

Curaçao Gaming Authority (CGA)
Scharlooweg 172-174
Willemstad, Curaçao

**Regarding: Discontinuation of Online
Gaming License OGL/2024/1515/1853**
BetMax Entertain N.V.

Date
January 27, 2026

Dear Sirs,

We hereby inform you that the Board of Directors of **BetMax Entertain N.V.**, a limited liability company established in Curaçao and registered under number **163731** at the Curaçao Chamber of Commerce and Industry, has resolved to discontinue and withdraw from the online gaming license granted by your Authority under reference number **OGL/2024/1515/1853**.

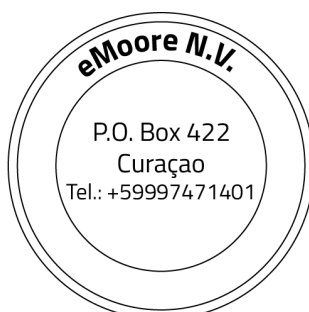
We respectfully request that you update your records to reflect this withdrawal and consider this communication as formal notice of the termination of the license of BetMax Entertain N.V. with the Curaçao Gaming Authority.

Should you require any further information or documentation to complete this process, please do not hesitate to contact us.

Sincerely yours,



eMoore N.V., Managing Director
Repr.by : Chantal van der Leeuw
Proxy holder



EM Group

Curaçao - Livestrong Office - Groot Kwartierweg 10 - +5999 7471401
Malta - 97 Windsor Street - SLM 1853 Sliema - +356 2778 2610
Cyprus - 30 Chytron Street - Office A22 2nd floor - 1075 Nicosia - +357 22257681
The Netherlands - Prins Hendriklaan 28, 1075 BD - Amsterdam - +31 6 5140 0498
the-emgroup.com

BOARD RESOLUTION

The undersigned, being the Managing Director of,

BetMax Entertain N.V.

a limited liability company, duly organised and existing under the laws of Curacao, established in Curacao, registered at the Curaçao Chamber of Commerce and Industry under number 163731, having its registered address at Groot Kwartierweg 10, Curacao, hereinafter referred to as the “**Company**”.

WHEREAS the Company has a gaming application, with reference number OGL/2024/1515/1853, at the Curaçao Gaming Authority, which currently has its registered office at Scharlooweg 172-174, Curaçao (hereinafter referred to as the “CGA”);

WHEREAS the Company had been granted the license to offer games of chance under license number OGL/2024/1515/1853 in accordance with the National Ordinance on Games of Chance;

WHEREAS subsequent developments, including considerations related to the preferences of the Company’s strategic decisions, have led the Company to reconsider its position;

WHEREAS the Company shall discontinue and withdraw its license from the CGA;

WHEREAS the Managing Director believes that withdrawing the license from the CGA is in the best interest of the Company.

DO HEREBY ADOPT the following resolutions:

1. To approve and ratify the decision to withdraw the license granted by the CGA, with license number OGL/2024/1515/1853;
2. To ratify all actions taken and/or documents signed, sealed or otherwise executed and delivered in relation to the discontinuation of the application process with the CGA.

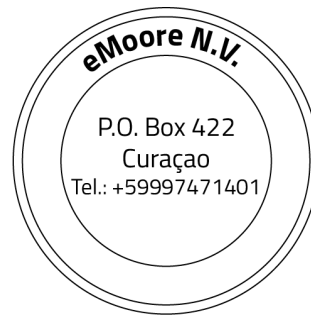
Dated this January 27, 2026.

Deeuw

eMoore N.V. - Managing Director to the Company

Repr. By: Mrs. Chantal van der Leeuw

Title: Proxy Holder



PLAYER MIGRATION AGREEMENT

This Player Migration Agreement (this “**Agreement**”) is entered into on 14th January 2026 (the “**Effective Date**”)

BETWEEN:

BetMax Entertain N.V., a company incorporated under the laws of Curaçao, with its registered office at Groot Kwartierweg 10 Livestrong Building, registered under number 163731, operating an online gaming business (the “**Migrating Operator**”); and

3-102-941536 SRL, a company incorporated under the laws of Costa Rica, with its registered office at San Pedro, Barrio Dent, del Centro Cultural Costarricense Norteamericano, 200 metros Norte y 50 Este, Edificio Ofident, oficina #3., registered under number 3-102-941536], operating an online gaming business (the “**Receiving Operator**”).

