

Share Purchase Agreement

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**"), is made and entered into this MARCH 11, 2024 (the "**Effective Date**") by and between:

(i) the "**Seller**"

Full Name	COJOCARU IOANA-ILINCA
Nationality	ROMANIA
Passport No.	061036305
Residential Address	
Communication/Contact Method	

(ii) the "**Company**"

Sold Entity Name	Aquarius Entertainment N.V
No. of shares in the Company	500
Jurisdiction	Curacao
Company No.	161153
Type of License	Curacao Standard Sub License
License No.	GLH-OCCHKTW0708182022
Regulatory Entity	MASTER LICENSE HOLDER 365/JAZ

And:

(iii) the "**Purchaser**"

Full Name	YANG, TSUNG-IAN
Nationality	REPUBLIC OF CHINA
Passport No.	360192228
Residential Address	
Communication/Contact Method	

Purchaser, Seller and Company shall jointly be referred to herein as the "**Parties**" and each, a "**Party**".

WHEREAS the Parties hereto were introduced to each other by the Intermediary; and

WHEREAS the Seller desires to sell to the Purchaser and the Purchaser desires to purchase from the Seller, all of the Shares in the Company in exchange for the Purchase Price, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Definitions**

"**Intermediary**" means **Atena Services Limited.**, a private limited company incorporated under the laws of Hong Kong, with registration number 3134476, and whose address and principal is located at Unit 912, 9/F, Two Harbortfront, 22 Tak Fung Street, Hunghom, Kowloon, Hong Kong

"**Shares**" the Seller's shares in the Company, representing 100% of the Company's capital.

"**Purchase Amount**" is the total amount actually transferred by the Purchaser in connection with the transaction described herein as agreed in the Finder Agreement signed between the Purchaser and the Intermediary.

"**Seller's Share**" – an amount equal to the Purchase Amount less the Intermediary's Fee as agreed in the Finder Agreement signed between the Seller and the Intermediary.

"**Transaction**" the acquisition of the Shares by the Purchaser.

"**Closing**" is the completion of the acquisition of the Shares by the Purchaser, under which the full consideration is transferred to the Intermediary's designated escrow account.

"**Intermediary's Fee**"- commission derived from the Purchase Amount and paid to the Intermediary upon the successful completion of the Transaction which is equal to the Purchase Price minus the Seller's Share.

2. **Sale; Closing; Completion.**

- 2.1. At the Closing and subject to and upon the terms and conditions of this Agreement, the Seller shall sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, all of the outstanding shares of the Company, free and clear of all third-party rights.
- 2.2. On or prior to the Closing, the Purchaser shall transfer the agreed Purchase Amount to the Intermediary's designated escrow account, in form of wire transfer or any other payment method as accepted by the Intermediary.
- 2.3. The Intermediary shall transfer the Seller's Share to the Buyer within 5 days from receiving the Purchase Amount to its escrow account.
- 2.4. For avoidance of doubt, the Parties agree that the Intermediary's Fee shall be deducted by the Intermediary, out of the Purchase Amount and the Parties hereby waive any claim or demand in connection therewith.
- 2.5. Commencing from the receipt of the Purchase Amount by the Intermediary, the Seller shall promptly transfer the Shares to the Purchaser, and provide the Purchaser with a duly executed Share Transfer Deed ("STD"), in the form attached hereto as **Appendix A**.
- 2.6. The Seller shall take all necessary actions, including those specifically relevant with respect to Company's license as issued by the applicable Regulator (the "**Regulator**");
- 2.7. It is expressly agreed that the sale of the Company includes its wholly-owned subsidiary, LEGEM LTD, a company incorporated under the laws of Cyprus, with the corporation number HE436553 (the "**Subsidiary**"). The Buyer shall acquire all rights, title, and interest in the Subsidiary, including but not limited to its assets, intellectual property, contracts, and liabilities, as part of the purchase of the Company.

3. Purchaser's Representations and Warranties.

Purchaser hereby represents and warrants to Seller as follows:

- 3.1. Purchaser has the full power and authority to enter into this Agreement and to carry out its obligations hereunder.
- 3.2. This Agreement has been duly executed and delivered by Purchaser and creates a legal, valid and binding obligation of Purchaser and enforceable against Purchaser in accordance with its terms.
- 3.3. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with or violate any law, regulation, court order, judgment or decree applicable to Purchaser or any agreement to which Purchaser is a party, or, in the case of any such law, regulation, court order, judgment, decree or agreement, by which the property of Purchaser is bound or affected.
- 3.4. With respect to Seller's representations and warranties under Section 4.10 below, while having provided accurate information regarding the current status of the Subsidiary's accounts with the EMIs mentioned below, Purchaser hereby represents that it understands and acknowledges that Seller cannot guarantee that these accounts will remain open, active, or available to the Subsidiary subsequent to the execution of this Agreement. The continuation of these accounts is subject to the policies, terms, and conditions imposed by the respective EMI, as well as applicable laws and regulations, over which the Seller has no control.

