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SHARE PURCHASE AGREEMENT

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_____, on _____, 2025

THIS AGREEMENT IS MADE AS OF THE DAY OF
2025

PARTIES:

Konstantine Khachaturovi, Passport of Georgia No. 18AF96915, registered at Flat 10, bld. 11, 8th quarter, 3rd massive, Tbilisi, Georgia, 1100-1199, the UBO of Uno Digital Media B.V., (hereinafter the “**Seller**”);

Sova Olena, Passport of Ukraine No. FL079406, registered at 145 Shevchenka street, Khatsky Village, Cherkasy District, Cherkasy Region, (hereinafter called “**the Purchaser**”) which expression shall, where the context so requires, include his personal representatives, successors and assigns as the case may be) of the second part; and

1. WHEREAS:

The Seller is the owner of the shares of **Uno Digital Media B.V.**, registration number 157147, a company organized and existing under the laws of Curacao, whose registered office is at Schottegatweg Oost 10 Unit 1-9 Bon Bini Business Center, Willemstad, Curacao, represented by managing director Kurason Trust Curacao N.V. (hereinafter – the Company) which represent 100% of the issued share capital of the Company, holding the shares set out in the Agreement. The Seller the owner of the Curacao Gaming License OGL/2024/1267/0760, which operated under the websites: ninecasino.com; betonred.com; cryptoleo.com; loonaspin.com. (hereinafter the “**Business**”).

- A. The Business includes all Operational Companies of the Seller and all valid gambling licenses (Licenses) in respective countries.
- B. The issued share capital of Uno Digital Media B.V., amounts to EUR 1,000 (one thousand euros), divided into 1,000 (one thousand) shares with a nominal value of EUR 1 (one euro) each, representing 100% of the shares.
- C. The Seller has agreed to sell the Sale the Business to the Purchaser, and the Purchaser has agreed to purchase the Business from the Seller, upon and subject to the terms and conditions of this Agreement.
- D. The Seller and the Purchaser have a verbal arrangement to state the fundamentals of the transaction and regulate the negotiations to execute the acquisition of the Company and the transfer of 100% control over the Business to the Purchaser or persons indicated by him.
- E. The Seller desires to sell and transfer the Shares and Gaming License, Domains to the Purchaser as a means to transfer the Business and the Purchaser desires to purchase and acquire the Shares and Gaming License, Domains to acquire the Business, subject to

the terms and conditions of this Agreement (the "Transaction").

2. SHARE PURCHASE

In consideration of the payment of the Purchase Price hereinafter agreed to be paid by the Purchaser to the Seller subject to the provisions of this Agreement and subject to fulfilment by the parties and satisfaction of the Conditions Precedent hereinafter contained:

- the Seller shall as legal and beneficial owners sell; and
- Purchaser relying upon the representations warranties undertakings and indemnities by the Seller in this Agreement shall purchase the Sale Business for the Purchase Price set out in herein free from all trusts, liens, charges, assignments and encumbrances of any description (and other legal rights exercisable by third parties).

The Purchaser shall be entitled to all Dividends and Distributions declared in respect of the Sale Business any time after Completion.

The consideration payable for the Sale Business shall be the Purchase Price which shall be paid, in cleared funds as follows:

The Purchase Price shall be paid to the Seller's account on or before the execution of this Agreement to be held on a stakeholder basis pending the Completion of the Sale.

3. CONDUCT OF BUSINESS PENDING COMPLETION

The Seller undertakes to the Purchaser that in the period commencing from the date of this Agreement until Completion he will procure that the Business shall be conducted in the manner provided in this Agreement and the Seller hereby undertakes to comply with the undertakings set out in this Agreement.

From the date of signing this Agreement, the Parties accept and agree that a "Transition period" of one calendar month is appointed for connecting new and/or updated Payment Methods and/or systems and/or access to payment methods.

The Parties have agreed that during the "Transition period" the Seller may use the Domains and operate under the Curacao Gaming License OGL/2024/1267/0760 for the continuous functioning of the Domains.

The Purchaser must meet all the requirements of the Regulator (Curacao Gaming Authority) and pass the Compliance check to receive approval before purchasing the Business.

In case of receiving a negative response from the Regulator, the sale of the Business is rejected and all payments made between the Parties shall be refunded.

Transition period may be prolonged by the Parties mutual written consent if it will be necessary to finalize all the re-onboardings with CGA and payment providers.

4. PURCHASE PRICE

The Parties agree that the purchase price (the “Purchase Price”) is equal to 240 000 (two hundred and forty thousand US dollars).

Payment of the Purchase Price:

The Purchase Price (in USD) shall be paid to the Seller’s account on or before the execution of this Agreement to be held on a stakeholder basis pending the Completion of the Sale.

