

Curaçao Gaming Authority (CGA)
Scharlooweg 172-174
Willemstad, Curaçao

**Regarding: Discontinuation of Online
Gaming License OGL/2024/340/0480**
Curisle N.V.

Date

January 7, 2026

Dear Sirs,

We hereby inform you that the Board of Directors of **Curisle N.V.**, a limited liability company established in Curaçao and registered under number **150895** at the Curaçao Chamber of Commerce and Industry, has resolved to discontinue and withdraw from the online gaming license granted by your Authority under reference number **OGL/2024/340/0480**.

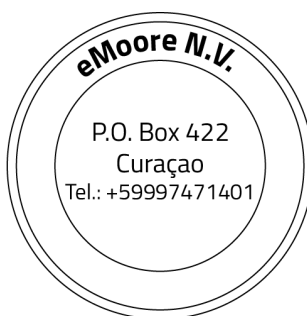
We respectfully request that you update your records to reflect this withdrawal and consider this communication as formal notice of the termination of the license of Curisle N.V. with the Curaçao Gaming Authority.

Should you require any further information or documentation to complete this process, please do not hesitate to contact us.

Sincerely yours,



eMoore N.V., Managing Director
Repr.by : Chantal van der Leeuw
Proxy holder



EM Group

Curaçao - Livestrong Office - Groot Kwartierweg 10 - +5999 7471401

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BOARD RESOLUTION

The undersigned, being the Managing Director of,

Curisle N.V.

a limited liability company, duly organised and existing under the laws of Curacao, established in Curacao, registered at the Curaçao Chamber of Commerce and Industry under number 150895, having its registered address at Groot Kwartierweg 10, Curacao, hereinafter referred to as the “**Company**”.

WHEREAS the Company has a gaming application, with reference number OGL/2024/340/0480, at the Curaçao Gaming Authority, which currently has its registered office at Scharlooweg 172-174, Curaçao (hereinafter referred to as the “CGA”);

WHEREAS the Company had been granted the license to offer games of chance under license number OGL/2024/340/0480 in accordance with the National Ordinance on Games of Chance;

WHEREAS subsequent developments, including considerations related to the preferences of the Company’s strategic decisions, have led the Company to reconsider its position;

WHEREAS the Company shall discontinue and withdraw its license from the CGA;

WHEREAS the Managing Director believes that withdrawing the license from the CGA is in the best interest of the Company.

DO HEREBY ADOPT the following resolutions:

1. To approve and ratify the decision to withdraw the license granted by the CGA, with license number OGL/2024/340/0480;
2. To ratify all actions taken and/or documents signed, sealed or otherwise executed and delivered in relation to the discontinuation of the application process with the CGA.

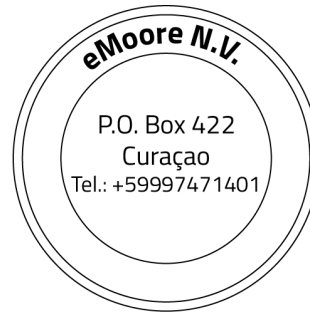
Dated this January 7, 2026.



eMoore N.V. - Managing Director to the Company

Repr. By: Mrs. Chantal van der Leeuw

Title: Proxy Holder



DATED 30th October 2025

CURISLE N.V.

as Seller

CENTRIX CAPITAL INC.

as Buyer

ASSET TRANSFER AGREEMENT



Bryan Cave Leighton Paisner

Bryan Cave Leighton Paisner LLP

Governor's House 5 Laurence Pountney Hill London EC4R 0BR
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

Contents

Clause	Name	Page
1	Definitions and interpretation	1
2	Agreement for sale	6
3	Consideration	6
4	Conditions to Completion	8
5	Completion	8
6	Liabilities	10
7	Migration of Business Interests	10
8	Employees	11
9	Misplaced Interests	12
10	Warranties	12
11	Post-Completion provisions	14
13	Announcements and confidentiality	15
14	Assignment	15
15	Entire agreement	16
16	Further assurance	16
17	Costs and Payments	17
18	Termination	17
19	Rights and remedies of the Buyer	18
20	Cumulative rights	18
21	Third party rights	18
22	Waiver	18
23	Variations	18
24	Invalidity	18
25	Communications	19
26	Counterparts	19
27	Governing law and jurisdiction	19

Schedule	Name	Page
1	Business IPR	20
1	Part 1 Trade marks	20
1	Part 2 Domain Names	20
1	Part 3 Social Media Accounts	21
2	Warranties	22
2	Part 1 Assets	22
2	Part 2 Trading and financial	23
2	Part 3 Employees	27
2	Part 4 Information technology and Intellectual Property	27
2	Part 5 Capacity, accounts and information	30
2	Part 6 Taxation	32
3	Seller protection provisions	33
Execution Page		35

Documents in the agreed form

- Assignments of the Intellectual Property Rights being (i) an assignment by Maliom Ltd of the EU trade marks to Centrix Capital Inc (ii) an assignment of Japanese trade marks to Centrix Capital Inc; and (iii) an assignment from Eastrock Valley Solutions Ltd to Centrix Capital Inc of the IP derived from the ERVS Services Agreement dated 1 January 2021.
- Transitional Services Agreement
- Data Processing Agreement

DATED 30th October 2025

PARTIES

- (1) **CURISLE N.V.**, a company organised and existing under the laws of Curaçao with registration number 150895 whose registered office is at Groot Kwartierweg 10, Livestrong Building, Curaçao (the "**Seller**")
- (2) **CENTRIX CAPITAL INC.**, a company organised and existing under the laws of Belize with registration number 173248 whose registered office is at No. 15 A Street, Belize City, Belize (the "**Buyer**")

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Affiliate**" means, in relation to a body corporate, any subsidiary, subsidiary undertaking, holding company or parent undertaking of such body corporate, and any subsidiary or subsidiary undertaking of any such holding company or parent undertaking from time to time.

"**Assets**" means the assets to be purchased by the Buyer from the Seller or a member of the Seller's Group as described in Clause 2.2.

"**Bets**" means real money stakes or wagers placed by players.

"**Business**" means B2C gambling services under the brand "Mystino".

"**Business Day**" means a day (other than a Saturday or Sunday) on which the clearing banks in Curaçao, Belize and the City of London are open for business.

"**Business Interests**" means the Assets.

"**Business IPR**" means all the Intellectual Property Rights owned or used or exploited by the Seller in relation to the Assets including:

- (a) the 'Mystino' brand (including the Trade Marks) and Goodwill;
- (b) the Player Database and all associated rights;
- (c) the M-Wave Application;
- (d) the Domain Names;
- (e) the Social Media Account;
- (f) user experience (UX) and design assets, including all brand guidelines, wireframes, and related creative materials; and
- (g) those rights in respect of which details are set out in Schedule 1 (*Business IPR*).

"**Buyer's Group**" means the Buyer and each member of its Group.

"Buyer's Solicitors" means Bryan Cave Leighton Paisner LLP, Governor's House, 5 Laurence Pountney Hill, London EC4R 0BR.

"Chargebacks" means any amounts that are reversed or refunded as a result of a dispute, claim, or other action initiated by a customer, payment provider, or financial institution.

"Completion" means completion of the sale and purchase of the Business Interests in accordance with Clause 5 (*Completion*).

"Condition" means a condition of Completion as listed in Clause 4.1.

"Consideration" has the meaning given to it in Clause 3.1.

"Curaçao Licence" means the licence to offer games of chance under licence number OGL/2024/340/0480 in accordance with the National Ordinance on Games of Chance (Landsverordening op de kansspelen, P.B. 2024, no. 157) granted by the Curaçao Gaming Authority on 19 May 2025 and which is current at the Transfer Time.

"Customers" means Existing Customers and New Customers.

"Data Protection Legislation" has the meaning given to such term in paragraph 12 of Schedule 2.

"Disclosure Letter" means the letter from the Seller to the Buyer relating to the Warranties.

"Domain Names" means the domain names listed in Schedule 1, Part 2 (*Domain Names*).

"Existing Customers" means individuals who are registered in the Player Database prior to Completion.

"Employees" means those persons employed by the Seller or other members of the Seller's Group or other third party contractors that work in the Business as at the date of this Agreement.

"Employment Regulations" means Council Directive 2001/23/EC of 12 March 2001 together with any national laws or equivalent legislation in other relevant jurisdictions that regulates the treatment of employees on a transfer of business.

"Encumbrance" means a mortgage, charge, pledge, lien, hypothecation, option, right of pre-emption, conversion or set-off, reservation of title or other security or interest or third party right of any description or nature.