4. Seller's Representations and Warranties.

Seller hereby represents and warrants to Purchaser as follows:

- 4.1. The Seller has full power and authority to enter into this Agreement and to carry out its obligations hereunder.
- 4.2. This Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of the Seller and enforceable against Seller in accordance with its terms.
- 4.3. The Company is duly organized, validly existing, in good standing under the laws of the state of its incorporation and has the corporate power and authority to carry on its business as it is now being conducted.
- 4.4. The Company is legally qualified to carry on its business and has received all of the Regulator authorizations to provide its services (as such term is defined by applicable laws and regulations), and is duly operating under its license.
- 4.5. Seller and/or Company shall obtain all consents of, filings and registrations with, and notifications to, all regulatory authorities required for consummation of the Transaction. No consent obtained from any regulatory authority which is necessary to consummate the Transaction shall be conditioned or restricted in a manner which would materially adversely impact the economic or business benefits of the Transaction by this Agreement that, had such condition or requirement been known, such Party would not, in its reasonable judgment, have entered into this Agreement.
- 4.6. Except as Purchaser may otherwise consent in writing prior to the Closing, Seller and/or Company will not enter into any transaction, take any action, or fail to take any action which would result in or could reasonably be expected to result in or cause any of the representations and warranties of Seller contained in this Agreement to be void, invalid, or false.
- 4.7. There is no action, suit, proceeding, claim or investigation by any person, entity, or governmental entity pending or, to Seller's knowledge, threatened against it or the Company before any governmental entity that impedes or is likely to impede its ability to consummate the Transaction.
- 4.8. Company has fully complied, and complies, with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, or other applicable Anti Money Laundering and Terrorist Financing legislation.
- 4.9. The Seller and the Company has timely prepared and filed all federal, state, and local tax returns and reports as are and have been required to be filed, and all taxes shown thereon to be due have been paid in full, including but not limited to sales tax, withholding tax, and all other taxes of every

nature.

4.10. The Company, including the Subsidiary and affiliated entities, is not a party to, nor is it bound by, any outstanding debt, loan, line of credit, or other form of indebtedness, whether secured or unsecured, including but not limited to bank loans, notes payable, bond obligations, lease obligations that are in the nature of debt, or other financial liabilities.

4.11. As of the Effective Date of this Agreement, the Subsidiary maintains operational accounts with the following Electronic Money Institutions (EMIs): Criuspay, Ibanflex, and Narvi. These accounts are used in the ordinary course of business for the management of the Subsidiary's financial transactions and operational needs.

5. **Dispute resolution.**

5.1. Any dispute, controversy, or claim arising out of or relating to this agreement shall be referred to and finally resolved by arbitration in accordance with the rules of arbitration of the Cyprus Arbitration Association. The seat of arbitration shall be in Nicosia, Cyprus. The language of the arbitration shall be English. The arbitration award shall be final and binding on both parties and may be enforced in any court of competent jurisdiction.

5.2. Without derogating from the abovementioned and prior to initiating any Demand for Arbitration, each Party shall negotiate with the other, bona fide, in connection with, or in relation to, the interpretation, performance or breach of this Agreement, all in an attempt to solve any such dispute.

6. Any information disclosed between the Parties shall be kept in strict confidence, and returned to the disclosing Party immediately upon termination or expiration of this Agreement.

7. **Notice.** All notices shall be given by one Party to the other in writing and shall be presumed given and made to the other Party (i) if served personally – at the time it is served; (ii) if sent by email/WhatsApp/Telegram twenty-four (24) hours after it is sent.

8. **Miscellaneous.**

8.1. This Agreement constitutes the entire understanding between the Parties in relation to its subject matter and it replaces all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the Parties or any of them, whether orally or in writing (and, if in writing, whether or not in draft form) with respect to such subject matter.

8.2. This Agreement may not be transferred, assigned, pledged or hypothecated by any Party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8.3. This Agreement may be executed by facsimile or scanned document via email in two or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

8.4. This Agreement may only be changed, amended or otherwise modified by a written instrument executed by both Parties.

8.5. Any term of this Agreement may be waived only by a written document executed by the Party entitled to the benefits of any such term.

8.6. In the event that any of the provisions of this Agreement shall be held by a court, arbitrator or any other body of competent jurisdiction, to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the Parties agree to negotiate, in good faith, a substitute, enforceable provision which most nearly effects the Parties' intent.

IN WITNESS WHEREOF, this Share Purchase Agreement is executed as of the date first above written.

COJOCARU IOANA-ILINCA
SELLER

By: [Signature]
Title: DIRECTOR

楊宗瑛 Tsung-Ian Yang
PURCHASER

By: _____
Title: _____

[Signature]
COMPANY
By: COJOCARU IOANA-ILINCA
Title: DIRECTOR

Appendix A
Share Transfer Deed ("STD")