

# SHARE PURCHASE AGREEMENT

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This Share Purchase Agreement (this "Agreement") is made and entered into as of July 29, 2025, by and between:

(1) **Irakli Kalmakhelidze**, a citizen of Georgia, DOB 15.01.1983, with address at: Saburtalo, Ana Kalandadze, Building 4, Flat 7 (the "Seller"); and

(2) **Gaga Tsartsidze**, a citizen of Georgia, DOB 31.08.1981, with address at: Digomi, Chalipirebi, P.O. 2/13 (the "Buyer").

The Seller and Buyer may be referred to individually as a "Party" and together as the "Parties".

## RECITALS

A. The Seller is the sole legal and beneficial owner of all issued and outstanding shares (the "Shares") in JX Group B.V., a company incorporated under the laws of Curaçao, with its registered office at Groot Kwartierweg 10 Livestrong Building , with registration number: 157247 (the "Company").

B. The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, all the Shares on the terms and conditions set forth in this Agreement.

## 1. DEFINITIONS

1.1 For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Closing" means the completion of the transaction contemplated under this Agreement in accordance with Clause 5.

"Closing Date" means the date on which Closing occurs, as specified in Clause 5.1.

"Encumbrance" means any charge, lien, pledge, option, right of first refusal, mortgage, security interest, or other third-party right or interest.

## 2. SALE AND PURCHASE

2.1 Subject to the terms of this Agreement, the Seller hereby agrees to sell, transfer, and assign to the Buyer, and the Buyer agrees to purchase and accept from the Seller, the Shares free and clear of all Encumbrances, together with all rights attached thereto as of the Closing Date.

### **3. PURCHASE PRICE**

3.1 The purchase price for the Shares shall be USD 40 000 (the “Purchase Price”), payable as follows:

3.1.1 USD 20 000 shall be paid to the Seller on the Closing Date (First payment tranche)

3.1.2. USD 10 000 shall be paid to the Seller within 90 days from the Closing Date (Second payment tranche)

3.1.3 USD 10 000 shall be paid to the Seller within 180 days from the Closing Date (Third payment tranche)

### **4. CONDITIONS PRECEDENT**

4.1 The obligations of each Party to complete the Closing are conditional upon the satisfaction or waiver of the following conditions:

(a) All necessary corporate approvals and third-party consents (including from the Curaçao Gaming Control Board, if required) having been obtained;

(b) No material adverse change having occurred in the business, assets, or operations of the Company since the date of this Agreement;

(c) Delivery of all documents listed in Schedule 1.

### **5. CLOSING**

5.1 The Closing shall take place on the date, when updated shareholder’s register is published (the “Closing Date”) (or such other date as the Parties may agree in writing).

5.2 At Closing, the Seller shall deliver to the Buyer:

(a) Share transfer instrument(s) duly executed;

(b) Updated shareholders' register reflecting the Buyer as the sole shareholder;

(c) Corporate resolutions of the Company approving the transfer;

(d) Original CGA B2B license or confirmation of valid license status.

5.3 At Closing, the Buyer shall pay the Purchase Price as set out in Clause 3.1.1.

### **6. REPRESENTATIONS AND WARRANTIES**

#### **6.1 Seller Warranties**

The Seller represents and warrants that:

- (a) The Seller is the sole legal and beneficial owner of the Shares, free from all Encumbrances;
- (b) The Company is validly incorporated and in good standing in Curaçao;
- (c) The Company holds a valid CGA B2B license, and is in compliance with all regulatory requirements;
- (d) The Company has no undisclosed liabilities or pending litigation;

## 6.2 Buyer Warranties

The Buyer represents and warrants that:

- (a) It has the legal capacity and authority to enter into this Agreement;
- (b) It has performed all necessary due diligence and understands the regulatory risks and obligations involved in acquiring a CGA B2B entity.

## 7. COVENANTS

7.1 The Parties agree to cooperate in good faith to notify and/or obtain any post-closing consents required from the Curaçao Gaming Control Board, if applicable.

7.2. The Seller agrees to provide transitional support for a period of 30 days post-Closing to assist with the transfer of operations and license-related matters.

## 8. INDEMNITY

8.1 The Seller shall indemnify and hold harmless the Buyer against any losses, claims, or damages arising from:

- (a) Breach of any Seller warranties;
- (b) Any tax liabilities arising before the Closing Date;
- (c) Any regulatory non-compliance existing before Closing.

## **9. Confidentiality**

9.1. Each Party agrees to keep the terms of this Agreement and any non-public information about the other Party or the Company strictly confidential. Neither Party shall disclose such information to any third party without the prior written consent of the other Party, except where such disclosure is required by applicable law, court order, or a regulatory authority having competent jurisdiction.

9.2. Each Party shall take all reasonable steps to ensure that its affiliates, directors, officers, employees, agents, and professional advisers to whom any confidential information is disclosed are informed of the confidential nature of such information and are bound by confidentiality obligations no less restrictive than those set out in this Agreement.

9.3. The Parties agree that any breach of this clause may cause irreparable harm for which monetary damages may be inadequate, and therefore, the non-breaching Party shall be entitled to seek injunctive or equitable relief in the event of such breach.

9.4. The obligations in this Clause shall survive the termination or completion of this Agreement for a period of five (5) years.

## **10. MISCELLANEOUS**

### **10.1 Governing Law**

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

### **10.2 Dispute Resolution**

Any disputes arising out of or in connection with this Agreement shall be resolved by courts of Curacao.

### **10.3 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings.

IN WITNESS WHEREOF, the Parties have executed this Share Purchase Agreement as of the date of the last signature below.

**SELLER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:

**BUYER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: