

AGREEMENT

This agreement (the "**Agreement**") is entered into as of October 2nd, 2025 (the "**Effective Date**") by and between **Malvin Tan Buenaventura**, passport number P8868643C, residing in 116 Hawthorn, Cedar Crest, Acacia Estates, Bambang, Taguig City, Philippines ("**Purchaser**"), and **Ilan Shemesh**, passport number 34501315, residing in 7 Livyatan str, Holon 5858811, Israel (the "**Seller**")

WHEREAS the Seller holds the entire issued share capital of NewEra B.V, a company incorporated and established under the laws of Curaçao (registration number 157707) (the "**Company**"), consisting of one share (with number 1) with a nominal value of 1 Euro (the "**Shares**");

WHEREAS the Seller wishes to sell the Shares to the Purchaser and the Purchaser wishes to purchase the Shares from the Seller;

WHEREAS the parties wish to set forth in writing herein their agreement relating to the purchase of the Shares;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Interpretation

1.1. The following terms, as used herein, have the following meanings:

1.1.1. "**Affiliate**" means, with respect to any Person, any Person directly or indirectly Controlling, Controlled by, or under common Control with such other Person.

1.1.2. "**Associated Person**" means any employee, director, shareholder, agent, subcontractor, distributor, franchisee, corporation, partnership, joint venture, trust, unincorporated association or organization, employed by, acting for or otherwise associated with or affiliated to a party hereto, as the case may be.

1.1.3. "**Closing**" has the meaning attributed to it in Article 3.1.

1.1.4. "**Closing Date**" has the meaning attributed to it in Article 3.1.

1.1.5. "**Confidential Information**" means any material and other information which is non-public proprietary information relating to any of the parties and/or any of their businesses. Confidential Information shall also include without limitation, the existence, subject matter and provisions of this Agreement as well as any copies of this Agreement.

1.1.6. "**Consideration**" means EUR 10,000 (ten thousand Euros).

1.1.7. "**Control**" means the holding of at least 50% of the voting power in a corporation, or of the right to appoint at least half of the directors or members of a similar body having a similar function in a corporation.

1.1.8. "**Domain Name**" means casinofarouk.com

1.1.9. "**Lien**" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including without limitation any conditional

sale or other title retention agreement or lease in the nature. thereof), any trust, any filing or agreement to grant, deposit or file a pledge or financing statement as debtor under applicable law, or any subordination arrangement in favor of another Person.

1.1.10. "**Person**" means an individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

1.1.11. "**Surviving Domain**" means CasinoFarouk.com.

- 1.2. The recitals hereto consist an integral part of this Agreement.
- 1.3. The headings of the Articles of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- 1.4. Until the Closing Date, the Purchaser shall be considered a party, and Company and the Seller shall be considered the other party; on and/or after the Closing Date, the Purchaser and the Company shall be considered a party, and the Seller shall be considered the other party.

2. **Sale of Shares; Consideration**

- 2.1. Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase from the Seller and the Seller agrees to sell, transfer, assign and deliver to the Purchaser at the Closing, free and clear of all Liens, all in accordance with and subject to this Agreement, all right, title and interest in and to all of the Shares.
- 2.2. The Shares shall be transferred from the Seller to the Purchaser for the Consideration, to be paid as follows: 25% of the Consideration (the "**First Consideration**") within 7 days from the Effective Date; 75% of the Consideration (the "**Second Consideration**") will be paid within six months following the Closing Date.
- 2.3. The parties agree that the Shares and the Company are sold as-is, and that the Seller shall not be responsible in any form and/or manner to any and all debts and liabilities of the Company, created prior to, on or after the Effective Date, and the Seller shall not be required to settle and/or pay such debts and liabilities; all – regardless of whether the debts and liabilities are known or unknown, existent now or in the future, regardless of the size, amount or sum of any debt and/or liability.

3. **Closing**

- 3.1. The closing (the "**Closing**") of the transfer and assignment of the Shares to the Purchaser, shall take place, no later than 60 (sixty) days from the Effective Date (unless the parties agree to extend such date in writing), at a time and date agreed between the parties. Such time and date of Closing are herein referred to as the "**Closing Date**". On or prior to the Closing Date, and without derogating from the provisions of Article 2.2:
 - 3.1.1. The Seller shall deliver to the Purchaser duly executed instrument for the transfer of the Shares; and
 - 3.1.2. The Purchaser shall deliver the First Consideration to the Seller.

4. Representations and Warranties of the Seller

The Seller represents and warrants to the Purchaser as follows:

- 4.1. This Agreement has been duly executed and delivered by the Seller and constitutes the valid and binding obligations of the Seller and is enforceable in accordance with its respective terms.
- 4.2. The Seller is the sole shareholder of the Company, and no Person except the Seller is entitled to any right to participate in any distribution of assets by the Company in the event of its liquidation or dissolution;
- 4.3. The sale of the Shares pursuant to this Agreement is for consideration negotiated on arm's length terms, and in the opinion of the Seller such price reflects the fair market value of the Shares; the Seller has such requisite knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this Agreement and the transactions contemplated herein. The Seller has had an opportunity to obtain the advice of counsel, accountants and other advisers deemed desirable prior to executing this Agreement; and
- 4.4. The Company has entered into an asset purchase agreement with a third party prior to the Effective Date (the "APA") and that following such APA, the Company sold the Domain Names to such third party, and that notwithstanding this Agreement, the closing of the APA shall occur after the Effective Date and that nothing in this Agreement affects the transfer of the Domain Names, the APA and/or the closing of the APA; following which, the Company shall own only the Surviving Domain.

5. Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Seller that:

- 5.1. This Agreement has been duly executed and delivered by it, constitutes its valid and binding obligations, and is enforceable in accordance with its respective terms;
- 5.2. The execution, delivery and performance of this Agreement do not and will not violate, conflict with, result in a breach of or constitute a default under or result in the creation of any Lien under any judgment, order, decree, ruling or injunction; and
- 5.3. The Purchaser acknowledges that the Company has entered into the APA and that following such APA, the Company sold the Domain Names to a third party, and that notwithstanding this Agreement, the closing of the APA shall occur after the Effective Date and that nothing in this Agreement affects the transfer of the Domain Names, the APA and/or the closing of the APA; following which, the Company shall own only the Surviving Domain.

6. Additional Covenants of the Parties

- 6.1. Each party shall provide the other party with such reasonable assistance, including without limitation the provision of available relevant records or other information, as may be reasonably requested by any of them in connection with the implementation and closing of this Agreement.
- 6.2. Each party will use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable

under applicable laws and regulations to consummate the transactions contemplated by this Agreement. Each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in the Purchaser good and marketable title to the Shares.

- 6.3. The Purchaser shall transfer the Second Consideration to the Seller within six months from the Closing Date.

7. **Confidential Information**

- 7.1. Each party receiving Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") shall: (i) hold the Confidential Information of the Disclosing Party in confidence and protect the Confidential Information at least to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose and not less than reasonable means; (ii) not make any use of the Confidential Information of the Disclosing Party, save as provided for under this Agreement; (iii) not disclose and/or transfer the Confidential Information of the Disclosing Party to any third party; (iv) restrict disclosure of Confidential Information of the Disclosing Party solely to those of its employees or consultants with a "need to know", and will advise those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information and shall be responsible and liable for any breach of confidentiality by such employees or consultants; (v) return all Confidential Information of the Disclosing Party made available hereunder, including copies thereof, to the Disclosing Party or destroy the same (as certified to the Disclosing Party) at the first written request of the Disclosing Party.
- 7.2. The obligations of the Disclosing Party pursuant to Article 7.1 will not extend to any information that (i) becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the Receiving Party or any of its Affiliates or Associated Persons; (ii) is acquired without a confidentiality undertaking by such party from a third party which was not under an obligation to the Disclosing Party not to disclose such information; (iii) has been approved for release by written authorization of the Disclosing Party; or (iv) has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after being required to make such disclosure, the Receiving Party shall give the Disclosing Party a written notice of being required to make such disclosure.

8. **Indemnification**

- 8.1. Each party (the "**Indemnifying Party**") shall compensate, protect, defend, indemnify and hold harmless the other party and its Affiliates and Associated Persons (each an "**Indemnified Person**" and collectively the "**Indemnified Persons**") from and against any and all losses, costs, damages, penalties, fines, interest, liabilities, taxes, Liens, fees (including, without limitation, attorneys' fees and expenses, costs of investigation, court costs and costs of defense) and expenses, that any of the Indemnified Persons suffer and/or incur (i) by reason of or in connection with any failure of any of the representations and warranties made by the Indemnifying Party, to be true and correct in all respects as of the

Effective Date and/or the Closing Date, as applicable, or (ii) in connection with any breach of any term or provision of this Agreement by the Indemnifying Party. Provided, however, that the maximum payment and/or indemnification according to this Agreement shall not exceed the Consideration actually paid to the Seller.

- 8.2. Furthermore, in no event will either party be liable toward the other party for any special, indirect, incidental, punitive or consequential damages, including damages for loss of profits, business, revenue, economic advantage and/or data.

9. **Miscellaneous**

- 9.1. This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof and thereof and supersedes, nullifies and terminates all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof and thereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto.
- 9.2. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the parties, specifically indicating that it is intended to amend this Agreement. No failure or delay by either party in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.
- 9.3. Each party shall bear its own respective costs and expenses related to this Agreement and the performance of its obligations hereunder.
- 9.4. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this 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.
- 9.5. Any notice required or permitted hereunder shall be in writing and shall be delivered by courier, registered mail or email to the other party hereto at the respective addresses set forth above (as may be changed by each party from time to time, provided that a notice of such change was provided to the other party). Any notice shall operate and be deemed to have been served on the same day of transmission by email or delivery by courier or 5 (five) days after the date of dispatch by registered mail.
- 9.6. This Agreement shall exclusively be governed by and construed in accordance with the law of Curaçao. The parties agree that the courts of Curaçao shall have exclusive jurisdiction to hear and determine any suit action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement, and for such purposes they hereby irrevocably submit to the jurisdiction of such courts. The parties agree not to assert that such jurisdiction is a "forum non-conveniens" or any similar argument attempting to avoid the

jurisdiction of the courts of Curaçao. Nothing in this Article prohibits the enforcement of any decision, order or judgment of a Curacao court in any other jurisdiction.

- 9.7. Nothing in this Agreement, expressed or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
- 9.8. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have signed this Agreement as of the Effective Date.

Ilan Shemesh

Malvin Tan Buenaventura

The undersigned, being the legal representative of the Company, acknowledges the transfer of the entire share capital of the Company, with number 157707, from Ilan Shemesh to Malvin Tan Buenaventura and confirms that entry thereof has been made in the Company's shareholders' register.

NewEra B.V., on its behalf, Managing Director