Each a “**Party**”, together the “**Parties**.”

1. BACKGROUND AND PURPOSE

1.1 The Migrating Operator currently operates an online gaming platform under a Curaçao licence and maintains the player database and player accounts associated with the brand www.bombastic.com.

1.2 The Receiving Operator is the intended operating entity for the relevant brand going forward and holds an online gaming licence issued by Anjouan (Union of the Comoros) (the “**New Licence**”).

1.3 The Parties are members of the same ownership group and wish to migrate (i) all players, (ii) all player data, and (iii) all player-related balances and obligations from the Migrating Operator to the Receiving Operator to ensure business continuity and compliance under the New Licence.

1.4 This Agreement sets out the terms governing the transfer and assumption of the Player Relationship and the secure transfer of the Database (as defined below), including responsibilities for regulatory cooperation, AML/KYC, responsible gaming, and ongoing player servicing.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

"Affiliate" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.

"Applicable Law" means all applicable laws, regulations, regulatory requirements, licence conditions, and binding codes of practice relevant to the Parties' performance of this Agreement, including data protection laws and AML/CFT obligations.

"Brand" means the brand(s), domain(s), website(s), and/or mobile app(s) operated under www.bombastic.com through which Players access the services.

"Database" means all Player Data and related records, logs, and systems information, including (without limitation) registration data, account data, KYC/EDD files, transactional records, bonus history, betting history, support tickets, device/IP logs (where held), fraud/risk notes, responsible gaming markers, communications, and any audit trails.

"Migration Date" means 14th January 2026, being the cutover moment when the Receiving Operator assumes responsibility as set out in this Agreement.

"Player" means each end-user with a player account created with the Migrating Operator as of the Migration Date, including dormant or blocked accounts to the extent legally transferable/retainable.

"Player Balances" means all amounts credited to Players, including cash balances, pending withdrawals, and bonus balances, including associated wagering requirements, free spins, loyalty points, and similar promotional entitlements, as recorded on the Platform as of the Migration Date.

"Player Relationship" means the contractual and operational relationship between the operator and a Player, including rights, obligations, disputes, and service responsibilities.

"Platform" means the gaming platform(s) and supporting systems used to provide services to Players, including CRM, wallet, CMS, KYC systems, risk/fraud systems, support systems, and reporting tools.

"Transfer Documents" means this Agreement and any related documentation.

2.2 Headings are for convenience only and do not affect interpretation.

3. SCOPE: TRANSFER AND ASSUMPTION

3.1 Transfer. With effect from the Migration Date, the Migrating Operator transfers (and to the extent required by law assigns) to the Receiving Operator all of the Migrating Operator's rights, title, and interest in and to:

- (a) the Player accounts and account identifiers;
- (b) the Database;
- (c) the Player Balances;
- (d) all player-related operational records required to service Players and address disputes; and
- (e) the Migrating Operator's rights against Players under the previous terms.

3.2 Assumption. With effect from the Migration Date, the Receiving Operator assumes and agrees to perform, discharge, and be responsible for all obligations to Players relating to:

- (a) Player Balances (including bonus balances and associated wagering requirements);
- (b) pending withdrawal requests and future withdrawals;
- (c) customer support and complaint handling;
- (d) ongoing responsible gaming obligations and any restrictions/markers;
- (e) fraud/risk monitoring and account security; and
- (f) dispute resolution and regulatory cooperation (subject to Clause 9).

3.3 Continuity. The Parties intend that Players experience continuity of service, and that their accounts, balances (including bonus balances), and relevant history migrate without material interruption, subject to necessary compliance checks.

3.4 Intra-group nature. The Parties confirm the migration is an intra-group transfer for business continuity and licensing alignment; commercial consideration (if any) is handled separately and is not a condition to effectiveness of this Agreement.

4. MECHANICS OF MIGRATION;

4.1 The migration shall be carried out in accordance with an agreed plan, including cutover steps, freeze windows, reconciliation procedures, and rollback contingencies.

4.2 Reconciliation. The Parties shall reconcile Player Balances and key ledgers. Any discrepancies shall be addressed as follows:

- (a) material discrepancies: investigated and corrected prior to reopening services wherever feasible;
- (b) immaterial discrepancies: corrected within 5 business days after cutover with documented audit trail.