"EU Trade Mark" means the registered trade mark for the European Union, short particulars of which are as set out in Schedule 1, Part 1 (*Trade marks*).

"Excluded Liabilities" has the meaning given to it in Clause 6.2.

"Goodwill" means the goodwill of the Seller associated with carrying on the Business, together with the exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Seller and the exclusive right to use the name "Mystino".

"Group" means, in relation to an undertaking, that undertaking and its subsidiary undertakings from time to time, any parent undertaking of that undertaking and all other subsidiary undertakings of such parent undertaking from time to time.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, the confidential information of the Seller (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Japan Trade Marks" means the registered trademarks for Japan, short particulars of which are set out in Schedule 1, Part 1 (*Trade marks*).

"Licence" means the Curaçao Licence.

"Losses" means all reasonable, direct, out-of-pocket costs, expenses, liabilities, damages and losses (excluding loss of profit, consequential, special or punitive losses) actually incurred by a party, and (in the case of legal or other professional costs and expenses) only to the extent reasonably and properly incurred in connection with the matter giving rise to the claim.

"Material Adverse Change" means any event, circumstance, development, or change, or effect that has had or could reasonably be expected to result in: (i) a significant loss of active Customers or data integrity; (ii) any actual or threatened regulatory or legal action involving the Player Database; (iii) any change that would materially affect the ability of the Buyer to use or license the Player Database in accordance with applicable law or business expectations; or (iv) a significant decrease in the value, integrity, accuracy, legality, or usability of the Player Database.

"Migration" means the full and effective transfer, integration, and deployment of the Business Interests from the Seller to the Buyer in accordance with Clause 7 (*Migration of Assets*).

"Migration Date" means the date on which Migration is complete and the Buyer or an entity to which the Buyer has licensed the Assets commences operation of the Business through the Buyer's platform.

"Migration Process" means the full and effective transfer, integration, and deployment of the Business Interests from the Seller to the Buyer in accordance with Schedule 4 of the Transitional Services Agreement.

"M-Wave App" means the mobile application known as "M-Wave Application" used in connection with the Business, and including all source code, object code, related documentation, updates, and versions related thereto.

"Net Gaming Revenue" or "NGR" means, in respect of a calendar month, all Bets less the following deductions: (i) real money winnings paid out to Customers in respect of the Bets; (ii) void wagers (where the stake or wager is returned to Customers); (iii) Chargebacks; (iv) promotional or bonus money provided to end users where the wagering requirements (if any) have been met; (v) any taxes paid

or payable by the Buyer related to the gambling activity (including gaming taxes or duties and any sales tax on digital services where applicable); and (vi) jackpot contributions (the portion of each qualifying wager or stake that is allocated and set aside by the operator to fund progressive or pooled jackpot prizes).

"New Customers" means individuals who register in the Player Database for the Mystino brand after Completion, provided that such registration is not the result of a migration or transfer of customer accounts from any other brand owned or operated by the Buyer or any member of the Buyer's Group.

"Open Bet" means any bet that has been placed by a Customer with the Seller prior to the applicable Migration Date that has not been settled by the applicable Migration Date.

"Past Contracts" means the contracts (written or oral) relating to the Business entered into by or on behalf of the Seller or a member of the Seller's Group in the three (3) years up to the date of this Agreement.

"Player Balances" means the withdrawable funds (also known as "cash" or "real money") and Bonuses held in or associated with the registered accounts of Customers in the Player Database.

"Player Database" means any lists and/or databases storing any information and/or data relating to Existing Customers of the Business which is used, held by or under the control of the Seller or a member of the Seller's Group as at Completion including, but not limited to, account information (including wagers, patterns of play, interactions, restrictions and self-exclusion information (where relevant)), the membership and correspondence history of any Existing Customers, loyalty information and marketing opt-in / or opt-out lists, together with all preliminary drafts or earlier versions of such lists and/or databases and associated preparatory materials.

"Reference Date" means 30 July September 2025.

"Relevant Tax Authority" means any tax authority to which a party accounts for VAT purposes.

"Relevant Winnings" means the amounts payable as winnings to Customers at the point of Migration.

"Seller's Bank Account" means the account in the name of the Seller (Curisle N.V. REFERENCE A16111119) at Moorwand, 28 Dukes Place, London, GB - EC3A 7LP: SWIFT/BIC MOOWGB22XXX, IBAN GB75MOOW00993527037662

"Seller's Group" means the Seller and each member of its Group and any other undertaking that (i) provides B2B services to the Seller or a member of its Group in connection with the Business including but limited to:

- Eastrock Valley Solutions Limited; and
- Secure Entertainment Limited; and
- Deltaceros AB; or

(ii) owns, holds or has access to the Assets.

"Seller's Solicitors" means solicitors acting on behalf of the Seller.

"Social Media Accounts" means the social media accounts, short particulars of which are set out in Schedule 1, Part 3 (*Social Media Accounts*).

"Surviving Provisions" means Clause 1 (*Definitions and interpretation*), Clause 12 (*Announcements and confidentiality*) and Clause 13 (*Assignment*).

"Tax" or **"Taxation"** includes all present and future forms of tax, duties, imposts, contributions, withholdings, deductions, charges, levies and sums payable on account of the foregoing whatsoever and whenever imposed, charged or demanded by a Tax Authority in the nature of tax (including any amount payable as a result of counteraction, adjustment or set off by a Tax Authority in relation to any liability to tax, interest on unpaid tax, repayment of tax or interest or repayment supplement in respect of a repayment of tax), and all amounts recoverable by a Tax Authority as if they were tax (or by any other person by virtue of any entitlement arising by operation of law) and shall be deemed to include the cost of removing any charge over assets imposed by any Tax Authority and in each case all charges, interest fines, penalties and surcharges arising from or incidental, or relating, to them.

"Tax Authority" means any governmental, state, federal or other fiscal, revenue, customs or excise authority, department, agency, body or office whether in Curaçao or elsewhere in the world having authority or jurisdiction for any Tax purpose.

"Third Party Consent" means a consent, licence, approval or other authorisation required from a third party for the transfer to the Buyer of the Assets, or the waiver of any right of termination which may otherwise arise on account of such a transfer.

"Trade Marks" means the EU Trade Mark and the Japan Trade Marks.

"Transfer Time" has the same meaning as Completion.

"Transaction Documents" means this Agreement and the documents entered into in connection with it.

"Transitional Services Agreement" means the transitional services agreement in the agreed form to be entered into between [the Seller and the Buyer].

"VAT" means any value added tax, sales tax or similar consumption tax placed on the provisions of goods and/or services throughout the world.

"Warranties" means the representations and warranties of the Seller contained in Schedule 2 (*Warranties*).

1.2 In this Agreement, unless otherwise stated, reference to:

- (a) a document being "**in the agreed form**" is to that document in the form approved and for identification purposes signed or initialled by or on behalf of each of the parties to it; and
- (b) a statute or statutory provision includes a reference to:
 - (i) any statutory amendment, consolidation or re-enactment of it to the extent in force at the date of this Agreement;
 - (ii) all orders, regulations, instruments or other subordinate legislation made under it to the extent in force at the date of this Agreement;

- (iii) any statute or statutory provision of which it is an amendment, consolidation or re-enactment; and
 - (iv) any analogous statute or statutory provision in any applicable jurisdiction;
 - (c) a “**person**” includes a legal or natural person, partnership, association, trust, company, corporation, joint venture, government, state or agency of the state or other body;
 - (d) a governmental, local governmental, regulatory or administrative authority or agency includes its successors; and
 - (e) a Clause or Schedule is to a clause of or schedule to, this Agreement and any reference to this Agreement includes its Schedules.
 - (f) the terms “parent undertaking”, “subsidiary undertaking” and “undertaking” shall be interpreted in accordance with the UK Companies’ Act 2006.
- 1.3 In this Agreement the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 1.4 The headings in this Agreement are for ease of reference only and are to be ignored when interpreting this Agreement.
- 2 AGREEMENT FOR SALE**
- 2.1 The Seller shall sell with full title guarantee free from any Encumbrances, and the Buyer shall purchase, with effect from the Transfer Time and the Assets with all attached and accrued rights as at the Transfer Time.
- 2.2 The Assets comprise the following:
- (a) the Business IPR;
 - (b) know your customer (KYC) verification documentation and processes;
 - (c) password hashes and user authentication data; and
 - (d) player balances and associated payment obligations which are not yet reflected in the player balances.
- 2.3 Upon and subject to the terms of this Agreement, risk in the Assets shall pass to the Buyer at the Transfer Time. Title to the Assets shall pass at the Transfer Time except as provided otherwise in this Agreement. Title to all Assets which can pass by delivery shall pass by delivery at the Transfer Time in accordance with this Agreement.
- 3 CONSIDERATION**
- 3.1 The purchase consideration for the Business Interests (the “**Consideration**”) shall be calculated and satisfied in the following manner (subject to Clauses 3.3 and 3.4 below):
- (a) Stream 1 – as from Completion, the Seller shall receive an amount equal to fifteen percent (15%) of monthly NGR generated from Existing Customers

for a period of thirty-six (36) months from the Completion Date ("**Stream 1 Monthly Fee**"); and

- (b) Stream 2 – as from Completion, the Seller shall receive an amount equal to fifteen percent (15%) of monthly NGR derived from New Customers, provided that once the aggregate consideration paid or deemed paid to the Seller under this stream 2 reaches four million Euros (€4,000,000) ("**Stream 2 Monthly Fee**") the Seller will not be entitled to any further amounts under this Clause 3.1(b).
- (c) Buyer shall provide the Seller with a monthly reconciliation report detailing the key transactions that define the NGR calculation as per the definition for the previous month. The format and detail of the report to be mutually agreed by both parties post migration. Any report to be provided within seven (7) days in the subsequent month from the reported month.

