

SHARE PURCHASE AGREEMENT
OF PROMOTECH N.V.

This Share Purchase Agreement (the "**Agreement**") is entered into as of 21st of May, 2025, by and between:

1. **Sergiu Cravenco**, born on January 16, 1985 in Republica Moldova, holder of a Moldovan passport number AB1281176, residing at Portomaso Blk 21, Apt 71, Vjal Portomaso, Paceville, San Ġiljan, Malta (hereinafter the "**Seller**"); and
2. **Aleksandr Novickij**, born on December 11, 2002 in Lithuania, holder of a Lithuanian passport number 25470245, residing at Linksmoji G. 123-37, LT-11234, Vilnius, Lithuania, (hereinafter the "**Purchaser**").

Collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, the Seller is the sole legal and beneficial owner of one (1) share, with a nominal value of EUR 1, in **Promotech N.V.**;

WHEREAS, the Seller desires to sell, and the Purchaser desires to purchase, said Share under the terms herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

TRANSFER OF SHARE

The Seller hereby sells, transfers, and conveys to the Purchaser, and the Purchaser hereby purchases and accepts, full ownership of:

- **1 (one) share**, with a nominal value of EUR 1 (the "**Share**"), representing the entire issued capital stock of **Promotech N.V.** (the "**Company**"), a limited liability company organized under the laws of Curacao, with registered number 165167 and registered address at Dr. H. Fergusonweg 1, Curacao.

PURCHASE PRICE

The total purchase price for the Share (the "**Purchase Price**") is **30,000 EUR (thirty thousand Euros)**, payable as follows:

a) **Initial Payment**: Thirty percent (30%) of the Purchase Price, amounting to **9,000 EUR (nine thousand Euros)** shall be paid by the Purchaser to the Seller upon execution of this Agreement.

b) **Final Payment:** Seventy percent (70%) of the Purchase Price, amounting to **21,000 EUR (twenty-one thousand Euros)** shall be paid by the Purchaser within five (5) business days following the approval of the new UBO by the Curaçao Gaming Authority.

All payments shall be made via cryptocurrency transfer to the Seller's designated wallet address, details of which shall be provided in writing by the Seller to the Purchaser prior to the initial payment.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

Article 1

The Seller represents and warrants to the Purchaser that, as of the date hereof:

1. The Seller is the sole legal and beneficial owner of the Share and has full right, power, and authority to sell and transfer them as contemplated herein.
2. No options, preemptive rights, or other preferences exist with respect to the Share.
3. The Share are free and clear of all liens, claims, encumbrances, or restrictions of any kind.
4. The execution, delivery, and performance of this Agreement do not contravene any applicable laws, regulations, or agreements binding on the Seller.
5. The Company is duly organized and in good standing under Curacao law, with no pending litigation or material undisclosed liabilities affecting the Share.

Article 2

All dividends, distributions, or other benefits accruing on the Share from the date of this Agreement shall inure solely to the benefit of the Purchaser.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Article 3

The Purchaser represents and warrants to the Seller that, as of the date hereof:

1. The Purchaser has the legal capacity and authority to enter into and perform this Agreement and consummate the transaction contemplated herein.
2. The execution, delivery, and performance of this Agreement do not violate any laws, regulations, or agreements binding on the Purchaser.
3. The funds used to pay the Purchase Price are derived from lawful sources and comply with applicable anti-money laundering regulations.

PAYMENT AND CONDITIONS

Article 4

1. The Purchase Price shall be paid in accordance with the terms outlined above.

CLOSING

Article 5

1. The closing of the sale and purchase of the Share (the "**Closing**") shall occur remotely via electronic exchange of signed documents within five (5) business days of the execution of this Agreement, unless otherwise mutually agreed by the Parties.
2. At Closing, the Seller shall deliver to the Purchaser all necessary documentation to effectuate the transfer of the Share, including any required updates to the Company's shareholder registry.

WAIVER OF ANNULMENT RIGHTS

Article 6

1. The Parties irrevocably waive any rights under Curacao law to seek dissolution or annulment of this Agreement, except as expressly provided herein.

AUTHORIZATION

Article 7

1. The Seller irrevocably authorizes the Purchaser to take all necessary actions to effectuate the transfer of the Share, including registration with the Company and any relevant Curacao authorities, as required by law.

GOVERNING LAW AND DISPUTE RESOLUTION

Article 8

1. This Agreement shall be governed by and construed in accordance with the laws of Curacao.
2. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved exclusively by the courts of Curacao.

MISCELLANEOUS

Article 9

1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether oral or written.
2. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.
3. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as originals.

4. The Parties shall maintain the confidentiality of all non-public information exchanged in connection with this Agreement, except as required by law or with prior written consent of the other Party.
5. Each Party shall indemnify and hold harmless the other from and against any losses, damages, or costs arising from breaches of their respective representations and warranties herein, subject to applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of 21st of May, 2025.

Seller

Sergiu Cravcenco



(Signature)

Purchaser

Aleksandr Novickij



(Signature)

ACKNOWLEDGEMENT

(SMES) Solutions for Management and Employment Support N.V. established in Willemstad, Curaçao, hereby

- acknowledges the transfer of one (1) share in the issued share capital of **Promotech N.V.** with a par value of EUR 1.00, number 1 to **Mr. Aleksandr Novickij**.

Curaçao, May 21, 2025



**(SMES) Solutions for Management
and Employment Support N.V.
Title: Managing Director**