrundlag:</b>	Retsplejeloven §535 stk. 1 Konkurslov §114 stk. 3, §29
<b>Court Order Violated:</b>	Østre Landsret, Case K 3337/25-F, 5 March 2026
<b>Complainant / Klager:</b>	Shape Robotics A/S, represented by CEO Mark-Robert Abraham
<b>Company:</b>	Shape Robotics A/S (CVR 38322656, ISIN DK0061273125)
<b>Date of Complaint:</b>	15 March 2026
<b>Duration of Violation:</b>	10+ days since annulment (5 March 2026)
<b>Trusteeship Duration:</b>	59 days (6 January – 5 March 2026)

### Filed With / Indgivet Til:

1.	<b>Østre Landsret</b> (Private Criminal Prosecution — Retsplejeloven §535 / Kapitel 88)	Østre Landsrets Plads 1, 2150 Nordhavn	post@oestrelandsret.dk
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Simultaneously Filed With / Samtidig Indgivet Til:

2.	<b>National enhed for Særlig Kriminalitet (NSK)</b>	Ejby Industrivej 125-135, 2600 Glostrup	nsk@politi.dk
3.	<b>Finanstilsynet (Danish FSA)</b>	Strandgade 29, 1401 København K	Finanstilsynet@ftnet.dk
4.	<b>Advokatnævnet</b>	Kronprinsessegade 28, 1306 København K	postkasse@advokatnaevnet.dk

**Shape Robotics A/S**

Represented by Mark-Robert Abraham, CEO

Strada Tuberozelor 8A

Voluntari, Ilfov 077190, Romania

mark@shaperobotics.com

+40749288688

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## I. EXECUTIVE SUMMARY

This criminal complaint is filed by Shape Robotics A/S (the injured party) pursuant to Retsplejeloven §535 stk. 1 against Attorney Teis Gullitz-Wormslev and his law firm Kromann Reumert Advokatpartnerselskab for intentional non-compliance with the binding order of Østre Landsret in Case K 3337/25-F, dated 5 March 2026.

On 5 March 2026, Østre Landsret unanimously annulled the bankruptcy decree against Shape Robotics A/S. The decision is final and enforceable. Upon annulment, the former trustee was obligated — under Konkurslov §114 stk. 3 and §29 — to immediately hand over all company property to the restored management.

Shape Robotics A/S was a functioning company. It had a confirmed equity line financing facility from IRIS Capital Investment (Company Announcement 35-25, 19 December 2025). An Extraordinary General Meeting (EGM) had been convened for 22 January 2026 to activate this facility. The former trustee cancelled this EGM without any market disclosure — destroying the Company's ability to access its financing.

The former trustee's own Kreditorinformation 2 (dated 26 January 2026) is the most critical document: it reveals that the trustee valued all of the Company's assets at zero, served exclusively the interests of Danske Bank (the principal creditor whose attorney he simultaneously was), and operated under a massive undisclosed conflict of interest.

As of today — 10 days after the final court order — none of the Company's property has been returned. The only document provided is the creditor list (Gældbog.pdf), delivered on 10 March 2026.

The former trustee's role is not to interpret the court order. It is to execute it. The High Court ordered the annulment. The former trustee must hand over everything. He has not.

This is intentional non-compliance with a court order.

Shape Robotics A/S reserves all rights to claim full damages resulting from the respondent's conduct.

## II. THE COMPLAINANT

The complainant is Shape Robotics A/S (CVR 38322656), a public company whose shares are admitted to trading on Nasdaq Copenhagen's Main Market under ISIN DK0061273125, represented by its CEO and sole director Mark-Robert Abraham.

Shape Robotics A/S is the injured party (skadelidte/forurettede) and "rekvirenten" within the meaning of Retsplejeloven §535 stk. 1, being the party who obtained the court order that is being intentionally violated.

## I. RESUMÉ

*Denne strafferetlige anmeldelse indgives af Shape Robotics A/S (den forurettede part) i medfør af Retsplejeloven §535 stk. 1 mod advokat Teis Gullitz-Wormslev og hans advokatfirma Kromann Reumert Advokatpartnerselskab for forsættlig overtrædelse af den bindende dom fra Østre Landsret i sag K 3337/25-F af 5. marts 2026.*

*Den 5. marts 2026 ophævede Østre Landsret enstemmigt konkursdekretet mod Shape Robotics A/S. Afgørelsen er endelig og eksigibel. Ved ophævelsen var den tidligere kurator forpligtet — i henhold til Konkurslov §114 stk. 3 og §29 — til straks at udlevere al selskabets ejendom til den genindsatte ledelse.*

*Shape Robotics A/S var et fungerende selskab. Det havde en bekræftet equity line-finansieringsfacilitet fra IRIS Capital Investment (Selskabsmeddelelse 35-25, 19. december 2025). En ekstraordinær generalforsamling (EGF) var indkaldt til 22. januar 2026 for at aktivere denne facilitet. Den tidligere kurator aflyste denne EGF uden nogen markedsmeddelelse — og ødelagde dermed Selskabets mulighed for at få adgang til sin finansiering.*

*Den tidligere kurators egen Kreditorinformation 2 (dateret 26. januar 2026) er det mest afgørende dokument: det afslører, at kurator værdisatte alle Selskabets aktiver til nul, udelukkende tjente Danske Banks interesser (den primære kreditor, hvis advokat han samtidig var) og opererede under en massiv ikke-oplyst interessekonflikt.*

*Pr. dags dato — 10 dage efter den endelige retsafgørelse — er intet af Selskabets ejendom blevet tilbageleveret. Det eneste dokument, der er udleveret, er kreditorlisten (Gældbog.pdf), leveret den 10. marts 2026.*

*Den tidligere kurators rolle er ikke at fortolke retsafgørelsen. Det er at udføre den. Landsretten beordrede ophævelsen. Den tidligere kurator skal udlevere alt. Det har han ikke gjort.*

*Dette er forsættlig overtrædelse af en dom.*

*Shape Robotics A/S forbeholder sig alle rettigheder til at kræve fuld erstatning for skade forårsaget af den anmeldtes adfærd.*

## II. ANMELDEREN

*Klageren er Shape Robotics A/S (CVR 38322656), et børsnoteret selskab, hvis aktier er optaget til handel på Nasdaq Copenhagens hovedmarked under ISIN DK0061273125, repræsenteret af administrerende direktør og eneste bestyrelsesmedlem Mark-Robert Abraham.*

*Shape Robotics A/S er den forurettede part (skadelidte) og "rekvirenten" i Retsplejelovens §535 stk. 1's forstand, idet selskabet er den part, der har opnået den retsafgørelse, som forsættligt overtrædes.*

Service address: Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Romania  
 Email: mark@shaperobotics.com  
 Phone: +40749288688

Adresse for forkyndelse: Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Rumænien  
 E-mail: mark@shaperobotics.com  
 Telefon: +40749288688

### III. THE RESPONDENT

#### Respondent 1: Teis Gullitz-Wormslev

Attorney-at-law (advokat), Partner at Kromann Reumert.  
 Email: tgw@kromannreumert.com  
 Role: Appointed as trustee (kurator) of the Shape Robotics A/S bankruptcy estate by Sø- og Handelsretten on 6 January 2026 (Case 147665). Ceased as trustee upon the annulment of the bankruptcy decree by Østre Landsret on 5 March 2026.

#### Respondent 2: Kromann Reumert Advokatpartnerselskab

Sundkrogsgade 5, 2100 København Ø, Denmark. CVR 62606711.  
 Role: The law firm through which the respondent attorney acted. The firm is jointly liable for the conduct of its partners.

### III. ANMELDTE

#### Anmeldte 1: Teis Gullitz-Wormslev

Advokat, Partner hos Kromann Reumert.  
 E-mail: tgw@kromannreumert.com  
 Rolle: Udpeget som kurator for Shape Robotics A/S' konkursbo af Sø- og Handelsretten den 6. januar 2026 (sag 147665). Ophørte som kurator ved ophævelsen af konkursdekretet af Østre Landsret den 5. marts 2026.

#### Anmeldte 2: Kromann Reumert Advokatpartnerselskab

Sundkrogsgade 5, 2100 København Ø, Danmark. CVR 62606711.  
 Rolle: Advokatfirmaet, hvorigennem den anmeldte advokat handlede. Firmaet er solidarisk ansvarlig for sine partners adfærd.

### IV. FACTUAL BACKGROUND

#### A. The Bankruptcy and Its Annulment

On 6 January 2026, Sø- og Handelsretten issued a bankruptcy decree against Shape Robotics A/S (Case 147665). At the same hearing, Teis Gullitz-Wormslev of Kromann Reumert was appointed trustee (kurator).

On 5 March 2026, Østre Landsret, sitting as a panel of three judges, unanimously annulled the bankruptcy decree (Case K 3337/25-F). The Court found that the original bankruptcy petition had not been lawfully served upon the company or its management, in violation of Danish procedural law and EU Regulation 2020/1784.

The annulment operates *ex tunc* — with retroactive effect. Under Konkurslov §29, the company's management rights are automatically restored. Shape Robotics A/S is not bankrupt and has not been bankrupt since 5 March 2026.

#### B. What the Former Trustee Held

The former trustee's own Kreditorinformation 2 (dated 26 January 2026, Case no. 5011457/KKR/BBEC) confirms that during his 59-day trusteeship (6 January – 5 March 2026), Teis Gullitz-Wormslev held and administered:

### IV. FAKTISKE OMSTÆNDIGHEDER

#### A. Konkursen og Dens Ophævelse

Den 6. januar 2026 afsagde Sø- og Handelsretten et konkursdekret mod Shape Robotics A/S (sag 147665). Ved samme retsmøde blev Teis Gullitz-Wormslev fra Kromann Reumert udpeget som kurator.

Den 5. marts 2026 ophævede Østre Landsret, siddende som et tredommerpanel, enstemmigt konkursdekretet (sag K 3337/25-F). Retten fastslog, at den oprindelige konkursbegæring ikke var lovligt forkyndt for selskabet eller dets ledelse, i strid med dansk procesret og EU-forordning 2020/1784.

Ophævelsen virker *ex tunc* — med tilbagevirkende kraft. I henhold til Konkurslov §29 genindtæder selskabets ledelsesrettigheder automatisk. Shape Robotics A/S er ikke konkurs og har ikke været konkurs siden den 5. marts 2026.

#### B. Hvad den Tidligere Kurator Besad

Den tidligere kurators egen Kreditorinformation 2 (dateret 26. januar 2026, sagsnr. 5011457/KKR/BBEC) bekræfter, at Teis Gullitz-Wormslev i løbet af sit 59-dages kuratel (6. januar – 5. marts 2026) besad og administrerede:

- All of the Company's financial records, bookkeeping data, and accounting systems;
- All bank account access (Danske Bank, Revolut, Wise);
- All corporate correspondence;
- All contracts, licences, intellectual property, and patent filings;
- All records relating to five subsidiaries: Sanako Oy (Finland), Shape Robotics Romania S.R.L. (Romania), Video Technic Systems S.R.L. (Romania), Shape Robotics East S.R.L. (Moldova), and Shape Robotics Poland S.A. (Poland);
- All funds on the estate's account and the Kromann Reumert client account.

This is confirmed by the trustee's own report to creditors.

### C. Refusal to Hand Over After Annulment

Following the annulment on 5 March 2026, Shape Robotics A/S, through its restored CEO, demanded the immediate return of all company property. Teis Gullitz-Wormslev refused.

As of today — 10 days after the final court order — none of the above has been returned. The only document provided since the annulment is the creditor list (Gældbog.pdf), delivered on 10 March 2026.

The court ordered. The former trustee has not complied. This is the entirety of the factual basis for this complaint.

### D. The Trustee Knew the Appeal Was Pending Throughout

The bankruptcy decree was appealed to Østre Landsret immediately after its issuance. Kromann Reumert's own filings to the appeal court (acknowledged in the trustee's own filings) confirm that the former trustee was fully aware of the pending appeal throughout the entire 59-day trusteeship period.

This knowledge is directly relevant to the question of forsæt (intent): the trustee knew that the bankruptcy could be annulled at any time. He knew his appointment as trustee was not based on a final court decision. He proceeded nonetheless to assume full control of the company, cancel the Extraordinary General Meeting (EGM), and administer the estate — all while the legal basis for his authority was under active challenge before Denmark's second-highest court.

Following the annulment, the obligation to hand over was immediate and unconditional. There is no basis — and the former trustee has offered none — for continued retention of company property.

- Alle selskabets økonomiske registre, bogføringsdata og regnskabssystemer;
- Al adgang til bankkonti (Danske Bank, Revolut, Wise);
- Al selskabskorrespondance;
- Alle kontrakter, licenser, immaterielle rettigheder og patentansøgninger;
- Alle registre vedrørende fem datterselskaber: Sanako Oy (Finland), Shape Robotics Romania S.R.L. (Rumænien), Video Technic Systems S.R.L. (Rumænien), Shape Robotics East S.R.L. (Moldova) og Shape Robotics Poland S.A. (Polen);
- Alle midler på boets konto og Kromann Reumerts klientkonto.

Dette er bekræftet af kuratorens egen rapport til kreditorerne.

### C. Nægtelse af at Udlevere Efter Ophævelsen

Efter ophævelsen den 5. marts 2026 krævede Shape Robotics A/S ved sin genindsatte administrerende direktør øjeblikkelig tilbagelevering af al selskabets ejendom. Teis Gullitz-Wormslev nægtede.

Pr. dags dato — 10 dage efter den endelige retsafgørelse — er intet af ovenstående blevet tilbageleveret. Det eneste dokument, der er udleveret siden ophævelsen, er kreditorlisten (Gældbog.pdf), leveret den 10. marts 2026.

Retten beordrede. Den tidligere kurator har ikke efterkommet. Dette er hele det faktiske grundlag for denne anmeldelse.

### D. Kurator Vidste, at Kæremålet Verserede Hele Tiden

Konkursdekretet blev kæret til Østre Landsret umiddelbart efter dets afsigelse. Kromann Reumerts egne indlæg til landsretten (anerkendt i kurators egne indlæg) bekræfter, at den tidligere kurator var fuldt vidende om det verserende kæremål i hele den 59-dages kuratelperiode.

Denne viden er direkte relevant for spørgsmålet om forsæt: kurator vidste, at konkursen kunne ophæves når som helst. Han vidste, at hans udpegning som kurator ikke var baseret på en endelig retsafgørelse. Han fortsatte ikke desto mindre med at overtage fuld kontrol over selskabet, aflyse den ekstraordinære generalforsamling (EGM) og administrere boet — alt sammen mens retsgrundlaget for hans beføjelser var under aktiv prøvelse ved Danmarks næsthøjeste ret.

Efter ophævelsen var pligten til at udlevere øjeblikkelig og ubetinget. Der er intet grundlag — og den tidligere kurator har ikke fremført nogen begrundelse — for fortsat tilbageholdelse af selskabets ejendom.

## V. LEGAL ANALYSIS

### A. Retsplejeloven §535 — Non-Compliance with Court Order

Retsplejeloven §535 stk. 1 provides:

“Den, der forsætligt overtræder en dom, hvorved det er pålagt vedkommende at foretage eller undlade noget, kan under en af rekvirenten anlagt sag idømmes straf af bøde eller fængsel indtil 4 måneder.”

## V. JURIDISK ANALYSE

### A. Retsplejeloven §535 — Overtrædelse af Dom

Retsplejeloven §535 stk. 1 bestemmer:

“Den, der forsætligt overtræder en dom, hvorved det er pålagt vedkommende at foretage eller undlade noget, kan under en af rekvirenten anlagt sag idømmes straf af bøde eller fængsel indtil 4 måneder.”

(He who intentionally violates a judgment imposing upon him to do or refrain from something may, in a case brought by the aggrieved party, be sentenced to a fine or imprisonment up to 4 months.)

The Østre Landsret ruling of 5 March 2026 annulled the bankruptcy decree. This creates a direct legal obligation for the former trustee to restore the status quo ante — to hand over all company property. The refusal to do so is intentional non-compliance.

Each day of continued refusal is a separate offence under §535 stk. 1, 2nd sentence.

### B. Konkurslov §114(3) — Duty to Hand Over

Konkurslov §114 stk. 3 provides:

*“En afsat eller fratrædt kurator har pligt til at aflevere dokumenter vedrørende boet til skifteretten.”*

(A dismissed or departed trustee has an obligation to hand over documents relating to the estate to the probate court.)

When the bankruptcy is annulled, there is no estate. The documents, assets, and funds must be returned to the restored management. The duty is statutory and unconditional.

### C. Konkurslov §29 — Restoration of Management Rights

Konkurslov §29 establishes that the debtor loses management and disposal rights upon issuance of a bankruptcy decree. Conversely, upon annulment, those rights are restored automatically, as a matter of law, without any further action required.

The former trustee's role ended on 5 March 2026. His role since that date is to hand over. Nothing else.

*Østre Landsrets afgørelse af 5. marts 2026 ophævede konkursdekretet. Dette skaber en direkte retlig forpligtelse for den tidligere kurator til at genoprette status quo ante — at udlevere al selskabets ejendom. Nægtelsen heraf er forsættlig overtrædelse.*

*Hver dags fortsat nægtelse er et særskilt strafbart forhold i henhold til §535 stk. 1, 2. pkt.*

### B. Konkurslov §114 stk. 3 — Pligt til at Aflevere

Konkurslov §114 stk. 3 bestemmer:

*“En afsat eller fratrædt kurator har pligt til at aflevere dokumenter vedrørende boet til skifteretten.”*

*Når konkursen ophæves, er der intet bo. Dokumenterne, aktiverne og midlerne skal tilbageleveres til den genindsatte ledelse. Pligten er lovfæstet og ubetinget.*

### C. Konkurslov §29 — Genoprettelse af Ledelsesrettigheder

*Konkurslov §29 fastslår, at skyldneren mister ledelses- og dispositionsrettigheder ved afsigelse af konkursdekret. Omvendt genindtæder disse rettigheder automatisk ved ophævelse, som en direkte retsfaktum, uden yderligere handling.*

*Den tidligere kurators rolle ophørte den 5. marts 2026. Hans rolle siden den dato er at udlevere. Intet andet.*

## VI. REQUEST

The Complainant respectfully requests that the competent authorities:

1. Investigate Teis Gullitz-Wormslev and Kromann Reumert for intentional non-compliance with the Østre Landsret ruling of 5 March 2026 (Case K 3337/25-F) under Retsplejeloven §535 stk. 1;
2. Consider that each day of continued non-compliance constitutes a separate offence under §535 stk. 1, second sentence;
3. Order the immediate handover of all company property by the former trustee to the restored management of Shape Robotics A/S.

## VI. BEGÆRING

Anmelderen anmoder ærbødigst om, at de kompetente myndigheder:

1. Undersøger Teis Gullitz-Wormslev og Kromann Reumert for forsættlig overtrædelse af Østre Landsrets afgørelse af 5. marts 2026 (sag K 3337/25-F) i henhold til Retsplejeloven §535 stk. 1;
2. Tager i betragtning, at hver dag med fortsat manglende overholdelse udgør et særskilt strafbart forhold i henhold til §535 stk. 1, 2. pkt.;
3. Pålægger øjeblikkelig udlevering af al selskabets ejendom fra den tidligere kurator til den genindsatte ledelse af Shape Robotics A/S.

Shape Robotics A/S (the injured party) reserves all rights to initiate a private prosecution (privat straffesag) under Retsplejeloven §535 and Kapitel 88, and to pursue civil damages in full.

*Shape Robotics A/S (den forurettede part) forbeholder sig alle rettigheder til at anlægge privat straffesag i henhold til Retsplejeloven §535 og Kapitel 88 samt at forfølge civilt erstatningskrav fuldt ud.*

## VII. LIST OF ANNEXES

**Annex A:** Kreditorinformation 2 af 26 January 2026 — the former trustee's own report confirming what he held

**Annex B:** Retsplejeloven §535 (Full Text)

**Annex C:** Konkurslov §114, §29 (Extracts)

## VII. BILAGSOVERSIGT

**Bilag A:** Kreditorinformation 2 af 26. januar 2026 — den tidligere kurators egen rapport, der bekræfter hvad han besad

**Bilag B:** Retsplejeloven §535 (Fuld tekst)

**Bilag C:** Konkurslov §114, §29 (Uddrag)

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### Shape Robotics A/S

Represented by Mark-Robert Abraham, CEO

Strada Tuberozelor 8A

Voluntari, Ilfov 077190, Romania

mark@shaperobotics.com

+40749288688

15 March 2026

# **ANNEX A / BILAG A**

Kreditorinformation 2  
26 January 2026

## SHAPE ROBOTICS A/S UNDER KONKURS Kreditorinformation 2

<b>Skifterettens sagsnr.</b>	K 3337/25-F
<b>Dekretdag (konkursdag)</b>	6. januar 2026
<b>Kurator</b>	Advokat Teis Gullitz-Wormslev
<b>Kontaktoplysninger</b>	<p>Kromann Reumerts sagsnr. 5011457</p> <p>Kurator bistås med boets behandling af advokat Homa Rahbar Pakdel, der kan kontaktes på e-mail <a href="mailto:hpn@kromannreumert.com">hpn@kromannreumert.com</a> eller tf.nr. +45 38 77 44 79.</p> <p>Anmeldelse af krav kan ske ved fremsendelse af e-mail til bobehandler Bettina Beck på <a href="mailto:bbec@kromannreumert.com">bbec@kromannreumert.com</a> der også kan kontaktes på tf.nr. +45 38 77 10 52.</p>
<b>Selskabets hjemstedsadresse</b>	Ørestads Boulevard 73, 2300 København S
<b>CVR-nummer</b>	38322656
<b>Dividende skøn</b>	<p>Dividende er betegnelsen for den procentuelle dækning, en kreditor kan forvente af kreditors godkendte krav.</p> <p>Evt. dividende kan på bobehandlingens nuværende stadie ikke skønnes.</p>

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**Kreditorinformation** Næste kreditorinformation udsendes senest den 6. maj 2026.

Hvis du har anmeldt krav pr. e-mail, vil du få tilsendt kreditorinformationer til den e-mailadresse, vi har modtaget anmeldelse fra. Såfremt fremtidige kreditorinformationer ønskes fremsendt til en anden e-mailadresse, kontakt da venligst bobehandler Bettina Beck på e-mail [bbec@kromannreumert.com](mailto:bbec@kromannreumert.com).

## Indledende bemærkninger

Kurator har i den indledende fase af konkursbehandlingen fokuseret på identifikation og sikring af eventuelle aktiver tilhørende det konkursramte selskab, herunder ved kontakt til relevante pengeinstitutter, det konkursramte selskabs udenlandske datterselskaber, den tidligere ledelse, samt påbegyndt undersøgelser af tilgængeligt bogførings- og regnskabsmateriale med henblik på afklaring af tilstedeværelsen af eventuelle tilgodehavender, driftsmidler, udviklingsprojekter, varelager mm. Der udestår fortsat væsentlige oplysninger om eventuelle aktiver.