Payment Stages:

1. 50% of the payment of The Purchase Price will be made at the time of signing this Agreement.
2. 50% of the payment of The Purchase Price will be made after the registration changes.

Payment Method:

Payment shall be made by wire transfer, cryptocurrency, or any other method agreed by the Parties. The payment will be made to the Seller’s designated bank account or crypto wallet, as agreed in writing between the Parties.

In addition to the foregoing, any tax or cost derived from such payment shall be borne by Seller.

5. REPRESENTATIONS AND WARRANTIES

Seller’s Representations and Warranties:

The Seller’s representation and warranties are essential for the Purchaser to enter into this Agreement.

The Seller and the Company hereby represent and warrant to the Purchaser that each of the statements set out in this Agreement (the “**Seller’s Warranties**”), in relation with the Seller and the Company, is complete, true and accurate in all respects as of the Signing Date.

The Seller undertakes that it shall promptly notify the Purchaser in writing of any event or circumstance which is or may be inconsistent with any of the Seller’s Warranties or which might make any of the Seller’s Warranties incomplete, false or inaccurate.

The Seller hereby warrants to the Purchaser that he will not use the client database of the Operational Companies and not present himself, either directly or indirectly, as the successor of the Company, nor present himself as the beneficial owner of such companies or the person who owns the rights to use Brands – ninecasino.com; betonred.com; cryptoleo.com; loonaspin.com.

Purchaser’s Representations and Warranties:

The Purchaser hereby represents and warrants to the Seller that it has full capacity to enter into and perform the agreements they formalize in connection with this Agreement, which does not infringe the Purchaser’s By-laws, or any agreement, Agreement, or undertaking by which the Purchaser may be bound.

There is no Claim against the Purchaser that might affect the validity of this Agreement or that could prevent, hinder or delay this Agreement.

6. SELLER'S LIABILITIES

Scope of the Seller's liabilities:

The Seller shall indemnify and hold harmless the Purchaser, on a dollar-for-dollar basis, from any and all liabilities, judgments, claims, charges, settlements, fines, sanctions, damages (excluding any indirect damages), fees, liens, taxes, interest, penalties, obligations and expenses suffered by the Purchaser or the Company (the "Damage" or "Damages") arising from or in connection with:

- (i) Any event which occurred prior to the Signing Date attributable to the Seller;
- (ii) any of the Seller's Warranties set forth in this Agreement being incomplete, misleading, false or inaccurate;
- (iii) Any liabilities of the Company that were incurred or are pertaining to periods prior to the Signing Date;
- (iv) Any liabilities arising from taxation and labour, contingent or otherwise, known and unknown, of any other entities owned by the Seller or its group that were incurred or are pertaining to periods prior to the Signing Date;
- (v) any and all actions, suits, proceedings, demands, assessments, judgments, costs and reasonable expenses (including, without limitation attorney's fees and expenses) incident to any of the foregoing.

7. ANNOUNCEMENTS

Each of the parties hereby undertakes that it will not (save as may be required by law or any applicable regulatory body) make any announcements in connection with this Agreement unless each of the other parties has given its consent in writing to the terms of such announcement, such consent not to be unreasonably withheld.

8. CONFIDENTIALITY AND CONTACT INFORMATION

Confidentiality

All information which is not public and which is of significant importance to any of the Parties and/or the Company, Main Companies, Operational Companies, which has been provided verbally or in writing to the other Party due to the present Agreement, shall be considered "Confidential Information" and may only be used for the fulfilment and execution of the present Agreement, with the complete understanding that said information or documentation is of a strictly confidential nature. For these purposes, Confidential Information shall be considered to include all information relative to the Company or its business, which the Seller is aware of as a consequence of their relationship with the Company prior to the Closing or which the Purchaser has knowledge of as a result of having carried out an analysis of the business and of the negotiation and signature of this Agreement.

Except as required by Law, the Parties shall not reveal, transfer, communicate or facilitate access to a third party, of all or part of the Confidential Information. Notwithstanding, when reasonably necessary, the Parties may reveal or

communicate Confidential Information to their representatives (including, but not limited to directors, executives, employees, attorneys, advisors, consultants, auditors, or other people with similar posts) guaranteeing that all these individuals shall fulfil the confidentiality obligation referred to in the present Clause. Likewise, the Parties may provide, reveal or communicate Confidential Information when the Parties, their direct or indirect shareholders were obliged to do so by applicable law, by judicial resolution or any competent administration, public office or supervisory authority.

The Parties shall not reveal or communicate to any third party the terms and clauses of the present Agreement nor the fact that they have received Confidential Information. Likewise, none of the Parties shall issue any communication or announcement regarding the signature of the present Agreement without the Parties' prior written consent. Notwithstanding the foregoing, during the days following the Closing, the Parties shall prepare, by mutual agreement, a press statement to be published in the news media they deem suitable, to disclose the Purchaser's acquisition of the Shares.

