

**SHARE PURCHASE AGREEMENT**  
**OF FORTUNA GAMES N.V.**

This Share Purchase Agreement (the "**Agreement**") is entered into as of 8<sup>th</sup> of August, 2025 by and between:

1. **Aleksandr Kalashnikov**, born on August 27, 1989 in Chisinau, Moldova, holder of a Republic of Bulgaria passport with number 389104867, residing at 62 Triq Edgar Bernard, FL 11, GZR06, Gzira, Malta (hereinafter the "**Seller**"); and
2. **Antonios Minides**, born on December 1, 1990 in Paralimni, Cyprus, holder of the Republic of Cyprus passport number L00203946, residing at Sofias B Megaro, Flat 006, Giorki Papadopoulou no. 77, 5290 Paralimni, Cyprus (hereinafter the "**Purchaser**").

Collectively referred to as the "**Parties**" and individually as a "**Party**."

**RECITALS**

**WHEREAS**, the Seller is the sole legal and beneficial owner of 100 shares in **Fortuna Games N.V.**;

**WHEREAS**, the Seller desires to sell, and the Purchaser desires to purchase, said shares under the terms herein;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

**TRANSFER OF SHARES**

Seller sells and hereby transfers into the ownership of Purchaser, who purchases and accepts the ownership of:

- **100** (one hundred) **shares** each with a par value of **USD 1.00**, numbered **1 through 100**, (hereinafter referred to as "**the Shares**") in the issued share capital of **Fortuna Games N.V.** (hereinafter referred to as "**the Company**"), a company organized under the laws of Curaçao with its corporate seat in Dr. H. Fergusonweg 1, Curacao.

**PURCHASE PRICE**

The Purchase Price for the Shares under this Agreement is **315, 000 EUR (three hundred fifteen thousand euros)**.

- a) Initial Payment: Twenty five percent (25%) of the Purchase Price, amounting to **76, 000 EUR (seventy-six thousand euros)** shall be paid by the Purchaser to the Seller upon execution of this Agreement.
- b) Final Payment: Seventy five percent (75%) of the Purchase Price, amounting to **239, 000 EUR (two hundred thirty-nine thousand euros)** shall be paid by the Purchaser within five (5) business days following the approval of the new UBO by the Curaçao Gaming Authority.

All payments shall be made via cryptocurrency transfer to the designated wallet address, details of which shall be provided in writing by the Seller to the Purchaser prior to the initial payment.

## **REPRESENTATIONS AND WARRANTIES OF THE SELLER**

### **Article 1**

The Seller represents and warrants to the Purchaser that, as of the date hereof:

1. The Seller is the sole legal and beneficial owner of the Shares and has full right, power, and authority to sell and transfer them as contemplated herein.
2. No options, preemptive rights, or other preferences exist with respect to the Shares.
3. The Shares are free and clear of all liens, claims, encumbrances, or restrictions of any kind.
4. The execution, delivery, and performance of this Agreement do not contravene any applicable laws, regulations, or agreements binding on the Seller.
5. The Company is duly organized and in good standing under Curacao law, with no pending litigation or material undisclosed liabilities affecting the Shares.

### **Article 2**

All dividends, distributions, or other benefits accruing on the Shares from the date of this Agreement shall inure solely to the benefit of the Purchaser.

## **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

### **Article 3**

The Purchaser represents and warrants to the Seller that, as of the date hereof:

1. The Purchaser has the legal capacity and authority to enter into and perform this Agreement and consummate the transaction contemplated herein.
2. The execution, delivery, and performance of this Agreement do not violate any laws, regulations, or agreements binding on the Purchaser.
3. The funds used to pay the Purchase Price are derived from lawful sources and comply with applicable anti-money laundering regulations.

## **PAYMENT AND CONDITIONS**

### **Article 4**

1. The Purchase Price shall be paid in accordance with the terms outlined above.

## **CLOSING**

## **Article 5**

1. The closing of the sale and purchase of the Share (the "**Closing**") shall occur remotely via electronic exchange of signed documents within five (5) business days of the execution of this Agreement, unless otherwise mutually agreed by the Parties
2. At Closing, the Seller shall deliver to the Purchaser all necessary documentation to effectuate the transfer of the Share, including any required updates to the Company's shareholder registry.

## **WAIVER OF ANNULMENT RIGHTS**

### **Article 6**

1. The Parties irrevocably waive any rights under Curaçao law to seek dissolution or annulment of this Agreement, except as expressly provided herein.

## **AUTHORIZATION**

### **Article 7**

1. The Seller irrevocably authorizes the Purchaser to take all necessary actions to effectuate the transfer of the Share, including registration with the Company and any relevant Curacao authorities, as required by law.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

### **Article 8**

1. This Agreement shall be governed by and construed in accordance with the laws of Curaçao.
2. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved exclusively by the courts of Curaçao.

## **MISCELLANEOUS**

### **Article 9**

1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether oral or written.
2. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.
3. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as originals.

4. The Parties shall maintain the confidentiality of all non-public information exchanged in connection with this Agreement, except as required by law or with prior written consent of the other Party.
5. Each Party shall indemnify and hold harmless the other from and against any losses, damages, or costs arising from breaches of their respective representations and warranties herein, subject to applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of 8<sup>th</sup> of August, 2025.

**Seller**

**Aleksandr Kalashnikov**



(Signature)

**Purchaser**

**Antonios Minides**



(Signature)