Det er ikke lykkedes for kurator at formå det konkursramte selskabs direktør, Mark-Robert Abraham, at besvare kurators spørgsmål om det konkursramte selskabs forhold. Kurator har derfor anmodet retten om at indkalde ham til at afgive forklaring ved Sø- og Handelsrettens skifteret.

Kurator har ved den indledende gennemgang af det konkursramte selskabs forhold konstateret, at bogføringen ikke er ajourført pr. konkursdagen.

Selskabets halvårsrapport for 1. halvår 2025 er konsolideret med datterselskabernes balancer, og kurator har ved redøgørelsen nedenfor derfor taget udgangspunkt i den senest aflagte årsrapport pr. 31. december 2024, der var revideret af Beierholm Revisionspartnerselskab.

Selskabets aktier har været optaget til handel på Nasdaq Copenhagen, og handlen har været suspenderet siden afsigelsen af konkursdekretet.

Afsigelsen af konkursdekretet er kæret af den tidligere ledelse og visse aktionærer. Kæremålet behandles ved Østre Landsret. Kurator har indsendt sine bemærkninger til sagen til Østre Landsret.

## Opgørelse over aktiver og passiver (foreløbig)

### Aktiver

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#### Bankindeståender pr. dekretdagen

Shape Robotics A/S ("**Selskabet**") havde pr. dekretdagen bankkonti i Danske Bank, samt konti hos betalingstjenesterne Revolut og Wise. Kurator har foranlediget spærring af samtlige kendte konti.

Kurator har foreløbig ikke konstateret positive indeståender på disse konti, udover et indestående på EUR 9,85 (ca. DKK 73,59) hos Revolut.

Selskabet havde i alt fire konti hos Danske Bank, herunder kredit- og lånefaciliteter samt driftskonti. Saldi på disse konti var negative med samlet ca. DKK -15 mio.

Fsva. betalingstjenesten Wise, der er hjemmehørende i Belgien, har kurator foranlediget spærring af Selskabets konti, men kurator har fortsat ikke adgang til oplysninger om engagement, herunder evt. indeståender og oplysning om foretagne transaktioner mv., idet Wise under henvisning til belgisk ret ikke anerkender konkursdekretet uden en belgisk retsafgørelse om anerkendelse af det danske konkursdekret. Kurator er i dialog med en belgisk advokat om muligheden for assistance i forbindelse hermed.

Kurators arbejde med spærring og sikring af bank- og betalingskonti er vanskeliggjort af, at Selskabets seneste ledelse ikke har besvaret kurators anmodninger om oplysninger om Selskabets forhold, herunder om bankkonti mv. Kurator har således ved egne undersøgelser og på grundlag af det tilgængelige materiale konstateret ovenstående konti og iværksat spærring mv.

I alt medtages

DKK

73,59

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**Tilgodehavender**

Værdien af Selskabets tilgodehavender udgjorde iht. seneste årsregnskab (pr. 31. december 2024) i alt TDKK 30.554, herunder TDKK 2.922 i form af tilgodehavender fra salg, TDKK 16.633 i form af tilgodehavender hos koncernforbundne selskaber, TDKK 3.698 i form af forudbetalinger, og herudover øvrige tilgodehavender, et uskudt skatteaktiv samt overskydende selskabsskat.

Kurator har foreløbig ikke konstateret erholdelige tilgodehavender i konkursboet.

Det bemærkes herved, at Selskabets bogføring ikke er ajourført op til dekretdagen, og at der kun i begrænset omfang er sket bogføring i løbet af andet halvår 2025. Kurators undersøgelser af regnskabstallene pr. seneste årsregnskab, samt udviklingen heri, pågår.

Fsva. eventuelle koncerninterne tilgodehavender bemærkes, at det ikke er lykkedes for kurator at komme i dialog med ledelsen i Selskabets datterselskaber i Rumænien, Moldova og Polen (jf. om datterselskaberne nedenfor), eller med den seneste ledelse i Selskabet om forholdene i disse datterselskaber, herunder om eventuelle koncerninterne tilgodehavender. Som beskrevet nedenfor har kurator været i dialog med ledende medarbejdere i Selskabets finske datterselskab, men Selskabet har tilsyneladende intet tilgodehavende hos dette datterselskab.

Det bemærkes videre, at såfremt der konstateres tilgodehavender i Selskabet hidrørende fra salg af varer og tjenesteydelser, er disse som udgangspunkt omfattet af tinglyste virksomhedspanterettigheder til fordel for Danske Bank samt EIFO. Kurator har som nævnt ikke indtil videre konstateret sådanne tilgodehavender.

Tilgodehavender medtages således foreløbigt til DKK 0.

DKK

0,00

**Driftsmidler og driftsinventar**

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde TDKK 506.

Kurator har ikke konstateret tilstedeværelsen af driftsmidler og driftsinventar i konkursboet.

Kurator har besigtiget Selskabets senest registrerede adresse, Ørestads Boulevard 73, 2300 København S, og konstateret, at der på adressen befinder sig et kontorhotel, hvor Selskabet havde et mindre lejemål med 3-4 kontorpladser og uden aktiver af værdi.

Det bemærkes, at Selskabets tidligere lejemål på Lyskær 3C, 4, th., Herlev, blev ophævet af udlejer, og at Selskabet ifølge kurators oplysninger blev udsat ved en fogedforretning gennemført i september 2025 efter et længere forløb med lejerestancer. Lejemålet var ifølge kurators oplysninger på dette tidspunkt allerede tømt.

Kurator har modtaget oplysninger om, at lejemålet i Herlev tidligere havde været indrettet med en større mængde inventar, driftsaktiver, mv. Kurator har tilmed modtaget anmeldelser fra flere leasingselskaber, som bl.a. har gjort ejendomsret gældende over en række leasede aktiver oprindeligt leveret til lejemålet i Herlev. Kurator har som nævnt hverken identificeret eller lokaliseret disse aktiver. Kurator har modtaget oplysninger om, at aktiverne muligvis er flyttet til udlandet forud for selskabets udsættelse af lejemålet, men kurator har ikke nærmere viden herom.

Også i denne forbindelse bemærkes, at kurator som følge af den manglende kontakt til Selskabet seneste direktør, ikke har modtaget oplysninger fra denne om ovenstående forhold.

Videre bemærkes, at eventuelle driftsmidler og driftsinventar, såfremt disse tilhører boet, som udgangspunkt er omfattet af tinglyste virksomhedspanterettigheder til fordel for Danske Bank samt EIFO.

Medtages således foreløbigt uden værdi.

DKK

0,00

**Varelager**

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde TDKK 8.386.

Kurator har pt. ikke konstateret noget varelager i konkursboet.

Kurator har som beskrevet ovenfor besigtiget lejemålet på Selskabets registrerede adresse, hvor der ikke blev konstateret aktiver af værdi, og ikke noget varelager. Kurator er ikke bekendt med andre lokaliteter eller lejemål i Danmark tilhørende Selskabet.

Kurator har rettet henvendelse til en speditør i Rumænien, idet kurators oplysninger indikerer, at Selskabet potentielt har et varelager ved denne speditør delt med Selskabets rumænske datterselskab. Kurator har i denne forbindelse anmodet om lageropgørelse og øvrige informationer om Selskabets potentielle varelager, hvilket på nuværende tidspunkt ikke er modtaget. Forholdet undersøges fortsat og er pt. forbundet med væsentlig usikkerhed.

Det bemærkes, at såfremt der findes et varelager tilhørende Selskabet, vil dette som udgangspunkt være omfattet af de tinglyste virksomhedspanterettigheder til fordel for Danske Bank samt EIFO.

Medtages således foreløbig uden værdi.

DKK

0,00

## Datterselskaber

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde TDKK 138.590.

Selskabet havde pr. dekretdagen følgende helejede datterselskaber:

- Shape Robotics Romania S.R.L (Rumænien)
- Video Technic Systems S.R.L (Rumænien)
- Shape Robotics East S.R.L (Moldova)
- Shape Robotics Poland S.A. (Polen)
- Sanako Oy (Finland)

Kurator har kontakttet ledelsesmedlemmerne i samtlige datterselskaber og anmodet om registrering af konkursen, boets ejerskab, visse oplysninger om selskabernes drift, aktiver mm. uden indtil videre at have fået nærmere svar herpå.

## Om datterselskaberne i Rumænien, Moldova og Polen

Fsva. datterselskabet Shape Robotics Romania S.R.L., som efter kurators oplysninger er koncernens primære driftsselskab, er kurator oplyst om, at Shape Robotics Romania S.R.L er insolvent, og at der er indgivet fire kreditorbegæring om insolvensbehandling mod selskabet i Rumænien. Kurator har desuden modtaget anmeldelser af krav fra kreditorer i Shape Robotics Romania S.R.L., baseret på kautionserklæringer fra Selskabet. Kurator har som følge af situationen i Shape Robotics Romania S.R.L antaget advokatbistand i Rumænien med henblik på håndteringen af lokale forhold.

Kurator har ikke modtaget yderligere oplysninger om forholdene i datterselskaberne i Rumænien, Moldova og Polen, herunder nærmere oplysninger om igangværende virksomhed eller regnskabsmæssige oplysninger.

Det bemærkes hertil, at koncernens driftsmæssige aktiviteter efter kurators oplysninger har ligget i datterselskaberne, navnlig i Rumænien, og at Selskabet tilsyneladende i tiltagende omfang i tiden op til konkursen har fungeret som rent holdingselskab.

Ifølge kurators oplysninger har ledelsen været udøvet på tværs af koncernen, og Selskabets seneste direktør, Mark-Robert Abraham, indgår efter kurators oplysninger i ledelsen i samtlige koncernselskaber.

## Datterselskabet Sanako Oy

Dette datterselskab blev erhvervet af Selskabet i sommeren 2025, i hvilken forbindelse Sanako Oy ifølge offentliggjorte oplysninger blev værdiansat til ca. EUR 8,6 mio. Kurator har fra konkursbehandlingens indledning været kontakttet af lokale medarbejdere i Sanako Oy som har oplyst om forholdene i dette selskab, og kurator har herved konstateret, at Sanako Oy pt. har væsentlige likviditetsmæssige

udfordringer, og at det på nuværende tidspunkt er tvivlsomt, om Sanako Oy er solvent. Kurator har videre konstateret, at Sanako Oy siden overtagelsen har ydet lån til øvrige dele af koncernen, og at der i efteråret 2025 er optaget betydelige lån i Sanako Oy, og at provenuet herfra er benyttet til at dække forfalden gæld i øvrige dele af koncernen, herunder i Selskabet, som angiveligt også hæfter (kautionerer) for lånets tilbagebetaling. Kurator har antaget advokatbistand i Finland med henblik på håndteringen af situationen i Sanako Oy.

De økonomiske forhold i datterselskaberne og ledelsens håndtering heraf samt den regnskabsmæssige håndtering heraf, herunder i de offentliggjorte konsoliderede regnskaber, vil være genstand for kurators nærmere undersøgelser under konkursbehandlingen.

Som følge af den ovenfor beskrevne usikkerhed om forholdene i datterselskaberne i Rumænien, Moldova og Polen, samt den manglende information fra ledelsen, samt de beskrevne forhold i Sanako Oy, medtages kapitalandelene i datterselskaberne foreløbigt uden værdi for konkursboet.

DKK 0,00

## Udviklingsprojekter

Værdi iht. seneste årsregnskab (pr. 31. december 2024) udgjorde i alt DKK 21.408.

De regnskabsmæssigt aktiverede udviklingsprojekter udgøres ifølge kurators oplysninger af udviklingen af Selskabets produkter, herunder "Fable"-produkter, Thinken, SmartLab, mv.

Værdien af disse projekter er pt. usikker.

Som følge af den manglende kontakt til Selskabets tidligere ledelse, herunder navnlig direktør Mark-Robert Abraham og øvrige ledelsesmedlemmer i datterselskaberne i Rumænien, hvor koncernens primære driftsaktiviteter tilsyneladende er foregået, samt Moldova og Polen, jf. ovenfor, har kurator pt. alene en meget begrænset indsigt i den til disse produkter knyttede virksomhed, værdi og status herpå.

Det bemærkes desuden, at en ekstern samarbejdspartner har gjort gældende at have ejendomsret til immaterielle rettigheder vedrørende visse af ovennævnte produkter.

Evt. immaterielle rettigheder tilhørende Shape Robotics A/S under konkurs kan i øvrigt være omfattet af de tinglyste virksomhedspanterrettigheder til fordel for Danske Bank samt EIFO.

Som følge af de ovenfor beskrevne usikkerheder medtages udviklingsprojekterne uden værdi.

DKK 0,00

## Tilbagebetaling af modtaget afdrag

Selskabet havde forud for konkursen, den 28. november 2025, foretaget en betaling på DKK 3.722.813,18 til Danske Bank og EIFO som led i en aftalt afviklingsordning med disse kreditorer. Dette afdrag er tilbageført til Selskabet som et frit aktiv, og medtages derfor til pålydende.

DKK 3.722.813,18

## Aktiver i alt

DKK 3.722.886,77

## Passiver

### Massekrav - omkostninger ved konkursboets behandling (konkurslovens § 93)

Omkostningen til kurator kan ikke opgøres nu.

I øvrigt er der som led i behandlingen af boet pr. i dag afholdt udgifter for

DKK 6.173,50

Herudover er der pr. d.d. anmeldt

DKK 7.750,00

### Fortrinsberettigede krav - omkostninger opstået under forudgående rekonstruktion/likvidation (konkurslovens § 94)

Der er pr. i dag anmeldt

DKK 0,00

### Privilegerede krav - medarbejderkrav (konkurslovens § 95)

Der er pr. i dag anmeldt	DKK	723.625,88
<b>Simple krav - fakturakrav, leverandørkrav, øvrige simple krav mv. (konkurslovens § 97)</b>		
Der er pr. i dag anmeldt	DKK	339.459.291,97
<b>Passiver i alt</b>	<b>DKK</b>	<b>340.196.841,35</b>

## Meddelelse til relevante myndigheder om visse forhold

Kurator har i medfør af konkurslovens § 110, stk. 4, givet meddelelse til relevante myndigheder om en række forhold i Selskabet i perioden op til konkursdekretets afsigelse, som efter kurators vurdering kan give sådanne myndigheder anledning til nærmere undersøgelse og efterforskning, herunder i relation til mulige overtrædelser af regler i Markedsmisbrugsforordningen.

## Behandling af personoplysninger

I forbindelse med afviklingen af det konkursramte selskab vil personoplysninger blive behandlet.

Efter udpegelsen som kurator overtager kurator ledelsen af det konkursramte selskab og indtræder i den tidligere ledelses ret til at foretage dispositioner. Kurators behandling af personoplysninger sker som led i det lovregulerede hverv som kurator, og kurator afleder dermed beføjelse fra skyldneren/det konkursramte selskabs ledelse til at tilgå og behandle personoplysninger som led i konkursboets behandling.

Kurator behandler udelukkende de personoplysninger, der vurderes at være nødvendige i forbindelse med den konkrete bobehandling, og personoplysningerne behandles ikke til andre formål. For kreditorerne vil de personoplysninger, som behandles - afhængig af typen af kreditor og forholdet til skylderen/det konkursramte selskab - typisk udgøre identitets- og kontaktoplysninger, forretningsmæssige dispositioner samt omfanget af eventuelle krav. Såfremt det vurderes konkret nødvendigt for at sikre boets aktiver samt for at foretage sædvanlige undersøgelser i forhold til omstødelse og/eller ledelsesansvar, kan der ske gendannelse af destrueret materiale eller på anden måde blive indhentet nye oplysninger, som også kan indeholde personoplysninger om kreditorerne, herunder efter omstændighederne økonomiske oplysninger samt information om yderligere dispositioner.

Kurator har udarbejdet en privatlivspolitik, der blandt andet har til formål at oplyse om, hvordan kurator behandler personoplysningerne, herunder til hvilke formål, retsgrundlaget for behandlingen, hvilke rettigheder de registrerede har i forbindelse hermed, de registreredes klagemuligheder m.v. Privatlivspolitikken kan findes her: <https://kromannreumert.com/privatlivs-cookiepolitik>, se særligt afsnittet om "Juridisk rådgivning og insolvensbehandling".

Med venlig hilsen  
**Kromann Reumert**

Teis Gullitz-Wormslev

# ANNEX B / BILAG B

Retsplejeloven §535  
(Full Text)

## ANNEX B / BILAG B

### Retsplejeloven §535 — Full Text

Source: [retsinformation.dk](https://retsinformation.dk)

#### § 535

*Stk. 1.* Den, der forsætligt overtræder en dom, hvorved det er pålagt vedkommende at foretage eller undlade noget, kan under en af rekvirenten anlagt sag idømmes straf af bøde eller fængsel indtil 4 måneder.

*Stk. 1, 2. pkt.* Tilsidevættelse af undladelsespligter kan straffes hver gang, der foreligger en særskilt tilsidevættelse af dommen.

#### English Translation:

Section 535(1): He who intentionally violates a judgment imposing upon him to do or refrain from something may, in a case brought by the aggrieved party (rekvirenten), be sentenced to a fine or imprisonment up to 4 months.

Section 535(1), second sentence: Violations of obligations to refrain may be punished each time a separate violation of the judgment occurs.

# **ANNEX C / BILAG C**

Konkurslov §114, §29  
(Extracts)

## ANNEX C / BILAG C

### Konkurslov — Relevant Extracts

Source: [danskelove.dk/konkursloven](https://danskelove.dk/konkursloven)

#### § 114 stk. 3

En afsat eller fratruddet kurator har pligt til at aflevere dokumenter vedrørende boet til skifteretten.

**English:** A dismissed or departed trustee has an obligation to hand over documents relating to the estate to the probate court.

#### § 29

Ved afsigelsen af konkursdekretet mister skyldneren retten til at overdrage eller opgive sine ejendele, modtage betaling og andre ydelser, modtage opsigelser, reklamationer og lignende erklæringer, stifte forpligtelser eller på anden måde råde over sin formue med virkning for boet.

**English:** Upon the issuance of the bankruptcy decree, the debtor loses the right to transfer or relinquish his property, receive payment and other benefits, receive notices, complaints, and similar declarations, incur obligations, or otherwise dispose of his assets with effect for the estate.

## LEGAL SOURCES / RETSKILDER

1. Retsplejeloven §535 (LBK nr 1835 af 15/09/2021)  
<https://retsinformation.dk/eli/ta/2021/1835>
2. Konkurslov §29, §114  
<https://danskelove.dk/konkursloven/114>
3. EU Regulation 2020/1784 on Service of Documents  
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32020R1784>
4. Retsplejeloven Kapitel 88 — Private Criminal Prosecution  
<https://www.jurabibliotek.ai/retsplejeloven/kapitel/88>
5. NSK replaced SØIK on 1 January 2022  
<https://anklagemyndigheden.dk/da/ny-statsadvokatur-afloeser-soeik-den-1-januar-2022>

# ANNEX 3 / BILAG 3

## **Demand Letter to Kromann Reumert**

*Kravbrev til Kromann Reumert*

## SHAPE ROBOTICS A/S

CVR 38322656 | ISIN DK0061273125 | Nasdaq Copenhagen: SHAPE

17 March 2026

### SENT BY EMAIL TO ALL PARTNERS OF KROMANN REUMERT

Christina Bruun Geertsen, Managing Partner

Jeppe Buskov, Chairman of the Board

And all Partners of Kromann Reumert Advokatpartnerselskab

Sundkrogsgade 5

2100 Copenhagen Ø, Denmark

Email: [cbg@kromannreumert.com](mailto:cbg@kromannreumert.com)

CC: Attorney Teis Gullitz-Wormslev ([two@kromannreumert.com](mailto:two@kromannreumert.com))

### Re: FORMAL DEMAND FOR IMMEDIATE COMPLIANCE WITH HIGH COURT RULING Shape Robotics A/S (CVR 38322656) — Case K 3337/25-F, Oestre Landsret

Dear Partners of Kromann Reumert,

I write to you in my capacity as Chief Executive Officer of Shape Robotics A/S, legally reinstated following the unanimous decision of Oestre Landsret (the Eastern High Court of Denmark) in case K 3337/25-F, delivered on **5 March 2026**. A full copy of the ruling is attached as Annex A.

On that date, at the moment the ruling was delivered, the mandate of your partner, Attorney Teis Gullitz-Wormslev, as bankruptcy trustee of Shape Robotics A/S **terminated immediately and in full**. My authority as CEO was simultaneously and automatically restored under Konkurslov §29.

From that precise moment, Mr. Gullitz-Wormslev had one single, unambiguous, statutory obligation: to immediately hand over all documents, records, data, funds, and property belonging to Shape Robotics A/S to me, the lawful CEO, in accordance with **Konkurslov §114, stk. 3**.

### **Twelve days have passed. He has not complied.**

I am addressing this demand directly to every partner of Kromann Reumert, because Mr. Gullitz-Wormslev's continued non-compliance is no longer just an individual matter. It is now a matter for the entire firm. Every partner bears personal responsibility to ensure that this grave situation is corrected immediately.

## THE ESCROW ARRANGEMENT — IDENTITY CRISIS

On 11 March 2026 — six days after the High Court terminated his mandate — Mr. Gullitz-Wormslev deposited DKK 3,722,813.18 of company funds into an escrow account at Nordea Danmark A/S (Reg. 2191 / Acc. 9046 428 843), purportedly under Deponeringsloven. A copy of the escrow stipulation is attached as Annex B.

Shape Robotics A/S does not recognise this arrangement. It is legally invalid, factually absurd, and raises serious questions about which role Mr. Gullitz-Wormslev was acting in when he created it.

### 1. No mandate to act

The High Court ruling of 5 March 2026 terminated Mr. Gullitz-Wormslev's appointment as trustee with immediate effect. From that moment, he had no legal capacity whatsoever to act on behalf of, or in relation to, Shape Robotics A/S. Opening an escrow account on 11 March 2026 — six days later — is an act performed by a person with no mandate. The question every partner of Kromann Reumert should be asking is: **in what capacity did Mr. Gullitz-Wormslev sign this escrow stipulation?** He was not the trustee. He was not the company's representative. He had no authority of any kind.

### 2. Money is fungible — these are not Danske Bank's funds

The escrow stipulation attempts to create a narrative that the DKK 3,722,813.18 "originates from" a payment related to Danske Bank and EIFO. This is legally irrelevant, and every lawyer at Kromann Reumert knows why.

