

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the “**Agreement**”) is entered into and effective as of April 23, 2025 (the “**Effective Date**”), by and between **Tonio (Antonio) Debono**, an individual bearing an Maltese passport no. 1197327, residing at 18 Triq Il-Madonna, Zebbug, ZBG 3243, Malta (the “**Seller**”) and **Bener Ljutviovski**, an individual bearing a North Macedonian passport no. W0020135, residing at 345-Burj Khalifa, 913, Dubai, 0000, UAE (the “**Purchaser**”). Each of the Seller and the Purchaser may be referred to hereinafter as a “**Party**”, and collectively, as the “**Parties**”.

RECITALS:

WHEREAS, the Seller is the sole and exclusive owner of one hundred (100) ordinary shares of nominal value €1 each of Grace Bay B.V., a company incorporated under the laws of Curacao under registration number 151254, with its registered office at Dr. M.J. Hugenholtzweg 25, Curacao (the “**Company**”), representing 100% of issued and outstanding share capital of Company on a Fully Diluted Basis (the “**Shares**”). For the purposes of this Agreement, “**Fully Diluted Basis**” means all issued and outstanding shares of a company and the conversion and exercise in full of: (a) all convertible loans, options, warrants, notes, and securities, whether allocated or not, which have been granted or promised pursuant to any agreement or commitment (written, oral or otherwise) to acquire or receive securities of a company, whether or not vested; and (b) the reservation of any employees' stock option plans, whether allocated or not, if applicable;

WHEREAS, the Seller wish to sell the Shares to the Purchaser, and the Purchaser wish to purchase the Shares from the Seller, upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Parties are interested in recording their understandings and the details of their contractual relationship in writing.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, hereby covenant and agree as follows:

1. Preamble and Interpretation.

- 1.1. The preamble to this Agreement, its recitals and the Exhibits attached to this Agreement, shall constitute an integral part hereof.
- 1.2. The headings and captions in this Agreement are for reference only and shall not be used in the construction or interpretation of this Agreement.

2. Sale of the Shares; Consideration.

- 2.1. Subject to the terms of this Agreement, the Seller agrees to sell, and the Purchaser agree to purchase, the Shares, on a Fully Diluted Basis, free and clear of any liens, encumbrances, duties, levies and third-party rights of any kind whatsoever (the “**Sale**”), in consideration to an aggregate purchase price of one hundred and fifty thousand USD (\$150,000) (the “**Consideration Amount**”).
- 2.2. The Consideration Amount shall constitute the full and final consideration to be paid to the Seller in connection with the Shares and all of Purchaser's undertakings herein, and subject to the receipt of the Consideration Amount in full by the Purchaser, the Seller hereby waives any claim against the

Purchaser, the Company and/or its service providers in connection with the Sale and/or the Consideration Amount.

3. License.

- 3.1. The Seller declares that as of the Effective Date, the Company holds a valid gaming license from Curaçao Gaming Control Board (“GCB”) to offer games of chance under license number OGL/2024/1285/0535, in accordance with the National Ordinance on Games of Chance (Landsverordening op de kansspelen, P.B. 2024, no. 157) (the “**License**”).
- 3.2. The Parties acknowledge that any changes in ultimate beneficial ownership of licensed gaming companies of the GCB are subject to the GCB's prior conduct of due diligence and KYC procedures, validation and approval of the licensed company's new ultimate beneficial owner (the “**GCB Approval**”). Accordingly, as an enduring obligation of the Seller, Seller hereby covenants towards Purchaser that Seller shall, and shall cause the Company to, execute all documents, obtain all required approvals and make all the necessary filings requested by the GCB for the purpose of obtaining the GCB Approval and effectuating the Sale.

4. Conditions Precedent to Closing.

- 4.1. The completion of the Sale, against payment of the Consideration Amount, is subject to the fulfillment at or before the Closing Date, of the following condition precedent (“**Closing Condition**”), and the Purchaser shall not be obligated to consummate the closing of the transactions contemplated hereby if the Closing Condition shall have not been fulfilled:
- Without derogating from the obligations of the Sellers set forth in Section 3.2 hereinabove, the Company shall have secured all permits, consents and authorizations that shall be necessary or required to consummate this Agreement and to issue the Shares to the Purchaser at the Closing Date. Without derogating from the generality of the aforesaid: (i) the Seller has obtained the GCB Approval, approving the change of ownership in the Company from the Seller to the Purchaser; and (ii) the Seller has and/or caused the Company to, comply with any additional term and/or requirement asked by the GCB and/or any other regulatory body to duly effectuate the transaction herein.
- 4.2. On the terms and subject to the conditions set forth in this Agreement, each of the Parties hereto shall use commercially reasonable efforts, and shall cooperate with each other Party hereto, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, appropriate or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including the satisfaction of the Closing Condition set forth in this Section 4.

