

ASSET SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (the '**Agreement**') is entered into on [*] January 2026, by and between:

1. **Moon Technologies B.V.**, a company registered in Estonia with registration number 14865761 and registered address at Suur-Patarei tn 13, Tallinn, 10415, Estonia (the '**Seller**'); and
2. **Satya Code SRL.**, a company registered in Costa Rica with registration nr: 3102813297 and registered office address of San Jose, Montes De Oca, San Pedro, 400N 25E Los Yoses, Costa Rica (the '**Purchaser**'),

each hereinafter referred to as a '**Party**' and together as the '**Parties**'.

WHEREAS:

- A. The Seller is a licensed B2C casino operator incorporated in Curaçao with company registration 152185, operating under license number OGL/2023/111/0069, issued on 01/07/2024.
- B. The Seller operates "Livecasino.io" an online casino site ("**Livecasino**").
- C. The Seller owns and operates the Assets.
- D. The Purchaser is licensed and regulated by the Government of the Autonomous Island of Anjouan, Union of Comoros and operates under License No. ALSI-032401017-FI3.
- E. The Seller wants to sell, convey, transfer, assign and novate, and the Purchaser wants to purchase and assume, all rights and liabilities in respect of the Assets.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

- 1.1. The following capitalised terms shall have the following meaning:

Agreement

this Asset Sale and Purchase Agreement, including the Schedule;

Assets

1. The Brand
2. The Domain; and
3. The Agent Agreement, which are each specified in more detail in the Schedule;

Completion	the completion of the sale and purchase of the Assets in accordance with this Agreement;
Livecasino Player	any person which is a customer of Livecasino;
Losses	any damages, contractual penalties, fines, and costs;
Seller Player Account	an account held with the Seller by a Livecasino Player;
Purchase Price	has the meaning ascribed in sub-clause 4;
Purchaser Player Account	an account held with the Purchaser by a Livecasino Player;
Schedule	the schedule to this Agreement;
Seller's Account	USDT address: [*]; Payment reference: [*];

1.2. Clause headings are included for convenience and shall not affect the interpretation of this Agreement.

1.3. Any words following the words 'include', 'including', 'for example', or equivalent, shall be interpreted as illustrative and shall not limit the meaning of the words preceding them.

1.4. References in this Agreement to:

- a. 'persons' include natural persons, companies, partnerships, or other entities (whether or not having a separate legal personality);
- b. singular includes the plural and vice versa;
- c. clauses are to clauses of this Agreement;
- d. any statute or statutory provision shall include any subsidiary legislation and is a reference to such statute, statutory provision, and/or subsidiary legislation as amended and/or replaced, from time to time;
- e. 'writing' or 'written' includes email.

2. Sale and Transfer of the Assets

2.1. On the date hereof, and subject to the terms and conditions of this Agreement, the Seller sells and assigns, and the Purchaser purchases and accepts the assignment of the Assets.

2.2. The title and risk in the Assets shall be transferred to the Purchaser upon Completion of this Agreement.

- 2.3. For the avoidance of doubt, the Purchaser shall not acquire any assets other than the Assets.
- 2.4. The assumption of all risk, liabilities and obligations in respect of the Assets shall pass to the Purchaser upon the date of this Agreement.
- 2.5. The title to each Asset shall pass on the later of (a) Completion and (b) delivery or execution of the relevant transfer/assignment for that Asset.
- 2.6. From the date of the Agreement, the Purchaser accepts all and any liability in respect of, or in connection with, the Assets whether that liability is known or unknown, accrued or contingent, for anything done or omitted to be done, and the Purchaser releases, indemnifies and holds harmless the Seller from any and all liabilities, claims of obligations in respect of, or in connection with, the Assets
- 2.7. Upon the transfer of a Livecasino Player from the Seller to the Purchaser, the Seller will transfer to the Purchaser such amount as is equal to the balance held by that Livecasino Player in its Seller Player Account prior to Completion, and the Purchaser will credit the corresponding Purchaser Player Account of that Livecasino Player with an equivalent balance amount.
- 2.8. The Seller does not warrant that any third-party backlinks, forum threads, or other search-engine optimisation (SEO) assets will continue after the date of this Agreement.

3. Completion

- 3.1. On this date, the Seller shall:
 - a. take all necessary actions as are necessary to transfer the Assets to the Purchaser;
 - b. deliver to the Purchaser such executed documents as are required to transfer the Assets from the Seller to the Purchaser; and
 - c. transfer to the Purchaser an amount equal to the balances held in the Seller Player Accounts in accordance with clause 2.7.
- 3.2. On this date, the Purchaser shall:
 - a. take all necessary actions as are necessary to effect the transfer of the Assets from the Seller to the Purchaser;
 - b. deliver to the Seller such executed documents as are required to transfer the Assets from the Seller to the Purchaser, including (without limitation) entering into and executing the Agent Agreement and any such documents as are required to assume all rights and obligations under the Agent Agreement;
 - c. execute a transfer of one USDT (USDT 1) to the Seller's Account as payment of the Purchase Price; and
 - d. credit each Purchaser Player Account with the respective balance in accordance with clause 2.7.

4. Purchase Price

- 4.1. The Purchase Price of the Assets is one USDT (USDT 1) (**'Purchase Price'**).
- 4.2. The Purchaser shall be responsible for any withholding or any other taxes or deductions in respect of the Purchase Price and shall indemnify the Seller against any liability that may arise as a result of, or in connection with, the sale of the Assets, any withholding and/or other taxes in connection therewith.