3.2 Subject to Clauses 3.3 and 3.4 below, the Buyer shall pay to the Seller the aggregate of the Stream 1 Monthly Fee and Stream 2 Monthly Fee (together the "**Monthly Fees**") within ten (10) Business Days of the end of the relevant month by way of transfer into the Seller's Bank Account in the Euro (€) currency, accompanied by revenue reports clearly delineating amounts attributable to the Stream 1 Monthly Fee and Stream 2 Monthly Fee.

3.3 Subject to Clause 3.4 below, for a period of thirty-six (36) months from the Completion Date, if the Monthly Fees of a given month amount to less than forty thousand Euros (€40,000) (the "**Minimum Monthly Fees**"), the Monthly Fees for that month shall be forty thousand Euros (€40,000).

3.4 If Migration is not completed within six (6) months from the Completion Date in accordance with Clause 7 (*Migration of Business*), for each month from the expiry of such six (6) month period until Migration is completed, the Minimum Monthly Fees shall be fifty thousand Euros (€50,000).

3.5 *Right to Audit*

- (a) Buyer shall, during the Term and for a period of twelve (12) months after expiry of the Term, maintain, and keep at its principal place of business, information, documents, records and the like of all transactions which relate to or affect the calculation of NGR (the "**Transaction Records**").
- (b) Buyer shall ensure that Seller, or any auditors appointed by the Seller, have access to Buyer's principal place of business to inspect and/or audit the Transaction Records (with the right to take reasonable copies and excerpts) (an "Audit") during the Term and for twelve (12) months thereafter, for the purposes of verifying the accuracy of NGR being reported by Buyer.
- (c) If any Audit reveals an underpayment of the Fees by Buyer, Buyer shall make an appropriate correcting payment to the Seller within fourteen (14) days of receipt of an invoice in respect of the same. Further, if any Audit reveals that such percentage of underpayment of the Fees exceeds five (5) percent (%), Buyer agrees that it shall reimburse the Seller for all audit costs incurred by the Seller.

4 **CONDITIONS TO COMPLETION**

4.1 Completion of this Agreement shall be conditional on:

- (a) completion of the share purchase agreement between the Buyer and Jonathan Richard Sykes relating to the entire issued share capital in Hypergames International Limitada having occurred;
- (b) certain existing payment relationships of the Business, specified by the Buyer, having been terminated to the Buyer's satisfaction;
- (c) the Buyer having completed, to its reasonable satisfaction, a due diligence review of the Business Interests;
- (d) there having been, in the Buyer's view, no Material Adverse Change in the Business or operations of the Seller prior to Completion;
- (e) all Third Party Consents having been obtained by the Seller on terms satisfactory to the Buyer;
- (f) delivery of an executed version of:
 - (i) the assignment by Maliom Ltd of the EU Trade Mark to the Buyer;
 - (ii) the assignment of Japanese Trade Marks to the Buyer; and
 - (iii) the assignment from Eastrock Valley Solutions Ltd to the Seller of the M-Wave App and all related Intellectual Property Rights; and
- (g) the Buyer having provided written confirmation or notification that it is satisfied and happy to proceed with Completion, which shall be deemed sufficient evidence of fulfilment of all outstanding conditions to Completion.

4.2 The Buyer may by notice to the Seller or the Seller's Solicitors waive any of the Conditions.

5 **COMPLETION**

5.1 Provided that the Conditions have been satisfied or waived Completion shall take place at 00.00 UTC on the 1st November 2025 (or on such other date as the parties shall agree in writing).

5.2 On Completion, the Seller shall deliver to the Buyer:

- (a) duly executed assignments of the Business IPR in the agreed form, to comprise:
 - (i) an assignment of the EU Trade Mark from Maliom Ltd; and
 - (ii) an assignment of the Japan Trade Marks
 - (iii) an assignment of all rights in the Player Database and the M-Wave App from the Seller to the Buyer, together with all Customer Data;
- (b) login details, passwords and all such other information as is required to access, operate and maintain the Social Media Accounts, the M-Wave App and the Domain Names;

- (c) all other Assets agreed to be sold pursuant to this Agreement which are capable of transfer (and if the Buyer agrees that it is not practical for any such Asset to be physically delivered at Completion it shall be made available for collection by or on behalf of the Buyer on Completion and the Seller shall do such other things as the Buyer may reasonably require to enable the Buyer to take possession or control of them);
 - (d) all original documentation relating to the Assets that is in the possession or control of the Seller's Group;
 - (e) a copy of the resolution of the Seller's board of directors approving this Agreement and the Transitional Services Agreement and the transactions contemplated by them and the entry by the Seller into this Agreement and the Transitional Services Agreement; and
 - (f) the Transitional Services Agreement, duly executed by the Seller.
- 5.3 On Completion, the Buyer shall deliver to the Seller:
 - (a) a copy of the resolution of the Buyer's board of directors approving this Agreement and the Transitional Services Agreement and the transactions contemplated by them and the entry by the Buyer into this Agreement and the Transitional Services Agreement; and
 - (b) the Transitional Services Agreement, duly executed by the Buyer.
- 5.4 If any of the transactions set out in Clause 5.2 does not take place as provided in that Clause the Buyer may (at its election):
 - (a) defer Completion for up to ten (10) Business Days; or
 - (b) proceed to Completion so far as is practicable; or
 - (c) either immediately or following the deferral (if the transactions have still not taken place) terminate this Agreement in which case the provisions of Clause 16.2 shall apply.
- 5.5 The Buyer may waive the requirements contained in Clause 5.2 either unconditionally or subject to the condition that the Seller gives, on Completion, a written indemnity or undertaking to the Buyer in such form as the Buyer requires.
- 5.6 The Buyer shall not be obliged to complete the purchase of any of the Business Interests unless the purchase of all the Business Interests is completed in accordance with this Agreement.
- 5.7 If Completion takes place but any Assets are not delivered or transferred to the Buyer's satisfaction due to the absence of a Third-Party Consent, then the Seller shall:
 - (a) hold any such Assets on trust for the Buyer absolutely as from Completion;
 - (b) use all reasonable endeavours to ensure that any Third-Party Consent is granted as soon as possible after Completion on terms acceptable to the Buyer;
 - (c) deliver or transfer to the Buyer such Assets as soon as the Third-Party Consent is obtained; and

- (d) pending the delivery or transfer of any such Assets to the Buyer use all reasonable endeavours to preserve such Assets and to preserve and enforce its rights relating to them and in that regard take such steps as the Buyer shall reasonably require.

6 **LIABILITIES**

- 6.1 Other than as set out in Clause 6.2, nothing in this Agreement shall be construed as an acceptance or assumption by the Buyer of any liability or obligation unless and only to the extent expressly assumed by it under this Agreement. For the avoidance of doubt and without prejudice to Clause 6.2, this includes any liability or obligation (whether known or unknown, actual or contingent), arising out of or in connection with any act, omission, or event occurring prior to the Transfer Time, whether such liability is discovered or materialises before or after Completion.
- 6.2 The Seller shall continue to be responsible for, shall discharge when due for settlement and shall indemnify the Buyer on demand from and against all Losses suffered or incurred by the Buyer as a result of or in connection with:
 - (a) all liabilities or obligations incurred in connection with the ownership or operation of any of the Business Interests to the extent arising in or referable to the period up to the Transfer Time;
 - (b) all liabilities and obligations expressly stated in this Agreement as to be borne by the Seller or in respect of which the Seller has agreed to indemnify the Buyer; and
 - (c) Tax of any kind in respect of any income, profits or gains of the Seller or a member of the Seller's Group or for which the Seller or a member of the Seller's Group is liable and any liabilities other Taxation attributable to the Seller or a member of the Seller's Group in connection with the Business Interests arising before or referable to the period up to the Transfer Time,

(together the "**Excluded Liabilities**").

