

KEEP ON ENTERTAINMENT N.V. SHARE PURCHASE AND SALE AGREEMENT

This Share Purchase and Sale Agreement (this "Agreement") is made and entered into on 3 December 2025 (the "Transfer Date") by and between:

- (1) the persons listed as sellers in Schedule 1 (each a "Seller" and together the "Sellers"); and
- (2) the person listed as buyer in Schedule 1 (the "Buyer").

Each Seller and the Buyer is a "Party" and together the "Parties".

1. Background

1.1 The Sellers are the legal and beneficial owners of the shares in Keep On Entertainment N.V., a company incorporated in Curaçao with company number 168271 and registered office at Kaya W.F.G. (Jombi) Mensing 24 Unit 4, Willemstad, Curaçao (the "Company").

1.2 The Company is the holder of a Curaçao gaming licence OGL/2024/2279/1202 issued by the Curaçao Gaming Authority ("CGA Licence"), covering the domain keeponwin.com.

1.3 The Sellers wish to sell, and the Buyer wishes to purchase, all of the Sellers' shares in the Company on the terms of this Agreement.

1.4 This Agreement is intended to document the sale and transfer and to support any required notifications, filings, and compliance with CGA (or successor) regulatory requirements.

2. Definitions

Unless the context otherwise requires, capitalized terms have the meanings given in this Agreement or in the Schedules.

"Shares" means all of the issued and outstanding ordinary shares in the capital of the Company (100% of issued share capital), as identified in Schedule 1.

"Purchase Price" means €110,000 (one hundred ten thousand Euros).

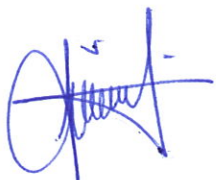
"Company Documents" means the documents listed in Schedule 2.

"Effective Date" means the Transfer Date.

"Losses" means losses, liabilities, damages, costs, and expenses (including reasonable legal fees) finally awarded or settled.



FERDİYE KARATAŞ / f.ferdiye
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Email: fferdiye@gmail.com

TS ✓  

I, Ferdiye Karataş, confirm
this is an accurate
copy of the original

Date: 05/12/25



3. Sale and Purchase

3.1 Subject to the terms of this Agreement, each Seller sells and transfers to the Buyer, and the Buyer purchases and accepts from each Seller, the Shares free of all liens, pledges, and encumbrances.

3.2 Title to the Shares passes to the Buyer on the Transfer Date.

3.3 This Agreement records and confirms a completed economic transfer between the Parties on the Transfer Date.

4. Consideration and Payment

4.1 The total purchase price for the Shares is the Purchase Price.

4.2 The Buyer confirms that the Purchase Price has been paid to the Sellers in the amounts and by the method stated in Schedule 1 on or before the Transfer Date. The Sellers acknowledge receipt in full and confirm they have no further claim in respect of the Purchase Price.

5. Deliverables on Transfer Date

On the Transfer Date, the Sellers shall deliver to the Buyer (to the extent applicable):

- (a) executed share transfer instruments and updated shareholders' register reflecting the Buyer as shareholder;
- (b) corporate approvals required for the transfer (including a board/shareholder resolution); and
- (c) copies of the Company Documents or confirmation that they are held in the Company's legal file and available to the Buyer upon request.

The Buyer shall deliver evidence of payment of the Purchase Price if not already provided.

6. Sellers' Warranties (Limited)

Each Seller warrants to the Buyer that on the Transfer Date:

- 6.1 the Seller is the sole legal and beneficial owner of its Shares and has full power and authority to sell and transfer them;
- 6.2 the Shares are fully paid (if applicable) and not subject to any encumbrance;
- 6.3 the execution and performance of this Agreement does not breach any law or binding agreement applicable to the Seller;
- 6.4 to the Seller's knowledge, the Company is duly incorporated and in good standing, and holds the gaming licence(s) and approvals necessary for its operations as of the Transfer Date; and





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6.5 Except for the warranties in this Clause 6, no other warranties are given and all other warranties are excluded to the fullest extent permitted by law.

7. Survival, Claims, and Liability Limits

7.1 The warranties in Clause 6 survive for twelve (12) months from the Effective Date, except that warranties relating to title, capacity, authority, and tax survive for twenty-four (24) months.

7.2 Fraud or wilful misrepresentation is not subject to any time limit or liability cap.

7.3 The Sellers' aggregate liability for any claim arising under or in connection with this Agreement is limited as set out in Schedule 3.

8. Regulatory Cooperation

8.1 The Parties shall cooperate in good faith to make any necessary notifications, filings, or updates to the CGA or any other relevant authority in connection with the transfer of the Shares.

8.2 Each Party shall provide reasonable information and documents required for such processes, including UBO/KYC materials where lawfully required.

9. Confidentiality

The Parties shall keep the terms of this Agreement and any non-public Company information confidential, except where disclosure is required by law, regulation, or a competent authority.

10. Taxes, Costs, and Expenses

Unless otherwise agreed, any transfer taxes, stamp duties, and registration fees arising from the documentation of the sale and the registration of the transfer shall be borne by the Buyer. Each Party shall bear its own legal, notarial and professional fees.

