

SHARE SALE AND TRANSFER AGREEMENT

THIS SHARE SALE AND TRANSFER AGREEMENT is made with effect from the 6th day of August 2024 by and between:

1. **Mr. Oleksandr Nikolaenko**, holder of a Ukrainian passport number ME971770, residing at Kyiv region, Podilskiy, Pravdy Avenue, House 88, Apt 75, Ukraine (**the "Vendor"**);

and
2. **Mr. Vladyslav Hryban**, holder of a Ukrainian passport number FE691388, residing at 61A Polkova str. Apt. 7, 04078 Kyiv, Ukraine (**the "Purchaser"**)

WHEREAS:

- (A) **NETGAME ENTERTAINMENT N.V.** is a company incorporated under the laws of Curaçao and having its registered office at Chuchubivweg 17, Curaçao registered at the Curacao Chamber of Commerce & Industry under registration number 127096, (**the "Company"**).
- (B) The vendor is the registered owner of 1 registered share with a nominal value of USD 1.00, numbered 1 in the issued share capital of the Company, which share constitutes the entire issued share capital of the Company (the "Share").
- (C) The Vendor wishes to sell, and the Purchaser wishes to purchase the Share according to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. Subject to the terms and conditions hereof, the Vendor hereby sells and transfers the Share to the Purchaser and the Purchaser hereby purchases and accepts the Share from the Vendor, free from all liens, charges and encumbrances and with all rights attached thereto of whatever nature.
2. **PURCHASE AND SALE:** Vendor hereby agrees to transfer, sell and convey to the Purchaser a total of 1 share in the issued share capital of the Company.
3. The Purchaser, **Mr. Vladyslav Hryban**, shall receive and purchase from Vendor 1 share (the "Share"), numbered 1 with a par value of One United States Dollars (US\$ 1.00) in the issued share capital of the Company, which share represents one hundred percent (100%).

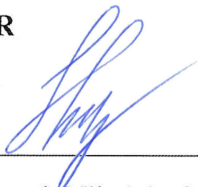
4. **PURCHASE PRICE:** The purchase price for the Share shall be One United States Dollars (US\$ 1,-) (the "Purchase Price").
5. The purchase price for the share has been paid to Vendor for which acquaintance is hereby given by Vendor to Purchaser.
6. The Vendor warrants the validity of the Share and its ownership thereof free of any encumbrances, security interests or liens of any kind and is fully entitled and vested with all required power of authority to transfer the Share to the Purchaser.
7. All dividends which shall be paid on the Share as of the date of transfer shall be for the benefit of Purchaser.
8. The transfer of the Share sold and purchased as referred to herein shall take place by the execution of the present Agreement and the written acknowledgement thereof by the Company, which acknowledgement shall be annotated on the present Agreement.
9. Vendor declares to transfer under this agreement the legal and beneficial ownership of the Share, and Purchaser declares to accept the legal and beneficial ownership of the Share.
10. The Vendor hereby warrants and represents to the Purchaser and/or its assigns that, except as otherwise disclosed in writing prior to the date of completion of this Agreement:
 - a. The Vendor is the registered owner of the Share, and the Share is free from any option, lien or other encumbrance other than contained in the Company's Articles of Incorporation or in this Agreement and comprise the total outstanding share capital of the Company. No options, or similar rights to subscribe for or otherwise acquire Share in the Company are outstanding.
 - b. The Company is registered as properly established and existing under Curaçao law, entitled to carry on such business as is conducted now.
 - c. No court proceedings are pending and there are no facts or circumstances known to the Vendor to date which could lead to court Proceedings.
11. Parties herewith irrevocably waive their right to dissolve or rescind this agreement or to demand its dissolution or recession.
12. There exist no options or other rights under which any person may demand the transfer of the Share sold under this agreement.
13. The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
14. The parties waive all their rights under the Curaçao law to demand dissolution or annulment of this agreement.

15. Except as otherwise required by law, all announcements, notices and other communications pursuant to this Agreement will be delivered to the addresses mentioned in the heading of this Agreement or such other address as one party has communicated to the other parties.
16. This Agreement shall be governed by and construed in accordance with the laws of Curaçao. For the exclusive benefit of the Purchaser, the Purchaser and the Company hereby irrevocably submit to the jurisdiction of the Curaçao Courts in connection with any disputes arising under this Agreement. This submission by the Purchaser and the Company to such jurisdiction will not preclude the Purchaser from taking proceedings in any appropriate Court of any other jurisdiction, whether concurrently or not.
17. This Agreement may be executed in one or more counterparts or on one or more signature pages, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS whereof the undersigned have caused their hands to be set on this Agreement as of the date first above written.

For and on behalf of

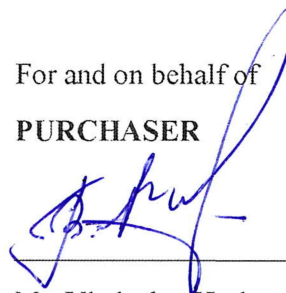
VENDOR



Mr. Oleksandr Nikolaenko

For and on behalf of

PURCHASER



Mr. Vladyslav Hryban

ACKNOWLEDGEMENT

The Company hereby acknowledges the transfer of the Share herein laid down, which transfer will be duly recorded in the Shareholders Register of the Company.

Signed with effect from the 6th day of August 2024,

For and on behalf of

CAPITAL TRUST CORPORATION N.V.

By: Mr. Roland E.G. de Mei