7 **MIGRATION OF BUSINESS INTERESTS**

- 7.1 The Seller shall cooperate fully and use all reasonable endeavours and procure that each member of the Seller's Group uses all reasonable endeavours, including allocating adequate personnel, resources, and expertise, to ensure the smooth, timely, and complete migration of the Business Interests to the Buyer or to another member of the Buyer's Group or its systems and/or such third party or its systems as shall be notified by the Buyer to the Seller, in accordance with the Transitional Services Agreement.
- 7.2 The parties shall use all reasonable endeavours to ensure that all Migration activities are completed as soon as practically possible, and in any event no later than six (6) months following the Completion Date.
- 7.3 Migration shall be deemed complete when the Buyer, acting reasonably and in good faith, certifies in writing that the Business Interests are operational and functioning within the Buyer's platform to the reasonable satisfaction of the Buyer.
- 7.4 The Seller shall notify the Buyer of: (i) the aggregate of all Customer Balances held by the Seller on the Migration Date ("**Total Applicable Player Balances**"); and (ii) details of all Open Bets on the Migration Date. The Buyer shall ensure that an amount equal to the Total Applicable Player Balances is made available to the

applicable Customer to transact with Buyer on or after the Migration Date. In the migration plan referred to in the Transitional Services Agreement, the parties shall agree the following matters:

- (a) the schedule and conditions for the transfer of the Total Applicable Player Balances from the Seller to the Buyer; and
- (b) the parties' respective responsibility for Open Bets.

7.5 The Seller will make available and provide to the Buyer on request any and all names, postal addresses, telephone numbers, email addresses, payment data, KYC and anti-money laundering information, records of gambling activity (including stake and pay-out data), marketing contact history, customer segmentation and profile information, marketing permissions and responsible gaming information (such as deposit limits and self-exclusions) of all applicable Customers ("**Existing Customer Data**").

7.6 The Buyer shall operate the 'Mystino' brand in the ordinary course of business and in good faith. The Buyer shall not take any action or omit to take any action the purpose or effect of which is to deliberately avoid, defer, or reduce the amounts payable to the Seller under Clause 3.1, including by ceasing to accept new player registrations under the 'Mystino' brand, rebranding or migrating existing players to another brand, or altering the allocation of NGR among brands or platforms.

7.7 For the avoidance of doubt, all NGR generated from players registered under the 'Mystino' brand (or any successor brand substantially derived from it) shall be taken into account for the purposes of Clause 3.1.

7.8 The Buyer agrees that each of the undertakings contained in Clause 7.6 are reasonable and are entered into for the purpose of ensuring that the Seller receives the full consideration to which it is entitled under this Agreement.

7.9 The Buyer agrees that as part of the Migration, it shall notify all Customers about the new Terms and Conditions and the new licence regulating the Business..

8 **EMPLOYEES**

8.1 The parties acknowledge and agree that the sale of the Assets pursuant to this Agreement does not constitute a transfer for the purpose of the Employment Regulations. As such, the employment of the Employees will not transfer to the Buyer (or any of its Affiliates) pursuant to the Employment Regulations, whether at Completion or otherwise.

8.2 The Seller shall indemnify the Buyer (and each member of the Buyer's Group) on demand from and against all Losses suffered or incurred by the Buyer or any member of its Group as a result of or in connection with:

- (a) the termination of employment or engagement of any person who claims that their employment or engagement transfers to the Buyer or a member of the Buyer's Group by virtue of the operation of the Employment Regulations to the transaction contemplated by this Agreement provided that such termination shall be carried out within six (6) months of the Buyer becoming aware that such person has claimed to transfer to the Buyer;
- (b) the transfer to the Buyer or a member of the Buyer's Group of any liability in connection with the termination of employment or engagement of any

person by the Seller or another member of the Seller's Group or other third party up to the Transfer Time;

- (c) any act or omission by the Seller or another member of the Seller's Group or other third party up to the Transfer Time in respect of any Employee; and
- (d) to the extent that it is found that the Employment Regulations apply to any of the Employees or to any person employed by the Seller or another member of the Seller's Group or other third party by virtue of this Agreement and/or Completion, a failure by the Seller or another member of the Seller's Group or other third party to comply with its obligations under the Employment Regulations.

8.3 For the purpose of this Clause 7, the Buyer's Group shall also include any undertaking that provides B2B services to the Buyer or another member of the Buyer's Group.

9 MISPLACED INTERESTS

If it becomes apparent that any asset, right, claim or interest (including any resulting cash or receivables) relating to the Assets or necessary for the operation thereof remains vested in the Seller or another member of the Seller's Group after Completion (a "**Misplaced Interest**"), then (without prejudice to the Buyer's other rights and remedies) the Seller shall:

- (a) as soon as reasonably practicable upon becoming aware of such Misplaced Interest (or upon request from the Buyer) provide full details of it;
- (b) transfer such Misplaced Interest, together with any benefit or sum accruing to the Seller as a result of holding it, as soon as reasonably practicable, to such member of the Buyer's Group as the Buyer shall direct for no consideration (or such consideration as the Buyer may specify); and
- (c) if and to the extent that the benefit of any Misplaced Interest cannot effectively be transferred except with the consent of a third party (by novation or otherwise, "**Consent**"), use all reasonable endeavours to procure the Consent and until it is obtained:
 - (i) hold the Misplaced Interest (and all economic rights in or derived from it) on trust for the benefit of the Buyer or such member of the Buyer's Group as the Buyer may nominate;
 - (ii) enforce its rights in respect of the Misplaced Interest as the Buyer or such member of the Buyer's Group may direct and not agree to any amendment or waiver of those rights without the prior written consent of the Buyer or such member of the Buyer's Group; and
 - (iii) perform any obligations relating to the Misplaced Interest as may fall to be discharged.

10 WARRANTIES

10.1 The Seller represents and warrants to the Buyer that the Warranties will remain accurate up to and including the day of Completion and on Completion the Warranties shall be deemed to be repeated with reference to the facts and circumstances then existing.

- 10.2 The Seller warrants and represents to the Buyer that:
- (a) the contents of the Disclosure Letter, and the accompanying documents, are accurate and fully and clearly disclose everything relevant to which they relate; and
 - (b) the Seller has the power and authority to enter into and perform each of the Transaction Documents which constitute, or when executed will constitute, valid and binding obligations on it in accordance with their respective terms.
- 10.3 The Seller shall promptly notify the Buyer in writing of anything which becomes known to it prior to Completion which causes or may cause a Warranty (as given on the date of this Agreement or if repeated on or at any time before Completion with reference to the facts and circumstances then existing) to become inaccurate or misleading or which is inconsistent with the contents of the Disclosure Letter, or which might be material to be known by a buyer for value of any of the Business Interests.
- 10.4 The Warranties are given subject only to any matter fairly disclosed in the Disclosure Letter. A matter shall be regarded as having been fairly disclosed in the Disclosure Letter only if accurate information about it is contained in the Disclosure Letter in sufficient detail to enable the Buyer properly to identify its nature and scope and to evaluate the purpose and effect of the disclosure, including the likely associated cost or liability and the Warranties which are to be qualified by it.
- 10.5 Where any statement refers to the knowledge, belief or awareness of the Seller, or any similar expression, it shall be deemed to include an additional statement that it has been made after:
- (a) due and careful investigation of all sources of relevant information (and the Seller shall be deemed to have such knowledge, belief and awareness (or the like) as it would have had had it made such investigations); and
 - (b) due and careful enquiry of the Seller's professional advisers, officers, employees and agents and all other persons of whom the Seller might reasonably be expected to make enquiry given the subject matter of the relevant provision (and the knowledge, belief and awareness of the Seller shall be deemed to include the knowledge (whether actual, imputed or constructive), belief and awareness of each such person).
- 10.6 None of the information supplied by or on behalf of an Employee in connection with the Warranties or the contents of the Disclosure Letter, or otherwise in connection with this Agreement shall be deemed a representation to the Seller as to its accuracy and the Seller shall not without the Buyer's prior written consent make a claim against any Employee in respect of such information.
- 10.7 The Seller shall be liable to the Buyer for any Losses actually suffered or incurred by the Buyer or any member of its Group as a direct result of a breach of the Warranties, but only to the extent necessary to place the Buyer in the position it would have been in had the relevant Warranty been true and accurate. The Seller's liability under this clause shall in all respects be subject to the limitations, caps, thresholds and time limits set out in Schedule 3 (Seller Protection Provisions).
- 10.8 Each of the Warranties is without prejudice to the other Warranties and, except where expressly stated otherwise, the meaning and extent of any Warranty or any

part of it shall not be qualified or limited by any other Warranty or any other part of a Warranty.

