

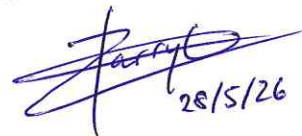
Dated 30 August 2019

SHARE PURCHASE AGREEMENT

by and between
CASTELIN LTD,
MAXIFY INVESTMENT SWEDEN AB,
PREVERITA LTD,
and
RAKETECH GROUP LTD
regarding transfer of the shares in Casumba Media Ltd

I hereby certify that this
document is a true copy of
the original document, which
I have seen and verified in
its original form

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28/5/26

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Appendix A – Adherence confirmation

This share purchase agreement (the "**Agreement**") is made on 30 August 2019 (the "**Closing Date**") between:

- (1) **RakeTech Group Ltd**, company reg. no. C 48831, a company incorporated under the laws of Malta, whose registered office is at 6 Paceville Avenue, STJ 3109 St. Julians, Malta (the "**Buyer**");
- (2) **Castelin Ltd**, company reg. no. HE394446, a company registered under the laws of Cyprus having its registered office at Naxou 4, 1st Floor/Office 101, Nicosia 1070, Cyprus;
- (3) **Maxify Investment Sweden AB**, company reg. no. 556923-1649, a company registered under the laws of Sweden having its registered address at Hagensvägen 47, Saxtorp 261 93, Sweden; and
- (4) **Preverita Ltd**, company reg. no. HE368977 a company registered under the laws of Cyprus having its registered office at Naxou 4, 1st Floor/Office 101, Nicosia 1070, Cyprus.

Party (2)-(4) are hereinafter collectively referred to as the "**Sellers**".

All parties listed above are hereinafter collectively referred to as the "**Parties**".

Recitals

- (A) Casumba Media Ltd, company reg. no. C76055, a company incorporated under the laws of Malta having its registered office at 2A, Edge Water Business Complex, Triq Elija Zammit, St. Julian's STJ 3120, Malta (the "**Company**") operates certain websites on the internet which specialise in marketing and referring visitors to other websites.
- (B) The Buyer is a subsidiary to Raketech Group Holding PLC, company reg. no. C77421 a limited liability company registered under the laws of Malta having its registered office at 6 Paceville Avenue, STJ 3109 St. Julians, Malta (the "**Parent**").
- (C) The Sellers are the sole owners and registered holders of all outstanding shares in the Company (the "**Shares**"), allocated as set out in Appendix (C).
- (D) The Sellers has agreed to sell the Shares and the Buyer has agreed to purchase all the Shares on and subject to the terms of this Agreement (the "**Transaction**").

1 Sale and purchase of the Shares

1.1 On and subject to the terms of this Agreement:

- 1.1.1 the Sellers agree to sell, and the Buyer agrees to purchase the Shares; and
- 1.1.2 the Shares shall be sold free of any encumbrances or pledges together with all rights and advantages attaching to them at signing of this Agreement.

2 Purchase Price

- 2.1 The aggregate purchase price payable by the Buyer for the Shares (the "**Purchase Price**") shall correspond to an upfront payment of the amount of EUR 2,001,060 (the "**Initial**")

Payment") plus any earn-out payment pursuant to Section 2.4, 2.5, 0 and 2.7. All payments to the Sellers shall be made pro-rata their shareholding in the Company per Closing Date, as set out in Appendix (C).

- 2.2** The Initial Payment shall be paid within 15 business days after the Closing Date. The payment shall be made to the Sellers' bank account bearing the following details:

Account Holder: Castelin Ltd
Bank: SEB (Lux)
IBAN: LU47064 3059001 A01978
SWIFT: ESSELULLXXX

Account Holder: Preveritas Ltd
Bank: SEB (Lux)
IBAN: LU600643058250A01978
SWIFT: ESSELULLXXX

Account holder: Maxify Investment Sweden AB
IBAN: SE4550000000055261004993
BIC: ESSESESS

- 2.3** The Buyer shall pay all costs pertaining to the Transfer which is contemplated to be made after the Transaction.

2.4 Earn-out 1

As additional consideration for the Shares, the Buyer shall pay an additional purchase price of EUR 450,000 to the Sellers, in respect of the period beginning on 1 July 2019 and ending on 31 December 2019 provided that the Company generates EUR 500,000 in EBIT (definition in line with IFRS) or more, as calculated and set out in Appendix 2.4. The earn-out shall be paid on 15 March 2020, provided that the annual accounts of the Company are reconciled.

2.5 Earn-out 2

As additional consideration for the Shares, the Buyer shall pay an additional purchase price of up to EUR 1,600,000 to the Sellers in respect of the period beginning on 1 January 2020 and ending on 31 December 2021 (the "Earn-out Period 1"), provided that the Company generates certain levels EBIT, calculated as set out in Appendix 2.4. The levels of EBIT and the corresponding Earn-out Payment, are set out in Appendix 2.5. The EBIT relates to the generated EBIT of the Company. Earn-out 2 shall be paid in two instalments: one on 15 March 2021 and the second one on 15 March 2022, provided that the annual accounts of the Company are reconciled.