

DOMAIN SALE AGREEMENT

This Trademarks and Domain Sale Agreement ("Agreement") is entered into as of **29th August 2024** ("Effective Date") by and between:

On the one part:

Black Cave Ltd, a limited liability company bearing company registration number C-89520, having its registered address at Forth Business Centre, Level 02, Suite 05, Testaferrata Street, Ta' Xbiex, Malta, hereinafter the "**Seller**"

and

On the second part:

Latiform B.V., a company registered in Curacao bearing registration number 160604 and having its registered office at Scharlooweg 39, Willemstad, Curacao, 9120, hereinafter the "**Buyer**".

RECITALS:

WHEREAS the Seller is also the rightful owner of the domain www.casinobetzz.com (hereinafter the "Domain").

WHEREAS the Seller desires to sell the Domain to the Buyer.

WHEREAS Buyer desires to purchase the Domain from the Seller, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SALE OF TRADEMARKS:

- 1.1 The Buyer agrees to purchase the Domain from Seller for the total purchase price of five hundred Euro (€500), payable by Buyer to the Seller in full upon signature of this Agreement.
- 1.2 The purchase price shall be paid by Buyer to Seller via bank transfer as designated to the Buyer. The parties agree that the payment shall be non-refundable except as otherwise provided herein.
- 1.3 Upon execution of this Agreement, the Seller agrees to transfer ownership and control of the Trademarks and the Domain to Buyer. In the event that the Buyer fails to pay the purchase price in accordance with clause 1.1, the Buyer shall immediately and without delay transfer ownership and control of the Domain back to the Seller, upon a written request by the Seller.

- 1.4 The Buyer shall assume all responsibility for the Domain, including but not limited to any costs associated with the transfer, registration fees, and any other expenses related to the Domain from the date of transfer.

2. REPRESENTATIONS AND WARRANTIES:

2.1 The Seller represents and warrants to the Buyer that:

- (a) The Seller is the lawful and rightful owner of the Domain;
- (b) The Domain is free and clear of all liens, encumbrances, or claims of third parties;
- (c) The Seller has the full right, power, and authority to transfer the Domain to the Buyer;
- (d) There are no pending disputes, legal actions, or claims challenging the Seller's ownership or right to transfer the Domain.

2.2 The Buyer represents and warrants to the Seller that:

- (a) The Buyer has the full right, power, and authority to enter into this Agreement and to perform all of the Buyer's obligations hereunder;
- (b) The Buyer is not purchasing the Domain for any unlawful purpose;
- (c) The Buyer has conducted its own due diligence regarding the Domain and acknowledges that it is purchasing the Domain "as is" with no warranties, express or implied, except as expressly provided herein.

3. INDEMNIFICATION:

3.1 The Seller agrees to indemnify, defend, and hold harmless the Buyer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of the respective seller's representations and warranties set forth in Section 2 above.

3.2 The Buyer agrees to indemnify, defend, and hold harmless the Seller from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of the Buyer's representations and warranties set forth in Section 2 above.

4. ADDITIONAL PROVISIONS:

4.1 The Buyer agrees to use the Domain only for lawful purposes and in compliance with all applicable laws, regulations, and third-party agreements.

4.2 The Buyer is entitled to transfer the Domain to a separate entity within the Buyer's corporate group structure, provided that prior written consent is given by the Seller.

4.3 All the parties agree to keep confidential all terms and conditions of this Agreement, including the purchase price, and shall not disclose such information to any third party without the prior written consent of the other party, except as required by law.

5. MISCELLANEOUS:

5.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

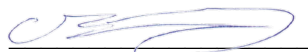
5.2 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

6. GOVERNING LAW:

6.1 This Agreement shall be governed by and construed in accordance with the laws of Malta without regard to its conflict of laws principles.

6.2 Any and all disputes arising out of or as a direct result of this Agreement shall be subject to the exclusive jurisdiction of the Courts of Malta.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



Carlo Borg, Director, Black Cave Ltd,
Seller



Nathaniela Kwidama, obo Allyant Group B.V., Director
Jennifer Streedel obo Allyant Group B.V. as Proxy holder
Buyer



Signed on 30 of August 2024