11 **POST-COMPLETION PROVISIONS**

- 11.1 The Seller undertakes to the Buyer that it shall not, and shall procure that no member of the Seller's Group shall, for a period of three years from Completion (without the Buyer's prior written consent) directly or indirectly and whether on its own behalf or otherwise, in Japan, carry on or be engaged, concerned or interested in (including providing B2B service to) any business that is similar to or competes with the Business, including, without limitation, any business involving online casino or sportsbook operations in Japan, but excluding sweepstakes-based offerings, provided that if during such three-year period legislation comes into force in Japan establishing a lawful licensing or regulatory framework for online casino operations, this Clause 11.1 shall cease to have effect from the date on which such framework becomes effective.
- 11.2 The Seller acknowledges and accepts that in all circumstances, the Seller shall not make use of any information in the Player Database to market its online gaming products, and a failure to abide by this Clause 11.2 shall constitute a material breach of this Agreement.
- 11.3 The Seller undertakes to the Buyer that it shall not at any time after Completion (without the Buyer's prior written consent) directly or indirectly and whether on its own behalf or otherwise:
- (a) disclose to another person, or itself use for any purpose, confidential information concerning the Business, or the transactions or affairs of the clients or customers of the Business;
 - (b) carry on a business activity under a name which is the same as, or similar to, the name "Mystino"; or
 - (c) make adverse comments in relation to the Buyer or the Business.
- 11.4 The Seller agrees that each of the undertakings contained in Clause 11.1 and Clause 11.3 are reasonable and are entered into for the purpose of protecting the goodwill, confidential information and trade connections of the Business.
- 11.5 The Buyer shall operate the 'Mystino' brand in the ordinary course of business and in good faith. The Buyer shall not take any action or omit to take any action the purpose or effect of which is to deliberately avoid, defer, or reduce the amounts payable to the Seller under Clause 3.1.
- 11.6 The Buyer agrees that each of the undertakings contained in Clause 11.4 are reasonable and are entered into for the purpose of ensuring that the Seller receives the full consideration to which it is entitled under this Agreement.

12 **ANNOUNCEMENTS AND CONFIDENTIALITY**

12.1 No announcement shall be made in relation to this Agreement unless:

- (a) it is in the agreed form; or
- (b) it is required to be made by law or by any securities exchange or regulatory or governmental body to which a party is subject, in which case that party shall to the extent reasonably practicable consult with the other party as to the form, content and timing of the announcement.

12.2 The parties shall not, and shall procure that no member of their respective groups shall, disclose or otherwise make use of (and shall use all reasonable endeavours to prevent the publication or disclosure of) the contents or terms of any of the Transaction Documents, unless and then only to the extent that disclosure is:

- (a) made by a party on a confidential basis to its professional advisers in connection with their provision of professional services; or
- (b) made by a party on a confidential basis to its financiers or potential financiers in connection with its financing or refinancing arrangements; or
- (c) required by a party in connection with an application for a tax clearance, grant or other concession; or
- (d) required by a party in order to enforce its rights under, or otherwise afford it the full benefit of, any of the Transaction Documents; or
- (e) made under the terms of an announcement permitted by this Agreement; or
- (f) required to be made by law or by any securities exchange or regulatory or governmental body to which the disclosing party is subject provided that it shall (to the extent lawful) immediately notify the other party of this fact and take into account its reasonable requirements as to the timing, content and manner of making such disclosure; or
- (g) restricted to information which at the time of disclosure is in the public domain (other than as a result of a breach by the disclosing party or any member of its Group of any of the Transaction Documents).

13 **ASSIGNMENT**

13.1 Subject to Clause 13.2 and 13.3, neither the Seller nor the Buyer may without the written consent of the other assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under this Agreement or any interest in them.

13.2 The Buyer may, without the consent of the Seller, assign all or any of its rights under this Agreement to any member of its Group. If any of the Business Interests are transferred to a member of the Buyer's Group, the benefit of this Agreement may be assigned wholly or partly to the transferee who shall accordingly be entitled to enforce such benefit against the Seller as if it were named in this Agreement as the Buyer. For the purpose of this Clause 13.2, the Buyer's Group shall also include any undertaking that provides B2B services to the Buyer or another member of the Buyer's Group.

13.3 The Buyer may, without the consent of the Seller, charge and/or assign all or any of its rights under this Agreement to any person by way of security for borrowings. Any charge or assignee, and any person appointed to enforce the security, may in turn assign those rights in connection with the enforcement of the security.

13.4 The liability of the Seller to an assignee of rights under this Agreement shall be limited to the liability it would have had to the Buyer had the assignment not occurred.

14 **ENTIRE AGREEMENT**

The Transaction Documents contain the entire agreement between the parties, and replace all previous agreements and understandings between them, relating to their subject matter.

15 **FURTHER ASSURANCE**

15.1 The Seller shall (and procure that each member of the Seller's Group executes any document and does anything else);

(a) in respect of the Domain Names, on Completion, all of the user names, passwords and other permissions, documents and information required to enable the Buyer and/or its nominees to access and enjoy the full benefit of the Domain Names;

(b) in respect of the M-Wave App, on Completion:

(a) deliver to the Buyer all client app source code, object code, builds, and technical documentation and all other relevant information necessary to access and control the M-Wave App;

(i) complete any required app transfer procedures required by Apple, Google, and any other app store platforms; and

(ii) remove or cause to be removed all access rights of the Seller to the M-Wave App and provide confirmation of such removal in writing to the Buyer,

(c) in respect of the Player Database:

(i) on Completion deliver to the Buyer a copy of the Player Database in such a machine-readable format as will allow the Buyer to use, access, edit, store and compile new Customer information into them in the same manner as the Seller has been able to utilise the Player Database prior to Completion, together with copies of all materials in the Seller's possession relating thereto, including reports, records, documents and other information relating to Customers;

(ii) on expiry or termination of the Transitional Services Agreement delete all copies, backups and archived copies of the Player Database (including any personal data subsisting in the Player Database) to the satisfaction of the Buyer; and

(iii) within three months of expiry or termination of the Transitional Services Agreement, ensure that all Customer Data and any related information is permanently deleted from the Seller (and the Seller's

Group's) records, and provide confirmation in writing to the Buyer that it does not hold Customer Data.

- (d) in respect of the Social Media Accounts,
 - (i) prior and up to Completion, preserve all followers, content, and data associated with such Social Media Accounts; and
 - (ii) on Completion, transfer full ownership and administrative control of such Social Media Accounts to the Buyer and remove all access rights of the Seller and provide confirmation of such removal in writing to the Buyer,
- (e) execute any document and do anything else the Buyer reasonably requires to give effect to this Agreement and the transactions intended to be effected by it, including the transfer of the Business Interests to the Buyer
- (f) enter into any confirmatory assignment as may be required to comply with any specific jurisdictional requirements necessary to vest the relevant Assets in the Buyer or its nominee; and
- (g) use best endeavours to procure that any relevant third party does the same.

15.2 The Seller shall procure that all communications, notices, correspondence, information, orders or enquiries relating to any of the Business Interests which are received by the Seller or any member of the Seller's Group on or after Completion shall be immediately passed to the Buyer.

15.3 Where any amount is received by a party which is properly due to another party the recipient shall promptly send on that amount to the other party on or as soon as possible following Completion together with any supporting documentation.

16 COSTS AND PAYMENTS

16.1 Each party shall pay the costs and expenses incurred by it in connection with this Agreement.

16.2 Except as detailed in Clause 16.3 below, all sums payable under or pursuant to this Agreement shall be paid in full free of any counterclaim or set-off of any kind (whether in law and/or in equity) and/or any other deduction or withholding.

16.3 If the Buyer makes a bone fide claim under a Transaction Document and provides the Seller with reasonable details and supporting evidence of such claim, it may (without prejudice to its other remedies) retain the aggregate amount claimed against any outstanding part of the Consideration (including the Stream 1 Monthly Fee or Stream 2 Monthly Fee) and, once the claim has been agreed or determined, set-off the amount retained in or towards satisfaction of the claim.