5. DATA TRANSFER; SECURITY; RECORD RETENTION

5.1 Data transfer protocol. The Parties shall transfer the Database, including encryption, access controls, audit logging, and integrity verification.

5.2 Lawful basis; roles. Each Party shall ensure it has an appropriate lawful basis under Applicable Law to transfer and process Player Data.

5.3 Data minimisation and necessity. Only data necessary for continued servicing, compliance, and dispute handling shall be transferred, except where retention of full historical records is required by AML, tax, gaming, or other Applicable Law.

5.4 Retention. The Receiving Operator shall retain transferred records for the durations required under Applicable Law (including AML recordkeeping), and shall preserve audit trails necessary to respond to disputes and regulator requests.

6. AML/KYC; FRAUD; RESPONSIBLE GAMING

6.1 KYC reliance and refresh. The Receiving Operator may rely on historical KYC collected by the Migrating Operator to the extent permitted by Applicable Law and internal policy, but shall:

- (a) review KYC completeness and validity;
- (b) apply risk-based refresh/EDD where required; and
- (c) re-verify Players where necessary (e.g., expired documents, high-risk flags, threshold events).

6.2 AML responsibility. From the Migration Date, the Receiving Operator is responsible for AML monitoring, suspicious activity reporting, sanctions screening, and ongoing due diligence for Players, including handling pending withdrawals consistent with AML controls.

6.3 Fraud and risk controls. The Receiving Operator shall adopt and maintain fraud controls and may suspend accounts where necessary to complete compliance checks, prevent abuse, or respond to chargebacks, in accordance with published terms and Applicable Law.

6.4 Responsible gaming continuity. Responsible gaming settings and markers (self-exclusion, cooling-off, limits, affordability flags, etc.) shall migrate and remain effective post-migration. The Receiving Operator shall not remove such restrictions except in compliance with Applicable Law and documented procedures.

7. PLAYER BALANCES; BONUS BALANCES; PROMOTIONS

7.1 Cash balances. All cash balances in Player wallets shall be transferred and made available under the Receiving Operator.

7.2 Bonus balances included. Bonus balances and promotional entitlements shall transfer, including:

- (a) bonus funds;
- (b) free spins;
- (c) loyalty points / VIP points;

- (d) active promotions; and
- (e) wagering requirements, progress, and associated conditions.

7.3 No adverse change. The Receiving Operator shall not materially worsen Players' existing bonus positions (e.g., reset wagering progress) due solely to the migration, except where required by Applicable Law or necessary to prevent fraud/abuse, in which case the Receiving Operator shall document the rationale and provide a reasonable explanation to affected Players.

7.4 Bonus abuse controls. The Receiving Operator may apply its anti-abuse terms to bonuses post-migration, provided it does so fairly, consistently, and with appropriate audit trails.

8. COMPLAINTS, DISPUTES, AND PRE-MIGRATION EVENTS

8.1 General rule. From the Migration Date, the Receiving Operator shall be the primary point of contact for all complaints and disputes, including those relating to pre-migration activity, to ensure a single customer-facing process.

8.2 Pre-migration liability allocation. As between the Parties:

- (a) the Migrating Operator remains responsible for regulatory breaches or unlawful acts attributable solely to its conduct prior to the Migration Date;
- (b) the Receiving Operator is responsible for servicing and resolving player disputes and paying valid player claims (including withdrawals) post-migration;
- (c) the Parties shall cooperate to investigate disputes involving pre-migration activity, including sharing logs and evidence.

8.3 Indemnity for pre-migration breach. The Migrating Operator shall indemnify the Receiving Operator for losses arising from proven pre-migration misconduct or breach of Applicable Law by the Migrating Operator, to the extent such losses are not caused by the Receiving Operator.

8.4 Player-friendly handling. The Parties agree to handle disputes in a manner that minimises player detriment and preserves brand integrity, consistent with Applicable Law.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual. Each Party represents and warrants that:

- (a) it is duly incorporated and in good standing;
- (b) it has authority to enter into this Agreement;
- (c) execution and performance do not violate any binding obligations;
- (d) it will comply with Applicable Law in performing this Agreement.

9.2 Migrating Operator warranties. The Migrating Operator further warrants that:

- (a) it has maintained the Database in the ordinary course of business and has not knowingly falsified material records;
- (b) it has implemented reasonable security measures to protect Player Data;
- (c) it is entitled to transfer the Database for business continuity and group operations, subject to Applicable Law;
- (d) the Player Balances are true and accurate in all material respects, subject to reconciliation procedures.