11. Notices

Any notice under this Agreement shall be in writing and delivered to the addresses/emails in Schedule 1 (or any updated address notified in writing). Notices are deemed received on delivery if by hand/courier, or on the first business day after sending if by email, provided no bounce-back is received.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Curaçao.

Any dispute arising out of or in connection with this Agreement shall be finally resolved by arbitration administered by the International Chamber of Commerce (ICC) under the ICC Rules, before a sole arbitrator seated in Curaçao, unless the Parties otherwise agree.



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13. Miscellaneous

13.1 Entire Agreement. This Agreement (including the Schedules) constitutes the entire agreement between the Parties regarding the sale and purchase of the Shares.

13.2 Amendments. Any amendment must be in writing and signed by all Parties.

13.3 Assignment. The Buyer may assign its rights to an affiliate upon written notice; the Sellers may not assign without the Buyer's consent.

13.4 Counterparts. This Agreement may be executed in counterparts, including electronically, and each counterpart is deemed an original.

14. Execution

The Parties have executed this Agreement on the Transfer Date.

T9 ~ [Signature] [Signature] [Signature]



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SCHEDULE 1 – THE SELLERS, SHARES, PRICE, TRANSFER DATE AND NOTICES

Company: Keep On Entertainment N.V.

Company No. (Curaçao): 168271

Registered Office: Kaya W.F.G. (Jombi) Mensing 24 Unit 4, Willemstad, Curaçao

Total issued share capital: 100 ordinary shares of EUR 1.00 each (100% of issued capital)

N o.	Seller / Buyer	Registered / Service Address	Passport / ID No.	No. of Shares	% of Issued Share Capital	Consideration / Payment
1	Seller – Ayça Gürtekin	Aydemet Mah., Şht. Derviş Mehmet Street, Door 5, Lefkoşa / Nicosia	L00312149	25	25%	As per Parties' arrangement; included in total Purchase Price
2	Seller – Tuncay Yusuf	Zümrüt Sokak No:19, Gönyeli	L00320144	25	25%	As per Parties' arrangement; included in total Purchase Price
3	Seller – Mustafa Güney	Mis Çiçeği Sok. Hane Y. Kent, Gönyeli	L00240064	25	25%	As per Parties' arrangement; included in total Purchase Price
4	Seller – Derviş Gürtekin	Aydemet Mah., Şht. Derviş Mehmet Street, Door 5, Lefkoşa / Nicosia	L00312078	25	25%	As per Parties' arrangement; included in total Purchase Price
5	Buyer – Abdullah Cüneyt Yusuf	10. Sokak No:9A Gelibolu Bölgesi, Lefkoşa, Northern Cyprus; Email: abdullah@kktcbet.com	144642910	-	-	Total Purchase Price €110,000 paid in full on or before Transfer Date

Transfer Date: 3 December 2025.

TS ~ [Signature] [Signature] [Signature] [Signature]

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SCHEDULE 2 – COMPANY DOCUMENTS (CHECKLIST)

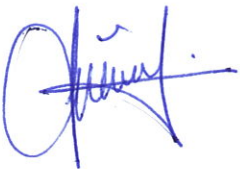
The following documents are maintained in the Company's legal file and are incorporated by reference:

- Articles of Association / Articles of Incorporation (true copy)
- Commercial Register Excerpt for Keep On Entertainment N.V.
- Current Shareholders' Register (pre-transfer) and Updated Shareholders' Register (post-transfer)
- Register of Directors (current and post-transfer if any change)
- Board/Shareholder resolutions approving the transfer
- CGA Licence and CGA Licence Certificate
- UBO/KYC package for Sellers, Buyer and Director, including passports, POAs, and proof of address
- Domain ownership proof and operational handover documents (if any)
- Evidence of payment of the Purchase Price

SCHEDULE 3 – LIABILITY LIMITS

Unless fraud or wilful misrepresentation applies:

- De minimis per-claim threshold: EUR 500 (claims below this amount are disregarded).
- Basket (aggregate threshold before claims payable): EUR 5,000.
- Cap (maximum aggregate liability of all Sellers): the Purchase Price actually received by the Sellers.
- No consequential, indirect, or punitive damages are recoverable.

TS ✓    



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EXECUTION BLOCKS

FOR AND ON BEHALF OF THE SELLERS

Seller – Ayça Gürtekin

Signature: _____

Date: 3 December 2025

Seller – Tuncay Yusuf

Signature: _____

Date: 3 December 2025

Seller – Mustafa Güney

Signature: _____

Date: 3 December 2025

Seller – Derviş Gürtekin

Signature: _____

Date: 3 December 2025

Director – Menno Jordaan, as director of Starkeast Management B.V. (acknowledging and recording the transfer)

Signature: _____
DocuSigned by: _____
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Date: 3 December 2025

FOR AND ON BEHALF OF THE BUYER

Buyer – Abdullah Cüneyt Yusuf

Signature: _____

Date: 3 December 2025

WITNESS (optional)

Name: _____

Signature: _____

Date: 3 December 2025



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