16.4 If and to the extent that the claim is not established or is withdrawn, the Buyer shall immediately release and pay to the Seller any retained sums.

17 TERMINATION

17.1 The Buyer shall have the right to terminate this Agreement immediately upon written notice to Seller if: Seller materially breaches any of its obligations under this Agreement, the Transitional Services Agreement or the Migration Process and fails

to cure such breach within fifteen (15) days after receipt of written notice thereof from Buyer.

- 17.2 The Surviving Provisions and any other provisions which expressly or by implication are necessary for the enforcement or interpretation of this Agreement shall survive termination.

18 **RIGHTS AND REMEDIES OF THE BUYER**

- 18.1 The Warranties are qualified by all matters fairly disclosed in the Disclosure Letter and by all matters which were within the actual knowledge of the Buyer or its advisers prior to Completion.

- 18.2 Any right conferred on the Buyer under or in connection with this Agreement may be exercised or not in its absolute discretion and where this Agreement makes any matter subject to the consent or approval of the Buyer it may grant (on such terms as it may determine) or withhold its approval or consent in its absolute discretion.

- 18.3 The rights and remedies of the Buyer shall not be affected by its rescinding, or failing to rescind, this Agreement.

19 **CUMULATIVE RIGHTS**

The rights and remedies of the parties expressly conferred by this Agreement are cumulative and additional to any other rights or remedies they may have.

20 **THIRD PARTY RIGHTS**

This Agreement is made for the benefit of the parties and is not intended to benefit, or be enforceable by, anyone else, except where a right is expressed in favour of a member of the Buyer's Group then that right is intended to benefit or be enforceable by that undertaking.

21 **WAIVER**

A failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any other breach.

22 **VARIATIONS**

No variation of any Transaction Document shall be effective unless it is in writing and signed by or on behalf of each party.

23 **INVALIDITY**

- 23.1 The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.

- 23.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law of any jurisdiction, that provision shall if possible apply in that jurisdiction with whatever modification or deletion is necessary so as best to give effect to the intention of the parties as recorded in this Agreement.

24 **COMMUNICATIONS**

24.1 Communications under this Agreement shall be in English in writing and delivered by hand or sent by recorded delivery post (or airmail, if the destination is outside the country of origin) or email to the relevant party at its address or number and for the attention of the individual set out below (or as notified in accordance with Clause 24.2).

(a) The Buyer

Email address: legal@brrdge.com

Attention: The Legal Team

(b) The Seller

Email address: legal@curisleltd.com

Attention: The Legal Team

24.2 Without evidence of earlier receipt, communications are deemed received:

(a) if sent by email, at the earlier of:

(i) the time a return receipt is generated automatically by the recipient's email server;

(ii) the time the recipient acknowledges receipt; and

(iii) 24 hours after transmission,

unless the sender receives notification that the email has not been successfully delivered.

25 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

26 **GOVERNING LAW AND JURISDICTION**

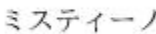
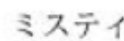
26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malta.

26.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act (Chapter 387, Laws of Malta). The seat of arbitration shall be Malta. The language of the arbitration shall be English. The decision of the arbitrator(s) shall be final and binding on the parties.

Signed by the duly authorised representatives of the parties on the date of this Agreement.

Schedule 1 Business IPR

Part 1 Trade marks

Mark	Country/region	Registration number	Registration date	Classes of goods/services
JAPANESE TRADE MARKS				
	Japan	6420724	27/07/2021	41
	Japan	6420723	27/07/2021	09, 28, 41
	Japan	6420725	27/07/2021	41
	Japan	6420726	27/07/2021	41
	Japan	6420727	27/07/2021	41
EU TRADE MARKS				
Mystino	EUTM	018192777	22/05/2020	09, 25, 35, 41

Part 2 Domain Names

Domain name	Registration expiry date	Registrar
Mystino.com	[12/08/2026]	Domains By Proxy, LLC

mestino.com	[23/08/2026]	Domains By Proxy, LLC
mestino.jp	[30/08/2026]	[●]
mestinoaffiliates.com	[02/09/2026]	Domains By Proxy, LLC

Part 3
Social Media Accounts

Account
https://x.com/Mystino_Casino
https://x.com/Mysti_Official
https://x.com/Jack_1_Official
https://line.me/R/ti/p/@912upwnf?oat_id=3668679
https://www.instagram.com/mystinocasino
https://www.youtube.com/@mysti-channel
https://www.facebook.com/MystinoCasino
https://t.me/mystino777
https://t.me/+UeqzoP0UF-U2Zjhh

Schedule 2 Warranties

1 Introduction

In this Schedule 2 (*Warranties*), any reference to the Seller shall be deemed to include the Seller and any member of the Seller's Group that holds or owns the any of the Business Interests.

Part 1 Assets

2 Ownership

- (a) The Seller owns absolutely and has good and marketable title to all the Assets.
- (b) None of the Business Interests is subject to any Encumbrance or any bill of sale, hire-purchase, conditional sale, credit-sale, leasing or other agreement for payment on deferred terms or any agreement or commitment to grant or enter into any of the foregoing and the Seller has not offered for sale its interest in any of the Business Interests.

3 Assets sufficient for the Business

The Assets listed in Clause 2.2(a) to (d) comprise all the assets necessary for the operation of the Business as presently carried on Third Party Consents

All Third Party Consents which are required for the transfer of any of the Business Interests to the Buyer have been obtained in writing.

Part 2

Trading and financial

4 Outstanding offers

No offer, tender or the like is outstanding which may be converted into an obligation of the Seller in respect of the Business by acceptance by, or other act of, another person.

5 Joint ventures, partnerships and agency agreements

The Seller is not, and has not agreed to become, in relation to the Business:

- (a) a participant in or member of a joint venture, consortium, partnership or other unincorporated association;
- (b) a party to an agreement or arrangement for sharing commissions or other income; and
- (c) a party to an agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement, or a restrictive agreement or arrangement which restricts its freedom to carry on the Business or to use or exploit the Assets.

6 Seller's Group

Subject to the provision of Clause 11.1, no member of the Seller's Group is, directly or indirectly, interested in any business which is or may become competitive with the Business.

7 Defaults

- (a) The Seller is not and would not with the lapse of time become in default under any of the Past Contracts or in respect of other obligations or restrictions binding upon it in relation to the Business.
- (b) No threat of default or claim under the Past Contracts has been made and is outstanding.
- (c) No person is in breach of a duty or obligation in relation to the Business (including under a Past Contract) and so far as the Seller is aware there is nothing likely to give rise to such breach.

8 Compliance

- (a) The Seller has not done or omitted to do anything in respect of the Business which is or could be in contravention of any law or regulation (including all statutory or regulatory guidance, orders or notices) giving rise to a penalty, fine, enforcement action, default proceedings or other liability on its part, nor is it aware of any circumstances which may give rise to any such liability.
- (b) The Seller has not received a request for information from and is not aware of any investigation or inquiry by or on behalf of, a court, tribunal or regulatory body affecting or relating to the Business, with the exception of the enquiry letter dated 14th August 2025 in relation to operating in Japan from the Curacao Gaming Authority.

- (c) The transfer of the Business Interests under this Agreement complies with all applicable laws, regulations, governmental requirements and codes of practice applicable to either party or to the existence or operation of the Agreement from time to time. The Seller further warrants that it has obtained all necessary consents, approvals, permits, and authorizations required to effectuate such transfer lawfully and without violating the rights of any third party.

9 **Litigation and disputes**

- (a) The Seller is not engaged, in relation to the Assets, in litigation or arbitration proceedings as claimant or defendant, there are no proceedings pending or threatened, either by or against the Seller and so far as the Seller is aware there is nothing likely to give rise to any such proceedings.
- (b) The Seller is not, in relation to the Assets, in dispute with any person (including any statutory or regulatory body, trade association or counterparty).
- (c) The Seller is not aware of any violations or breaches of anti-corruption laws or regulations by any of the Employees.

10 **Changes since Reference Date**

Since the Reference Date:

- (a) the Business has been continued in the usual course;
- (b) there has been no deterioration in the value, or in the financial or trading position or prospects of the Assets;
- (c) the Seller has not done or omitted to do anything which may be prejudicial to the Goodwill or to the interests of the Buyer as a prospective buyer of the Assets;
- (d) the Seller has not disposed of any Assets or assumed or incurred any outstanding capital commitment or any material liabilities (whether actual or contingent) which could have an effect on the value of the Assets; and
- (e) the Assets have not been affected by abnormal factors not affecting similar assets to a like extent.