9.3 Receiving Operator warranties. The Receiving Operator further warrants that:

- (a) it holds the New Licence and is permitted to offer the services relevant to the Brand, subject to licence scope;
- (b) it has appropriate systems, policies, and controls to service Players, including AML/KYC and responsible gaming;
- (c) it will maintain appropriate security measures for the Database.

10. COVENANTS; TRANSITION ASSISTANCE

10.1 Transition services. The Migrating Operator shall provide reasonable transition assistance for 30 days following the Migration Date, including:

- (a) technical support for data transfer issues;
- (b) provision of historical logs and evidence for disputes;
- (c) assistance with reconciliation and reporting.

10.2 No interference. Following the Migration Date, the Migrating Operator shall not:

- (a) solicit migrated Players to a competing offering using the transferred Database; or
- (b) take actions that would reasonably be expected to disrupt the Receiving Operator's servicing of Players.

10.3 Third parties. The Parties shall cooperate to update payment, platform, and vendor arrangements as needed.

11. AUDIT; RECORDS; REGULATORY COOPERATION

11.1 Audit trails. The Parties shall maintain documentation evidencing:

- (a) the migration steps;
- (b) snapshot totals and reconciliation;
- (c) security controls used;
- (d) player communications and consent mechanics.

11.2 Regulatory cooperation. Each Party shall cooperate with reasonable requests from regulators, auditors, banks, and law enforcement related to the migration and player servicing, subject to Applicable Law.

11.3 Information sharing. The Migrating Operator shall provide, upon reasonable request, pre-migration records necessary for compliance reviews, dispute handling, and AML investigations.

12. CONFIDENTIALITY

12.1 Each Party shall keep confidential the terms of this Agreement and any confidential information received from the other Party, including the Database, except where disclosure is required by Applicable Law or competent authority.

12.2 Confidentiality obligations survive termination or expiry of this Agreement.

13. LIMITATION OF LIABILITY

13.1 Exclusions. Neither Party limits liability for fraud, wilful misconduct, or any liability that cannot be limited under Applicable Law.

13.2 Indirect loss. Subject to Clause 13.1, neither Party shall be liable to the other for indirect or consequential losses (including loss of profits, goodwill) arising out of this Agreement.

14. TERM; TERMINATION

14.1 This Agreement takes effect on the Effective Date and remains in force until all obligations are performed, including post-migration cooperation obligations.

14.2 Either Party may terminate for material breach not cured within seven days after written notice, provided that termination shall not unwind completed player migration unless required by Applicable Law.

14.3 Clauses intended to survive (including confidentiality, data protection, audits, and indemnities) shall survive termination.

15. FORCE MAJEURE

Neither Party shall be liable for failure to perform caused by events beyond reasonable control, provided it uses reasonable endeavours to mitigate impact and resume performance.

16. NOTICES

All notices under this Agreement shall be in writing and delivered by courier or email to:

Migrating Operator:
Attn: Legal Team | Email: Legal@xtendedgaming.com

Receiving Operator:
Attn: Legal Team | Email: Legal@xtendedgaming.com

Notices by email are deemed received when sent, provided no bounce-back is received.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement shall be governed by the laws of Costa Rica.

17.2 The courts of Costa Rica shall have exclusive jurisdiction, subject to any mandatory consumer law rights of Players.

18. MISCELLANEOUS

18.1 Entire agreement. This Agreement constitutes the entire agreement between the Parties regarding player migration.

18.2 Amendments. Any amendment must be in writing and signed by both Parties.

18.3 Counterparts. This Agreement may be executed in counterparts, including electronically.

18.4 Severability. If any provision is invalid, it shall be modified to the minimum extent necessary, and the rest remains effective.

18.5 No waiver. Failure to enforce a provision is not a waiver.

18.6 Assignment. Neither Party may assign this Agreement without the other's written consent, except to an Affiliate as part of group reorganisation, subject to Applicable Law.