Money is fungible. Once funds are received into a bank account, they lose their identity. They become part of the general balance. There is no legal mechanism to "trace" specific kroner through a bank account and claim they are "the same" kroner that arrived from a particular source.

The facts are as follows:

- During the bankruptcy period, Mr. Gullitz-Wormslev as trustee **received** funds into the estate account from multiple sources, including the amount transferred from Danske Bank/EIFO.
- During that same period, Mr. Gullitz-Wormslev as trustee also **spent** funds from the estate account — paying his own fees, operational costs, and other expenses of the estate.
- The estate also **received income** from the company's ongoing operations, which was deposited into the same account.
- The balance that remained on the account at the time of the High Court ruling was therefore a **completely different pool of money** — a mixture of receipts from various sources, reduced by various expenditures.

It is therefore legally impossible to claim that the DKK 3,722,813.18 currently in escrow is "Danske Bank's money." It is not. It is the company's money — the residual balance on the estate account, composed of fungible funds from multiple sources. Mr. Gullitz-Wormslev himself acknowledged this in **Kreditorinformation 2**, where he stated that the funds on the estate account were at the disposal of the company.

### 3. Which Teis Gullitz-Wormslev created this escrow?

This is the question that should concern every partner of this firm.

Mr. Gullitz-Wormslev wears two hats at Kromann Reumert. He was the court-appointed trustee of Shape Robotics A/S. He is also a partner at Kromann Reumert, which represents Danske Bank A/S.

The trustee was terminated on 5 March 2026. He could not have created this escrow in his capacity as trustee, because that capacity no longer existed.

If he created the escrow in his capacity as Danske Bank's attorney — then he used information and access obtained through his former role as trustee to benefit his private client, Danske Bank, at the expense of Shape Robotics A/S. That is not a conflict of interest. That is an abuse of a position of trust.

Either way, the escrow has no legal basis. If it was done as trustee — he had no mandate. If it was done as Danske Bank's lawyer — he had no right to the company's funds. **There is no version of events in which this escrow is lawful.**

### **FOR THE AVOIDANCE OF DOUBT — THE ESCROW IS NOT OUR CONCERN**

Shape Robotics A/S wishes to make one point entirely clear: the escrow arrangement described above is Mr. Gullitz-Wormslev's problem, not ours. We have analysed it here solely to demonstrate to every partner of Kromann Reumert the absurdity and illegality of what your colleague has done.

The funds belonging to Shape Robotics A/S are not in the Nordea escrow. They are, and have always been, on the Kromann Reumert client account. That is where Kromann Reumert holds our money. That is the account from which our funds must be transferred immediately.

Whatever Mr. Gullitz-Wormslev chose to do with a portion of funds — depositing them into an escrow account without authority, without mandate, and without the company's knowledge or consent — is a matter between Kromann Reumert, Mr. Gullitz-Wormslev, Nordea, and Danske Bank. Shape Robotics A/S is not a party to that arrangement and does not recognise it.

Our demand is simple and directed at Kromann Reumert: **transfer all funds you hold belonging to Shape Robotics A/S — from whatever account you hold them on — to the company's account specified below. How you unwind the escrow arrangement that your partner created without authority is your internal affair.**

Any party — whether Mr. Gullitz-Wormslev, Kromann Reumert, or Nordea — who continues to withhold company funds without legal basis does so at their own legal risk.

### **WHAT MUST BE HANDED OVER IMMEDIATELY**

The following is a non-exhaustive list of the property and records that your partner holds and must return:

- All financial records, bookkeeping data, and accounting systems
- All bank account access and credentials (Danske Bank, Revolut, Wise, and any other accounts)
- All funds held on the estate account, on the Kromann Reumert client account, and in the Nordea escrow account (Reg. 2191 / Acc. 9046 428 843)

- All corporate correspondence, emails, and communications
- All contracts, licences, intellectual property, and patent filings
- All records relating to subsidiaries in Finland (Sanako Oy), Romania, Moldova, and Poland
- Full access to the Shape Robotics digital data room and all digital files
- The §110, stk. 4 report submitted to the court
- All creditor correspondence, including Kreditorinformation 1 and 2
- Any and all other property, data, or records of any kind belonging to Shape Robotics A/S

## TRANSFER OF FUNDS

All funds currently held by Kromann Reumert on any client account, estate account, or other account in relation to Shape Robotics A/S — including but not limited to the Nordea escrow account — must be transferred immediately to the following account:

<b>Account holder:</b>	SHAPE ROBOTICS A/S
<b>IBAN:</b>	BE95 9055 8272 2958
<b>Swift/BIC:</b>	TRWIBEB1XXX
<b>Bank:</b>	Wise Europe SA
<b>Bank address:</b>	Rue du Trone 100, 3rd floor, Brussels, 1050, Belgium

A proof of account details issued by Wise Europe SA is attached as **Annex C**.

The above account is denominated in **EUR**. The total amount owed to Shape Robotics A/S — as stated by Mr. Gullitz-Wormslev himself in **Kreditorinformation 2** — must be converted from DKK to EUR at the applicable exchange rate on the date of transfer and remitted in full. Any exchange rate applied must be the official interbank rate or the rate offered by the transferring bank, with no deductions, fees, or margins charged to Shape Robotics A/S.

## DEADLINE

This demand is made under the full force of the High Court ruling in case K 3337/25-F. I require full compliance **no later than end of business on Thursday, 19 March 2026**.

This means:

- Full digital access to the Shape Robotics data room must be restored by that time
- All funds — including the Nordea escrow — must be transferred to the account specified above by that time
- All physical and digital documents must be made available for collection or download by that time

## LEGAL CONSEQUENCES

Criminal complaints have already been filed against Mr. Gullitz-Wormslev and Kromann Reumert for intentional non-compliance with the High Court ruling, under §535 of the Danish Administration of Justice Act (Retsplejeloven). Each day of continued non-compliance constitutes a separate criminal offence punishable by fine or imprisonment of up to four months.

Formal complaints have been filed with Advokatnaevnet (the Danish Bar Complaints Board), the Danish Financial Supervisory Authority (Finanstilsynet, J.nr. 25-026876), and BaFin (the German Federal Financial Supervisory Authority).

This letter constitutes a **final formal demand**. Failure to comply by the deadline stated above will be treated as further wilful non-compliance and will be added to the evidentiary record in all pending and future proceedings.

**Shape Robotics A/S reserves all rights to pursue full damages arising from the continued refusal to comply, including but not limited to damages for destruction of subsidiary value, loss of financing, investor harm, and reputational damage.**

Kind regards,

Mark-Robert Abraham  
CEO, Shape Robotics A/S  
Strada Tuberozelor 8A, Voluntari, Ilfov 077190, Romania  
Mobile: +40 749 288 688  
Email: [mark@shaperobotics.com](mailto:mark@shaperobotics.com)

## ANNEXES

**Annex A:** Ruling of Oestre Landsret, case K 3337/25-F, 5 March 2026 (5 pages)

**Annex B:** Escrow Account Stipulation, Kromann Reumert / Nordea, 11 March 2026 (2 pages)

**Annex C:** Proof of Account Details, Wise Europe SA, 17 March 2026 (1 page)

# **ANNEX A**

Ruling of Oestre Landsret - 5 March 2026

**UDSKRIFT**  
**AF**  
**ØSTRE LANDSRETS RETSBOG**

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Den 5. marts 2026 satte Østre Landsret retten i retsbygningen, Østre Landsrets Plads 1, Nordhavn.

Som dommere fungerede landsdommerne Birgitte Grønborg Juul, Berit Holmelund og Andreas Emdal (kst.), førstnævnte som rettens formand.

Der foretoges

3. afd. kære nr. B-56-26, B-57-26 og B-58-26:

Kære af kendelse om at tage Shape Robotics A/S under konkursbehandling

Ingen var mødt eller indkaldt.

Der fremlagdes kæreskrift af 19. januar 2026 med bilag, hvorved advokat Hans Holme på vegne af Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har kæret kendelse afsagt af SØ- og Handelsretten, skifteretten, den 6. januar 2026 (K 2932/25-E), hvor det blev bestemt, at en konkursbegæring fra Treyd AB af 25. november 2025 mod Shape Robotics A/S blev fremmet. Shape Robotics A/S' bo blev herefter taget under konkursbehandling.

Endvidere fremlagdes skifterettens fremsendelsesbrev af 22. januar 2026 og udskrift af retsbogen indeholdende den kærede afgørelse.

Endelig fremlagdes kæresvarskrift af 26. januar 2026 med bilag fra kurator, advokat Teis Gullitz-Wormslev.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har i kæreskrift af 19. januar 2026 anmodet om, at kæremålet tillægges opsættende virkning med henblik på gennemførelse af generalforsamling den 22. januar 2026.

Landsretten har ikke fundet anledning til at imødekomme anmodningen.

Elena Pasat, Sevastian Daniel Miu, Mark-Robert Abraham og Aurel Netin har nedlagt påstand om, at konkursdekretet ophæves, subsidiært at sagen hjemvises til fornyet behandling i skifteretten.

Til støtte for påstandene har de kærende anført navnlig, at selskabet ikke var insolvent. En eventuel betalingsudygtighed var under alle omstændigheder forbigående, idet der var indkaldt til ekstraordinær generalforsamling den 22. januar 2026 med henblik på udstedelse af yderligere aktier. Hertil kommer, at der ikke var sket korrekt forkyndelse for selskabets tilbageværende ledelse.

Kurator, advokat Teis Gullitz-Wormslev, har nedlagt påstand om stadfæstelse.

Til støtte for påstanden har kurator anført navnlig, at selskabet var insolvent, idet de forfaldne forpligtelser pr. dekretdagen oversteg selskabets aktiver og eventuelle kreditramme. Indkaldelsen til skiftemødet er behørigt forkyndt for en person, der på daværende tidspunkt var registreret som medlem af ledelsen. Hertil kommer, at kurator under konkursbehandlingen har konstateret, at flere af de indgivne konkursbegæring, herunder konkursbegæringerne fra Gældsstyrelsen og IDA, samt indkaldelsen til mødet i skifteretten den 9. december 2025 blev videresendt fra selskabets digitale postkasse til bl.a. Mark-Robert Abraham den 28. november 2025.

Skifteretten har ved sagens fremsendelse henholdt sig til den truffe afgørelse og anført bl.a.:

”Skifteretten kan i forhold til forkyndelse oplyse, at konkursbegæringen blev modtaget den 25. november 2025 og sendt til digital forkyndelse den 10. december 2025 til daværende bestyrelsesmedlem Helle Rootzén (eneste daværende medlem af bestyrelsen med et dansk CPR-nummer). Helle Rootzén kvitterede for forkyndelsen samme dato. Det fremgår nu af Virk.dk, at Helle

Rootzén fratrådte bestyrelsen den 28. november 2025. Fratrædelsen er imidlertid først registreret den 19. december 2025. Erhvervsstyrelsen har ved telefonisk henvendelse fra skifteretten d.d. ikke villet give oplysninger om, hvornår oplysningen om Helle Rootzéns fratrædelse er indgivet til Erhvervsstyrelsen.

[...]

Kærendes advokat har meddelt, at han er udtrådt af sagen, men har accepteret at modtaget fremsendelsesbrevet og videresende det til de kærendes mails.”

Landsretten har den 4. marts 2026 modtaget indkaldelsen af 10. december 2025 med bekræftelse på forenklet digital forkyndelse samme dag.

De modtagne bilag var til stede.

Efter votering afsagdes

#### k e n d e l s e :

Efter konkurslovens § 23, stk. 2, lader skifteretten straks en konkursbegæring forkynde for skyldneren og indkalder samtidig med mindst aftens varsel skyldneren og vedkommende fordringshaver til møde i skifteretten, der så vidt muligt bør afholdes senest tre dage efter konkursbegæringens modtagelse. Efter § 23, stk. 3, kan forkyndelse af konkursbegæringen undlades, hvis skyldneren på anden måde er gjort bekendt med den.

Landsretten lægger efter de foreliggende oplysninger til grund, at konkursbegæringen af 25. november 2025 og indkaldelsen til retsmødet den 6. januar 2026 blev forkyndt den 10. december 2025 ved forenklet digital forkyndelse for Helle Rootzén, der på daværende tidspunkt var registreret som medlem af selskabets bestyrelse. Forkyndelsen skete på hendes private digitale adresse.

Det fremgår af retsplejelovens § 155, stk. 2, jf. stk. 1, nr. 3, at der kan ske forenklet digital forkyndelse for en juridisk person efter reglerne i § 157 a.

Af retsplejelovens § 157 a, stk. 1, 1. pkt., fremgår, at forenklet digital forkyndelse for en juridisk person kan ske for bl.a. et bestyrelsesmedlem på den juridiske persons digitale adresse.

Af forarbejderne til retsplejelovens § 157 a (lovforslag nr. 12 af 3. oktober 2012) fremgår bl.a.:

”Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., ske for et direktionsmedlem, et bestyrelsesmedlem eller en anden, som har ansvar for den juridiske persons anliggender, på den juridiske persons digitale adresse.

Digital forkyndelse og forenklet digital forkyndelse kan i overensstemmelse med den foreslåede bestemmelse i § 157 a, stk. 1, 1. pkt., endvidere alene ske på den juridiske persons digitale adresse. Dette indebærer, at forkyndelsen skal ske på den digitale adresse, som f.eks. er angivet på den juridiske persons brevpapir. Der kan således f.eks. ikke ske digital forkyndelse eller forenklet digital forkyndelse på direktionsmedlemmets arbejdsrelaterede eller private digitale adresse eller i den pågældendes digitale postkasse, der anvendes til sikker digital kommunikation med det offentlige.”

På denne baggrund finder landsretten, at der ikke som sket kunne foretages forenklet digital forkyndelse for daværende bestyrelsesmedlem Helle Rootzén på dennes private digitale adresse. Konkursbegæringen er derfor ikke lovligt forkyndt for Shape Robotics A/S, jf. retsplejelovens § 157 a, stk. 1, 1. pkt.

Herefter, og da der ikke er oplysninger om, at selskabet er gjort bekendt med konkursbegæringen af 25. november 2025 fra Treyd AB eller indkaldelsen til retsmødet den 6. januar 2026 på anden vis, jf. konkurslovens § 23, stk. 3, ophæver landsretten konkursdekretet og hjemviser sagen til fornyet behandling i skifteretten.

Det bemærkes, at landsretten ikke herved har taget stilling til, om betingelserne for konkurs er opfyldt.

#### T h i b e s t e m m e s :

Konkursdekret af 6. januar 2026 vedrørende Shape Robotics A/S ophæves, og sagen hjemvises til fornyet behandling i skifteretten.

Sagen sluttet.

Retten hævet.

(Sign.)

— — —  
Udskriftens rigtighed bekræftes. Østre Landsret, den 06-03-2026

**Merete Hansen**

**souschef**

# **ANNEX B**

Escrow Account Stipulation - 11 March 2026

## ESCROW ACCOUNT STIPULATION

**Depositor:** Kromann Reumert Advokatpartnerselskab ("KR"), CVR No. 46038150

**Deposited Amount:** DKK 3,722,813.18

**Beneficiaries:** Shape Robotics A/S (the "Company"), CVR No. 38322656, Danske Bank A/S (the "Bank"), CVR No. 61126228 and Danmarks Eksport- og Investeringsfond ("EIFO"), CVR No. 43478206.

**Depositary:** Nordea Danmark, Filial af Nordea Bank Abp, Finland ("Nordea"), CVR No. 25992180

### Terms of Escrow

#### 1. Disposit with discharging effect

KR hereby deposits DKK 3,722,813.18 with Nordea with discharging effect pursuant to section 1(2) of the Danish Act on Debtors' Right to Obtain Discharge by Deposit (the "Deposit Act").

#### 2. Background for the deposit

The deposit is made due to uncertainty as to who is the rightful creditor entitled to receive the deposited amount.

The amount originates from KR's function as trustee in the bankruptcy estate of Shape Robotics A/S (the Company). The Company was under bankruptcy proceedings from 6 January 2026 until 5 March 2026, when the bankruptcy decree was revoked by a decision of the Eastern High Court. During the bankruptcy proceedings, attorney Teis Gullitz-Wormslev of KR has been appointed trustee.

During the bankruptcy proceedings, the amount was transferred to the bankruptcy estate's client account from a client account belonging to the Bank. The amount originates from an instalment that the Company had paid to the Bank/EIFO shortly before the bankruptcy pursuant to an instalment agreement entered into between the Bank, EIFO and the Company. As a result of and subject to the issuance of the bankruptcy decree, the Bank and EIFO agreed to transfer the instalment to the bankruptcy estate.

As a result of the revoked bankruptcy decree, KR has received communications from the Company and the Bank and EIFO respectively, each claiming that the amount of DKK 3,722,813.18 must now be transferred to them as a result of the revoked bankruptcy decree.

Since there is uncertainty as to who is the rightful recipient of the amount, KR will discharge itself by deposit in accordance with the Deposit Act.

The deposit is made for the benefit of the Company, Danske Bank, and EIFO until the rightful title holder to the amount has been finally determined, cf. below.

#### 3. Terms of release

The deposited amount may only be claimed for disbursement when it has been finally determined by judgment, settlement, or other binding resolution who is the rightful title holder to the amount, cf. Section 4 of the Deposit Act.

The creditor must thus substantiate and document its entitlement, and Nordea will only disburse the deposited amount upon presentation of proper documentation that the question of the rightful creditor has been finally determined by judgment, settlement, or other binding resolution.

#### 4. Notice to the Beneficiaries

In accordance with section 1(3) of the Deposit Act, KR hereby notifies the Company and the Bank/EIFO of the deposit made. The notification contains information about the place of deposit (Nordea) and the terms and conditions for disbursement of the deposited amount as set out in this stipulation.

## **5. Waiver of the right of retrieval**

KR hereby waives the right to retrieve the deposited amount pursuant to Section 2 of the Deposit Act. The deposit is therefore final and irrevocable.

## **6. Costs**

Any costs associated with the deposit, including fees and administrative costs, shall be borne by the party receiving the amount and shall be deducted from the deposited amount.

## **7. Accrued interest**

Any interest accruing on the deposited amount shall be payable to the party that, in accordance with Section 3 above, receives the disbursement of the deposited amount.

11 March 2026

# ANNEX C

Proof of Account Details - Wise Europe SA



Wise Europe SA  
Rue du Trône 100, 3rd floor  
Brussels  
1050  
Belgium



# Proof of account details

17 March 2026

To whom it may concern,

This letter is to confirm that the following account details allow SHAPE ROBOTICS A/S to receive EUR payments into their Wise account:

**Account holder**

SHAPE ROBOTICS A/S

**IBAN**

BE95 9055 8272 2958

**Swift/BIC**

TRWIBEB1XXX

**Bank name and address**

Wise  
Rue du Trône 100, 3rd floor  
Brussels  
1050  
Belgium

Sincerely,

Wise Customer Support

# ANNEX 4 / BILAG 4

**Romanian ID — IF1007067**

*Rumænsk Identitetskort — IF1007067*



# ANNEX 5a / BILAG 5a

**Bechtle Framework Agreement — EUR 32M**

*Bechtle Rammeaftale — EUR 32 mio.*

This Sale Purchase Framework Agreement (the "**Agreement**") has been entered into on the latest date of signature by and between

(1) **SHAPE ROBOTICS A/S.**, a joint stock company duly incorporated, organized and operating under the laws of Denmark, headquartered in Lyskær 3C, 4th, 2730 Herlev, Denmark, registered with the Danish Trade Registry under no. 38322656 and having tax code no. DK38322656,

and its subsidiaries,

**SHAPE ROBOTICS ROMANIA S.R.L.**, a company established and operating pursuant to the laws of Romania, having its head office in Oraş Voluntari, Str. Tuberozelor no. 8A, House no. 13, Ilfov County, Romania, being registered at the Ilfov Trade Registry under no. J23/4162/2020 and having unique registration code no. RO37732242,

and

**SHAPE ROBOTICS EAST S.R.L.**, a company established and operating pursuant to the laws of the Republic of Moldova, registered under no. 1023600032924, VAT Code 0509552, with headquarters in Republic of Moldova, mun. Chişinău, str. Calea Iesilor 6/A,

and

**SHAPE ROBOTICS POLAND S.A.**, a company established and operating under the laws of Poland, having its head office at J.K. Ordonia 3, 01-237 Warszawa, with TIN: PL5213687934, KRS: 0000933322, REGON: 360721812.

and

**Sanako Oy**, a company established and operating under the laws of Finland, having its head office at Jousitie 2 C, 20760 Piispanristi, Finland, with business-ID number FI1729128-9

all together hereinafter referred to as "**Seller**", and collectively represented by **Mr. Mark-Robert Abraham**, in his capacity as *Chief Executive Officer*, and

(2) **Bechtle direct Polska Sp. z o.o.**, with its registered office in Wrocław, at ul. Krakowska 29,50-424 Wrocław, entered into the Register of Entrepreneurs maintained by the District Court for Wrocław – Fabryczna, 6th Commercial Division of the National Court Register under KRS number: 0000347619, Tax Identification Number (NIP): PL8992687374, duly represented by Karolina Romańczuk, in their capacity as *President of the Management Board*

hereinafter referred to as "**Buyer**"

the Seller and the Buyer shall be individually referred to as a "**Party**" and collectively as the "**Parties**"

#### WHEREAS:

(A) Several public authorities in Poland (the "**Contracting Authority**"), are organizing public procurement procedures with the goal of equipping Polish public schools with STEM/AI Laboratories (the "**Tenders**"),

(B) The Seller is a company with experience in selling certain specialized equipment as described in Schedule 1 to this Agreement (the "**Equipment**"), while the Buyer is a company that intends to participate in the Tenders and supply the Equipment, should they be assigned the respective public procurement agreements.

(C) The Buyer, having regard to Seller's relevant experience and its range of available equipment, wishes to purchase equipment under the terms of this Agreement, Seller agreeing to sell such equipment;

THEREFORE, the Parties have agreed to conclude this Agreement under the following conditions:

#### 1. OBJECT OF THE AGREEMENT

1.1. Through this Agreement, the Seller will sell and the Buyer will buy the Equipment, in exchange for the price to be paid by the Buyer under the terms of this Agreement (the "**Equipment Price**"), based on the subsequent orders that will be placed by Buyer.

1.2. Equipment shall be brand new, unused, complete, manufactured no earlier than 6 months prior to the date of its order by the Buyer, marketed within the EU, technically sound, and free from any third-party rights. The term 'brand new' shall be understood to mean Equipment with Software installed, in its original packaging (the packaging must have a security feature confirming that there has been no interference (other than by the manufacturer and the Seller) with the contents of the packaging used by the manufacturer or the Seller. Post-lease/refurbished Equipment is not permitted.

