

AGREEMENT FOR THE SALE AND PURCHASE
OF THE SHARES OF
BULLISH ENTERTAINMENT B.V
MADE BY AND BETWEEN

MR. SOTIRIS KOUMANTARIS

And

MR. ANDRII DOBROVOLSKYI

This Sale and Purchase of Shares agreement (the “Agreement”) is made today the
2025

BY AND BETWEEN:

(1) Mr. Sotiris Koumantis holder of GBR passport with no. 557835812, residing at Stavrovouniou 11, Larnaca, 6036, Cyprus (hereinafter referred to as the “Seller”);

And

(2) 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 legal 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**”)

WHEREAS the Company is the legal owner of 100% of the issued share capital of BULLS PLAYGROUND LIMITED, a private limited liability company incorporated under the laws of the Republic of Cyprus with registration number HE 444091 (the “Subsidiary”);

WHEREAS the Buyer wishes to purchase from the Seller, and the Seller agrees to sell to the Buyer, the entire issued share capital of the Company, on the terms and conditions set out in this Agreement;

THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

- 1.1. “Business Day” means a day (other than a Saturday, a Sunday or a public holiday).
- 1.2. “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;
- 1.3. “Completion” means the completion of the sale and purchase of the Shares in accordance with the terms of this Agreement, which shall occur on the date on which all of the actions set out in Clause 2.2 have been completed, and the ownership title to the Shares has been validly transferred to the Buyer.
- 1.4. “Confidential Information” has the meaning given in Clause 7
- 1.5. “Consideration” means €35,000 (Thirty Five Thousand Euros)
- 1.6. “Group” means the Company and the Cyprus Subsidiary.

2. SALE AND PURCHASE

- 2.1. Subject to the terms and conditions 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 following:
 - 2.1.1. The Shares
 - 2.1.2. By acquiring the Shares of the Company, the Buyer will also indirectly acquire ownership and control of the Subsidiary.
 - 2.1.3. The CGA License, with license number OGL/2024/362/0674, a copy of which is attached hereto as **Appendix 2**.
 - 2.1.4. The domain name "bullsbet.io", which is registered under and owned by the Company, and which shall remain the property of the Company following Completion. Supporting registration details are attached hereto as **Appendix 3**.
 - 2.1.5. An active bank account in the name of the Subsidiary with Narvi Payments Oy Ab, the existence and account details of which are confirmed in the letter attached as **Appendix 4**.
 - 2.1.6. An active bank account in the name of the Subsidiary with ISX Financial EU PLC, as detailed in the confirmation attached hereto as **Appendix 5**.
- 2.2. Completion shall take place at such time and date as may be mutually agreed in writing by the Parties (the "Completion Date") but not later than 21 (twenty-one) Business Days from the date of this Agreement. Completion shall be conditional upon the satisfaction of the following conditions precedent:
 - 2.2.1. Delivery by the Seller of duly executed share transfer forms for the Shares in favour of the Buyer;
 - 2.2.2. Delivery of the original share certificates in respect of the Shares;
 - 2.2.3. Entry of the Buyer as the legal and beneficial owner of the Shares in the register of members of the Company;
 - 2.2.4. Delivery of a copy of the board resolution of the Company approving: (i) the transfer of the Shares to the Buyer; (ii) the registration of the Buyer as shareholder; and (iii) the resignation and appointment of directors (if applicable);
 - 2.2.5. Delivery of the CGA License (Appendix 2), confirmation of control/access to the domain "bullsbet.io" (Appendix 3), and confirmation of active bank accounts as per Appendices 4 and 5;
 - 2.2.6. Delivery of the Subsidiary's corporate records, statutory books, and any other documentation reasonably requested by the Buyer to complete the transaction.
 - 2.2.7. Any other document or item required to give full effect to this Agreement and the transactions contemplated hereby.
- 2.3. The Buyer shall have a period of ten (10) Business Days from the date of this Agreement (the "Due Diligence Period") to conduct its due diligence on the Company to its satisfaction, based on the documentation and information reasonably made available by the Seller. During the Due Diligence Period, the Seller shall provide the Buyer with reasonable access to the Company's corporate, financial, operational, and regulatory records, and shall cooperate in good faith in responding to any reasonable requests for

information made by the Buyer. If the Buyer identifies any material issue during its due diligence, it shall notify the Seller in writing within three (3) Business Days following the expiry of the Due Diligence Period. If no such notice is given, the due diligence shall be deemed completed and satisfactory. Upon the earlier of (a) the Buyer confirming in writing that it is satisfied with the outcome of its due diligence; or (b) the expiry of the Due Diligence Period and the subsequent three (3) Business Day notification period without any written objection from the Buyer, the Parties shall proceed to Completion within five (5) Business Days, unless otherwise agreed in writing.

