

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the “**Agreement**”) is entered into and effective as of the 9 day of July 2025 (the “**Effective Date**”), by and between **Dong Hyuk SHIN**, an individual bearing a South Korean Passport no. M39232843, residing at Suite 301, Seokwon Building, Sambongro 60, Jongno-gu, South Korea 03158 (the “**Seller**”) and **Tai-Chun YEH**, an individual bearing a Chinese Passport no. 360847810 residing at F4, No.41, Minzu Rd., Xindian District, New Taipei City, Taiwan 231038 (the “**Purchaser**”). Each of the Seller and the Purchaser may be referred to hereinafter as a “**Party**”, and collectively, as the “**Parties**”.

WHEREAS, the Seller is the sole and exclusive owner of five thousand (5,000) ordinary shares, of nominal value €1 each of **Zozo Technology B.V.**, a company incorporated under the laws of Curacao under registration number 165255, with its registered office at Kaya Richard J. Beaujon z/n, 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 wishes to sell the Shares to the Purchaser, and the Purchaser wishes to purchase the Shares from the Seller, upon the terms and subject to the conditions set forth in this Agreement, in consideration for an amount reflecting the fair market value of the shares, as determined with reference to the Company's financial condition, including its accumulated losses as of the date hereof;

WHEREAS, the Parties are interested in formalizing their agreement in writing and set forth the terms and conditions of the proposed transaction in this share purchase agreement.

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*

Subject to the terms of this Agreement, the Seller agrees to sell, and the Purchaser agrees 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 for an aggregate purchase price of forty-two thousand two hundred and fifty euros (€42,250) (the “**Consideration**”), which reflects the Fair Market Value of the Shares as determined with reference to the Company's financial performance, including its accumulated losses in the prior fiscal year.

The Consideration shall be paid in full upon Closing and may be settled either:

(i) in fiat currency via wire transfer to a bank account designated by the Seller; or
(ii) in cryptocurrency (e.g., USDT, USDC, or BTC) through a direct transfer between digital wallets held in the names of the Purchaser and the Seller, such as through Binance or other mutually agreed non-custodial wallets, provided that such transfer complies with all applicable anti-money laundering (AML), sanctions, and regulatory requirements.

The Consideration 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 in full by the Purchaser, the Seller waives any claim against the Purchaser in connection with the Sale and/or the Consideration.

3. License

3.1. The Parties acknowledge that according to Curacao law, any changes in ultimate beneficial ownership of licensed gaming companies are subject to the prior approval by the Curacao Gaming Authority (the “**Gaming Board**” and the “**Gaming Board Approval**”, respectively).

4. Conditions Precedent to Closing

4.1. The completion of the Sale, against payment of the Consideration, is subject to the fulfillment at or before the Closing Date, of the following conditions precedent (“**Closing Conditions**”), and the Purchaser shall not be obligated to consummate the closing of the transactions contemplated hereby if any one or more of the Closing Conditions shall have not been fulfilled. Any one or more of the Closing Conditions set forth hereunder, may be waived in writing, in whole or in part, by the Purchaser, which waiver shall be at the sole discretion of the Purchaser:

4.1.1 The representations and warranties made by the Seller in Section 6.2 shall have been true and correct when made and shall be true and correct in all material respects at the Closing Date.

4.1.2 The Purchaser has successfully completed the KYC process with the Company's current corporate service provider (G-Force Corporate Services B.V.) (“**G-Force**”) and has executed an agreement with G-Force for the provision of corporate services.

4.1.3 The Seller and Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing Date.

4.1.4 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 Purchase at the Closing Date. Without derogating from the generality of the aforesaid: (i) the Parties have obtained the Gaming Board Approval, approving the change of ownership in the Company from the Seller to the Purchaser; and (ii) the Seller has duly notified the Master License Holder of the transaction contemplated hereby in accordance with the terms of the IP Agreement and received the Master License Holder's approval thereof.

4.1.5 No Material Adverse Effect shall have occurred on or prior to the Closing. For the

purpose of this Agreement, the term “**Material Adverse Effect**” means a material adverse effect on the business (other than as made in the ordinary course of business of the Company), as now conducted or as proposed to be conducted, the assets, financial condition, liabilities or operations of the Company.

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 Conditions set forth in this Section 4.

5. *Representations and Warranties*

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

5.1.1 It has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement;

5.1.2 The entering into this Agreement has been duly authorized by all requisite actions; and

5.1.3 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.

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

5.2.1 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.

5.2.2 Seller has made available to Purchaser true and complete copies of the Company's, if applicable, articles of incorporation, certificate of incorporation, charter, by-laws, articles of formation, certificate of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a person, including any amendments thereto.

5.2.3 All corporate actions on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and its exhibits, the performance of all obligations of the Company hereunder and thereunder, and the authorization, issuance, sale, and delivery of the Shares being sold hereunder, have been or will be taken prior to the Effective Date; and this Agreement and all exhibits hereto have been executed and delivered by the Company's duly authorized representative(s) and constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

5.2.4 The authorized and registered share capital of the Company is 5,000 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.