11 **Effect of the sale**

- (a) Compliance with the terms of this Agreement does not and will not:
 - (i) conflict with, or result in the breach of, or constitute a default under any agreement or arrangement to which the Seller is a party in relation to the Assets or the imposition of any restriction or obligation by which or to which the Seller or any Business Interest is bound or subject;
 - (ii) relieve any person from any obligation owed in relation to the Assets or enable any person to exercise a right or benefit in relation to the Assets;
 - (iii) cause the Assets to lose in whole or in part the benefit of any right; or
 - (iv) result in the creation, imposition, crystallisation or enforcement of any encumbrance over any of the Business Interests.

12 **Insolvency**

The Seller is not subject to insolvency proceedings affecting its ability to sell the Assets.

13 **Data Protection**

(a) In this paragraph 13:

- (i) **"Data Processor"** means a person or entity that processes personal data on behalf of the data controller;
- (ii) **"Data Protection Laws"** means any data protection laws and electronic privacy laws and regulations applicable to the Seller or the Business Interests;
- (iii) **"Data Protection Policies"** means the data protection and privacy policies of the Seller;
- (iv) **"Personal Data"** means any information relating to an identified or identifiable natural person;
- (v) **"Processing"** means any operation or set of operations performed on Personal Data, whether or not by automated means. This includes collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, erasure, or destruction;
- (vi) **"Supervisory Authority"** means any other regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Laws; and

(b) In relation to the Business the Seller has complied with:

- (i) all Data Protection Laws and Data Protection Policies;
- (ii) the terms of all data processor agreements that it is party to; and
- (iii) any requests for access to personal data made in accordance with the Data Protection Laws.

(c) The Data Protection Policies comply with the requirements of the Data Protection Laws and are sufficient to ensure compliance with all Data Protection Laws, including notification of breaches to a Supervisory Authority and responding to requests for information from data subjects within the time periods required by the Data Protection Laws.

(d) The Seller has not, in relation to the Business, engaged any person to carry out sub-processing of personal data other than in accordance with a written agreement which requires the sub-processor to comply with all Data Protection Laws.

(e) No personal data in relation to the Business has been transferred outside the European Economic Area other than in accordance with the Data Protection Laws and in accordance with appropriate safeguards as required by Data Protection Laws.

(f) The Seller has complied with all requirements to notify a Supervisory Authority of personal data held or processed by it in and has paid all fees in connection with any such notifications.

- (g) In relation to the Business, the Seller has not in the last 24 months received any:
 - (i) notice or complaint alleging non-compliance with any Data Protection Laws (including, without limitation, any information or enforcement notice, monetary penalty notice or any transfer prohibition notice being enforced by any Supervisory Authority); or
 - (ii) claim for compensation for loss or unauthorised disclosure of data.
- (h) The Seller has implemented procedures consistent with good industry practice and in accordance with the requirements of Data Protection Laws for protecting the security of its IT systems and the confidentiality and integrity of all data stored in it from infection by any software virus or other malware.
- (i) So far as the Seller is aware, none of its IT systems has been accessed by any unauthorised persons in the last 24 months.

Part 3 Employees

14 Definitions

In this Schedule 2, Part 3 (*Employees*):

"Employment Legislation" means all legislation affecting the rights of employees and workers in any other jurisdiction in which the Business is or has at any time been carried on.

15 Employees and terms of employment

- (a) There are no Employees in the Business that are exclusively assigned or dedicated to the Business.
- (b) No past or present Employee of the Seller or any entity within its Group has or may have a right to be reinstated or re-engaged under Employment Legislation.

Part 4 Information technology and Intellectual Property

16 Intellectual Property Rights

- (a) The Seller is the sole legal and beneficial owner of all the Business IPR. There are no encumbrances affecting any Business IPR or restricting its use.
- (b) The Business IPR comprises all the Intellectual Property Rights which are:
 - (i) necessary to enable the Buyer to make use of the Assets in order to carry on the Business in a similar manner and to the similar extent as it has been carried out at or prior to Completion; or
 - (ii) necessary to enable the Buyer to develop the Assets in accordance with current business plans.
- (c) None of the Business IPR, nor the rights of the Buyer in any Business IPR, will be adversely affected by this Agreement. The use of the Business IPR by the Buyer will not be subject to any form of royalty or other payment (including but not limited to any form of deferred or contingent payment) and there are no facts or matters under which such payments may (or will) become payable by the Seller.
- (d) There is no single Intellectual Property Right the loss or expiration of which would have a material adverse effect on the use or exploitation of the Assets
- (e) All the Business IPR is valid, subsisting and enforceable. No actions, claims, counterclaims, applications or allegations contesting the validity or enforceability of any Business IPR or its ownership by the Seller have been brought or made or, are pending or anticipated and there are and there have been no facts, matters or circumstances which could give rise to such an action, claim, counterclaim, application or allegation.

- (f) There have been no actions, claims or allegations by the Seller against any third party alleging infringement of any Business IPR (except in respect of "off-the-shelf" software used by the Seller under licence from a third party) and there are and there have been no facts, matters or circumstances which could give or which might have given rise to any such action claim or allegation.
- (g) All parties retained or otherwise engaged by the Seller from time to time and who, in the course of such engagement, have created or developed work in which Intellectual Property Rights subsist are bound by agreements with the Seller which:
 - (i) result in all such Intellectual Property Rights vesting in the Seller;
 - (ii) waive all moral rights; and
 - (iii) contain terms which prevent such parties disclosing confidential information about the Seller and the Assets; and
- (h) No party has, nor has made any claim to, any right, title or interest in such Intellectual Property Rights or to any compensation or remuneration, in relation to such Intellectual Property Rights.
- (i) All Business IPR which is capable of registration has been registered and all reasonable steps have been taken by the Seller for the maintenance and protection of all Business IPR.
- (j) The Seller has not sold or transferred (by way of assignment or otherwise), licensed or otherwise disposed of any Business IPR.
- (k) All moral rights associated with the Business IPR have been waived the relevant party and the Seller does not foresee any circumstances under which a claim for infringement of moral rights could be made in respect of the Business IPR or its use, modification, or exploitation by the Buyer.

17 **Trade Marks**

- (a) In relation to the Trade Marks:
 - (i) save for the EU Trade Mark, all relevant registrations and applications are in the name of the Seller;
 - (ii) nothing has been done or omitted to be done by which any person may be able to seek cancellation or rectification or any other modification of any registration of any Registered IPR;
 - (iii) no application for registration has been discontinued;
 - (iv) all fees have been paid when due and all deadlines have been met in connection with all applications for registration, and registrations and renewals of, Registered IPR;
 - (v) no opposition to any applications has been filed and there are no facts, matters or circumstances which would indicate or suggest that any opposition is likely to be made; and
 - (vi) the Seller has done everything necessary in relation to any applications for registration of the Trade Marks, all such applications are proceeding normally and there are no facts, matters or circumstances which would

indicate or suggest that any of the applications may not be granted and/or proceed to registration in full in accordance with the application.

18 **Player Database**

(a) The Seller warrants that:

- (i) the Seller is the sole and exclusive owner of all Customer Data contained in the Player Database, and no third party has any right, title, interest, or claim in or to such data;
- (ii) the Seller's use of the Player Database prior to Completion was in accordance with the terms of the licence granted to it and applicable laws and did not infringe the rights of any third parties;
- (iii) the structure of the Player Database is its original work and has not been copied wholly or substantially from any other source;
- (iv) the Intellectual Property Rights in the Player Database have not been assigned or licensed to anyone;
- (v) the exploitation of the rights assigned by this Agreement will not infringe the Intellectual Property Rights of any third party including any Intellectual Property Rights of the Seller;
- (vi) neither the Player Database nor any of its contents has suffered any material loss or corruption in the 24 month period preceding the date of this Agreement;
- (vii) it has no notice of any security breach of the Player Database or any related claims or complaints and is not aware of any circumstances likely to give rise to any security breach in the future;
- (viii) as at Completion, the processing of the personal data comprised in the Player Database from time to time (including processing for direct marketing purposes) has been carried out fully in accordance with [Data Protection Laws] at all times; and
- (ix) it has had no notice of any claims, complaints or notices in connection with [Data Protection Laws] by data subjects or any relevant regulatory authorities in relation to the Player Database or in connection with any security breach.