- 2.4. The Buyer acknowledges and agrees that, following the completion of its due diligence in accordance with Clause 2.3, it shall acquire the Shares and the associated assets on an “as is, where is” basis. The Buyer confirms that it has not relied on, and shall have no remedy in respect of, any representation, warranty, assurance, or statement (including any made negligently) by or on behalf of the Seller or any of its representatives that is not expressly set out in this Agreement.

3. CONSIDERATION

- 3.1. The total consideration for the sale of shares shall be the Consideration. The Consideration is inclusive of all amounts payable in respect of the Shares and all assets, rights, and interests referred to in Clause 2, and constitutes full and final settlement for the transaction contemplated under this Agreement. The Buyer acknowledges and agrees that no further amounts shall be due or payable to the Seller in connection therewith, save as provided in Clause 3.3.
- 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 that any funds held in the Company’s or the Subsidiary’s bank accounts as of the Completion Date, as well as any funds received after Completion that relate to activities or obligations prior to Completion (“Pre-Completion Funds”), shall belong to the Seller. The Buyer shall ensure that all such Pre-Completion Funds are transferred to the Seller within 10 (ten) Business Days from the date such amounts are received in the respective bank accounts. The Buyer also agrees not to close or restrict access to any of the Company’s bank accounts listed in Appendix 4 and Appendix 5 until all Pre-Completion Funds have been received and paid to the Seller. The Buyer shall provide the Seller with monthly account statements or confirmation of any incoming Pre-Completion Funds until all such funds have been transferred to the Seller.

4. SUBSIDIARY

- 4.1. The Seller shall procure, and the Buyer shall be entitled to request, the resignation of all current directors, officers, and authorized signatories of Bulls, effective as of the Completion Date. The Seller shall provide signed resignation letters and all related corporate documents reasonably required for such changes.
- 4.2. The Seller shall also procure the appointment of the Buyer’s nominees as directors and officers of the Subsidiary upon Completion or as soon as reasonably practicable thereafter.
- 4.3. The Seller shall provide all assistance and documents necessary for the Buyer to update the registered office and any regulatory filings of the Subsidiary, at the Buyer’s request.

5. WARRANTIES

- 5.1. The Seller hereby represents, warrants, and covenants to the Buyer that, to the best of the Seller's knowledge, information, and belief, and having made reasonable inquiries:
 - 5.1.1. The Shares are duly authorized, validly issued, fully paid, and constitute 100% of the issued share capital of the Company. The Seller holds full legal title to the Shares and has the full right, authority, and power to sell and transfer them to the Buyer pursuant to the terms of this Agreement. The Shares are free from any encumbrance, lien, charge, or pledge.
 - 5.1.2. The execution and delivery of this Agreement and the performance by the Seller of its obligations hereunder do not and will not result in a breach of, or default under, any agreement, contract, order, or injunction by which the Seller is bound.
 - 5.1.3. The platform agreement with SoftGamings has been validly terminated, and there are no outstanding obligations, liabilities, or debts owed by the Company or the Seller to SoftGamings nor shall any such obligations be transferred to the Buyer.
 - 5.1.4. There are no unresolved or outstanding claims, demands, or disputes from players against the Company.
 - 5.1.5. The Company has no outstanding debts or liabilities to any of its suppliers, except for those disclosed and listed in **Appendix 6** and **Appendix 7**.
- 5.2. The Company made all submissions to the CGA including submissions of all required policies. This include the anti-money laundering 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:
 - (a) 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**”)
 - (b) 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 7 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 7 "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 Buyer hereby irrevocably waives any and all claims, demands, or causes of action against the Seller in respect of the Shares, the Company, or any assets transferred under this Agreement, except for claims arising from fraud, willful misconduct, or gross negligence by the Seller.
- 10.2. Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all direct losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with any breach by the Indemnifying Party of its representations, warranties, covenants, or obligations under this Agreement.

11. VARIATION

- 11.1. 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.

12. ASSIGNMENT

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

13. TERMINATION

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

13.2. 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.

14. LAW AND JURISDICTION

14.1. 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.

15. MISCELLANEOUS

15.1. Simultaneously upon execution of this Agreement:

15.1.1. 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

15.1.2. 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.

IN WITNESS WHEREOF,

This agreement is executed by the parties hereto in three originals, on thisday of2025.

This agreement may be signed on/or scanned copies and in counterparts, each of which shall be deemed an original and which together shall constitute one document.

Seller

Sotiris Koumantaris

Buyer

Andrii Dobrovolsky