Equipment shall be produced by a producer having:

- an ISO 14001 environmental management system certificate and
- an ISO 50001 energy management system certificate and
- an ISO 9001 quality management system certificate.

The Equipment shall have the required declarations and certificates as well as user manuals in Polish, available for 5 years from the date of signing the Final Acceptance Protocol by both parties, online on the manufacturer's or Seller's website or on the storage device of the delivered Equipment.

Along with the Equipment, the Seller is obliged to provide instructions describing the start-up and use of the Equipment, written in Polish.

1.3. The Seller shall be obliged to produce stickers with logos in accordance with the requirements specified in Appendix 1 to the Agreement and to affix them to the delivered Equipment. The Buyer agrees that unsealing and unpacking the Equipment for the purpose of affixing the stickers required under the present clause will not render the Equipment used.

1.4. The Seller shall deliver the Equipment with the Software installed, which shall be subject to the licence terms and conditions set by the relevant Software manufacturer. The licence for the Software shall be granted for an indefinite period and without time limit. The term 'Software' refers to the operating system installed on the Equipment and other software described in Appendix 1 to the Agreement.

1.5. The Seller declares and ensures that the Software, including its updates, within the meaning of the Act of 4 February 1994 on copyright and related rights, will not infringe the intellectual property rights of third parties, including copyrights, during its use by the Operating Authority and the End User of the Equipment for educational purposes.

1.6. The Seller declares and ensures that as part of the remuneration specified in the Agreement, NASK PIB, the Unit, the Governing Body and the End User of the Equipment shall obtain the right to use the Software and its updates on the basis of non-exclusive, extending to the entire territory of the Republic of Poland and unlimited in time, granted by the Software manufacturer or an entity authorised by it, the terms and conditions of which the Software manufacturer or an entity authorised by it has attached to the Software. The Seller undertakes to assume full responsibility for any claims that third parties may bring against NASK PIB, the Unit, the **Conducting Authorities** or the End Users of the Equipment in connection with the use of the Subject Matter of the Agreement

NASK PIB' refers to the Research and Academic Computer Network – National Research Institute

The term 'Unit' refers to the Ministry of Digital Affairs, the office serving the Minister of Digital Affairs.

The term 'Conducting Authority' refers to the body conducting the school/educational institution - the Final Recipient of Support.

The term 'End User of the Equipment' refers to students and teachers in schools and educational institutions.

1.7. The licence shall permit the use of the Software for educational purposes by the Conducting Authority and the End User of the Equipment.

Licences shall be granted on the standard terms and conditions of the Software manufacturer, unless the Agreement provides otherwise; in particular, these terms and conditions may not conflict with the provisions of the Agreement. In the event of any discrepancies between the terms and

<p>conditions of the Licences granted on the standard terms and conditions of the Software manufacturer and the provisions of the Agreement, the provisions of the Agreement shall prevail.</p>
<p>1.8. The Seller declares and ensures that it has obtained the consent of the Software manufacturer or an entity authorised by the manufacturer to use the Software and its updates on the terms specified in the Agreement and to the extent necessary for its implementation, including the transfer of documents containing the terms of the Licence.</p>
<p>1.9. The Seller declares and ensures that Licences for Software, including updates, shall not be terminated except in the event of a material breach of the terms of the Licence. In the event of termination of the Licence despite the absence of a material breach of the terms of the Licence, the Seller shall be liable for any damage resulting therefrom and, as part of the remuneration referred to in the Agreement, shall provide Licences corresponding to the terms and conditions contained in the Agreement</p>
<p>1.10 The Seller declares and ensures that granting of the licence does not infringe any rights, including copyrights, trademark rights and personal rights of third parties. If Buyer informs the Seller of any third-party claims in connection with the use of the Software, including allegations of infringement of intellectual property rights, the Seller shall be responsible for any claims brought by third parties against the Buyer arising directly from the use of the licences or materials supplied by the Seller under this Agreement. In the event of such a claim, the Seller shall, at its own cost and within a reasonable time, no longer than 7 working days (i) obtain for the Buyer or the Contracting Authority the right to continue using the affected Software or materials, or (ii) replace or modify them so that they become non-infringing while maintaining equivalent functionality and quality.</p>
<p>1.11 The Seller declares that the distribution of the Software in the delivered Equipment and the granting of licences to the Operating Authority and the End User of the Equipment does not conflict with the agreements of the Equipment manufacturer and the Software manufacturer. The Seller shall indemnify the Buyer, NASK, PIB, the Unit, the Operating Authorities or the End users of the Equipment against claims of third parties in respect of intellectual property infringement caused by the Equipment or Software delivered by the Seller under this Agreement, provided that the affected party promptly, not later than after 14 working days, notifies the Seller in writing of the claim and allows the Seller to participate in the defence or settlement of the matter. The Seller's liability under this clause is unlimited.</p>
<p><b>2. PRICE</b></p>
<p>2.1. The total estimated value of this Agreement shall be EUR 32,000,000.00. The final total value of the Agreement shall be determined based on the individual orders placed by the Buyer following the award of Tenders in which the Buyer participates and for which the Seller supplies the Equipment to the Buyer. The value shall be calculated cumulatively as and when such orders are confirmed, and shall reflect the actual quantities and specifications of the Equipment ordered pursuant to each awarded Tender.</p>
<p>2.2. The Parties agree on binding prices for the Equipment in the amounts indicated in Appendix 1 "Equipment Price". The binding prices indicated in Appendix 1 are valid for 12 months from the date of conclusion of the Agreement.</p>
<p><b>3. PLACING ORDERS, PAYMENT, DELIVERY AND GUARANTEES</b></p>
<p>3.1. The Buyer is not obliged to place orders, while the Seller is obliged to accept every order from the Buyer. The Equipment shall be delivered exclusively on the basis of individual orders placed using the Order Form attached to the Agreement as Appendix 2. Orders submitted by phone or e-mail shall not be considered valid.. Each Tender awarded to the Buyer shall constitute a separate order under this Agreement. The Seller shall issue an invoice corresponding to each order upon acceptance thereof. The Buyer shall place the corresponding order on the same day it is irrevocably declared the winning bidder in the relevant Tender.</p>
<p>3.2. The Buyer shall pay the full purchase price within fourteen (14) calendar days from the date of delivery of the Equipment. If any invoice remains unpaid after its due date, the Seller may, without prejudice to</p>

any other rights or remedies, suspend further deliveries until all outstanding amounts have been settled in full.
3.3. The Seller shall secure in full any advance payment under this Agreement by issuing an order-specific guarantee instrument, such as a bank guarantee, letter of credit, or any other form agreed by the Parties in writing prior to acceptance of the respective order.
3.4. Should the any of the Parties use financing mechanisms, the other Party shall be obliged to sign and deliver any necessary documents requested by the financing partner, including amendments to this Agreement, no later than the next day of the request for such documents.
3.5. If the Contracting Authority refuses acceptance of the Equipment due to a defect, delay, or non-conformity attributable to the Seller, the Seller shall bear all any contractual penalties imposed on the Buyer by the Contracting Authority.
3.6. All amounts under this Agreement are expressed, invoiced, and payable exclusively in EUR. Payments shall be made by bank transfer to the bank account indicated in each invoice.
3.7. For non-payment on time, the Buyer will owe penalties in the amount of 0.01% per day of delay.
3.8. The Buyer will include in the orders the equipment delivery calendar and the delivery location agreed to by the Buyer in the relevant public procurement agreement, expressly accepting that the delivery term is at least 10 working days, with the final delivery term to be communicated by the Seller upon acceptance of the order. The Parties may agree that the Seller will make partial deliveries prior to the agreed final delivery deadline, in which case the Buyer undertakes to accept such deliveries in accordance with the agreed terms.
3.9. The Buyer will place each order with sufficient time before the delivery date to ensure the planned delivery flows to its own customers, but no earlier than after each tender is awarded by the Contracting Authority and no later than 3 days after each Tender has been finally awarded.
3.10. The Buyer can place one or more firm orders on the date of signing the Agreement to reserve any products they deem necessary during the contractual period, regardless of whether or not they are in the stock communicated by the Seller, provided that the Seller retains these products or procures them in due time to be delivered to the Buyer according to the delivery plan. The reserved products will be compulsorily bought according to the reservation order.
3.11. Delivery of the Equipment will be done CIP Warsaw. The Buyer can ask for a shipping quote or choose to have the Seller handle the shipping, with the Buyer covering the shipping costs.
3.12. Immediately after delivery, but no later than within 3 working days, the Seller shall provide the Buyer with the data necessary to enter into the ICT system used by the Buyer in connection with the conclusion of the Framework Agreement with NASK PIB. The parties shall determine the scope of the data to be provided in electronic correspondence.
3.13. The Parties agree that the Equipment shall be invoiced and delivered by Sanako Oy.
<b>4. OBLIGATIONS OF THE BUYER</b>
4.1. The Buyer undertakes to pay the Equipment Price and take delivery of the Equipment under the Incoterms 2020, in particular according to CIP Warsaw regime(if this regime applies due to the method of transport of the order) . The Seller shall make the Equipment available for collection at the designated premises within a maximum of 50 (fifty) days from the date of acceptance of the corresponding order.  The Seller shall bear unlimited liability for the Equipment, including for its loss, destruction or damage, until it is collected by the Buyer.
4.2. The Buyer undertakes to provide qualified personnel to take over, install and handle the Equipment, as appropriate.

4.3. The Buyer will protect the reputation of the Seller and the Equipment and will refrain from any statements, conduct or messages that may disparage or damage the Seller and the Equipment

4.4. The Buyer shall notify the Seller immediately of any changes in ownership or control of the Buyer and of any changes in its organization or method of doing business which affect the performance of the Buyer's duties under this Agreement.

4.5. The Buyer shall inform its employees, agents, resellers, representatives and other relevant third parties of its obligations contained in this Agreement, and the Buyer shall be liable and responsible for any breach or violation of this Agreement by any such person or party.

4.6. If the Buyer refuses to take over or pay for any order without justified reason, the Seller may retain the products in storage, and all related transport and storage costs shall be borne by the Buyer. Risk shall pass to the Buyer upon refusal of delivery. The Seller may notify the Buyer that the products are available for collection, and such notice shall constitute constructive delivery for the purpose of transferring ownership, subject to the applicable provisions of Polish law.

4.7. The Buyer's obligation to purchase any Equipment under this Agreement is expressly subject to the Buyer being irrevocably awarded the relevant public procurement contract by the respective Contracting Authority. The Seller acknowledges that no binding order exists until such award is confirmed and the Buyer has issued a corresponding Order Form under Schedule 1, notwithstanding the provisions of Clause 3.7.

4.8. The Buyer undertakes to make all reasonable efforts to challenge or mitigate any penalties or adverse measures imposed by the Contracting Authority in connection with the performance of any the public procurement contracts awarded to the Buyer following participation in Tenders, including those arising from delays or defects attributable to the Seller. The Buyer shall inform the Seller promptly of any such measures and shall consult with the Seller in preparing any defense or remedy pursued before the Contracting Authority or relevant body.

## 5. OBLIGATIONS OF THE SELLER

5.1. The Equipment shall be covered by a quality guarantee for a period of either twelve (12) months or twenty-four (24) months, as specified in the Contracting Authority's requirements for each category of Equipment, counted from the date of signing the Final Acceptance Protocol by the Ordering Party. Signing the Quality Protocol without reservations shall be considered as the Final Acceptance Protocol.

5.2. The Seller is obliged to remove any defects identified during the operation of the Equipment, in accordance with the user manual, during the warranty period, or to deliver new Equipment free from defects, in accordance with the terms and conditions set out in the Agreement, in such a way as to restore its full functionality. The warranty covers all defects reducing the technical or functional value of the Equipment, revealed during the warranty period, as well as the failure of the Equipment to perform the functionalities declared by the Seller, excluding defects caused by improper use of the Equipment.

The Equipment repairs will be carried out using new, dedicated, original, non-remanufactured and unused parts and components

If any other technical support or assistance is required, the Seller shall loyally assist the Buyer with technical support or assistance as may be reasonably required in writing by the Buyer.

5.3. The Seller is obliged to provide warranty services on the following terms:

- 1) the warranty service will be provided by the producer or a service provider with legally acquired competences and legal access to the equipment producer's supplies and services necessary to provide services under the warranty and guarantee,
- 2) notifications will be accepted by the Seller by e-mail at: [legal@shaperobotics.com](mailto:legal@shaperobotics.com) on working days between 8:00 a.m. and 4:00 p.m. In the case of notification by telephone, the Seller will confirm acceptance of the notification by e-mail on the same working day,

<ul style="list-style-type: none"> <li>3) the Seller shall commence repair work no later than on the next working day following the date of the warranty claim,</li> <li>4) the Seller shall effectively repair or replace the given piece of Equipment with a new one, within a maximum of 4 working days from the moment of receiving the notification,</li> <li>5) if the time needed to remove the defect exceeds 4 working days or if, at the time of reporting the defect, it is known that the repair will exceed 4 working days, the Seller shall immediately provide, for the duration of the repair, replacement Equipment with technical parameters not inferior to those of the original Equipment, together with controllers enabling the proper use of such Equipment,</li> <li>6) the repairs will be carried out in accordance with the requirements of ISO 9001 or equivalent,</li> </ul>
<p>5.3.1. If the repair of the Equipment takes longer than 4 working days, the warranty period shall be extended by the duration of the repair. If the repair of the Equipment takes longer than 14 Days or if the same Equipment is repaired more than 3 times, the Buyer shall have the right to request in writing a free replacement of the Equipment with a new one, identical or with no worse technical parameters, as part of the contractual remuneration. The warranty period shall be counted from the date of signing the Final Acceptance Protocol for the replaced Equipment. The replacement of the Equipment with new equipment shall take place within a maximum of 4 working days from the delivery of the written request referred to in the previous sentence.</p>
<p>5.3.2. The Equipment sent for repair outside the School's premises or returned to the Seller for replacement, if technically possible, will have its data storage devices, e.g. disks, memory cards, removed by the warranty service at the School's premises, and in the case of built-in memory, all data will be deleted by the School. A similar procedure will be applied in the case of replacement the Equipment.</p>
<p>5.3.3. The warranty period shall be automatically extended by the time required for repair (if the repair time exceeds 5 working days) or replacement of the Equipment with new Equipment. The warranty period for the replaced Equipment shall recommence.</p>
<p>5.4. The warranty shall not limit the rights to:</p> <ul style="list-style-type: none"> <li>1) dispose of the Equipment; in the event of a formal transfer of the Equipment, the warranty shall be transferred to the new owner,</li> <li>2) performance of warranty inspections at the Seller's expense by a substitute contractor in the event of failure by the Seller to perform such an inspection (if the inspection is required by the Equipment manufacturer).</li> </ul>
<p>5.4.1. The Parties agree that the warranty shall apply, regardless of the rights arising from the guarantee, under the terms and conditions set out in the Civil Code. The warranty period shall be a minimum of 24 months, counted from the date of signing the Final Acceptance Protocol by the Contracting Authority.</p>
<p>5.5. The Seller agrees to comply with all applicable obligations imposed under the relevant public procurement contract to the extent such obligations are required to be flowed down to subcontractors or suppliers. These may include, but are not limited to, delivery deadlines, conformity assessments, warranty obligations, and origin of goods requirements.</p>
<p>5.6. The Seller warrants that the Equipment complies with all technical specifications, certifications, and applicable conformity requirements as may be set out in the relevant Tender documentation or procurement contract.</p>
<p>5.7. The Seller agrees to provide reasonable cooperation and access to documentation in the event that the Contracting Authority or competent oversight body exercises any audit, inspection, or verification rights under the relevant public procurement agreement.</p>
<p>5.8. The Seller will ensure a sufficient stock of Equipment, with the following exceptions:</p> <ul style="list-style-type: none"> <li>(i) The Seller assumes no liability for delays caused by products from third parties, their obligation being one of means and not of result.</li> <li>(ii) The Seller is not responsible in the event that certain Equipment is no longer available or is declared end of life/end of support, but it shall make efforts to acquire and re-sell products in accordance with the applicable legal norms.</li> <li>(iii) The Seller is not responsible for delivery delays caused by carriers, nor for any damage caused by them.</li> </ul>

5.9. The Seller undertakes to transfer ownership of the Equipment to the Buyer following payment of the Equipment Price.
5.10. The Seller undertakes to send the Buyer, upon delivery, the necessary documentation for the use of the Equipment: manual and instructions for use, warranty certificate, certificate of conformity with its translation to Polish.
5.11. The Seller undertakes to grant the Buyer warranty terms for the Equipment that are no less favorable than those required under the specific public procurement agreement pursuant to which the corresponding order is placed. Unless otherwise provided in the applicable tender documentation, the Seller shall provide a minimum warranty of 12 (twelve) months for the proper functioning of the Equipment, commencing from the date of delivery.
5.12. This warranty obligation shall not apply to defects caused by the improper use, handling, or storage of the Equipment by the Buyer, the Contracting Authority, or any of their agents, or to consumables or components subject to normal wear and tear. Furthermore, the repair period referred to above shall apply only to Equipment for which the Seller provides direct service. For Equipment that is resold by the Seller but serviced by third parties or manufacturers, the terms and procedures established by the respective manufacturers or their authorized repair centers shall apply.
<b>6. MARKETING AND INTELLECTUAL PROPERTY RIGHTS</b>
6.1. The Buyer shall comply, and shall cause its employees, agents, resellers, representatives and other relevant third parties to comply, with any and all directions given by the Seller in relation to the design, packaging and manner in which the Seller's Equipment is distributed and promoted and the Buyer shall comply with the Seller's policies regarding the use and display of the Seller's name, trademarks and distinctive business marks.
6.2. The Buyer shall not, and shall cause its employees, agents, resellers, representatives and other relevant third parties not to, without written approval from the Seller, make or permit alteration of the Equipment or removal or modification of any tags, proprietary or copyright notices, labels, or other identifying marks placed by the Seller or its agents or contracting parties on the Equipment or associated literature.
6.3. The Buyer may not, and shall cause its employees, agents, resellers, representatives and other relevant third parties not to, create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the internal structure, the source code, hardware design or organization of any Equipment. Further, the Buyer may not, and shall cause its employees, agents, resellers, representatives and other relevant third parties not to, copy, modify, translate or create derivative works of software included in any Product, unless the Seller consents in writing.
6.4. The Buyer shall not be entitled to register web domains (e.g. webshops to facilitate sale of Equipment) in which e.g. the Seller's name, trademarks or distinctive business marks are included.
6.5. The Buyer shall inform the Seller of all acts of unfair competition and of all infringement of patents, trademarks or other proprietary rights of the Seller, which the Buyer becomes aware of. No legal proceedings shall be instituted by the Buyer against any third party in respect of any such actual or alleged infringement without the prior written consent of the Seller. The Buyer shall assist the Seller to the best of its abilities in the defense against such acts and infringements. Extraordinary expenses in this respect may be covered by the Seller according to agreement. The Seller decides at its sole discretion whether to take legal action in case of such infringements.
<b>7. LIABILITY</b>
7.1. The parties are contractually liable for (i) malicious acts, (ii) intentional non-execution of the obligations assumed by the Contract, (iii) culpable non-execution of the obligations assumed by the Contract or (iv) substantial violation of the obligations and conditions assumed by the Contract.

7.2. The parties will be liable for the said contractual conduct carried out by their representatives, servants or employees.

7.3. The Buyer shall charge the Seller contractual penalties in the following cases:

- 1) a delay in delivery within the deadline, which also includes failure to complete the delivery (i.e. failure to remedy quantitative or qualitative defects) within the deadline specified in the Agreement - in the amount equal to the number of undelivered Equipment multiplied by 2% of the gross value of the relevant order, for each commenced Day of delay,
- 2) for delay in providing the Buyer with information to be entered into the IT system - in the amount of PLN 300.00 for each commenced Day of delay,
- 3) for withdrawal from the order for reasons attributable to the Seller - in the amount of 20% of the total value (Price) of the relevant order,
- 4) for delay in undertaking or performing effective repair of the Equipment under warranty repair within the time limit specified in the Agreement - in the amount of 0.4% of the total value (Price) of the relevant order for each commenced Day of delay - separately for each piece of Equipment,
- 5) for each case of delay in replacing the Equipment with new Equipment - in the amount of 0.4% of the total value (Price) of the relevant order for each commenced Day of delay - separately for each piece of Equipment,
- 6) in the event of a breach of the Confidentiality Clause - in the amount of PLN 3,000.00 for each breach,
- 7) in the event of failure to comply with the Software License requirements specified in paragraph 1 - in the amount of PLN 500 for each commenced Day of non-compliance, the penalty shall be calculated separately for each unmet requirement,
- 8) in the event of failure to affix stickers with the logos referred to in § 1 to the Equipment - in the amount of PLN 1,000.00 for each instance of violation.

7.4. The Seller disclaims any responsibility for the Buyer's handling, distribution and sale of Equipment and other activities pursuant to this Agreement. The Buyer will hold the Seller harmless of any consequences of the Buyer's actions or omissions in this respect.

7.5. The total amount of contractual penalties payable by the Seller under Clause 7.3. shall not exceed thirty percent (30%) of the total gross value of the Agreement. The Parties agree that contractual penalties specified herein are exclusive financial remedies for the breaches they address. The Buyer may claim supplementary damages under applicable law only to the extent that the actual proven loss exceeds the amount of contractual penalties, provided that the Seller's overall liability under this Agreement shall in no event exceed one hundred percent (100%) of the total gross value of the Agreement.

7.6. The Seller shall never be liable for any indirect or consequential loss, including operational loss, time loss, loss of profit or other financial consequential losses.

7.7. The calculation of contractual penalties does not release the Seller from its obligations under the Agreement.

## 8. FORCE MAJEURE

8.1. None of the Parties will be responsible for the total or partial non-fulfillment or delayed fulfillment of the obligations assumed under this Agreement in the event that said non-fulfillment or delayed fulfillment was caused by a case of force majeure. In order for force majeure to discharge the Parties from liability according to the provisions of this Contract, the Party invoking it must notify the other Party within a maximum of 10 (ten) working days from its occurrence and request the Chamber of Commerce and Industry of the territory where it was recorded the negative effect of force majeure, or to any other competent authority issuing an official certificate confirming the event of force majeure.

8.2. Force majeure events shall include, but not be limited to, war, riot, import or export prohibition or other public restrictions, epidemics, pandemics, natural disasters, failing energy supply, breakdown of communication lines, seizure of funds, trade disputes, lockouts and strikes, or any similar extraordinary cause beyond the Party's reasonable control.