19 **Social Media Accounts**

(a) The Seller warrants that:

- (i) it is the sole owner of the Social Media Accounts with full right to transfer them;
- (ii) Schedule 1, Part 3 (*Social Media Accounts*) is complete and accurate;
- (iii) the Social Media Accounts have been operated in compliance with all terms of the relevant platform;
- (iv) the followers and engagement metrics are authentic and not artificially inflated;

- (v) there are no disputes, claims, or violations relating to the Social Media Accounts;
- (vi) all content on such Social Media Accounts is properly licensed and does not infringe third-party rights;
- (vii) save for the "Mystino Casino" account on X, the accounts have not been suspended or restricted; and
- (viii) the transfer of the Social Media Accounts will not violate platform policies or result in loss of verification or any monetisation status.

Part 5

Capacity, accounts and information

20 **Capacity**

- (a) The Seller:
 - (i) is a company in good standing, duly incorporated and organised and validly existing under the laws of Curaçao;
 - (ii) has the power and authority to enter into each Transaction Document to which it is a party and to fully perform its obligations under each such document in accordance with its terms; and
 - (iii) does not require the consent, approval or authority of any other person to enter into or exercise its rights or perform its obligations under any Transaction Document to which it is a party.
- (b) The obligations expressed to be assumed by the Seller under the Transaction Documents are lawful and valid obligations binding on it (in accordance with their terms.
- (c) The entry into of the Transaction Documents by the Seller will not constitute a breach or give rise to a default under:
 - (i) any applicable laws or regulations (including any sanctions) or any order, decree or judgement or other obligation binding on it of any court, governmental agency or regulatory authority or other public body applicable to it or any of its assets;
 - (ii) any provision of its Articles of Association; or
 - (iii) any contract or other instrument to which it is a party or by which it is bound.
- (d) No corporate action or other steps have been taken by the Seller or legal proceedings started or threatened against it for:
 - (i) its winding up or dissolution;
 - (ii) it to enter into any arrangement or composition for the benefit of creditors; or

- (iii) for the appointment of a receiver, administrator, administrative receiver, liquidator, provisional liquidator, supervisor, compulsory manager, trustee or similar person of any of its revenues or assets.
- (e) The Seller is not:
 - (i) subject to any order, decree or judgment of any court, governmental agency or regulatory authority which is still in force;
 - (ii) a party to any litigation, arbitration or administrative proceedings which are in progress or threatened or pending by or against or concerning it or any of its assets; or
 - (iii) the subject of any governmental, regulatory or official investigation or enquiry which is in progress or threatened or pending.

21 **Possession of documents**

All deeds, agreements and other documents relating to the Assets or the Business to which the Seller is a party or which it is entitled to enforce are in the possession of the Seller and have been registered with any applicable authority with which such documents are registerable under any applicable law.

22 **Information**

- (a) The information contained in Schedule 1 is accurate and complete.
- (b) All information given by the Seller, the Seller's Solicitors or the Seller's agents or others advisers to the Buyer, the Buyer's Solicitors or the Buyer's agents or other advisers relating to the Business Interests was, when given, and remains accurate and complete.
- (c) There is nothing material in relation to Business Interests which has not been fully and fairly disclosed in writing to the Buyer or the Buyer's Solicitors and which, if disclosed, might reasonably have been expected to affect the decision of the Buyer to enter into this Agreement.
- (d) The contents of the Disclosure Letter, and the accompanying documents, are accurate and fairly disclose everything relevant to which they relate.

Part 6 Taxation

23 No VAT or Transfer Taxes

The Seller confirms that the sale and transfer of the Assets under this Agreement are not subject to any value-added tax (VAT), goods and services tax (GST), sales tax, use tax, transfer tax, or other transaction-based taxes. If any such tax is later determined to apply, the Seller shall be responsible for its payment.

24 General Tax Compliance

The Seller confirms that:

- (a) All tax returns, filings, and payments relating to the ownership, operation, or use of the Assets up to the Completion Date have been properly made and are fully up to date.
- (b) There are no unpaid or disputed taxes, claims, audits, or investigations by any tax authority in Curaçao or any other relevant jurisdiction concerning the Assets.
- (c) To the best of the Seller's knowledge, there are no circumstances that could reasonably lead to a future tax liability or investigation relating to the period before Completion.
- (d) The Seller will provide the Buyer with any reasonable information, documents, or assistance needed to show compliance with applicable tax laws, if requested by the Buyer.
- (e) The Seller is not involved in any dispute, investigation, or inquiry with any tax authority that could affect the Assets, other than routine or minor correspondence following the submission of tax filings.

Schedule 3 Seller protection provisions

25 Definitions

In addition to the definitions in Clause 1 (*Definitions and interpretation*), in this Schedule 3 (*Seller protection provisions*) the following definitions apply:

"Expiry Date" means in relation to a Warranty Claim relating to any Warranty in Schedule 2, Part 6 (*Taxation*), the fourth anniversary of Completion and, in relation to any other Warranty Claim, the second anniversary of Completion.

"Warranty Claim" means a claim by the Buyer for breach of a Warranty.

26 Introduction

- (a) Nothing in this Schedule 3 (*Seller protection provisions*) limits the liability of the Seller, or the ability of the Buyer to make a Warranty Claim, in the case of fraud, dishonesty or wilful misconduct, concealment or non-disclosure on the part of the Seller, its agents, officers or employees.
- (b) This Schedule 3 (*Seller protection provisions*), paragraph 28 (*Threshold for Warranty Claims*), paragraph 29 (*Ceiling on Warranty Claims*) and paragraph 30 (*Time limits*) shall not apply to restrict or limit in any way any Warranty Claim in respect of any of the Warranties at:
 - (i) Schedule 2, Part 1, paragraph 2 (*Ownership*); or
 - (ii) Schedule 2, Part 5, paragraph 20 (*Capacity*),

and nothing in the Disclosure Letter shall in any way qualify the terms of those Warranties or the Buyer's rights in relation to them.

27 Limitations

The Seller shall not be liable in respect of a Warranty Claim if and to the extent that it occurs or is increased as a result of:

- (a) legislation which is first announced after the date of this Agreement which takes effect retrospectively as at a time before the date of this Agreement;
- (b) a change in generally accepted accounting practices which is first announced after the date of this Agreement which takes effect retrospectively as at a time before the date of this Agreement; or
- (c) a voluntary act or omission by the Buyer after Completion outside of the ordinary course of business which the Buyer was aware was reasonably likely to give rise to a Claim; and, for this purpose, an act or omission is not voluntary if, for example:
 - (i) it is carried out to avoid a breach of a subsisting obligation or to comply with statutory or regulatory requirements;
 - (ii) in the reasonable opinion of the Buyer, it is necessary for the protection of the goodwill of the Business;
 - (iii) it is a consequence of, or substantially a consequence of, a breach of any of the Warranties by the Seller;

- (iv) it is required to achieve compliance with accounting standards or practice;
or
- (v) it would be unreasonable to expect the Buyer not to do the act or make the omission.

28 **Threshold for Warranty Claims**

- (a) The Seller shall not be liable in respect of Warranty Claims unless the aggregate amount claimed together exceeds fifty thousand Euros (€50,000), in which case the Seller shall be liable for the whole amount and not merely the excess over fifty thousand Euros (€50,000).

29 **Ceiling on Warranty Claims**

The aggregate liability of the Seller to make payment to the Buyer in respect of all Warranty Claims arising during any twelve (12) month period commencing on the Completion Date (or any anniversary thereof) and notified prior to the applicable Expiry Date shall not exceed the total aggregate amount of the Monthly Fees paid or accrued to the Seller under this Agreement during that same twelve (12) month period.

For the avoidance of doubt:

- (i) this limitation shall apply separately to each such twelve (12) month period following Completion and within the applicable limitation period;
- (ii) any Warranty Claim arising in one twelve (12) month period shall not be carried forward or aggregated with Warranty Claims arising in any subsequent period; and
- (iii) any unused portion of the liability cap for any twelve (12) month period shall not increase or extend the cap applicable to any later period.

Notwithstanding anything to the contrary contained herein, the limitation of liability under this Agreement shall not apply to any party's liability arising from or related to any party's fraud, intentional misrepresentation, or wilful misconduct.

30 **Time limits**

Proceedings in relation to a Warranty Claim shall not be brought against the Seller unless written notice of the Warranty Claim is given to the Seller before the Expiry Date.

31 **Protection of goodwill**

Nothing in this Schedule 3 (*Seller protection provisions*) imposes an obligation on a member of the Buyer's Group to do anything which in the Buyer's reasonable opinion might be detrimental to the prospects, reputation or goodwill of the Buyer or a member of the Buyer's Group or the Business.

EXECUTION PAGE

Chantal Van der Leeuw

Signed by Chantal Van der Leeuw (o.b.o.
eMoore N.V.)
for and on behalf of **Curisle N.V.:**



Signed by Paul Portuguez
for and on behalf of **Centrix Capital Inc.:**