- 5.2.5 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.
- 5.2.6 Other than the approvals expressly specified under Section 4 hereinabove, no approval, consent or other authorization is required for the consummation of the transactions contemplated under this Agreement by the Company, nor shall it require any notice of or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time, would constitute a default under, or cause or give rise to any right of termination, cancellation or right of recapture under, or result in the acceleration or loss of a benefit under any Contract, and/or cause the suspension or revocation or loss of a benefit under the License or the IP Agreement. For the purposes hereof, "**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization (whether or not a legal entity and whether foreign or domestic), including without limitation any governmental authority, and including, for the avoidance of doubt the Master License Holder and the Gaming Board.
- 5.2.7 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.
- 5.2.8 The Company has no indebtedness, commitments, obligations and other liabilities, whether absolute, accrued, matured or unmatured, liquidated or unliquidated, contingent (or based upon any contingency), known or unknown, determined, determinable, fixed or otherwise, whenever or however arising, or whether due or to become due, including any fines, penalties, losses, costs, interest, charges, expenses, damages, assessments, deficiencies, judgments, awards or settlements.
- 5.2.9 The Company has been operated only in Curacao, in compliance with, and has not violated any applicable laws and regulations and standards, including, for the avoidance of doubt, any applicable law governing or relating to the conduct of gaming or gambling and related activities or the ownership, operation, management or development of any gaming or gambling operations, including the rules, regulations, and orders of the Gaming Board or other applicable governmental authorities.
- 5.2.10 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.

5.2.11 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.

5.2.12 The Company has accurately prepared and timely filed all tax returns or tax reports in all relevant jurisdictions. The Company has not made any elections under applicable laws or regulations that would have a Material Adverse Effect on the Company, or the business, condition, operations, or assets of the Company. The Company has withheld or collected the amount of all applicable taxes if and when it was required to do so and has paid such taxes to the proper tax authorities, receiving officers or authorized depositories. The Company is not currently liable for any tax (whether income tax, capital gains tax, or otherwise). None of the income tax returns of the Company has ever been audited by governmental authorities, no deficiency assessment or proposed adjustment of income or payroll taxes of the Company is pending, and there are no proposed liability for any tax to be imposed.

5.2.13 No broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisors, investment banker's fee or commission or similar payment in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Company or the Seller.

6. Indemnification

6.1. Each representation and warranty in Section 6.2 hereof is deemed to be made on the Effective Date and at the Closing Date and shall survive and remain in full force and effect for a period of 36 months following the date of the Closing Date, other than representations and warranties set forth in Sections 6.2.1-6.2.5 that shall survive and remain in full force and effect until the end of the applicable statute of limitation. The aforesaid limitations shall not apply in the event of fraud or willful misrepresentation of the Seller.

6.2. In the event of any claim brought by the Purchaser(s) for breach or misrepresentation of any covenant, warranty or representation made by the Seller, the Seller shall indemnify the Purchaser and hold it harmless from any and all losses, damages, costs, obligations, liabilities, settlement payments, awards, judgments, taxes, fines, penalties, deficiencies or other charges (including, without limitation, any such losses, damages, costs, obligations, liabilities, settlement payments, awards, judgments, taxes, fines, penalties, deficiencies or other charges resulting from, associated with or comprised of loss of profits, loss of use or revenue and diminution in value such as a decrease in the value of the Shares) (collectively, "**Loss**"), sustained or incurred by Purchaser as a result of or in connection with:

6.2.1 the inaccuracy or breach of any representation, warranty, agreement or covenant of the Seller hereunder;

6.2.2 any occurrence or circumstances related to or arising out of matters relating to the Company in the period before the Closing Date;

- 6.2.3 Any claim brought by any third party in respect of any facts, circumstances, actions or omissions that occurred or existed before the Closing Date, even if such facts, circumstances, actions or omissions are discovered, or produce their effects, thereafter;
- 6.2.4 the legality of Company's licensing procedure for its lawful operations due to or arising out of matters relating to Company's operations prior to the Closing Date;
- 6.2.5 The legality of the IP Agreement including any breach of the warranties or misrepresentations of any of the covenants, warranties, representations, undertakings and/or agreements made by the Company in the IP Agreement; and
- 6.2.6 Any tax liability imposed on the Company by any tax authority in respect of any facts, circumstances or omissions that occurred or existed up before the Closing Date, even if such facts, circumstances or omissions are discovered, or produce their effects, thereafter, or otherwise arising out of matters relating to the period before the Closing Date.

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. Miscellaneous

8.1. 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.

8.2. 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, except for the Purchaser, which shall have the right to assign or transfer any and/or all of its rights and obligations hereunder to any of its Affiliates. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors. For the purposes of this Agreement, "**Affiliates**" means, with respect to any person or entity, another person or entity directly or indirectly Controlling, Controlled by, or under common Control with that person or entity. "**Control**" shall mean with respect to any entity, (i) the holding of a majority of the voting power in a corporation or of the right to appoint a majority of the directors or members of a similar body having a similar function in a corporation, and (ii) the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, including without limitation the ownership of the majority of the voting stock of any such entity. The term "Controlling" and "Controlled" shall have a correlative meaning.

8.3. 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.

- 8.4. 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.
- 8.5. 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.
- 8.6. 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).
- 8.7. Governing Law and Jurisdiction. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, including its existence, validity and termination, shall, at the request of any Party, be finally resolved in accordance with the rules of the London Court of International Arbitration (the “LCIA”) which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three, with each party appointing one, and the LCIA appointing the third, who would also serve as the head of the arbitral tribunal. The arbitration shall be conducted in English in London, UK (both seat and venue). Subject to applicable Law, the Parties shall have the right to seek interim relief, at any time before and after the arbitration tribunal has been appointed, up until the arbitrators have made their final award, and no permission from the arbitrator shall be required.
- 8.8. 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: Suite 301, Seokwon Building, Sambongro 60, Jongno-gu, South Korea 03158
Attention: Dong Hyuk SHIN
E- Mail: dhshin4988@gmail.com

If to the Purchaser: Address: F4, No.41, Minzu Rd., Xindian District, New Taipei
City, Taiwan 231038
Attention: Tai-Chun YEH
E- Mail: intela71718@gmail.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.

- 8.9. Counterparts, Facsimile or Scanned 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. 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.

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

THE PURCHASER

Dong Hyuk Shin

Tai-Chun Yeh