8.3. In such event, the Party's obligations shall be suspended until the time when the Party is again able to perform its obligations.
8.4. Where the force majeure event lasts for more than three months, the other Party shall be entitled to terminate the Agreement at written notice to expire at the end of a month, provided the cause of the force majeure still exists after expiry of the term of notice.
<b>9. COMMENCEMENT AND TERMINATION</b>
9.1. This Agreement shall enter into force on the date of the latest signature by the Parties and shall remain in effect until the completion of the award procedures for the Tenders to which this Agreement relates. The Agreement may be extended or amended by mutual written consent of the Parties, including for the purpose of covering subsequent orders resulting from awarded Tenders.
9.2. The Seller shall not have the right to terminate this Agreement until the Framework Agreement concluded between the Buyer and the Contracting Authority expires or is terminated. Following the expiry of this fixed term, the Seller may terminate the Agreement at its convenience by providing 30 (thirty) days' prior written notice to the Buyer. The Seller shall be liable for any damage caused to the Buyer in connection with the submission of such a statement, including in particular contractual penalties imposed on the Buyer non-performance or improper performance of its obligations under the agreement concluded with the Contracting Authority. The Seller shall also return to the Buyer any advance payments made to it for deliveries that have not been properly performed.
9.3. Notwithstanding clauses 9.1 and 9.2, each of the Parties may terminate this Agreement in writing with immediate effect: <ul style="list-style-type: none"> <li>(i) if the other Party is in material breach of its obligations under this Agreement and such breach has not been remedied within 10 working days from written notice;</li> </ul> and/or <ul style="list-style-type: none"> <li>(ii) if the other Party becomes insolvent, bankrupt or enters into dissolution or liquidation proceedings.</li> </ul>
9.4. Furthermore, the Seller shall be entitled to terminate the Agreement with immediate effect, if payment from the Buyer to the Seller is delayed.
9.5. If the Buyer sells all or substantially all of its assets or shall be the object of a share-sale, a merger or consolidation as a result of which shareholders owning the shares of the Buyer immediately before the transaction do not own a majority of the shares of the surviving entity in such share-sale, merger or consolidation immediately after such transaction (a " <b>Change-of-Control</b> "), then the Seller shall have the right to terminate this Agreement with immediate effect.
9.6. The Buyer shall be entitled to withdraw from the Agreement in the following cases: <ul style="list-style-type: none"> <li>1) the Seller is in default with the delivery for more than 8 days,</li> <li>2) the Seller, despite a prior request to the Buyer to perform the Agreement properly, continues to perform the Agreement improperly i.e. failing to affix the stickers on the Equipment in the manner specified in the Appendix to the Agreement, or performing deliveries that are inconsistent with the content of the orders placed by the Buyer or not fulfill term of the deliveries,</li> <li>3) the total amount of contractual penalties calculated for the Seller exceeds 30% of the total value (Price) of this Agreement,</li> <li>4) the Seller delivered less than 30% of the Equipment within the deadline for the execution of the executive order (delivery).</li> </ul>
9.7. The statement of withdrawal from the Agreement should be in writing or electronic form, otherwise it shall be null and void, and should include a justification.
<b>10. CONFIDENTIALITY</b>

<p>10.1. Any information received by a Party under or in relation to this Agreement shall be considered confidential for an unlimited period of time and may not be used in any other manner than is stipulated in this Agreement nor passed on to any third party, for whatever purpose, unless such information:</p>
<ul style="list-style-type: none"> <li>(i) by competent proof is or becomes generally available to the public and such availability is not due to any disclosure contrary to this Agreement;</li> <li>(ii) can be positively demonstrated to have been received by the other Party from a third party who is lawfully in possession of and at liberty to disclose the information;</li> <li>(iii) by the provisions of this Agreement is allowed and/or intended to be disclosed to third parties or required to be disclosed in order for the other Party to be in compliance with applicable legislation or other regulations to which it is subject, or to fulfil a specific court order or similar; or</li> <li>(iv) is disclosed to a Party's accountant, legal advisors, or others who are obligated by law or have accepted by agreement to observe a duty of confidentiality.</li> </ul>
<p>10.2. From and after the date hereof, the individual employees of the Parties and the individual employees of the Parties' affiliates who receive access to the Confidential Information in connection with the execution of the Agreement herein shall acknowledge and agree that they may be included in insider lists maintained pursuant to applicable securities laws and regulations, including, without limitation, Regulation (EU) No 596/2014 on market abuse ("<b>MAR</b>"), the Danish Capital Markets Act (<i>Kapitalmarkedsloven</i>), and the rules of NASDAQ Copenhagen A/S, and shall comply with all obligations arising thereunder, including restrictions on the use, disclosure, and trading of inside information, as required by such legislation and market rules.</p>
<p><b>11. ASSIGNMENT</b></p>
<p>11.1. The Buyer shall not be entitled to assign or transfer this Agreement or any of its rights or obligations under it, in whole or in part, without the Seller's prior written consent.</p>
<p>11.2. The Seller may at any time assign or transfer this Agreement or any of its or obligations under it, in whole or in part, to its affiliated companies without the Buyer's consent. The Seller may also assign or transfer its rights under this Agreement, including receivables, to third parties for the purposes of debt financing, factoring, or securing obligations, without requiring the Buyer's prior consent.</p>
<p><b>12. GDPR</b></p>
<p>12.1. The Seller is committed to be in full compliance with data protection rules - including the European General Data Protection Regulation (GDPR). The Seller is the data controller for the purpose of the applicable data protection rules. The Buyer agrees that the Seller may keep the personal data about relevant employees at the Buyer in its files and further process it in accordance with the Seller's Privacy Policy available at: <a href="https://shaperobotics.com/en/privacy-policy/">https://shaperobotics.com/en/privacy-policy/</a></p>
<p>12.2. The Buyer undertakes to be in full compliance with all applicable general data protection regulations and to handle all personal information received in accordance with such regulation.</p>
<p><b>13. MISCELLANEOUS</b></p>
<p>13.1. Severability</p>
<p>If one or more of the provisions of this Agreement are held to be contrary to the laws of Poland or the laws of any other competent jurisdiction, the Parties agree that the offending provision(s) shall be amended in such a way as may be necessary in order that they should not be contrary to such laws and in a manner which maintains the contents of such clauses as closely as possible to the contents thereof originally intended by the Parties.</p>

13.2. Amendment
This Agreement may only be amended in writing by a document signed by the authorized representatives of both Parties.
13.3. Waivers
A Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that or any other of its rights.
13.4. Notices
All notices and other communications between the Parties shall be sent by e-mail to the following recipients or to such other recipient(s) as may be notified by one Party to the other:
If to the Seller: <a href="mailto:marius@shaperobotics.com">marius@shaperobotics.com</a> , <a href="mailto:legal@shaperobotics.com">legal@shaperobotics.com</a> , <a href="mailto:finance@skriware.com">finance@skriware.com</a>
If to the Buyer:
13.5. Any notices, summons or communications that will be sent according to the present can be communicated through the postal service with confirmation of receipt, courier or e-mail, to the addresses mentioned in the identification of the Parties, or to any other correspondence address sent by one Party to another, for the purpose of this Agreement, the communications being considered to have been received (i) on the day mentioned in the confirmation of receipt, (ii) the day on which the communication sent by courier reaches the recipient or (iii) the day of sending the e-mail.
13.6. The performance of the obligations assumed under this Agreement shall not prevent or limit either Party from offering services or products to competitors of the other Party.
13.7. The Parties expressly acknowledge and agree to all terms and conditions set forth in the Agreement, including, but not limited to, the clauses regarding the inalienability clause, the termination of the Agreement and the penalty clause.
13.8. The Parties agree that all the provisions, terms and conditions set forth in this Agreement have been fully negotiated and agreed upon by the Parties prior to the Signing Date of this Agreement and are fully accepted by the Parties and represent the full, real and free will of the Parties.
13.9. The Buyer is and shall remain an independent contractor and not an employee, agent or franchisee of the Seller and this Agreement shall not be interpreted or construed as creating or evidencing any association, joint venture or Buyership among the Parties or as imposing any Buyership obligation or liability on any Party. Thus, the Buyer shall buy and sell the Products in its own name and at its own expense. The Buyer shall act as an independent trader towards both the Seller and customers.
<b>14. GOVERNING LAW, LANGUAGE AND DISPUTES</b>
14.1. This Agreement shall be governed by Polish law without reference to its choice of law rules.
14.2. All disputes arising under or in connection with this Agreement shall be exclusively submitted to arbitration for final resolution by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with its Rules of Arbitration (the "Rules"). The seat of arbitration shall be Warsaw, Poland, the language of arbitration shall be English, and the Arbitral Tribunal shall consist of three (3) arbitrators.
<b>15. Signatures</b>
15.1. This Agreement has been construed and signed in 2 (two) original copies, 1 (one) for each Party.

For and on behalf of the Seller:



---

**Mr. Mark-Robert Abraham**

*Chief Executive Officer*

Date: 2025-09-26

For and on behalf of the Buyer:

*Karolina Romańczuk*

---

**Ms. Karolina Romańczuk**

*President of the Board of Directors*

Date: 2025-09-26

Appendix 1 – Equipment Price

Appendix2

### Order Form

Dear Sirs/Madams,

In accordance with the Sale Purchase Framework Agreement dated [...], we hereby submit this order for equipment:

No.	Product Code (P/N)	Product Description	Units of Measure	Quantity	Price	Remarks
1.						

Delivery term:

[ ]

Place of delivery: [ ]

SHAPE: Agreed:  Proposed delivery:  .....

Contact persons for delivery/installation:

.....

**Bechtle direct Polska Sp. z o.o.,**  
Represented by 

RECEPTION:

The undersigned [-] have received order no. [ ]/[dd.mm.yy]. I have / do not have objections:

No.	Product Code (P/N)	Product Description	Units of Measure	Quantity	Price	Remarks
2.						

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
**IEAMB-5VAYC-Z74TR-SW9HT**

DOCUMENT COMPLETED BY ALL PARTIES ON  
**26 SEP 2025 12:10:24**  
UTC

## SIGNER

**MARK-ROBERT ABRAHAM**

EMAIL  
**MARK@SHAPEROBOTICS.COM**

SHARED VIA  
**LINK**

## TIMESTAMP

SENT  
**26 SEP 2025 10:16:04**

VIEWED  
**26 SEP 2025 10:16:56**

SIGNED  
**26 SEP 2025 10:36:33**

## SIGNATURE



IP ADDRESS  
**212.27.20.80**

LOCATION  
**COPENHAGEN, DENMARK**

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
**26 SEP 2025 10:16:56**

**KAROLINA ROMANCZUK**

EMAIL  
**KAROLINA.ROMANCZUK@BECHTLE.COM**

SHARED VIA  
**LINK**

SENT  
**26 SEP 2025 10:16:04**

VIEWED  
**26 SEP 2025 10:42:14**

SIGNED  
**26 SEP 2025 12:10:24**

*Karolina Romanczuk*

IP ADDRESS  
**155.190.35.7**

LOCATION  
**FRANKFURT AM MAIN, GERMANY**

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
**26 SEP 2025 10:42:14**



# ANNEX 5b / BILAG 5b

## **Bechtle Addendum No. 1**

*Bechtle Tillæg Nr. 1*

**Addendum no. 1 dated  
November 19<sup>th</sup>, 2025 to the  
Sale Purchase Framework  
Agreement dated September  
26<sup>th</sup>, 2025**

**1. SHAPE ROBOTICS A/S**, a joint stock company duly incorporated, organized and operating under the laws of Denmark, headquartered in Lyskær 3C, 4th, 2730 Herlev, Denmark, registered with the Danish Trade Registry under no. 38322656 and having tax code no. DK38322656, and its subsidiaries,

**1.1. SHAPE ROBOTICS ROMANIA S.R.L.**, a company established and operating pursuant to the laws of Romania, having its head office in Oraş Voluntari, Str. Tuberozelor no. 8A, House no. 13, Ilfov County, Romania, being registered at the Ilfov Trade Registry under no. J23/4162/2020 and having unique registration code no. RO37732242, and

**1.2. SHAPE ROBOTICS EAST S.R.L.**, a company established and operating pursuant to the laws of the Republic of Moldova, registered under no. 1023600032924, VAT Code 0509552, with headquarters in Republic of Moldova, mun. Chişinău, str. Calea Iesilor 6/A, and

**1.3. SHAPE ROBOTICS POLAND S.A.**, a company established and operating under the laws of Poland, having its head office at J.K. Ordona 3, 01-237 Warszawa, with TIN: PL5213687934, KRS: 0000933322, REGON: 360721812, and

**1.4. Sanako Oy**, a company established and operating under the laws of Finland, having its head office at Jousitie 2 C, 20760 Piispanristi, Finland, with business-ID number FI1729128-9

all together hereinafter referred to as "**Seller**", and collectively represented by Mark-Robert Abraham, in his capacity as *Chief Executive Officer*, and

**2. Bechtle direct Polska Sp. z o.o.**, with its registered office in Wrocław, at ul. Krakowska 29,50-424 Wrocław, entered into the Register of Entrepreneurs maintained by the District Court for Wrocław – Fabryczna, 6th Commercial Division of the National Court Register under KRS number: 0000347619, Tax Identification Number (NIP): PL8992687374, duly represented by Karolina Romańczuk, in their capacity as President of the Management Board, hereinafter referred to as the "**Buyer**",

collectively called "**Parties**", have decided to conclude this *Addendum no. 1 dated November 18<sup>th</sup>, 2025 to the Sale Purchase Framework Agreement dated September 26<sup>th</sup>, 2025* (the "**Addendum**"), in the following terms:

**Whereas,**

a) The Parties previously concluded the *Sale Purchase Framework Agreement dated September 26th, 2025* (the “**Framework Agreement**”);

b) The Parties wish to amend the terms of the Framework Agreement in writing, in accordance with Clause 13.2. of the Framework Agreement, in the sense of adding the provisions of Appendix 1 to the Framework Agreement, which was previously left blank pending further negotiations between the Parties, in accordance with Clause 13.2. of the Framework Agreement.

## **Article 1. Amendments to the Framework Agreement**

**1.1.** The provisions of Appendix 1 to the Framework Agreement shall be amended to state as follows:

### ***"Appendix 1 - Equipment price***

<b><i>Product</i></b>	<b><i>Manufacturer</i></b>	<b><i>Model</i></b>	<b><i>Price</i></b>
<i>3D printer</i>	<i>Shape Robotics RO</i>	<i>EDUprint</i>	<i>€ 568,52</i>
<i>3D pens set</i>	<i>Shape Robotics RO</i>	<i>EDUstick: Co-LAB</i>	<i>€ 609,08</i>
<i>Filament PLA</i>	<i>EDUstick</i>	<i>EDUstick PLA (high-speed)</i>	<i>€ 10,89</i>
<i>Filament PET-G</i>	<i>EDUstick</i>	<i>EDUstick PET-G (high-speed)</i>	<i>€ 10,57</i>
<i>Filament TPU</i>	<i>EDUstick</i>	<i>EDUstick TPU (high-speed)</i>	<i>€ 16,52</i>
<i>3D scanner (stand-alone)</i>	<i>Shape Robotics RO</i>	<i>EDUscan</i>	<i>€ 310,92</i>
<i>3D design software</i>	<i>Shape Robotics RO</i>	<i>EDUdesign 3D</i>	<i>€ 3,13</i>
<i>Microcontroller-based prototyping kit for electronics.</i>	<i>Shape Robotics RO</i>	<i>Shape STEM Controller</i>	<i>€ 165,35</i>
<i>Laser cutter</i>	<i>Shape Robotics RO</i>	<i>EDUlaser</i>	<i>€ 774,21</i>

<i>Air purrifier for laser cutter</i>	<i>Shape Robotics RO</i>	<i>EDUlaser Purifier</i>	<i>€ 439,90</i>
<i>Educational building-block modelling kit for mechanics.</i>	<i>Shape Robotics RO</i>	<i>Shape STEM Mechanical Kit</i>	<i>€ 343,40</i>
<i>Soldering stations</i>	<i>inTrade Global</i>	<i>Stacja lutownicza INTG.02.25</i>	<i>€ 51,67</i>
<i>Digital microscope with display, including a carrying case UNO.</i>	<i>Shape Robotics RO</i>	<i>EDUscope UNO</i>	<i>€ 211,28</i>
<i>Personal protective equipment – safety materials (set).</i>	<i>OEM</i>	<i>Zestaw środków ochrony indywidualnej: Z012</i>	<i>€ 31,64</i>
<i>Consumables (set 01PP).</i>	<i>OEM</i>	<i>Zestaw materiałów eksploatacyjnych: 01PP</i>	<i>€ 231,57</i>
<i>Programmable robotics kits for learning programming.</i>	<i>Shape Robotics RO</i>	<i>Fable Go Essentials</i>	<i>€ 208,55</i>
<i>Programmable controllers with sensor kits.</i>	<i>Shape Robotics RO</i>	<i>Shape Starter Kit Classroom Pack</i>	<i>€ 593,70</i>
<i>Multimeters.</i>	<i>inTrade Global</i>	<i>Multimetr INTG.03.25</i>	<i>€ 8,39</i>
<i>Precision tool kits.</i>	<i>OEM</i>	<i>Precyzyjny zestaw narzędziowy</i>	<i>€ 32,11</i>
<i>Consumables (set 02KP).</i>	<i>OEM</i>	<i>Zestaw materiałów eksploatacyjnych: 02KP</i>	<i>€ 199,24</i>
<i>Measuring devices with dedicated software and digital accessories.</i>	<i>Shape Robotics RO</i>	<i>Shape Science Kit</i>	<i>€ 538,61</i>
<i>Controllers with sensors: digital accessories (external sensors dedicated to measuring devices).</i>	<i>Shape Robotics RO</i>	<i>Shape Sensor Kit</i>	<i>€ 636,54</i>
<i>Digital microscope with display, including a carrying case DUO.</i>	<i>Shape Robotics RO</i>	<i>EDUscope DUO</i>	<i>€ 519,08</i>
<i>Virtual reality devices for science-related subjects.</i>	<i>Shape Robotics RO</i>	<i>Shape VR Classrom set A7H10</i>	<i>€ 3 495,58</i>

<i>Educational software with interactive elements and built-in applications for developing observation and experimentation skills.</i>	<i>Shape Robotics RO</i>	<i>Akademia Eksperymentu Shape Robotics</i>	<i>€ 17,35</i>
<i>Consumables (set 03PR).</i>	<i>OEM</i>	<i>Zestaw materiałów eksploatacyjnych: 03PR</i>	<i>€ 69,95</i>

## **Article 2. Miscellaneous provisions**

**2.1.** All the provisions of the Framework Agreement which have not been amended by the present Addendum or which are not in contradiction with the present Addendum remain in force and shall apply correspondently to the present *Addendum*.

**2.2.** The present Addendum shall be effective between the Parties as of November 19<sup>th</sup>, 2025.

This Addendum was concluded on **November 19<sup>th</sup>, 2025** by the authorized representatives of the Parties, in 2 (two) English language originals, 1 (one) for each Party.

### **THE SELLER**

**Shape Robotics A/S**

**and its subsidiaries**

Mr. Mark-Robert Abraham

*Chief Executive Officer*

### **THE BUYER**

**Bechtle direct Polska Sp. z o.o.**

Karolina Romańczuk

*President of the Management Board*

  
Robert Abraham (Nov 19, 2025 17:17:09 GMT+2)

  
Karolina Romanczuk (Dec 2, 2025 15:08:14 GMT+1)

# Addendum 1 to Sale Purchase Framework Agreement SR-Bechtle 18112025

Final Audit Report

2025-12-02

Created:	2025-11-19
By:	Victor Mateescu (victor.mateescu@shaperobotics.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAh3ZsBuJJEDGMXJoTusZI3zTJS70-eqk

## "Addendum 1 to Sale Purchase Framework Agreement SR-Bechtle 18112025" History

-  Document created by Victor Mateescu (victor.mateescu@shaperobotics.com)  
2025-11-19 - 3:14:11 PM GMT
-  Document emailed to Mark-Robert Abraham (mark@shaperobotics.com) for signature  
2025-11-19 - 3:14:15 PM GMT
-  Document emailed to Karolina Romanczuk (karolina.romanczuk@bechtle.com) for signature  
2025-11-19 - 3:14:15 PM GMT
-  Email viewed by Mark-Robert Abraham (mark@shaperobotics.com)  
2025-11-19 - 3:17:00 PM GMT
-  Document e-signed by Mark-Robert Abraham (mark@shaperobotics.com)  
Signature Date: 2025-11-19 - 3:17:09 PM GMT - Time Source: server
-  Email viewed by Karolina Romanczuk (karolina.romanczuk@bechtle.com)  
2025-12-02 - 1:45:37 PM GMT
-  Document e-signed by Karolina Romanczuk (karolina.romanczuk@bechtle.com)  
Signature Date: 2025-12-02 - 2:08:14 PM GMT - Time Source: server
-  Agreement completed.  
2025-12-02 - 2:08:14 PM GMT

# ANNEX 5c / BILAG 5c

## **Bechtle Addendum No. 2**

*Bechtle Tillæg Nr. 2*

Addendum no. 2 dated  
November 27<sup>th</sup>, 2025 to the  
Sale Purchase Framework  
Agreement dated  
September 26<sup>th</sup>, 2025

1. SHAPE ROBOTICS A/S, a joint stock company duly incorporated, organized and operating under the laws of Denmark, headquartered in Lyskær 3C, 4th, 2730 Herlev, Denmark, registered with the Danish Trade Registry under no. 38322656 and having tax code no. DK38322656,

and its subsidiaries,

1.1. SHAPE ROBOTICS ROMANIA S.R.L., a company established and operating pursuant to the laws of Romania, having its head office in Oraş Voluntari, Str. Tuberozelor no. 8A, House no. 13, Ilfov County, Romania, being registered at the Ilfov Trade Registry under no. J23/4162/2020 and having unique registration code no. RO37732242,

and

1.2. SHAPE ROBOTICS EAST S.R.L., a company established and operating pursuant to the laws of the Republic of Moldova, registered under no. 1023600032924, VAT Code 0509552, with headquarters in Republic of Moldova, mun. Chişinău, str. Calea Iesilor 6/A,

and

1.3. SHAPE ROBOTICS POLAND S.A., a company established and operating under the laws of Poland, having its head office at J.K. Ordona 3, 01-237 Warszawa, with TIN: PL5213687934, KRS: 0000933322, REGON: 360721812,

and

1.4. Sanako Oy, a company established and operating under the laws of Finland, having its head office at Jousitie 2 C, 20760 Piispanristi, Finland, with business-ID number FI1729128-9

all together hereinafter referred to as "Seller", and collectively represented by Mark-Robert Abraham, in his capacity as *Chief Executive Officer*, and

2. Bechtle direct Polska Sp. z o.o., with its registered office in Wrocław, at ul. Krakowska 29,50-424 Wrocław, entered into the Register of Entrepreneurs maintained by the District Court for Wrocław – Fabryczna, 6th Commercial Division of the National Court Register under KRS number: 0000347619, Tax Identification Number (NIP): PL8992687374, duly represented by Karolina Romańczuk, in their capacity as President of the Management Board, hereinafter referred to as the "Buyer",

collectively called "Parties", have decided to conclude this *Addendum no. 1 dated November 18<sup>th</sup>, 2025 to the Sale Purchase Framework Agreement dated September 26<sup>th</sup>, 2025* (the "Addendum"), in the following terms:

Whereas,

a) The Parties previously concluded the *Sale Purchase Framework Agreement dated September 26th, 2025* (the "Framework Agreement");

b) The Parties wish to amend the terms of the Framework Agreement in writing, in accordance with Clause 13.2. of the Framework Agreement, in the sense of inserting a pre-order/early delivery mechanism, as well as of inserting provisions regarding product returns.