SIGNATURES

For and on behalf of **BetMax Entertain N.V.**



eMoore N.V. as Managing Director 13/01/2026

Executed by C. van der Leeuw as Proxy Holder

For and on behalf of **3-102-941536 SRL**



[Shirelle Zammit \(Jan 13, 2026 18:06:25 GMT+1\)](#)

By means of a POA dated 20.10.2025



BetMax PLAYER MIGRATION AGREEMENT.pdf (SECURED)

Final Audit Report

2026-01-13

Created:	2026-01-13
By:	Max Azzopardi (maximillian.azzopardi@hitgamingltd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMcFBMCXRGjSmhre1LsaPIsMr7AppArFU

"BetMax PLAYER MIGRATION AGREEMENT.pdf (SECURED)" History

 Document created by Max Azzopardi (maximillian.azzopardi@hitgamingltd.com)

2026-01-13 - 4:02:42 PM GMT- IP address: 195.158.100.24

 Document emailed to shirelle@xtendedgaming.com for signature

2026-01-13 - 4:02:47 PM GMT

 Email viewed by shirelle@xtendedgaming.com

2026-01-13 - 5:06:08 PM GMT- IP address: 88.203.63.35

 Signer shirelle@xtendedgaming.com entered name at signing as Shirelle Zammit

2026-01-13 - 5:06:23 PM GMT- IP address: 88.203.63.35

 Document e-signed by Shirelle Zammit (shirelle@xtendedgaming.com)

Signature Date: 2026-01-13 - 5:06:25 PM GMT - Time Source: server- IP address: 88.203.63.35

 Agreement completed.

2026-01-13 - 5:06:25 PM GMT



Powered by
Adobe
Acrobat Sign

AMENDED ASSET SALE AGREEMENT

This Asset Sale Agreement (this "**Agreement**") is entered into on 14th January 2026 (the "**Effective Date**")

BETWEEN:

BetMax Entertain N.V., a company incorporated under the laws of Curaçao, with its registered office at Groot Kwartierweg 10 Livestrong Building, registered under number 163731, operating an online gaming business (the "**Seller**"); and

3-102-941536 SRL, a company incorporated under the laws of Costa Rica, with its registered office at San Pedro, Barrio Dent, del Centro Cultural Costarricense Norteamericano, 200 metros Norte y 50 Este, Edificio Ofident, oficina #3, registered under number 3-102-941536, operating an online gaming business (the "**Buyer**").

Each a "**Party**", together the "**Parties**."

1. BACKGROUND

1.1 The Seller operates an online gaming business under the brand BOMBASTIC, historically licensed in Curaçao.

1.2 The Buyer is an entity within the same ownership group and is intended to be the operating entity for the business going forward under an Anjouan licence.

1.3 The Parties wish to transfer certain assets of the online gaming business from the Seller to the Buyer, while player relationships, balances, and data are transferred pursuant to a separate Player Migration Agreement.

1.4 The Parties acknowledge that the Business is subject to significant outstanding liabilities, including loans and unpaid service provider balances, which exceed the standalone value of the Assets, as further detailed in **Annex A (Liabilities and Pending Payments)**.

2. DEFINITIONS AND INTERPRETATION

"**Assets**" means the assets listed in Clause 3 and Schedule 1.

"**Business**" means the online gaming business operated under the Brand.

"**Closing**" means completion of the sale of the Assets in accordance with this Agreement.

"**Player Migration Agreement**" means the player migration agreement entered into between the Parties on or about the date of this Agreement.

“Annex A” means the annex attached to this Agreement setting out known liabilities, loans, and pending payments relating to the Business as at the Effective Date.

Other capitalised terms shall have the meanings given elsewhere in this Agreement or in Schedule 2.

3. SALE AND PURCHASE OF ASSETS

3.1 Subject to the terms of this Agreement, the Seller hereby sells, assigns, and transfers to the Buyer, and the Buyer hereby purchases and accepts from the Seller, all of the Seller's right, title, and interest in and to the Assets, as is, and subject to the economic position described in Clause 4, as of Closing.

3.2 The Assets include, without limitation:

- a. the Brand and associated goodwill;
- b. domain names, websites, and social media accounts;
- c. intellectual property used in the Business;
- d. software licences and platform configurations (to the extent transferable);
- e. marketing materials, creatives, and historical campaign data;
- f. non-player business records and reports;
- g. vendor and affiliate relationships (to the extent assignable);
- h. player databases (subject to the Player Migration Agreement).