5. Representations and Warranties from the Seller

- 5.1. The Seller represents and warrants to the Purchaser that, as of this date:
 - a. The Seller has the authority to enter into and to perform this Agreement;
 - b. This Agreement will constitute binding and enforceable obligations of the Seller in accordance with its terms;
 - c. The execution and the delivery and performance of this Agreement will not: (i) constitute a breach or a default under any applicable law; or (ii) constitute a breach or a default or trigger any third-party right under any agreement by which the Seller is bound;
 - d. The Seller is not, and any other member of the Seller's group is not insolvent, unable to pay its debts as they fall due, or has not stopped or suspended payment of its debts; and
 - e. The Seller has full ownership of the Assets and title to transfer the Assets in accordance with this Agreement.
- 5.2. The Seller acknowledges that the Purchaser relied on the accuracy and completeness of the Seller's Representations and Warranties in entering into this Agreement.

6. Representations and Warrants from the Purchaser

- 6.1. The Purchaser represents and warrants to the Seller that, as of this date:
 - a. The Purchaser has the authority to enter into and to perform this Agreement;
 - b. This Agreement will constitute binding and enforceable obligations of the Purchaser in accordance with its terms;
 - c. The Purchaser is not, and any other member of the Purchaser's group is not insolvent, unable to pay its debts as they fall due or has not stopped or suspended payment of its debts;
 - d. The execution and the delivery of and the performance of this Agreement will not: (i) constitute a breach or a default under any applicable law; or (ii) constitute a breach or a default or trigger any third-party right under any agreement by which the Seller is bound.
 - e. The Purchaser shall release the Seller from all liability or claims in respect of the Assets from the date of this Agreement.

7. Indemnification

- 7.1. Without prejudice to any other rights or remedies available to the Seller, if any of the Purchaser's Representations and Warranties are breached or found to be untrue or misleading, the Purchaser shall indemnify the Seller upon demand:
- a. to restore the Seller to the position it would have been in had the Purchaser's Representation and Warranty not been breached or had not been untrue or misleading; and
 - b. against any Losses suffered by the Seller as a result of such breach or the Purchaser's Representation and Warranty being untrue or misleading.

8. Confidentiality

- 8.1. Each of the Parties shall treat as confidential and not use or disclose, or permit the disclosure of, any information which relates to:
- a. the provisions of this Agreement;
 - b. the negotiations relating to this Agreement.
- 8.2. Sub-clause 8.1 shall not prohibit the use or disclosure if and to the extent required by law or by order of a court or any regulator.

9. Costs

- 9.1. Each Party shall pay its own costs with the negotiation, preparation, and execution of this Agreement.

10. Notices

- 10.1. Notices under this Agreement shall be written in English and shall be:
- a. delivered by hand;
 - b. sent by prepaid first class post or an equivalent service to the recipient's registered address; or
 - c. sent by email to the following email addresses (or any other email address that the recipient may notify the sender):

if to the Seller:
vclegal@yolo.io

if to the Purchaser:
[*]

- 10.2. The notices shall be considered to have been received:
- a. if delivered by hand, on the day of delivery;
 - b. if sent by prepaid first class post or an equivalent service, upon receipt or on the third day after posting (excluding Saturdays, Sundays, and bank holidays in the location of the recipient's registered address), whichever is the earliest;
 - c. if sent by email upon the generation of a receipt notice by the recipient's server or, if such notice is not generated, upon delivery to the recipient's server.

11. Rights and Remedies

- 11.1. The rights and remedies provided under this Agreement are not exclusive of any rights or remedies provided by law.

12. Entire Agreement

- 12.1. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, statements, representations, and warranties, in whatever form, relating to the subject matter.

13. No Assignment

- 13.1. Neither Party may assign any right and/or obligation under this Agreement without the prior written consent of the other Party. In case of assignment, the assignor shall be jointly and severally responsible with the assignee for the obligations arising from this Agreement.

14. Third-Party Rights

- 14.1. A person who is not a party to this Agreement shall not have any rights to enforce any provisions of this Agreement.

15. Waiver

- 15.1. A delay or failure in exercising any right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy. A partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver by any Party of any term of this Agreement in any instance shall not be deemed a waiver of such term for any other instance (whether similar or dissimilar) in the future.

16. Variation

- 16.1. No variation of this Agreement shall be effective unless it is in writing and signed by both Parties (or their authorised representatives).

17. Severability

- 17.1. Whenever possible, the provisions of this Agreement shall be interpreted to be considered valid and enforceable. If, however, any provision is considered to be invalid or unenforceable, it shall be excluded from this Agreement, and the remaining provisions shall remain in force.

18. Signatures

- 18.1. The Parties acknowledge and accept the veracity, authenticity, integrity, validity, and effectiveness of this Agreement, which will be signed electronically.

19. Governing Law and Jurisdiction

- 19.1. This Agreement and all matters relating to it, including non-contractual obligations, shall be governed by the laws of [*] to the exclusion of any conflict of laws.
- 19.2. The Parties agree that the courts of [*] shall have non-exclusive jurisdiction to settle any dispute arising out of or relating to this Agreement (including non-contractual disputes) and waive any objections to proceedings brought before the said courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereof:

THE SELLER

EXECUTED BY MOON TECHNOLOGIES B.V.

Name: [*]
Title: Director

THE PURCHASER

EXECUTED BY SATYA CODE SRL.

Name: [*]
Title: Director

SCHEDULE
List of Assets

ASSET
1. The Brand
The “Livecasino” brand - registration of TMs and logos (if any)
2. The Database
The parties will enter into an Agent Agreement to refer the Livecasino Players from the Seller to the Purchaser
3. The Domain
Domain - livecasino.io The registered proprietor of the Domain shall effect a transfer of registration of the Domain into the name of the Purchaser.