#### Article 1. Amendments to the Framework Agreement

1.1. The Parties agree that the products subject to the Framework Agreement are purchased by the Buyer for the purpose of delivering specific public procurement projects. Should such project fail to materialize, be cancelled, or otherwise not proceed for reasons not attributable to the Buyer, including but not limited to decisions of contracting authorities, funding bodies, governmental agencies, or any other external or third-party cause beyond the Buyer's reasonable control, the following shall apply:

a) The Buyer shall be entitled to return to the Seller any Goods that remain unused and in their original condition;

b) Upon receipt of such Goods, the Seller shall refund to the Buyer the full purchase price paid for the returned Goods within 30 days, or, at the Buyer's discretion, issue a credit note of equal value to be applied to future orders;

c) All logistics, handling, and transportation costs related to the return of the Goods shall be borne by the Seller;

d) The Parties shall cooperate in good faith to ensure efficient execution of the return, including mutual coordination of packing, shipping, and verification procedures. The Parties agree that the above mechanism constitutes an agreed risk-sharing measure reflecting the dependency of the transaction on external factors not controlled by either Party.

#### 1.2. Early deliveries/Pre-order

1.2.1. In order to ensure Seller will be able to produce and deliver required in public procurement project related to Framework Agreement conditions Buyer can place a pre-order prior to conclusion any public procurement contract with the Buyer under the Tender.

1.2.2. The Parties agree that the Buyer shall have the right to place the order for the Equipment prior to conclusion any public procurement contract with the Buyer under the Tender. Should this Tender fail to materialize, be cancelled or otherwise Buyer will not be

awarded by the Contracting Authority to any reason, Buyer is entitled to cancel the pre-order without any issues and costs related.

1.2.3. In case of placing the pre-order, the Seller shall be obliged to manufacture and deliver the Equipment in accordance with the order placed by the Buyer, however the Buyer shall not be obliged to collect the Equipment and pay its price.

1.2.4. The Seller shall bear all costs of delivery and storage of the Equipment until Buyer is awarded by the Contracting Authority for the execution of the deliveries with clear delivery locations.

1.2.5. As follow Parties agree that delivery address and details of the Equipment mix and quantities will be delivered to the Seller only after awarding specific public procurement execution contract under the Tender.

1.2.6. The Seller shall bear unlimited liability for the Equipment, including for it loss, destruction or damage until it is collected by the Buyer.

1.2.7. The Parties agree that Buyer is not obligated to collect any Equipment and quantities stated in pre-order if not awarded, and final Equipment mix volume will be subject of awarded public procurement execution contract under the Tender.

1.2.8. The Parties agree pre-order remain confidential.

2.1. All the provisions of the Framework Agreement which have not been amended by the present *Addendum* or which are not in contradiction with the present *Addendum* remain in force and shall apply correspondently to the present *Addendum*.

2.2. The present Addendum shall be effective between the Parties as of November 18<sup>th</sup>, 2025.

This Addendum was concluded on November 27<sup>th</sup>, 2025 by the authorized representatives of the Parties, in 2 (two) English language originals, 1 (one) for each Party.

THE SELLER

Shape Robotics A/S  
and its subsidiaries

Mr. Mark-Robert Abraham  
*Chief Executive Officer*

THE BUYER

Bechtle direct Polska Sp. z o.o.

Karolina Romańczuk  
*President of the Management Board*

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# ANNEX 6a / BILAG 6a

**Company Announcement 35-25 — IRIS Capital**

*Selskabsmeddelelse 35-25 — IRIS Capital*

## ANNEX 7a / BILAG 7a

# Company Announcement No. 35-25

Selskabsmeddelelse nr. 35-25

Shape Robotics A/S — Nasdaq Copenhagen: SHAPE

ISIN DK0061273125 | CVR 38322656

Copenhagen, 19 December 2025

*This announcement contains inside information*

### Shape Robotics Enters into Discussions Regarding a Potential Equity Line Capital Facility with IRIS Capital Investment

Shape Robotics A/S ("Shape Robotics" or the "Company") announces that it is in advanced stages of discussion with IRIS Capital Investment, a Paris-based investment company, regarding a proposed 36-month equity line financing facility of up to 15,000,000 newly issued shares.

#### Main Terms Under Discussion

- **Facility size:** Up to 15,000,000 newly issued shares during the commitment period, renewable at the Company's option.
- **Commitment period:** 36 months from execution of definitive agreements.
- **Pricing:** 95% of the minimum daily VWAP over the five trading days preceding each drawdown.
- **Company control:** The Company retains full discretion over the timing, volume, and minimum price of each drawdown.
- **Settlement support:** The structure contemplates a stock borrow arrangement of up to 3,000,000 shares to facilitate settlement, with the possibility of direct issuance following relevant shareholder approvals.

#### Shareholder Approval Required

The Company notes that implementation of this facility requires shareholder approval for the necessary share capital increase. An Extraordinary General Meeting (EGM) has been scheduled for 22 January 2026 to seek the required authorizations.

#### Expected Next Steps

- Continue discussions with IRIS Capital Investment and proceed with due diligence and negotiation of definitive documentation.
- Convene an Extraordinary General Meeting on 22 January 2026 to seek shareholder approvals required for the full implementation of the contemplated financing facility.
- Prepare, upon receipt of approvals, the immediate launch of the process relating to the issuance of shares under the Company's existing and new authorizations.

There can be no assurance that definitive agreements will be entered into or that the contemplated financing facility will be implemented on the terms described above, or at all.

#### Statement from CEO Mark Abraham:

*"IRIS's interest in supporting Shape Robotics is an encouraging development for the Company. This structure gives Shape the right, not the obligation, to have up to 15,000,000 new shares subscribed over time at a controlled discount to VWAP, with full flexibility on when, how much and at what minimum price we draw. We can pause, restart, or cancel the facility at any time, and we can place blocks with long-term shareholders we choose. This facility, combined with the cost and efficiency measures we are implementing, gives Shape the flexibility to stabilize, invest and grow again."*

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**Additional information**

Mark-Robert Abraham, Chief Executive Officer

Email: [mark@shaperobotics.com](mailto:mark@shaperobotics.com)

CVR-nr. 38322656 | [www.shaperobotics.com](http://www.shaperobotics.com)

*Source: Nasdaq Copenhagen, Company Announcement No. 35-25, 19 December 2025*

# ANNEX 6b / BILAG 6b

**Company Announcement 03-26 — IRIS LOI**

*Selskabsmeddelelse 03-26 — IRIS LOI*

## ANNEX 7b / BILAG 7b

# Company Announcement No. 03-26

Selskabsmeddelelse nr. 03-26

Shape Robotics A/S — Nasdaq Copenhagen: SHAPE

ISIN DK0061273125 | CVR 38322656

Copenhagen, 12 March 2026

*This announcement contains inside information*

### Shape Robotics Signs Letter of Intent with IRIS SARL Regarding Proposed Equity Line Financing Facility — Creditor Settlement Negotiations Initiated

Shape Robotics A/S ("Shape Robotics" or the "Company") announces that it has entered into a Letter of Intent ("LOI") dated 11 March 2026 with IRIS SARL ("IRIS"), a French investment company based in Neuilly-sur-Seine, France, regarding a proposed equity line financing facility of up to 15,000,000 shares over a 36-month commitment period.

The LOI reflects IRIS's continued interest in supporting the Company's financing and potential future capital needs, subject to the negotiation and execution of definitive agreements, satisfactory due diligence, relevant corporate approvals, compliance with applicable law, and the resumption of trading in the Company's shares on Nasdaq Copenhagen.

#### Main Terms of the LOI

- **Facility size:** Up to 15,000,000 newly issued shares during the commitment period, renewable at the Company's option.
- **Commitment period:** 36 months from execution of definitive agreements.
- **Pricing:** 95% of the minimum daily VWAP over the five trading days preceding each drawdown.
- **Company control:** The Company is expected to retain discretion over the timing, volume, and minimum price of each drawdown.
- **Settlement support:** Stock borrow arrangement of up to 3,000,000 shares to facilitate settlement, with the possibility of direct issuance following relevant shareholder approvals.

The Company notes that the LOI is non-binding, except for certain customary provisions, including confidentiality, exclusivity, and governing law.

#### Initial Availability of Shares and Readiness to Proceed

The Company notes that it is prepared to immediately initiate the process for the issuance of approximately 1,000,000 shares under its existing authorisation, subject to the terms of such authorisation, applicable law, and the restoration of trading in the Company's shares on Nasdaq Copenhagen.

#### Resolution of Outstanding Creditor Claim

The Company further announces that it has entered into negotiations with the creditor whose petition originally gave rise to the bankruptcy decree issued against the Company. Under the terms being negotiated, this creditor would receive payment from proceeds generated under the IRIS equity facility upon the resumption of trading on Nasdaq Copenhagen.

The Company considers this to be a material development. The trading suspension was originally triggered by the issuance of a bankruptcy decree. That decree has since been annulled by the Danish High Court. The creditor whose petition initiated those proceedings has now agreed to negotiate a commercial resolution that would be funded from the proceeds of the contemplated equity facility.

**In the Company's assessment, the combination of the annulment of the bankruptcy decree and the initiation of settlement negotiations with the petitioning creditor means that the underlying circumstances which led to the trading suspension have been substantively resolved.**

## Status of Trading Suspension

The Company's shares have remained suspended from trading on Nasdaq Copenhagen since December 19, 2025. In the Company's assessment, the circumstances that originally justified the suspension of trading no longer apply. The Company therefore considers that the basis for maintaining the suspension has fallen away and that trading in the Company's shares should be restored.

## Expected Next Steps

- Continue discussions with IRIS and proceed with due diligence and negotiation of definitive documentation.
- Prepare, upon restoration of trading, the immediate launch of the process relating to the issuance of approximately 1,000,000 shares under the Company's existing authorisation.
- Convene an Extraordinary General Meeting, as soon as practicable, to seek shareholder approvals required for the full implementation of the contemplated financing facility.
- Continue engagement with Nasdaq Copenhagen and relevant authorities regarding the status of the trading suspension.

## Statement from CEO Mark Abraham:

*"IRIS's interest in supporting Shape Robotics is an encouraging development for the Company. The Letter of Intent provides a potential framework for access to capital, subject to the completion of due diligence, final documentation, the necessary approvals, and the resumption of trading. Equally significant is that the creditor whose petition led to the bankruptcy decree has now agreed to negotiate a settlement that would be funded from the proceeds of this very facility. The bankruptcy has been annulled. The creditor is prepared to settle. The investor is ready to proceed. The only remaining step is the resumption of trading. Our focus remains on restoring stability in the Company, protecting the interests of our approximately 5,000 retail shareholders, and pursuing the steps necessary to support the Company's operations and future development."*

---

## Additional information

Mark-Robert Abraham, Chief Executive Officer

Email: [mark@shaperobotics.com](mailto:mark@shaperobotics.com)

CVR-nr. 38322656 | [www.shaperobotics.com](http://www.shaperobotics.com)

Source: Nasdaq Copenhagen, Company Announcement No. 03-26, 12 March 2026. Full text available at: <https://news.cision.com/shape-robotics/...>

# ANNEX 7 / BILAG 7

## **Law L20 — Trustee Impartiality Rules**

*Lov L20 — Kurators Habilitet*

## ANNEX 8 / BILAG 8

# Lov L20 af 18. december 2025

Lov om ændring af konkursloven  
(Skærpede regler om udpegning af kurator og habilitet m.v.)

Folketinget 2025-26 | Justitsmin., j.nr. 2025-02030

Effective / Ikrafttrædelse: 1 January 2026

### KEY PROVISION — NEW § 108 a (TRUSTEE IMPARTIALITY)

**§ 108 a.** Skifteretten kan i forbindelse med afsigelse af konkursdekret eller efterfølgende udpege en ad hoc-kurator til at varetage en del af boets behandling i stedet for kurator, når der som følge af kurators interesse i sagens udfald eller af andre grunde er tvivl om kurators upartiskhed i det foreliggende spørgsmål.

*[Translation: The Bankruptcy Court may, in connection with the issuance of a bankruptcy decree or subsequently, appoint an ad hoc trustee to handle part of the estate's administration instead of the trustee, when there is doubt about the trustee's impartiality due to the trustee's interest in the outcome of the case or for other reasons.]*

### KEY PROVISION — NEW § 238, stk. 3 (ADVISOR BAR)

**§ 238, stk. 3.** Ingen må handle som kurator, skifterettens medhjælper, rekonstruktør, tillidsmand eller vurderingsmand, hvis denne senere end 1 år før fristdagen i ikke uvæsentligt omfang har ydet rådgivning til skyldneren eller i væsentligt omfang har ydet rådgivning til en nærtstående, der direkte eller indirekte ejer en væsentlig del af kapitalen i skyldneren.

*[Translation: No person may act as trustee, court assistant, reconstructor, trustee, or valuator if within 1 year before the petition date they have provided not insignificant advice to the debtor or significant advice to a close party that directly or indirectly owns a substantial part of the debtor's capital.]*

## FULL TEXT OF THE LAW / LOVENS FULDE TEKST

### § 1

I konkursloven, jf. lovbekendtgørelse nr. 1162 af 9. november 2024, foretages følgende ændringer:

1. I § 22, stk. 2, indsættes som 2. pkt.:

»Skifteretten kan dog undlade at indkalde til mødet, når det findes hensigtsmæssigt.«

2. § 107, stk. 1, affattes således:

»Straks efter at konkursdekret er afsagt, udpeger skifteretten en kurator efter reglerne i § 107 a. Skifteretten kan i forbindelse med afsigelse af konkursdekret eller efterfølgende udpege en eller flere yderligere kuratorer. Er der udpeget flere kuratorer, tegner disse boet hver for sig, medmindre skifteretten bestemmer andet.«

3. Efter § 107 indsættes:

»§ 107 a. Skifteretten udpeger som kurator den, der regnet efter beløb har størst tilslutning blandt de fordringshavere, der er repræsenteret på mødet, hvor konkursdekretet afsiges, og som efter skifterettens skøn har stemmeret ved en afstemning efter § 113.

Stk. 2. Er ingen fordringshavere, som skønnes at have stemmeret, repræsenteret på mødet, udpeger skifteretten en af sine faste kuratorer. Er konkursbegæringen indgivet af en fordringshaver, der ikke er omfattet af § 114 a, skal skifteretten på begæring af fordringshaveren som kurator dog udpege den, som fordringshaveren indstiller. Taler omstændighederne derfor, kan skifteretten uanset 1. og 2. pkt. på begæring som kurator udpege den, der skønnes at have den største tilslutning blandt de panthavere, der ikke er omfattet af § 114 a, og hvis interesser påvirkes af konkursen.

Stk. 3. Uanset stk. 2 udpeges likvidator som kurator, når skyldneren har været under tvangsopløsning og likvidator blev udnævnt efter selskabslovens § 227, stk. 3.

Stk. 4. Skifteretten kan i særlige tilfælde fravige stk. 1-3.

Stk. 5. Skifteretten skal udnævne et passende antal faste kuratorer.

Stk. 6. Justitsministeren kan fastsætte regler om skifteretternes udnævnelse af faste kuratorer efter stk. 5.«

4. I § 108, stk. 2, 1. pkt., indsættes efter »Skiftesamling til valg af kurator og kreditorudvalg skal indkaldes, hvis kurator eller en fordringshaver«: », der ikke er omfattet af § 114 a,«.

5. Efter § 108 indsættes:

»§ 108 a. Skifteretten kan i forbindelse med afsigelse af konkursdekret eller efterfølgende udpege en ad hoc-kurator til at varetage en del af boets behandling i stedet for kurator, når der som følge af kurators interesse i sagens udfald eller af andre grunde er tvivl om kurators upartiskhed i det foreliggende spørgsmål.«

6. § 113, stk. 4, ophæves.

7. Efter § 114 indsættes:

»§ 114 a. Ved afstemninger efter §§ 113 og 114 giver følgende ikke stemmeret:

- 1) Fordringer, der tilhører skyldnerens nærtstående.
- 2) Fordringer på vederlag til rekonstruktør, tillidsmand eller likvidator.
- 3) Fordringer, der tilhører skyldnerens ledelse eller ansatte, uanset om ansættelsesforholdet er ophørt.«

8. I § 197, stk. 2, nr. 6, indsættes efter »gældssanering«: », herunder ved før eller under gældssaneringssagen at undlade at bestride åbenbart grundløse fordringer,«.

9. I § 238, stk. 1, udgår »forretningskyndig medhjælp,« og »er en af skyldnerens nærtstående eller«.

10. I § 238 indsættes efter stk. 1 som nye stykker:

»Stk. 2. Stk. 1 finder endvidere anvendelse på personer, der er eller senere end 2 år før fristdagen har været skyldnerens nærtstående eller en del af skyldnerens eller dennes nærtståendes ledelse.

Stk. 3. Ingen må handle som kurator, skifterettens medhjælper, rekonstruktør, tillidsmand eller vurderingsmand, hvis denne senere end 1 år før fristdagen i ikke uvæsentligt omfang har ydet rådgivning til skyldneren eller i væsentligt omfang har ydet rådgivning til en nærtstående, der direkte eller indirekte ejer en væsentlig del af kapitalen i skyldneren.

Stk. 4. En person, der vil udpeges til eller beskikkes som kurator, skifterettens medhjælper, rekonstruktør eller tillidsmand, skal afgive en erklæring til skifteretten om, hvorvidt vedkommende senere end 1 år før fristdagen har ydet rådgivning til skyldneren eller til nogen, som vedkommende vidste eller burde vide var nærtstående til skyldneren, og i bekræftende fald kort skriftligt redegøre for arbejdets karakter og tidsmæssige omfang.«

Stk. 2-5 bliver herefter stk. 5-8.

11. I § 239, stk. 1, 1. pkt., indsættes efter »kurator,«: »herunder for dennes arbejde som likvidator i en eventuel forudgående tvangsopløsning, og til«.

12. I § 249, 1. pkt., indsættes efter »§ 21,«: »§ 107 a bortset fra afgørelser efter dennes stk. 4 om at fravige dennes stk. 1-3, § 108 a,«.

## § 2

Loven træder i kraft den 1. januar 2026.

## § 3

Loven gælder ikke for Færøerne og Grønland, men kan ved kongelig anordning sættes i kraft for Færøerne og Grønland med de ændringer, som henholdsvis de færøske og de grønlandske forhold tilsiger.

Folketinget, den 18. december 2025

Lars-Christian Brask / Erling Bonnesen

*Source: Folketingstidende, Lovforslag L20, Folketinget 2025-26. Full text: [folketingstidende.dk](https://www.folketingstidende.dk)*

# BILAG 8

## Annex 8

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Sale Purchase Framework Agreement — Shape Robotics A/S  
& Bechtle direct Polska, 26 September 2025 (EUR 32,000,000)

Rammeaftale — Shape Robotics A/S & Bechtle direct Polska, 26.  
september 2025 (EUR 32.000.000)

This Sale Purchase Framework Agreement (the "**Agreement**") has been entered into on the latest date of signature by and between

(1) **SHAPE ROBOTICS A/S.**, a joint stock company duly incorporated, organized and operating under the laws of Denmark, headquartered in Lyskær 3C, 4th, 2730 Herlev, Denmark, registered with the Danish Trade Registry under no. 38322656 and having tax code no. DK38322656,

and its subsidiaries,

**SHAPE ROBOTICS ROMANIA S.R.L.**, a company established and operating pursuant to the laws of Romania, having its head office in Oraş Voluntari, Str. Tuberozelor no. 8A, House no. 13, Ilfov County, Romania, being registered at the Ilfov Trade Registry under no. J23/4162/2020 and having unique registration code no. RO37732242,

and

**SHAPE ROBOTICS EAST S.R.L.**, a company established and operating pursuant to the laws of the Republic of Moldova, registered under no. 1023600032924, VAT Code 0509552, with headquarters in Republic of Moldova, mun. Chişinău, str. Calea Iesilor 6/A,

and

**SHAPE ROBOTICS POLAND S.A.**, a company established and operating under the laws of Poland, having its head office at J.K. Ordonia 3, 01-237 Warszawa, with TIN: PL5213687934, KRS: 0000933322, REGON: 360721812.

and

**Sanako Oy**, a company established and operating under the laws of Finland, having its head office at Jousitie 2 C, 20760 Piispanristi, Finland, with business-ID number FI1729128-9

all together hereinafter referred to as "**Seller**", and collectively represented by **Mr. Mark-Robert Abraham**, in his capacity as *Chief Executive Officer*, and

(2) **Bechtle direct Polska Sp. z o.o.**, with its registered office in Wrocław, at ul. Krakowska 29,50-424 Wrocław, entered into the Register of Entrepreneurs maintained by the District Court for Wrocław – Fabryczna, 6th Commercial Division of the National Court Register under KRS number: 0000347619, Tax Identification Number (NIP): PL8992687374, duly represented by Karolina Romańczuk, in their capacity as *President of the Management Board*

hereinafter referred to as "**Buyer**"

the Seller and the Buyer shall be individually referred to as a "**Party**" and collectively as the "**Parties**"

#### WHEREAS:

(A) Several public authorities in Poland (the "**Contracting Authority**"), are organizing public procurement procedures with the goal of equipping Polish public schools with STEM/AI Laboratories (the "**Tenders**"),

(B) The Seller is a company with experience in selling certain specialized equipment as described in Schedule 1 to this Agreement (the "**Equipment**"), while the Buyer is a company that intends to participate in the Tenders and supply the Equipment, should they be assigned the respective public procurement agreements.