4. PURCHASE PRICE

4.1 The purchase price for the Assets shall be one Eur (1) (the **“Purchase Price”**).

4.2 The Parties acknowledge and agree that:

- a. the Business is subject to substantial outstanding liabilities, including loans and unpaid intercompany balances currently estimated at approximately EUR 7.9 million, as set out in Annex A;
- b. such liabilities materially exceed the standalone value of the Assets;
- c. Accordingly, the Parties agree that the fair economic value of the Assets transferred under this Agreement has been determined on an arm's-length basis.

5. CLOSING

5.1 Closing shall take place on 14th January 2026 or such other date agreed by the Parties (the **“Closing Date”**).

5.2 On Closing, the Seller shall:

- a. transfer control of the domains and Brand assets;
- b. deliver IP assignments where applicable;
- c. assign or novate transferable vendor and affiliate contracts;
- d. provide access credentials and administrative control to the Buyer.

5.3 On Closing, the Buyer shall assume operational control of the Business assets.

6. INTELLECTUAL PROPERTY

6.1 The Seller assigns to the Buyer all transferable intellectual property used in the Business, including trademarks (registered and unregistered), copyrights, designs, logos, and brand materials, as listed in Schedule 1.

6.2 To the extent any IP cannot be assigned immediately, the Seller grants the Buyer an exclusive, perpetual, royalty-free licence to use such IP pending formal assignment.

7. CONTRACTS AND THIRD-PARTY ARRANGEMENTS

7.1 The Seller shall use reasonable efforts to assign or procure the novation of vendor, software, affiliate, and service provider agreements relating to the Business.

7.2 Where novation is not possible, the Seller shall hold such contracts on trust for the Buyer and provide the Buyer with the economic benefit thereof until novation is completed, subject always to Clause 9.

8. EMPLOYEES AND PERSONNEL

8.1 This Agreement does not effect a transfer of employees unless expressly agreed in writing.

8.2 Any employee transfers shall be handled separately and in compliance with Applicable Law.

9. LIABILITIES

9.1 Assumption of Liabilities

Subject to Applicable Law and any required third-party consents, the Buyer hereby assumes, with effect from Closing, full economic responsibility for all outstanding intercompany liabilities, obligations, loans, and pending payments of the Seller relating to the Business, whether accrued, contingent, known, or unknown, including those listed in Annex A (the "**Assumed Liabilities**").

9.2 Scope of Assumed Liabilities

The Assumed Liabilities include, without limitation:

- a. all loans, shareholder loans, and intercompany balances relating to the Business;

- b. all outstanding amounts owed to software providers, payment service providers, affiliates, marketing partners, and other service providers;
- c. all accrued but unpaid expenses and payables relating to the Business;
- d. all contractual, commercial, and operational liabilities arising from the Seller's operation of the Business prior to Closing,

in each case whether arising before, on, or after Closing, to the extent relating to the Business.

9.3 Annex A and Adjustments

The liabilities and pending payments listed in Annex A:

- a. reflect the Parties' good-faith estimate as at the Effective Date;
- b. are subject to change, adjustment, reconciliation, settlement, accrual, and foreign exchange movements between the Effective Date and the date on which full operational and financial control of the Business accounts is transferred to the Buyer; and
- c. shall be deemed Assumed Liabilities regardless of any such changes and shall not affect the agreed Purchase Price of one Eur (1).

10. REPRESENTATIONS AND WARRANTIES

10.1 Seller warranties

The Seller represents and warrants that:

- a. it has good title to the Assets;
- b. the Seller has authority to enter into and perform this Agreement;
- c. the transfer of Assets does not knowingly violate any material third-party agreement;
- d. the Brand and IP are not knowingly infringing third-party rights.

10.2 Buyer warranties

The Buyer represents and warrants that:

- a. it has authority to enter into this Agreement;
- b. it holds or will hold all licences required to operate the Business post-Closing;
- c. it has the operational capability to run the Business.

11. INDEMNITIES

11.1 The Seller shall indemnify the Buyer against losses arising from:

- a. breach of Seller warranties;
- b. Seller's pre-Closing regulatory or IP breaches relating to the Assets.

11.2 Buyer Indemnity

The Buyer shall indemnify and hold harmless the Seller against all losses, claims, costs, and liabilities arising from or relating to:

- a. the Assumed Liabilities; and
- b. the operation of the Business and the Assets both before and after Closing,

except to the extent arising from fraud or wilful misconduct of the Seller.

