

**Agreement for the sale and purchase
of the SHARE CAPITAL OF
BULLISH ENTERTAINMENT B.V**

MADE BY AND BETWEEN

MR. SOTIRIS KOUMANTARIS

and

MR. ANDRII DOBROVOLSKYI

dated 23RD JUNE 2025

THIS AGREEMENT is made today the 3rd June 2025

BY AND BETWEEN:

Mr. Sotiris Koumantaris holder of GBR passport with no. 557835812, residing at Stavrovouniou 11, Larnaca, 6036, Cyprus (hereinafter referred to as the **"Seller"**);

Mr. Andrii Dobrovolskyi holder of Cypriot Passport No. L00008473, residing Aktaiou Samsara Beach Villas, House No.15, 4046, Germasogia, Limassol (hereinafter referred to as the **"Buyer"**);

each a **"Party"** and together the **"Parties"**.

WHEREAS:

The Seller is the registered owner of:

- the total share capital, consisting of 1000 shares with a nominal value of EUR 1.00 each (hereinafter referred to as the **"Shares"**), of **BULLISH ENTERTAINMENT B.V.**, a corporation duly established in Curacao, registered at the Curacao Chamber of Commerce & Industry under Registration number 162815 (hereinafter referred to as the **"Company"**), The Corporate documents are attached hereto as *"Appendix 1"*)

The Buyer has expressed his interest to purchase from the Seller the said Shares including the below mentioned in Paragraph 2.

IT IS AGREED:

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement the following expressions shall apply except where the context otherwise states:

1.1 **"Agreement"** means this agreement.

1.2 **"Business Day"** means a day (other than a Saturday, a Sunday or a public holiday).

1.3 **"Claim"** means any claim by the Buyer in relation to any breach of any of the Seller's Warranties or other provision of this Agreement or for any claim in respect of its subject matter;

"Completion" means the completion of the sale and purchase in accordance with the provisions of this Agreement.

"Confidential Information" has the meaning given in Clause 7

"Consideration" means:

€2,000 (two thousand euros).

2. SALE AND PURCHASE

2.1. Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell and the buyer agrees to purchase the following:

(A) **One Thousand (1000) Shares** of Nominal Value of EURO 1 each to the Company and;

- (B) **One Thousand (1000) ordinary shares** of Nominal Value of EURO 1 each to Bulls Playground Limited (hereby referred to as “**Bulls**”)
- (C) **A CGA License**, with number OGL/2024/362/0674 (Attached hereto as “*Appendix 2*”)
- (D) The Domain name bullsbet.io which is owned by the Seller and registered under the Company (hereby attached as “*Appendix 3*”)
- (E) An active bank account with Narvi Payments Oy Ab. under the name of Bulls. (Account Confirmation Letter attached as “*Appendix 4*”)
- (F) An active bank account with ISX Financial EU PLC under the name of Bulls. (account Number attached hereto as “*Appendix 5*”)

2.2. Completion shall be the effective date of the transfer of the ownership title

2.3.. The Buyer shall have a period of 10 (ten) Business Days from the date of this Agreement to complete its due diligence on the Company to its satisfaction, limited to the scope of documentation reasonably made available by the Seller. The Seller shall provide reasonable access to the Company’s corporate, financial, and operational records during this period. If the Buyer does not notify the Seller in writing of any material issue within the 3 (three) Business Day period, the due diligence shall be deemed satisfactory. Upon confirmation of satisfactory due diligence, whether expressly or by expiry of the 10-day period without objections, the Parties shall proceed to Completion within five (5) Business Days.”

2.4. The Buyer agrees and acknowledges that, following the completion of its due diligence, it shall purchase the Shares and associated assets on an ‘as is, where is’ basis, and that it has not relied on any representations or warranties other than those expressly set out in this Agreement

3. CONSIDERATION

- 3.1. The total consideration for the sale of shares shall be the Consideration. The Consideration includes full and final payment for all assets listed in Clause 2, and the Buyer acknowledges no further amounts are owed.
- 3.2. All payments to be made to the Seller under this Agreement shall be made in Euros (or in any other currency as the Parties may agree in writing reasonably in advance of such payment).
- 3.3. The Parties agree and acknowledge that by transferring the Consideration and / or other payments to the Seller’s Account, the Buyer shall be duly and fully discharged of all obligations under this Agreement in relation to the payment of such amounts.

4. COMPLETION

- 4.1. Completion shall take place on such date as may be agreed in writing between the Buyer and the Seller following written notification by the Buyer to the Seller or by the Seller to the Buyer.

Seller's obligations at Completion

4.2. At Completion, the Seller shall:

- (a) deliver (or cause to be delivered) to the Buyer:
 - (i) an official company registry extract of the Company dated as of Completion, together with an effective shareholders list of the Company, indicating that the Buyer is the registered exclusive owner of the Shares;
 - (ii) The Parties shall execute all documents and take all necessary steps to ensure such registration occurs without delay.”

5. WARRANTIES

5.1 The Seller hereby represents warrants and covenants to the Buyer that to the best of the Seller’s knowledge and belief, and having made reasonable inquiry...:

5.1.1 The Shares are duly authorized, validly issued and fully paid and constitute 100% of the issued shares of the Company. The Seller is entitled to sell or transfer all legal and beneficial ownership rights for the Shares to the Buyer on the terms and conditions of this Agreement and the Seller has not made any encumbrances in relation to any of the Shares.