5. Closing.

- 5.1. Provided that the Closing Condition is met, the transactions contemplated hereby shall take place at a Closing (the “**Closing**”) to be held not later than fourteen (14) days after the date on which the Closing Condition is fulfilled, at which the following transactions shall occur simultaneously (the date in which the Closing shall occur, shall be referred to as the “**Closing Date**”):

5.1.1 Seller shall:

- (a) execute and deliver to the Purchaser an instrument of transfer for the Shares, in the form attached hereto as Exhibit A (“**Share Transfer Deed**”);

- (b) deliver to the Seller executed copies of the appropriate corporate organ resolutions of the Company, approving the transfer of the Shares from Seller to the Purchaser.

5.1.2 Purchaser shall:

- (a) deliver to the Seller the Share Transfer Deed, duly executed by the Purchaser;
- (b) wire transfer the Consideration Amount to the Seller's bank account, details of which shall be provided by the Seller to the Purchaser prior to the Closing Date.

5.2. The Parties hereby declare that at the Closing Date, all rights in relation to the Shares shall belong solely and exclusively to the Purchaser and the Seller hereby waives any and all claims regarding any rights in relation to the Shares.

5.3. At the Closing, the Parties shall ensure that the Shares are duly registered under the Purchaser's name in the applicable registrar in Curacao, and either (a) a copy of the register of shareholders of the Company showing the Purchaser as the recorded holder of the Shares, is issued and delivered to the Purchaser, to the full satisfaction of the Purchaser.

5.4. Without derogating from the abovementioned, the Seller shall sign, upon the Purchaser's written request, any document or authorization required in order to effectuate the Sale or any part thereof.

6. Representations and Warranties; Covenants.

6.1. Each Party hereby represents and warrants to the other Party, solely in respect of itself, that:

- 6.1.1 It has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement;
- 6.1.2 The entering into this Agreement has been duly authorized by all requisite actions; and
- 6.1.3 The entering into this Agreement, or the performance thereof, does not constitute nor will it result in a default or violation by such party of any law or regulation applicable thereto.

6.2. The Seller hereby represents and warrants to the Purchaser as follows:

- 6.2.1 The Company is private company duly organized and validly existing and (to the extent applicable) in good standing under the laws of Curacao, has all requisite corporate power and authority to own and operate its business activities.
- 6.2.2 The authorized and registered share capital of the Company is 100 ordinary shares, each having a nominal value of €1. Except for the Shares owned by the Seller, there are no other share capital, convertible securities, outstanding warrants, options, or other rights to subscribe for, purchase or acquire share capital from the Company, and there are no contracts, binding commitments or undertakings of any kind providing for the issuance of, or the granting of rights to acquire, any share capital of the Company, or under which the Company is, or may become obligated to issue any of its securities.
- 6.2.3 The Shares to be sold and transferred to the Purchaser, when sold and delivered in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and non-assessable, and will have the rights, preferences, privileges and restrictions described in the Company's articles of association and applicable law, and will be free of all, liens, charges, encumbrances, or other third-party rights created by the Company and of any restrictions and under applicable securities laws. The Shares, upon their transfer, will not be subject to any preemptive rights or rights of first refusal, or such rights have been waived.
- 6.2.4 The Company: (i) does not own any real property; (ii) is not a party to any leases, subleases or other occupancies, as tenant for real property; and (iii) has no current or former employees



and there is no obligation or liability incurred by the Company to any of its current or former officers, directors, shareholders or employees.

6.2.5 No proceeding or resolution for bankruptcy, dissolution, liquidation, winding-up, scheme of arrangement with creditors, appointment of receiver and/or similar proceeding has been instituted or taken by the Company, and to the best of its knowledge, no such proceeding has been instituted or threatened against the Company.

6.2.6 There is no action, suit or proceeding, arbitration, mediation, complaint, claim, charge or investigation before or by any government, governmental instrumentality or court, arbitrator, mediator or governmental body, domestic or foreign, pending or threatened against the Company or against any founder, consultant, officer, director or employee of the Company arising out of his or her founding, consulting, employment or board relationship with the Company.

6.3. The Purchaser hereby represents and warrants to the Seller as follows:

6.3.1 It acknowledges that the Acquired Shares are being sold on an "AS-IS" basis with no representations and/or warranties made by the Seller and/or the Company in respect of the Acquired Shares, the Company or any other representations, other than the representations and warranties specifically set forth in Section 6.2 above.

6.3.2 It has the knowledge, experience and manpower (including professional advisors) required for evaluating and consummating the transactions contemplated hereby. All information and documents with respect to the Acquired Shares and the Company was available to Purchaser, and Purchaser has undertaken any relevant examinations and investigations, as required for it in order to make an informed and intelligent decision with respect to the execution of this Agreement.

7. Confidentiality.

Except as required by applicable law or regulation or by a competent court or authority, the parties undertake to keep confidential and to not disclose the terms of the transactions contemplated herein between the Parties to any third party (except their respective affiliates, advisors, directors, officers, representatives, attorneys, accountants and sources of funding) nor make any public announcement or press release regarding these transactions without the prior written consent of the other parties.

8. Tax; Withholding.

8.1. Each Party in this Agreement will be in charge of its own payments of taxes in the relevant tax jurisdiction.

8.2. In the event that pursuant to any law or regulation, tax is required to be withheld or deducted from any payment made to the Seller under this Agreement, Purchaser shall be entitled to withhold or deduct such tax in accordance with applicable laws, unless Seller provides evidence of an exemption from such deduction or withholding, and then the deduction and withholding of any amounts payable to Seller shall be made only in accordance with the provisions of such exemption. If a deduction or withholding is made, documents evidencing such deduction shall be provided to Seller by the Purchaser.

9. Miscellaneous.

9.1. Further Assurances. The Parties agree to execute any and all documents necessary in order to consummate, implement and give full force and effect to this Agreement, and to execute all matters, things and transactions envisaged and contemplated herein including, filings with governmental or



regulatory bodies, corporate resolutions and such other documentation as may be reasonably necessary from time to time.

- 9.2. Successors and Assignees. Any Party hereto may not assign or transfer any rights or obligations hereunder without the prior written consent of the other Party.
- 9.3. Entire Agreement. This Agreement (together with the preamble, recitals and exhibits attached hereto) contains the entire understanding of the Parties with respect to its subject matters and all prior negotiations, discussions, agreements, commitments and understandings between the Parties with respect thereto not expressly contained herein shall be null and void in their entirety, effective immediately with no further action required.
- 9.4. Amendments and Waivers. The failure of any Party at any time or times to require performance of any provision hereof or to enforce any right with respect thereto, shall in no manner affect the right of such Party at a later time to enforce the same and shall in no way be construed to be a waiver of such provision or right. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Party against whom enforcement of any such amendment or waiver is sought. This Agreement may be amended or modified only by a written document signed by the Parties.
- 9.5. Severability. If one or more provisions of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms, provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 9.6. Taxes and Expenses. Each party shall bear the costs and expenses incurred by it in connection with the due diligence review, preparation, negotiation and execution of this Agreement (and the performance of their respective obligations hereunder and thereunder).
- 9.7. Governing Law and Jurisdiction. This Agreement shall be exclusively governed and construed according to the laws of Curacao, without regard to the conflict of law provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent courts of Curacao, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court.
- 9.8. Notices. All notices or other communications hereunder shall be in writing and shall be given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or electronic mail transmission (*provided* that written confirmation of transmission is obtained), addressed as set forth below:

If to the Seller:

Address: 18 Triq il-Madonna, Zebbug, ZBG 3243, Malta Attention:
Tonio (Antonio) Debono
E-mail: winehog71@gmail.com



If to the Purchaser: Address: 345-Burj Khalifa, 913, Dubai, 0000, UAE
Attention: Bener Ljutviovski
E-mail: bener.ljutviovski@live.com

If to the Company: Address: 25 Dr. M. J. Hugenholtzweg, Willemstad, Curacao
Attention: Virae Management B.V.
E-mail: info@viraemanagement.com

or such other address as any Party may designate to the others in accordance with the aforesaid procedure. All communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or electronic mail transmission shall be deemed given on the business day following confirmation of transmission, and all notices and other communications sent by registered mail (or air mail if the posting is international) shall be deemed given seven (7) Business Days after posting.

- 9.9. Counterparts, Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties may use electronic signatures. A signed Agreement received by a Party hereto via facsimile or electronic mail will be deemed an original, and binding upon the Party who signed it.

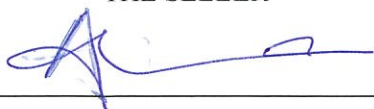
[Signature Page Follows]



[Signature Page to the Share Purchase Agreement]

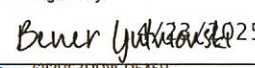
IN WITNESS WHEREOF, this Agreement has been duly executed on the date herein above set forth on the day and year first above written.

THE SELLER



Tonio (Antonio) Debono

THE PURCHASER

Signed by:

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Bener Ljutviovski



[Acknowledgment Page by the Company to the Share Purchase Agreement]

The transfer of **100 shares** with a par value of **EUR 1.00** each, is hereby acknowledged on behalf of the Company and it is further hereby confirmed that entry thereof has been made in the Company's shareholders' register.

Signed on ~~XXXXXX~~

30-05-2025

Grace Bay B.V.

V. Demir

By its Managing Director
Virae Management B.V.



CERTIFICATE *of* SIGNATURE

REF. NUMBER
JWUAG-569OV-XBJJ2-BKPLU

DOCUMENT COMPLETED BY ALL PARTIES ON
30 MAY 2025 19:26:45 UTC

SIGNER

EMAIL
DEMIR@VIRAEMANAGEMENT.COM

SHARED VIA
LINK

TIMESTAMP

SENT
30 MAY 2025 19:26:18 UTC

VIEWED
30 MAY 2025 19:26:27 UTC

SIGNED
30 MAY 2025 19:26:45 UTC

SIGNATURE

V. Demir

IP ADDRESS
161.22.55.35