12. LIMITATION OF LIABILITY

12.1 Nothing limits liability for fraud or wilful misconduct.

12.2 Subject to Clause 12.1, the Seller's aggregate liability under this Agreement shall not exceed the Purchase Price, being one Eur (1).

13. CONFIDENTIALITY

Each Party shall keep confidential the terms of this Agreement and any non-public business information disclosed in connection with it, except as required by law or regulator.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Costa Rica.

The courts of Costa Rica shall have exclusive jurisdiction.

15. MISCELLANEOUS

15.1 Entire agreement. This Agreement constitutes the entire agreement between the Parties.

15.2 Amendments. Any amendment must be in writing and signed by both Parties.

15.3 Counterparts. This Agreement may be executed in counterparts, including electronically.

15.4 Severability. If any provision is invalid, it shall be modified to the minimum extent necessary, and the rest remains effective.

15.5 No waiver. Failure to enforce a provision is not a waiver.

15.6 Assignment. Neither Party may assign this Agreement without the other's written consent, except to an Affiliate as part of group reorganisation, subject to Applicable Law.

SIGNATURES

For BetMax Entertain N.V.



Name: eMoore N.V.

Title: Managing Director

Date: 13/01/2026

Executed by C. van der Leeuw as Proxy Holder

For 3-102-941536 SRL

Name: Shirelle Zammit

Title: By means of a POA dated 20.10.2025

Date: 01/13/2026



Shirelle Zammit (Jan 13, 2026 18:06:04 GMT+1)



SCHEDULE 1 — ASSETS

- Brand name(s) and goodwill
- Domain names: www.bombastic.com
- Websites and CMS
- Logos, trademarks, design files
- Marketing creatives and historical data
- Affiliate accounts and relationships
- Software licences (to the extent transferable)
- Non-player operational documentation
- Player lists and database (subject to Player Migration Agreement)

ANNEX A — LIABILITIES AND PENDING PAYMENTS

This Annex A sets out a non-exhaustive list of liabilities, loans, and pending payments relating to the Business which are assumed by the Buyer pursuant to Clause 9.

BetMax Entertain N.V.	
Statement of Financial Position as at	31/12/2025
	EUR
INTANGIBLE ASSETS	104,456
FINANCIAL ASSETS	5,000
PREPAYMENTS AND ACCRUED INCOME	22,041
CASH AND CASH EQUIVALENT	26,153
TOTAL ASSETS	157,650
EQUITY	7,933,294
ACCOUNTS PAYABLE	(3,914,993)
ACCRUED EXPENSES	(100,951)
LONG TERM LIABILITIES	(4,075,000)
TOTAL EQUITY AND LIABILITIES	(157,650)

The Parties acknowledge and agree that:

- the amounts listed are indicative and subject to reconciliation;
- balances may increase or decrease between the Effective Date and the date of full account and operational handover;
- all such liabilities, whether finally determined or not, shall constitute Assumed Liabilities of the Buyer; and
- nothing in this Annex shall alter the agreed Purchase Price of one Eur (1).

BetMax Entertain ASSET SALE AGREEMENT.pdf (SECURED)

Final Audit Report

2026-01-13

Created:	2026-01-13
By:	Max Azzopardi (maximillian.azzopardi@hitgamingltd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA95UxEbnpPJMqvudHmOx3ZZTJaDR3ypiS

"BetMax Entertain ASSET SALE AGREEMENT.pdf (SECURED)" History

 Document created by Max Azzopardi (maximillian.azzopardi@hitgamingltd.com)
2026-01-13 - 4:01:02 PM GMT- IP address: 195.158.100.24

 Document emailed to shirelle@xtendedgaming.com for signature
2026-01-13 - 4:01:06 PM GMT

 Email viewed by shirelle@xtendedgaming.com
2026-01-13 - 5:05:46 PM GMT- IP address: 88.203.63.35

 Signer shirelle@xtendedgaming.com entered name at signing as Shirelle Zammit
2026-01-13 - 5:06:02 PM GMT- IP address: 88.203.63.35

 Document e-signed by Shirelle Zammit (shirelle@xtendedgaming.com)
Signature Date: 2026-01-13 - 5:06:04 PM GMT - Time Source: server- IP address: 88.203.63.35

 Agreement completed.
2026-01-13 - 5:06:04 PM GMT



Powered by
Adobe
Acrobat Sign