5.1.2. The execution and delivery of this Agreement do not and will not cause the Seller to be in breach of any of the terms and provisions of any agreement or arrangement or order or injunction of any court or competent tribunal;

5.1.3. The platform agreement with Softgamings has been cancelled and no outstanding debts remain nor will be passed onto the ne buyer from any software or platform provider.

5.1.4. There are no outstanding claims from players towards the company.

5.1.5. The Company has no outstanding debts to any of its suppliers expect the invoices as per *Appendix 6 and Appendix 7.*

5.1.6 *The Company made all submissions to the CGA including submissions of all required policies. This include the AML and responsible gambling policy.*

6. ONGOING OBLIGATIONS AND LIABILITIES

6.1. The Seller and the Buyer shall co-operate with each other and execute and deliver to each other such other instruments and documents and take such other actions as may

reasonably be requested from time to time in order to carry out, evidence and confirm their rights under, and the intended purpose of, this Agreement.

6.2. The Seller is responsible for preparing and submitting all Tax Returns Financial Statements and Annual Returns for the year ending 2023 and 2024 where applicable for both the Company and Bulls.

6.3. The Seller shall settle all outstanding taxes and government liabilities if any for the years ended 2023 and 2024 for both the Company and Bulls.

6.4. The buyer shall be responsible to settle the below invoices:

- Invoice No. 25500064 issued by the Ministry of Finance of Curacao in relation to the License Fee Government of Curacao January 1st – June 30th 2025 (attached hereto as “Appendix 6”)
- Invoice No. 25550165 issued by the Curacao Gaming Authority in relation to the License Fee CGA Supervision January 1st - June 30th 2025 (attached hereto as “Appendix 7”)

6.5. The Seller shall not be liable for any tax liabilities or assessments arising from activities occurring after the Completion.

7. CONFIDENTIALITY

7.1. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, save for (i) providing such information to the Parties’ counsels and (ii) presentation of this.

8. NOTICES

8.1. Except as otherwise provided in this Agreement, any notice to be given under this Agreement shall be in writing in English and shall be deemed to be duly given if it (or the envelope containing it) identifies the Party to whom it is intended to be given as the addressee and:

- (a) it is delivered personally; or
- (b) it is sent by express or other fast postal service or facsimile transmission or e-mail,

to the respective addresses or fax numbers shown in this Agreement or to such other addresses and/or numbers as such Parties may by notice to all other Parties hereto expressly substitute therefor as the case may be.

8.2. Any notice duly given within the meaning of Clause 8 shall be deemed to have been both given and received:

- (a) if it is delivered in accordance with Clause 8.1 (a) and (b), on such delivery.

8.3. For the purposes of this Clause 8 “notice” shall include any request, demand, instructions or other document.

9. COSTS AND EXPENSES

9.1 Each party shall bear its own expenses in connection with this Agreement. However, in the event of any breach by any party, each party is liable to promptly reimburse the other party for reasonable expenses incurred in connection with the Agreement as of such date. If there is any breach by any party or their representatives of the provisions herein, the other party is liable to promptly reimburse the other side for any damages caused

10. LIMITATION OF LIABILITY

10.1. The Seller’s liability for any claims under this Agreement shall be capped at the amount of the Consideration. No claims may be brought after the date falling six (6) months from Completion, except in the case of fraud.

10.2. The Buyer hereby waives any and all claims against the Seller relating to the Shares, the Company, or the assets being transferred, save for any claims arising from fraud or willful misconduct.

10.3. Each Party shall indemnify and hold harmless the other Party from and against any losses, claims, or liabilities arising from a breach of their respective obligations under this Agreement.

10. VARIATION

10.1. The terms and conditions of this Agreement shall only be varied by an agreement in writing signed by each of the Parties and specifically referring to this Agreement.

10. ASSIGNMENT

11.1. None of the rights or obligations of a Party under this Agreement are assignable without the prior written consent of the other Party.

12. TERMINATION

12.1. This Agreement may be terminated by mutual consent of the Parties hereto at any time.

12.2. In the event of termination, all fees paid by the Buyer are non-refundable. Furthermore, the Buyer shall fully compensate the Seller for any expenses incurred in facilitating the transfer or renewal of the license to expedite the process.

13. LAW AND JURISDICTION

13.1. This Agreement is governed by the Laws of Cyprus and any dispute arising under it shall be subject to the exclusive jurisdiction of the Courts of Cyprus.

14. MISCELLANEOUS

14.1. Simultaneously upon execution of this Agreement:

14.1.1 The Seller shall deliver to the Buyer the original, executed board resolution resolving to enter into this Agreement and to perform all its obligations pursuant to this Agreement, authorizing any director of the Seller and or authorized attorney to execute this Agreement; and

14.1.2 The Buyer shall deliver to the Seller the original, executed board resolution resolving to enter into this Agreement and to perform all its obligations pursuant to this Agreement, authorizing any director of the Buyer and or authorized attorney to execute this Agreement.

AS WITNESS whereof this Agreement has been executed on the day and year first above written.

.....

The Seller

.....

The Buyer