(C) The Buyer, having regard to Seller's relevant experience and its range of available equipment, wishes to purchase equipment under the terms of this Agreement, Seller agreeing to sell such equipment;

THEREFORE, the Parties have agreed to conclude this Agreement under the following conditions:

#### 1. OBJECT OF THE AGREEMENT

1.1. Through this Agreement, the Seller will sell and the Buyer will buy the Equipment, in exchange for the price to be paid by the Buyer under the terms of this Agreement (the "**Equipment Price**"), based on the subsequent orders that will be placed by Buyer.

1.2. Equipment shall be brand new, unused, complete, manufactured no earlier than 6 months prior to the date of its order by the Buyer, marketed within the EU, technically sound, and free from any third-party rights. The term 'brand new' shall be understood to mean Equipment with Software installed, in its original packaging (the packaging must have a security feature confirming that there has been no interference (other than by the manufacturer and the Seller) with the contents of the packaging used by the manufacturer or the Seller. Post-lease/refurbished Equipment is not permitted.

Equipment shall be produced by a producer having:

- an ISO 14001 environmental management system certificate and
- an ISO 50001 energy management system certificate and
- an ISO 9001 quality management system certificate.

The Equipment shall have the required declarations and certificates as well as user manuals in Polish, available for 5 years from the date of signing the Final Acceptance Protocol by both parties, online on the manufacturer's or Seller's website or on the storage device of the delivered Equipment.

Along with the Equipment, the Seller is obliged to provide instructions describing the start-up and use of the Equipment, written in Polish.

1.3. The Seller shall be obliged to produce stickers with logos in accordance with the requirements specified in Appendix 1 to the Agreement and to affix them to the delivered Equipment. The Buyer agrees that unsealing and unpacking the Equipment for the purpose of affixing the stickers required under the present clause will not render the Equipment used.

1.4. The Seller shall deliver the Equipment with the Software installed, which shall be subject to the licence terms and conditions set by the relevant Software manufacturer. The licence for the Software shall be granted for an indefinite period and without time limit. The term 'Software' refers to the operating system installed on the Equipment and other software described in Appendix 1 to the Agreement.

1.5. The Seller declares and ensures that the Software, including its updates, within the meaning of the Act of 4 February 1994 on copyright and related rights, will not infringe the intellectual property rights of third parties, including copyrights, during its use by the Operating Authority and the End User of the Equipment for educational purposes.

1.6. The Seller declares and ensures that as part of the remuneration specified in the Agreement, NASK PIB, the Unit, the Governing Body and the End User of the Equipment shall obtain the right to use the Software and its updates on the basis of non-exclusive, extending to the entire territory of the Republic of Poland and unlimited in time, granted by the Software manufacturer or an entity authorised by it, the terms and conditions of which the Software manufacturer or an entity authorised by it has attached to the Software. The Seller undertakes to assume full responsibility for any claims that third parties may bring against NASK PIB, the Unit, the **Conducting Authorities** or the End Users of the Equipment in connection with the use of the Subject Matter of the Agreement

NASK PIB' refers to the Research and Academic Computer Network – National Research Institute

The term 'Unit' refers to the Ministry of Digital Affairs, the office serving the Minister of Digital Affairs.

The term 'Conducting Authority' refers to the body conducting the school/educational institution - the Final Recipient of Support.

The term 'End User of the Equipment' refers to students and teachers in schools and educational institutions.

1.7. The licence shall permit the use of the Software for educational purposes by the Conducting Authority and the End User of the Equipment.

Licences shall be granted on the standard terms and conditions of the Software manufacturer, unless the Agreement provides otherwise; in particular, these terms and conditions may not conflict with the provisions of the Agreement. In the event of any discrepancies between the terms and

<p>conditions of the Licences granted on the standard terms and conditions of the Software manufacturer and the provisions of the Agreement, the provisions of the Agreement shall prevail.</p>
<p>1.8. The Seller declares and ensures that it has obtained the consent of the Software manufacturer or an entity authorised by the manufacturer to use the Software and its updates on the terms specified in the Agreement and to the extent necessary for its implementation, including the transfer of documents containing the terms of the Licence.</p>
<p>1.9. The Seller declares and ensures that Licences for Software, including updates, shall not be terminated except in the event of a material breach of the terms of the Licence. In the event of termination of the Licence despite the absence of a material breach of the terms of the Licence, the Seller shall be liable for any damage resulting therefrom and, as part of the remuneration referred to in the Agreement, shall provide Licences corresponding to the terms and conditions contained in the Agreement</p>
<p>1.10 The Seller declares and ensures that granting of the licence does not infringe any rights, including copyrights, trademark rights and personal rights of third parties. If Buyer informs the Seller of any third-party claims in connection with the use of the Software, including allegations of infringement of intellectual property rights, the Seller shall be responsible for any claims brought by third parties against the Buyer arising directly from the use of the licences or materials supplied by the Seller under this Agreement. In the event of such a claim, the Seller shall, at its own cost and within a reasonable time, no longer than 7 working days (i) obtain for the Buyer or the Contracting Authority the right to continue using the affected Software or materials, or (ii) replace or modify them so that they become non-infringing while maintaining equivalent functionality and quality.</p>
<p>1.11 The Seller declares that the distribution of the Software in the delivered Equipment and the granting of licences to the Operating Authority and the End User of the Equipment does not conflict with the agreements of the Equipment manufacturer and the Software manufacturer. The Seller shall indemnify the Buyer, NASK, PIB, the Unit, the Operating Authorities or the End users of the Equipment against claims of third parties in respect of intellectual property infringement caused by the Equipment or Software delivered by the Seller under this Agreement, provided that the affected party promptly, not later than after 14 working days, notifies the Seller in writing of the claim and allows the Seller to participate in the defence or settlement of the matter. The Seller's liability under this clause is unlimited.</p>
<p><b>2. PRICE</b></p>
<p>2.1. The total estimated value of this Agreement shall be EUR 32,000,000.00. The final total value of the Agreement shall be determined based on the individual orders placed by the Buyer following the award of Tenders in which the Buyer participates and for which the Seller supplies the Equipment to the Buyer. The value shall be calculated cumulatively as and when such orders are confirmed, and shall reflect the actual quantities and specifications of the Equipment ordered pursuant to each awarded Tender.</p>
<p>2.2. The Parties agree on binding prices for the Equipment in the amounts indicated in Appendix 1 "Equipment Price". The binding prices indicated in Appendix 1 are valid for 12 months from the date of conclusion of the Agreement.</p>
<p><b>3. PLACING ORDERS, PAYMENT, DELIVERY AND GUARANTEES</b></p>
<p>3.1. The Buyer is not obliged to place orders, while the Seller is obliged to accept every order from the Buyer. The Equipment shall be delivered exclusively on the basis of individual orders placed using the Order Form attached to the Agreement as Appendix 2. Orders submitted by phone or e-mail shall not be considered valid.. Each Tender awarded to the Buyer shall constitute a separate order under this Agreement. The Seller shall issue an invoice corresponding to each order upon acceptance thereof. The Buyer shall place the corresponding order on the same day it is irrevocably declared the winning bidder in the relevant Tender.</p>
<p>3.2. The Buyer shall pay the full purchase price within fourteen (14) calendar days from the date of delivery of the Equipment. If any invoice remains unpaid after its due date, the Seller may, without prejudice to</p>

any other rights or remedies, suspend further deliveries until all outstanding amounts have been settled in full.
3.3. The Seller shall secure in full any advance payment under this Agreement by issuing an order-specific guarantee instrument, such as a bank guarantee, letter of credit, or any other form agreed by the Parties in writing prior to acceptance of the respective order.
3.4. Should the any of the Parties use financing mechanisms, the other Party shall be obliged to sign and deliver any necessary documents requested by the financing partner, including amendments to this Agreement, no later than the next day of the request for such documents.
3.5. If the Contracting Authority refuses acceptance of the Equipment due to a defect, delay, or non-conformity attributable to the Seller, the Seller shall bear all any contractual penalties imposed on the Buyer by the Contracting Authority.
3.6. All amounts under this Agreement are expressed, invoiced, and payable exclusively in EUR. Payments shall be made by bank transfer to the bank account indicated in each invoice.
3.7. For non-payment on time, the Buyer will owe penalties in the amount of 0.01% per day of delay.
3.8. The Buyer will include in the orders the equipment delivery calendar and the delivery location agreed to by the Buyer in the relevant public procurement agreement, expressly accepting that the delivery term is at least 10 working days, with the final delivery term to be communicated by the Seller upon acceptance of the order. The Parties may agree that the Seller will make partial deliveries prior to the agreed final delivery deadline, in which case the Buyer undertakes to accept such deliveries in accordance with the agreed terms.
3.9. The Buyer will place each order with sufficient time before the delivery date to ensure the planned delivery flows to its own customers, but no earlier than after each tender is awarded by the Contracting Authority and no later than 3 days after each Tender has been finally awarded.
3.10. The Buyer can place one or more firm orders on the date of signing the Agreement to reserve any products they deem necessary during the contractual period, regardless of whether or not they are in the stock communicated by the Seller, provided that the Seller retains these products or procures them in due time to be delivered to the Buyer according to the delivery plan. The reserved products will be compulsorily bought according to the reservation order.
3.11. Delivery of the Equipment will be done CIP Warsaw. The Buyer can ask for a shipping quote or choose to have the Seller handle the shipping, with the Buyer covering the shipping costs.
3.12. Immediately after delivery, but no later than within 3 working days, the Seller shall provide the Buyer with the data necessary to enter into the ICT system used by the Buyer in connection with the conclusion of the Framework Agreement with NASK PIB. The parties shall determine the scope of the data to be provided in electronic correspondence.
3.13. The Parties agree that the Equipment shall be invoiced and delivered by Sanako Oy.
<b>4. OBLIGATIONS OF THE BUYER</b>
4.1. The Buyer undertakes to pay the Equipment Price and take delivery of the Equipment under the Incoterms 2020, in particular according to CIP Warsaw regime(if this regime applies due to the method of transport of the order) . The Seller shall make the Equipment available for collection at the designated premises within a maximum of 50 (fifty) days from the date of acceptance of the corresponding order.  The Seller shall bear unlimited liability for the Equipment, including for its loss, destruction or damage, until it is collected by the Buyer.
4.2. The Buyer undertakes to provide qualified personnel to take over, install and handle the Equipment, as appropriate.

- 4.3. The Buyer will protect the reputation of the Seller and the Equipment and will refrain from any statements, conduct or messages that may disparage or damage the Seller and the Equipment
- 4.4. The Buyer shall notify the Seller immediately of any changes in ownership or control of the Buyer and of any changes in its organization or method of doing business which affect the performance of the Buyer's duties under this Agreement.
- 4.5. The Buyer shall inform its employees, agents, resellers, representatives and other relevant third parties of its obligations contained in this Agreement, and the Buyer shall be liable and responsible for any breach or violation of this Agreement by any such person or party.
- 4.6. If the Buyer refuses to take over or pay for any order without justified reason, the Seller may retain the products in storage, and all related transport and storage costs shall be borne by the Buyer. Risk shall pass to the Buyer upon refusal of delivery. The Seller may notify the Buyer that the products are available for collection, and such notice shall constitute constructive delivery for the purpose of transferring ownership, subject to the applicable provisions of Polish law.
- 4.7. The Buyer's obligation to purchase any Equipment under this Agreement is expressly subject to the Buyer being irrevocably awarded the relevant public procurement contract by the respective Contracting Authority. The Seller acknowledges that no binding order exists until such award is confirmed and the Buyer has issued a corresponding Order Form under Schedule 1, notwithstanding the provisions of Clause 3.7.
- 4.8. The Buyer undertakes to make all reasonable efforts to challenge or mitigate any penalties or adverse measures imposed by the Contracting Authority in connection with the performance of any the public procurement contracts awarded to the Buyer following participation in Tenders, including those arising from delays or defects attributable to the Seller. The Buyer shall inform the Seller promptly of any such measures and shall consult with the Seller in preparing any defense or remedy pursued before the Contracting Authority or relevant body.

**5. OBLIGATIONS OF THE SELLER**

- 5.1. The Equipment shall be covered by a quality guarantee for a period of either twelve (12) months or twenty-four (24) months, as specified in the Contracting Authority's requirements for each category of Equipment, counted from the date of signing the Final Acceptance Protocol by the Ordering Party. Signing the Quality Protocol without reservations shall be considered as the Final Acceptance Protocol.
- 5.2. The Seller is obliged to remove any defects identified during the operation of the Equipment, in accordance with the user manual, during the warranty period, or to deliver new Equipment free from defects, in accordance with the terms and conditions set out in the Agreement, in such a way as to restore its full functionality. The warranty covers all defects reducing the technical or functional value of the Equipment, revealed during the warranty period, as well as the failure of the Equipment to perform the functionalities declared by the Seller, excluding defects caused by improper use of the Equipment.
- The Equipment repairs will be carried out using new, dedicated, original, non-remanufactured and unused parts and components
- If any other technical support or assistance is required, the Seller shall loyally assist the Buyer with technical support or assistance as may be reasonably required in writing by the Buyer.
- 5.3. The Seller is obliged to provide warranty services on the following terms:
- 1) the warranty service will be provided by the producer or a service provider with legally acquired competences and legal access to the equipment producer's supplies and services necessary to provide services under the warranty and guarantee,
  - 2) notifications will be accepted by the Seller by e-mail at: [legal@shaperobotics.com](mailto:legal@shaperobotics.com) on working days between 8:00 a.m. and 4:00 p.m. In the case of notification by telephone, the Seller will confirm acceptance of the notification by e-mail on the same working day,

<ul style="list-style-type: none"> <li>3) the Seller shall commence repair work no later than on the next working day following the date of the warranty claim,</li> <li>4) the Seller shall effectively repair or replace the given piece of Equipment with a new one, within a maximum of 4 working days from the moment of receiving the notification,</li> <li>5) if the time needed to remove the defect exceeds 4 working days or if, at the time of reporting the defect, it is known that the repair will exceed 4 working days, the Seller shall immediately provide, for the duration of the repair, replacement Equipment with technical parameters not inferior to those of the original Equipment, together with controllers enabling the proper use of such Equipment,</li> <li>6) the repairs will be carried out in accordance with the requirements of ISO 9001 or equivalent,</li> </ul>
<p>5.3.1. If the repair of the Equipment takes longer than 4 working days, the warranty period shall be extended by the duration of the repair. If the repair of the Equipment takes longer than 14 Days or if the same Equipment is repaired more than 3 times, the Buyer shall have the right to request in writing a free replacement of the Equipment with a new one, identical or with no worse technical parameters, as part of the contractual remuneration. The warranty period shall be counted from the date of signing the Final Acceptance Protocol for the replaced Equipment. The replacement of the Equipment with new equipment shall take place within a maximum of 4 working days from the delivery of the written request referred to in the previous sentence.</p>
<p>5.3.2. The Equipment sent for repair outside the School's premises or returned to the Seller for replacement, if technically possible, will have its data storage devices, e.g. disks, memory cards, removed by the warranty service at the School's premises, and in the case of built-in memory, all data will be deleted by the School. A similar procedure will be applied in the case of replacement the Equipment.</p>
<p>5.3.3. The warranty period shall be automatically extended by the time required for repair (if the repair time exceeds 5 working days) or replacement of the Equipment with new Equipment. The warranty period for the replaced Equipment shall recommence.</p>
<p>5.4. The warranty shall not limit the rights to:</p> <ul style="list-style-type: none"> <li>1) dispose of the Equipment; in the event of a formal transfer of the Equipment, the warranty shall be transferred to the new owner,</li> <li>2) performance of warranty inspections at the Seller's expense by a substitute contractor in the event of failure by the Seller to perform such an inspection (if the inspection is required by the Equipment manufacturer).</li> </ul>
<p>5.4.1. The Parties agree that the warranty shall apply, regardless of the rights arising from the guarantee, under the terms and conditions set out in the Civil Code. The warranty period shall be a minimum of 24 months, counted from the date of signing the Final Acceptance Protocol by the Contracting Authority.</p>
<p>5.5. The Seller agrees to comply with all applicable obligations imposed under the relevant public procurement contract to the extent such obligations are required to be flowed down to subcontractors or suppliers. These may include, but are not limited to, delivery deadlines, conformity assessments, warranty obligations, and origin of goods requirements.</p>
<p>5.6. The Seller warrants that the Equipment complies with all technical specifications, certifications, and applicable conformity requirements as may be set out in the relevant Tender documentation or procurement contract.</p>
<p>5.7. The Seller agrees to provide reasonable cooperation and access to documentation in the event that the Contracting Authority or competent oversight body exercises any audit, inspection, or verification rights under the relevant public procurement agreement.</p>
<p>5.8. The Seller will ensure a sufficient stock of Equipment, with the following exceptions:</p> <ul style="list-style-type: none"> <li>(i) The Seller assumes no liability for delays caused by products from third parties, their obligation being one of means and not of result.</li> <li>(ii) The Seller is not responsible in the event that certain Equipment is no longer available or is declared end of life/end of support, but it shall make efforts to acquire and re-sell products in accordance with the applicable legal norms.</li> <li>(iii) The Seller is not responsible for delivery delays caused by carriers, nor for any damage caused by them.</li> </ul>

5.9. The Seller undertakes to transfer ownership of the Equipment to the Buyer following payment of the Equipment Price.
5.10. The Seller undertakes to send the Buyer, upon delivery, the necessary documentation for the use of the Equipment: manual and instructions for use, warranty certificate, certificate of conformity with its translation to Polish.
5.11. The Seller undertakes to grant the Buyer warranty terms for the Equipment that are no less favorable than those required under the specific public procurement agreement pursuant to which the corresponding order is placed. Unless otherwise provided in the applicable tender documentation, the Seller shall provide a minimum warranty of 12 (twelve) months for the proper functioning of the Equipment, commencing from the date of delivery.
5.12. This warranty obligation shall not apply to defects caused by the improper use, handling, or storage of the Equipment by the Buyer, the Contracting Authority, or any of their agents, or to consumables or components subject to normal wear and tear. Furthermore, the repair period referred to above shall apply only to Equipment for which the Seller provides direct service. For Equipment that is resold by the Seller but serviced by third parties or manufacturers, the terms and procedures established by the respective manufacturers or their authorized repair centers shall apply.
<b>6. MARKETING AND INTELLECTUAL PROPERTY RIGHTS</b>
6.1. The Buyer shall comply, and shall cause its employees, agents, resellers, representatives and other relevant third parties to comply, with any and all directions given by the Seller in relation to the design, packaging and manner in which the Seller's Equipment is distributed and promoted and the Buyer shall comply with the Seller's policies regarding the use and display of the Seller's name, trademarks and distinctive business marks.
6.2. The Buyer shall not, and shall cause its employees, agents, resellers, representatives and other relevant third parties not to, without written approval from the Seller, make or permit alteration of the Equipment or removal or modification of any tags, proprietary or copyright notices, labels, or other identifying marks placed by the Seller or its agents or contracting parties on the Equipment or associated literature.
6.3. The Buyer may not, and shall cause its employees, agents, resellers, representatives and other relevant third parties not to, create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the internal structure, the source code, hardware design or organization of any Equipment. Further, the Buyer may not, and shall cause its employees, agents, resellers, representatives and other relevant third parties not to, copy, modify, translate or create derivative works of software included in any Product, unless the Seller consents in writing.
6.4. The Buyer shall not be entitled to register web domains (e.g. webshops to facilitate sale of Equipment) in which e.g. the Seller's name, trademarks or distinctive business marks are included.
6.5. The Buyer shall inform the Seller of all acts of unfair competition and of all infringement of patents, trademarks or other proprietary rights of the Seller, which the Buyer becomes aware of. No legal proceedings shall be instituted by the Buyer against any third party in respect of any such actual or alleged infringement without the prior written consent of the Seller. The Buyer shall assist the Seller to the best of its abilities in the defense against such acts and infringements. Extraordinary expenses in this respect may be covered by the Seller according to agreement. The Seller decides at its sole discretion whether to take legal action in case of such infringements.
<b>7. LIABILITY</b>
7.1. The parties are contractually liable for (i) malicious acts, (ii) intentional non-execution of the obligations assumed by the Contract, (iii) culpable non-execution of the obligations assumed by the Contract or (iv) substantial violation of the obligations and conditions assumed by the Contract.

7.2. The parties will be liable for the said contractual conduct carried out by their representatives, servants or employees.

7.3. The Buyer shall charge the Seller contractual penalties in the following cases:

- 1) a delay in delivery within the deadline, which also includes failure to complete the delivery (i.e. failure to remedy quantitative or qualitative defects) within the deadline specified in the Agreement - in the amount equal to the number of undelivered Equipment multiplied by 2% of the gross value of the relevant order, for each commenced Day of delay,
- 2) for delay in providing the Buyer with information to be entered into the IT system - in the amount of PLN 300.00 for each commenced Day of delay,
- 3) for withdrawal from the order for reasons attributable to the Seller - in the amount of 20% of the total value (Price) of the relevant order,
- 4) for delay in undertaking or performing effective repair of the Equipment under warranty repair within the time limit specified in the Agreement - in the amount of 0.4% of the total value (Price) of the relevant order for each commenced Day of delay - separately for each piece of Equipment,
- 5) for each case of delay in replacing the Equipment with new Equipment - in the amount of 0.4% of the total value (Price) of the relevant order for each commenced Day of delay - separately for each piece of Equipment,
- 6) in the event of a breach of the Confidentiality Clause - in the amount of PLN 3,000.00 for each breach,
- 7) in the event of failure to comply with the Software License requirements specified in paragraph 1 - in the amount of PLN 500 for each commenced Day of non-compliance, the penalty shall be calculated separately for each unmet requirement,
- 8) in the event of failure to affix stickers with the logos referred to in § 1 to the Equipment - in the amount of PLN 1,000.00 for each instance of violation.

7.4. The Seller disclaims any responsibility for the Buyer's handling, distribution and sale of Equipment and other activities pursuant to this Agreement. The Buyer will hold the Seller harmless of any consequences of the Buyer's actions or omissions in this respect.

7.5. The total amount of contractual penalties payable by the Seller under Clause 7.3. shall not exceed thirty percent (30%) of the total gross value of the Agreement. The Parties agree that contractual penalties specified herein are exclusive financial remedies for the breaches they address. The Buyer may claim supplementary damages under applicable law only to the extent that the actual proven loss exceeds the amount of contractual penalties, provided that the Seller's overall liability under this Agreement shall in no event exceed one hundred percent (100%) of the total gross value of the Agreement.

7.6. The Seller shall never be liable for any indirect or consequential loss, including operational loss, time loss, loss of profit or other financial consequential losses.