In case any of the Parties were legally required to disclose or reveal Confidential Information, it shall notify the other Party in writing if allowed to do so by applicable law in order to give it the opportunity to take the legal measures it deems necessary.

The confidentiality obligation foreseen in the present Clause shall continue to be in effect for two (2) years after the Signing Date.

Data protection

Each Party states that the personal data of the representatives, employees or other persons acting in the name and on behalf of the other Party which is given to them in relation to this Agreement, shall be included in the data files for which the recipient Party is responsible. These personal data shall be used by the recipient Party in relation to the signature, execution and monitoring of this Agreement.

The data subjects may exercise their rights of access, rectification, cancellation and/or opposition guaranteed by the laws on data protection, by contacting the recipient Party in writing at the addresses indicated in this Agreement.

Each Party, prior to supplying the other with any personal data of the individuals involved in the signature, execution and control of this Agreement, has informed and pledges to inform the data subjects of the content of this clause and to comply with any other requirements that may be applicable in accordance with data protection laws, without the recipient Party being obliged to take any other steps not allowed by data protection laws.

9. GENERAL

Assignment and Transfer

The Purchaser shall be entitled to assign his rights and obligations under this Agreement provided that prior written notification shall be given to the Seller and the Company.

Entire agreement

This Agreement (together with any documents referred to herein) constitutes the whole and only agreement between the parties relating to the subject matter hereof and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. It is expressly declared that no amendment or variation to this Agreement shall be effective unless made in writing and signed by each of the parties.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, but all the counterparts together shall constitute one and the same instrument.

11. LANGUAGE

If this Agreement is translated into any language other than English, the English language text shall prevail.

12. EFFECT OF INVALIDITY

If any provision or part of a provision of this Agreement shall be or be found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such clauses of this Agreement, all of which shall remain in full force and effect.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13. NOTIFICATIONS

Any notice or other communication in connection with this Agreement (each, a "Notice") shall:

- (a) be in writing in English;
- (b) be delivered by hand (with written confirmation of receipt by the other Party), notarial service, by courier using an internationally recognised courier company and simultaneously notifying by email about the Notice sent and the scan of the Notice attached to the mail.

A Notice to the Seller shall be sent to the following addresses, or such other person or address as the Seller may notify the Purchaser in writing from time to time:

A Notice to the Purchaser shall be sent to the following address, or such other person or address as the Purchaser may notify the Seller in writing from time to time:

A Notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery at the relevant address.

14. APPLICABLE LAW

This Agreement (together with all documents to be entered into pursuant to it which are not expressed to be governed by another law) shall be governed by, construed and take effect in accordance with Curacao law.

15. JURISDICTION

Any dispute arising out of or relating to this Agreement, including any matter regarding its existence, validity interpretation, compliance or termination, shall be definitively settled by the courts of the Curacao.

16. GENERAL PROVISIONS

1. Notices – all notices and/or other communications hereunder by a Party hereto shall be written in English and (a) delivered in person or (b) transmitted by facsimile or (c) mailed postage pre-paid, to the addresses of the Sellers and of the Purchaser respectively as these are set out in the Preamble of this Agreement or to such other address as the Parties or any one of them shall specify by notice in writing to the other Party.
2. Headings and References – the descriptive headings of the Clauses of this Agreement are inserted for convenience only and do not affect the interpretation of this Agreement; all references in this Agreement to a Clause or a Schedule (if any), refer to the corresponding Clause of or Schedule to this Agreement unless otherwise indicated to the contrary.
3. Entire Agreement – this Agreement is a single Agreement between the Parties involved in relation to the subject matter hereof and there are no restrictions on the subject of this Agreement other than those just listed or referenced in this document.
4. Severability – the invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision in any other jurisdiction, it being intended that all rights and obligations of the Parties hereto shall be enforceable to the fullest extent permitted by the Law.
5. Successors and Assigns – the provisions of this Agreement shall be binding upon and accrue to the benefit of the Parties and their respective successors and assigns; none of the two Parties may assign its rights or obligations hereunder in whole or in part without the prior written consent of the other Party.
6. Amendments and Waivers – this Agreement may not be amended, modified or supplemented and no waivers of or consents to or departures from the provisions hereof may be given unless consented to in writing by the Parties hereto.

7. All terms of essence – all terms and conditions of this Agreement are essential.
8. Number of copies – this Agreement may be executed in 2 (two) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Agreement was accordingly signed by the Parties at the date stated at the beginning of the document.

For and on behalf of the **Seller**

(Sign): _____
Name: Mrs. **Sova Olena**

For and on behalf of the **Purchaser**

(Sign): _____
Name: Mr. **Konstantine Khachaturovi**