7.7. The calculation of contractual penalties does not release the Seller from its obligations under the Agreement.

## 8. FORCE MAJEURE

8.1. None of the Parties will be responsible for the total or partial non-fulfillment or delayed fulfillment of the obligations assumed under this Agreement in the event that said non-fulfillment or delayed fulfillment was caused by a case of force majeure. In order for force majeure to discharge the Parties from liability according to the provisions of this Contract, the Party invoking it must notify the other Party within a maximum of 10 (ten) working days from its occurrence and request the Chamber of Commerce and Industry of the territory where it was recorded the negative effect of force majeure, or to any other competent authority issuing an official certificate confirming the event of force majeure.

8.2. Force majeure events shall include, but not be limited to, war, riot, import or export prohibition or other public restrictions, epidemics, pandemics, natural disasters, failing energy supply, breakdown of communication lines, seizure of funds, trade disputes, lockouts and strikes, or any similar extraordinary cause beyond the Party's reasonable control.

8.3. In such event, the Party's obligations shall be suspended until the time when the Party is again able to perform its obligations.
8.4. Where the force majeure event lasts for more than three months, the other Party shall be entitled to terminate the Agreement at written notice to expire at the end of a month, provided the cause of the force majeure still exists after expiry of the term of notice.
<b>9. COMMENCEMENT AND TERMINATION</b>
9.1. This Agreement shall enter into force on the date of the latest signature by the Parties and shall remain in effect until the completion of the award procedures for the Tenders to which this Agreement relates. The Agreement may be extended or amended by mutual written consent of the Parties, including for the purpose of covering subsequent orders resulting from awarded Tenders.
9.2. The Seller shall not have the right to terminate this Agreement until the Framework Agreement concluded between the Buyer and the Contracting Authority expires or is terminated. Following the expiry of this fixed term, the Seller may terminate the Agreement at its convenience by providing 30 (thirty) days' prior written notice to the Buyer. The Seller shall be liable for any damage caused to the Buyer in connection with the submission of such a statement, including in particular contractual penalties imposed on the Buyer non-performance or improper performance of its obligations under the agreement concluded with the Contracting Authority. The Seller shall also return to the Buyer any advance payments made to it for deliveries that have not been properly performed.
9.3. Notwithstanding clauses 9.1 and 9.2, each of the Parties may terminate this Agreement in writing with immediate effect: <ul style="list-style-type: none"> <li>(i) if the other Party is in material breach of its obligations under this Agreement and such breach has not been remedied within 10 working days from written notice;</li> </ul> and/or <ul style="list-style-type: none"> <li>(ii) if the other Party becomes insolvent, bankrupt or enters into dissolution or liquidation proceedings.</li> </ul>
9.4. Furthermore, the Seller shall be entitled to terminate the Agreement with immediate effect, if payment from the Buyer to the Seller is delayed.
9.5. If the Buyer sells all or substantially all of its assets or shall be the object of a share-sale, a merger or consolidation as a result of which shareholders owning the shares of the Buyer immediately before the transaction do not own a majority of the shares of the surviving entity in such share-sale, merger or consolidation immediately after such transaction (a " <b>Change-of-Control</b> "), then the Seller shall have the right to terminate this Agreement with immediate effect.
9.6. The Buyer shall be entitled to withdraw from the Agreement in the following cases: <ul style="list-style-type: none"> <li>1) the Seller is in default with the delivery for more than 8 days,</li> <li>2) the Seller, despite a prior request to the Buyer to perform the Agreement properly, continues to perform the Agreement improperly i.e. failing to affix the stickers on the Equipment in the manner specified in the Appendix to the Agreement, or performing deliveries that are inconsistent with the content of the orders placed by the Buyer or not fulfill term of the deliveries,</li> <li>3) the total amount of contractual penalties calculated for the Seller exceeds 30% of the total value (Price) of this Agreement,</li> <li>4) the Seller delivered less than 30% of the Equipment within the deadline for the execution of the executive order (delivery).</li> </ul>
9.7. The statement of withdrawal from the Agreement should be in writing or electronic form, otherwise it shall be null and void, and should include a justification.
<b>10. CONFIDENTIALITY</b>

<p>10.1. Any information received by a Party under or in relation to this Agreement shall be considered confidential for an unlimited period of time and may not be used in any other manner than is stipulated in this Agreement nor passed on to any third party, for whatever purpose, unless such information:</p>
<ul style="list-style-type: none"> <li>(i) by competent proof is or becomes generally available to the public and such availability is not due to any disclosure contrary to this Agreement;</li> <li>(ii) can be positively demonstrated to have been received by the other Party from a third party who is lawfully in possession of and at liberty to disclose the information;</li> <li>(iii) by the provisions of this Agreement is allowed and/or intended to be disclosed to third parties or required to be disclosed in order for the other Party to be in compliance with applicable legislation or other regulations to which it is subject, or to fulfil a specific court order or similar; or</li> <li>(iv) is disclosed to a Party's accountant, legal advisors, or others who are obligated by law or have accepted by agreement to observe a duty of confidentiality.</li> </ul>
<p>10.2. From and after the date hereof, the individual employees of the Parties and the individual employees of the Parties' affiliates who receive access to the Confidential Information in connection with the execution of the Agreement herein shall acknowledge and agree that they may be included in insider lists maintained pursuant to applicable securities laws and regulations, including, without limitation, Regulation (EU) No 596/2014 on market abuse ("<b>MAR</b>"), the Danish Capital Markets Act (<i>Kapitalmarkedsloven</i>), and the rules of NASDAQ Copenhagen A/S, and shall comply with all obligations arising thereunder, including restrictions on the use, disclosure, and trading of inside information, as required by such legislation and market rules.</p>
<p><b>11. ASSIGNMENT</b></p>
<p>11.1. The Buyer shall not be entitled to assign or transfer this Agreement or any of its rights or obligations under it, in whole or in part, without the Seller's prior written consent.</p>
<p>11.2. The Seller may at any time assign or transfer this Agreement or any of its or obligations under it, in whole or in part, to its affiliated companies without the Buyer's consent. The Seller may also assign or transfer its rights under this Agreement, including receivables, to third parties for the purposes of debt financing, factoring, or securing obligations, without requiring the Buyer's prior consent.</p>
<p><b>12. GDPR</b></p>
<p>12.1. The Seller is committed to be in full compliance with data protection rules - including the European General Data Protection Regulation (GDPR). The Seller is the data controller for the purpose of the applicable data protection rules. The Buyer agrees that the Seller may keep the personal data about relevant employees at the Buyer in its files and further process it in accordance with the Seller's Privacy Policy available at: <a href="https://shaperobotics.com/en/privacy-policy/">https://shaperobotics.com/en/privacy-policy/</a></p>
<p>12.2. The Buyer undertakes to be in full compliance with all applicable general data protection regulations and to handle all personal information received in accordance with such regulation.</p>
<p><b>13. MISCELLANEOUS</b></p>
<p>13.1. Severability</p>
<p>If one or more of the provisions of this Agreement are held to be contrary to the laws of Poland or the laws of any other competent jurisdiction, the Parties agree that the offending provision(s) shall be amended in such a way as may be necessary in order that they should not be contrary to such laws and in a manner which maintains the contents of such clauses as closely as possible to the contents thereof originally intended by the Parties.</p>

13.2. Amendment
This Agreement may only be amended in writing by a document signed by the authorized representatives of both Parties.
13.3. Waivers
A Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that or any other of its rights.
13.4. Notices
All notices and other communications between the Parties shall be sent by e-mail to the following recipients or to such other recipient(s) as may be notified by one Party to the other:
If to the Seller: <a href="mailto:marius@shaperobotics.com">marius@shaperobotics.com</a> , <a href="mailto:legal@shaperobotics.com">legal@shaperobotics.com</a> , <a href="mailto:finance@skriware.com">finance@skriware.com</a>
If to the Buyer:
13.5. Any notices, summons or communications that will be sent according to the present can be communicated through the postal service with confirmation of receipt, courier or e-mail, to the addresses mentioned in the identification of the Parties, or to any other correspondence address sent by one Party to another, for the purpose of this Agreement, the communications being considered to have been received (i) on the day mentioned in the confirmation of receipt, (ii) the day on which the communication sent by courier reaches the recipient or (iii) the day of sending the e-mail.
13.6. The performance of the obligations assumed under this Agreement shall not prevent or limit either Party from offering services or products to competitors of the other Party.
13.7. The Parties expressly acknowledge and agree to all terms and conditions set forth in the Agreement, including, but not limited to, the clauses regarding the inalienability clause, the termination of the Agreement and the penalty clause.
13.8. The Parties agree that all the provisions, terms and conditions set forth in this Agreement have been fully negotiated and agreed upon by the Parties prior to the Signing Date of this Agreement and are fully accepted by the Parties and represent the full, real and free will of the Parties.
13.9. The Buyer is and shall remain an independent contractor and not an employee, agent or franchisee of the Seller and this Agreement shall not be interpreted or construed as creating or evidencing any association, joint venture or Buyership among the Parties or as imposing any Buyership obligation or liability on any Party. Thus, the Buyer shall buy and sell the Products in its own name and at its own expense. The Buyer shall act as an independent trader towards both the Seller and customers.
<b>14. GOVERNING LAW, LANGUAGE AND DISPUTES</b>
14.1. This Agreement shall be governed by Polish law without reference to its choice of law rules.
14.2. All disputes arising under or in connection with this Agreement shall be exclusively submitted to arbitration for final resolution by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with its Rules of Arbitration (the "Rules"). The seat of arbitration shall be Warsaw, Poland, the language of arbitration shall be English, and the Arbitral Tribunal shall consist of three (3) arbitrators.
<b>15. Signatures</b>
15.1. This Agreement has been construed and signed in 2 (two) original copies, 1 (one) for each Party.

For and on behalf of the Seller:



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**Mr. Mark-Robert Abraham**

*Chief Executive Officer*

Date: 2025-09-26

For and on behalf of the Buyer:

*Karolina Romańczuk*

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**Ms. Karolina Romańczuk**

*President of the Board of Directors*

Date: 2025-09-26

Appendix 1 – Equipment Price

Appendix2

### Order Form

Dear Sirs/Madams,

In accordance with the Sale Purchase Framework Agreement dated [...], we hereby submit this order for equipment:

No.	Product Code (P/N)	Product Description	Units of Measure	Quantity	Price	Remarks
1.						

Delivery term:

[ ]

Place of delivery: [ ]

SHAPE: Agreed:  Proposed delivery:  .....

Contact persons for delivery/installation:

.....

**Bechtle direct Polska Sp. z o.o.,**  
Represented by 

RECEPTION:

The undersigned [-] have received order no. [ ]/[dd.mm.yy]. I have / do not have objections:

No.	Product Code (P/N)	Product Description	Units of Measure	Quantity	Price	Remarks
2.						

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
**IEAMB-5VAYC-Z74TR-SW9HT**

DOCUMENT COMPLETED BY ALL PARTIES ON  
**26 SEP 2025 12:10:24**  
UTC

## SIGNER

**MARK-ROBERT ABRAHAM**

EMAIL  
**MARK@SHAPEROBOTICS.COM**

SHARED VIA  
**LINK**

## TIMESTAMP

SENT  
**26 SEP 2025 10:16:04**

VIEWED  
**26 SEP 2025 10:16:56**

SIGNED  
**26 SEP 2025 10:36:33**

## SIGNATURE



IP ADDRESS  
**212.27.20.80**

LOCATION  
**COPENHAGEN, DENMARK**

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
**26 SEP 2025 10:16:56**

**KAROLINA ROMANCZUK**

EMAIL  
**KAROLINA.ROMANCZUK@BECHTLE.COM**

SHARED VIA  
**LINK**

SENT  
**26 SEP 2025 10:16:04**

VIEWED  
**26 SEP 2025 10:42:14**

SIGNED  
**26 SEP 2025 12:10:24**

*Karolina Romanczuk*

IP ADDRESS  
**155.190.35.7**

LOCATION  
**FRANKFURT AM MAIN, GERMANY**

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
**26 SEP 2025 10:42:14**



# BILAG 9

## Annex 9

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Company Announcement 03-26 of 12 March 2026 — IRIS  
SARL Letter of Intent for Equity Line Facility (up to  
15,000,000 shares)

Selskabsmeddelelse 03-26 af 12. marts 2026 — IRIS SARL  
hensigtserklæring om aktielinjefacilitet

# SHAPE ROBOTICS A/S

## COMPANY ANNOUNCEMENT

Nasdaq First North Growth Market Denmark  
Copenhagen, March 13, 2026

### Forensic Evidence: The Shape Robotics Bankruptcy Was Pre-Planned

*DocuSign Metadata Proves Trustee Was Designated Five Weeks Before Court Appointment*

Shape Robotics A/S ("*Shape Robotics*" or the "*Company*") hereby discloses forensic evidence demonstrating that its 59-day unlawful bankruptcy — unanimously annulled by Østre Landsret on March 5, 2026 — was not a neutral judicial process, but a pre-planned takeover executed through Denmark's insolvency system.

## I. THE SMOKING GUN: DOCUSIGN CERTIFICATE OF COMPLETION

The Afviklingsaftale (settlement agreement) between Shape Robotics, Danske Bank, and EIFO was distributed via DocuSign on November 28, 2025. The Company has extracted the full Certificate of Completion embedded in the PDF (DocuSign Envelope ID: **1BFCABD2-4DFF-45D8-BAA3-853A918A548E**).

**Envelope Originator:** Albert Mungo Madsen (almm@kromannreumert.com), Assistant Associate at Kromann Reumert. Mr. Madsen joined Kromann Reumert's restructuring team in February 2023 and received his Master of Laws from the University of Copenhagen in January 2024. He is the most junior lawyer on the team.

### Critical Finding — The "Carbon Copy" Entry:

Field	Value
Name	Teis Gullitz-Wormslev
Email	two@kromannreumert.com
<b>Role</b>	<b>Kurator</b>
Affiliation	Kromann Reumert
Sent	28 November 2025, 10:26
Viewed	28 November 2025, 10:32

**"Kurator" is the Danish legal term for bankruptcy trustee.** It is defined in the Danish Bankruptcy Act (Konkursloven) and refers exclusively to the court-appointed administrator of a bankruptcy estate. It is not a general title, not a synonym for "Partner," and not a designation Teis Gullitz-Wormslev uses in any other professional context. His official title at Kromann Reumert is "Partner."

### The Timeline:

- November 25, 2025:** Kromann Reumert files a bankruptcy petition against Shape Robotics on behalf of Danske Bank and EIFO

- **November 28, 2025:** Kromann Reumert’s junior associate designates Teis Gullitz-Wormslev as “Kurator” in the settlement agreement’s DocuSign metadata
- **December 2, 2025:** Shape Robotics signs the Afviklingsaftale and pays DKK 3,725,000 as the first installment
- **January 6, 2026:** The Copenhagen Maritime and Commercial Court appoints Teis Gullitz-Wormslev as trustee (kurator) — 39 days after he was already designated as “Kurator” in Kromann Reumert’s own document system

A junior associate at Denmark’s largest law firm typed “Kurator” — not “Partner,” not “Advokat,” not “CC” — next to Teis Gullitz-Wormslev’s name on November 28, 2025, because that is what everyone at Kromann Reumert already knew he would become. The plan was so normalized that the most junior person in the room executed it without a second thought.

**Envelope Status: “Delivered” — Not “Completed.”** Mark-Robert Abraham, the Company’s CEO, never signed this DocuSign envelope. He viewed it on March 13, 2026 and passed identity verification (Romanian State ID), but did not sign. The version used in court to support the bankruptcy was a separately executed PDF with a qualified electronic signature. The unsigned DocuSign version corroborates that Kromann Reumert was simultaneously preparing the settlement and the bankruptcy trusteeship.

## II. THE MONEY TRAIL: EUR 568,700 PAID IN GOOD FAITH

On December 2, 2025, Shape Robotics Romania S.R.L. — the Company’s Romanian subsidiary — entered into a Conditional Loan Agreement to lend EUR 568,700 to Shape Robotics A/S. The sole purpose of this loan was to fund the first installment under the Afviklingsaftale.

**The money was transferred to Kromann Reumert’s client account:**

- **Account:** Danske Bank, Reg. 4183, Konto 4310 507032
- **Reference:** Sagsnummer 1080280-two

The reference “two” corresponds to Teis Gullitz-Wormslev’s email handle (two@kromannreumert.com).

Shape Robotics Romania paid this money in good faith, believing the settlement would be honored. Instead:

1. Danske Bank withdrew its petition (as agreed)
2. At the January 6 hearing on Treyd AB’s separate petition, Kromann Reumert appeared on behalf of Danske Bank and actively supported the new bankruptcy
3. Teis Gullitz-Wormslev was appointed trustee at the same hearing
4. The money paid under the settlement — including the EUR 568,700 from the Romanian subsidiary — remains in Kromann Reumert’s accounts

Shape Robotics Romania’s EUR 568,700 was extracted from a foreign subsidiary under a contract that Kromann Reumert’s own client then breached. This has implications under both Danish and Romanian law, as well as EU cross-border insolvency regulations.

## III. THE INSTITUTIONAL WEB: KROMANN REUMERT — CARNEGIE — DANSKE BANK

The Company has identified a pattern of institutional connections between the parties involved in the destruction of Shape Robotics:

## Carnegie Investment Bank and Kromann Reumert

- **Better Energy (2024-2025):** Carnegie acted as financial adviser during restructuring. Carnegie's capital-raising effort failed (Bloomberg Law, Feb 27, 2025). Teis Gullitz-Wormslev then became administrator/liquidator — his current top-listed case at Kromann Reumert. The same institution that failed to save the company handed it to the same liquidator who later destroyed Shape Robotics.
- **Coop Danmark (April 2024):** Carnegie acted as exclusive financial adviser on a DKK 2bn+ capital raise. Carnegie's advisor publicly thanked Kromann Reumert (Christian Lundgren and Bent Kemplar) for collaboration.
- **Bang & Olufsen (2024):** KR Senior Associate Anna Bast Schmidt advised Carnegie on its directed share issue in Bang & Olufsen A/S.
- **Zealand Pharma (January 2024):** Kromann Reumert assisted Carnegie as financial advisor.

## Kromann Reumert and Danske Bank

- Kromann Reumert's own Terms of Business: "Amounts paid into Kromann Reumert's client accounts are deposited in Kromann Reumert's general client bank accounts with Danske Bank."
- Legal 500's insolvency ranking lists Danske Bank as Kromann Reumert's first-named key client for insolvency work.
- Anna Bast Schmidt completed a secondment at Danske Bank LC&I Legal (2023-2024), before returning to KR — where she advises on both Carnegie and Danske Bank matters.

## Carnegie Investment Bank and Danske Bank

- Carnegie advised Danske Bank on the acquisition of Danske Invest Administration A/S (DKK 739 million).
- Carnegie acted as joint financial adviser in the RealDanmark / Danske Bank merger (USD 31 billion).

## The Lars Topholm Connection

In March 2024, Carnegie analyst Lars Topholm published an aggressive buy report on Shape Robotics projecting three-to-four-times upside, without disclosing that he personally held 3,500 shares. Shape Robotics raised DKK 35 million at DKK 35 per share. Topholm and his network subsequently sold their positions — extracting an estimated DKK 21 million at peak prices. The stock fell 79%. Carnegie withdrew as advisor two days after the last network member exited.

Topholm then became Chairman of Aerbio, a biotech company co-founded by Martin Bundgaard (who held 318,331 Shape shares and sold during the same period) and backed by Søren Bendixen (who held 70,000+ shares and also sold). The same investor network that extracted value from Shape Robotics regrouped around Topholm's new venture.

The Company filed a formal complaint with Nasdaq Copenhagen in November 2025 regarding suspected market manipulation and undisclosed conflicts of interest.

## IV. WHAT THE COMPANY DEMANDS

As stated in the Company's announcement of March 11, 2026, Shape Robotics demands:

1. **Immediate release of DKK 3,722,813.18** from Kromann Reumert's client account
2. **Complete handover of all corporate records** — financial statements, contracts, bank credentials, IT access, passwords, keys, email archives, and all documentation
3. **Full accounting of all actions** taken during the 59-day unlawful administration
4. **Unfreezing of the Company's Danske Bank accounts** (DKK 14.89M claimed)

**Today, March 13, 2026, is the deadline communicated in the March 11 announcement.**

If all funds and corporate records are not returned by end of business today, the Company will file a criminal complaint (*politianmeldelse*) with Danish police against Teis Gullitz-Wormslev, Kromann Reumert, and Danske Bank.

## V. SUPPORTING DOCUMENTATION

The following documents are available for inspection:

1. DocuSign Certificate of Completion (Envelope ID: 1BFCABD2-4DFF-45D8-BAA3-853A918A548E) — showing the "Kurator" designation
2. The Afviklingsaftale (settlement agreement) as distributed via DocuSign on November 28, 2025
3. The Conditional Loan Agreement between Shape Robotics Romania S.R.L. and Shape Robotics A/S, dated December 2, 2025 (EUR 568,700)
4. The signed Afviklingsaftale used in court proceedings
5. Østre Landsret's ruling of March 5, 2026, annulling the bankruptcy

**[LINK TO GOOGLE DRIVE DOCUMENT REPOSITORY TO BE INSERTED]**

## VI. FORWARD-LOOKING STATEMENTS

This announcement contains factual statements based on documentary evidence in the Company's possession. All dates, names, amounts, and document references are verifiable. The Company invites Kromann Reumert, Danske Bank, EIFO, and Carnegie Investment Bank to dispute any factual claim contained herein.

### **Additional information:**

Mark-Robert Abraham, Chief Executive Officer

Email: [mark@shaperobotics.com](mailto:mark@shaperobotics.com)

CVR-nr. 38322656

[www.shaperobotics.com](http://www.shaperobotics.com)

# BILAG 10

## Annex 10

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Lov L20 of 18 December 2025 — Amendment to the  
Bankruptcy Act (New Trustee Impartiality Rules)

Lov L20 af 18. december 2025 — Lov om ændring af konkursloven  
(Skærpede regler om udpegning af kurator og habilitet m.v.)

## Lov L20 af 18. december 2025

Lov om ændring af konkursloven  
(Skærpede regler om udpegning af kurator og habilitet m.v.)

Act amending the Bankruptcy Act  
(Strengthened rules on appointment of trustees and impartiality, etc.)

Adopted by the Folketing on 18 December 2025.  
Vedtaget af Folketinget den 18. december 2025.

This law introduced new impartiality requirements for bankruptcy trustees, directly relevant to the conduct of Teis Gullitz-Wormslev of Kromann Reumert in the Shape Robotics A/S bankruptcy case.

Denne lov indførte nye habilitetskrav for konkurskuratorer, direkte relevant for Teis Gullitz-Wormslevs adfærd fra Kromann Reumert i Shape Robotics A/S-konkurssagen.

Full text available at / Fuldtekst tilgængelig på:  
<https://www.retsinformation.dk/eli/lta/2025/1540>