

Confidential

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made between,

Thomas Juhani Wikstrom, residing at 20,Rue Meckenheck, L-3321, Berchem, holder of Finnish passport №FP4490804 (**the “Vendor”**) and

Marc Iarochévitch (passport №ES725599), residing at 1390 Grez-Doiceau, Rue de Fontenelle 19, Belgique, holder of Belgian passport №ES725599 (**the “Purchaser”**), (together hereinafter referred to as **“Parties”**)

On 30 April 2025

WHEREAS

- 1) the Vendor is the registered shareholder of all of the issued shares (the “Shares”) in the share capital of “Advanced Sports Entertainment N.V.” (the **“Company”**);
- 2) the Company has been duly incorporated on 17th day of June, 2016 under the number 140543, registered office at Kaya Richard J.Beaujon Z/N Curaçao, is organized, validly subsisting under the law of Curaçao and is in good standing.
- 3) the Vendor wishes to sell the Shares to the Purchaser and the Purchaser agrees to purchase the Shares from the Vendor at the price agreed by the Parties in accordance with the terms and conditions of this Agreement.

THIS AGREEMENT WITNESSES

that in consideration of the covenants, agreements, warranties and payments herein set out and provided for, the parties hereto covenant and agree as follows:

Article 1. Shares

1.1. Subject to the terms and conditions hereof, the Vendor agrees to sell the Shares to the Purchaser and the Purchaser agrees to purchase the Shares from the Vendor.

1.2. The authorized share capital of the Company is one thousand (1,000) issued shares of EUR 1 - nominal value each which have been duly issued in favor of the Vendor. The Vendor owns the Shares since 8th August 2019, as evidenced by the Company's Share Register.

Article 2. Purchase Price

2.1. The purchase price for the shares shall be 10.000 EURO.

2.2. The purchase price shall be paid by the Purchaser not later than 30 days following the date of registration of the change of shareholder.

2.2. The Vendor agrees that he will be solely liable for payment of any and all taxes relating to the sale of the Shares.

2.3. The Purchaser agrees that he will be solely liable for payment of any and all taxes relating to the purchase of the Shares.

2.4. The Shares shall be paid in EUR to bank details additionally agreed by the Parties herein.

Article 3. Representations and Warranties of the Vendor

3.1. The Vendor covenants, represents and warrants as follows and acknowledges that the Purchaser is relying upon such covenants, representations and warranties in connection with the purchase by the Purchaser of the Shares:

- 1) The Vendor is a registered shareholder, with good and marketable title to the Shares, free and clear of any pledge, lien, charge, encumbrance or security interest of any kind and the Vendor has the power, authority and right to sell the Shares in accordance with the terms of this Agreement;

- 2) There are no actions, suits, proceedings, investigations or claims now threatened or pending against the Company in respect of taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;
- 3) The corporate records of the Company contain complete and accurate minutes of all meetings of the directors and shareholders of the Company held since incorporation of the Company, all such meetings were duly called and held, the register of shareholders, register of transfers, and register of directors of the Company are complete and accurate;
- 4) The Company has no loans or indebtedness outstanding which have been made to directors, former directors, officers, shareholders and/or employees of the Company or to any person and the Company is not dealing at arms length with any of the foregoing;
- 5) The Company has good and marketable title to its assets, free and clear of any and all claims, liens, encumbrances and security interests whatsoever;
- 6) Up to the date of this agreement there has been no change in the business, operations, affairs or condition of the Company, financial or otherwise, or arising as a result of any legislative or regulatory change, revocation of any license or right to do business, except changes occurring in the ordinary course of business, which changes have not adversely affected and will not adversely affect the organization, business, properties, prospects and financial condition of the Company;
- 7) The Company does not have any outstanding agreement (including employment agreements), contract or commitment, whether written or oral, of any nature or kind whatsoever. The Company is not a party to any written or oral employment, service or pension agreement;
- 8) The Company is not in default or breach of any contracts or agreements (written or oral) or other instruments to which it is a party and there exists no state of facts which after notice or lapse of time or both would constitute such a default or breach, and all such contracts, agreements or other instruments are now in good standing and the Company is entitled to all benefits thereunder except as otherwise disclosed herein;
- 9) The business of the Company has been and will be carried on in the ordinary and normal course up to the time of closing of the sale.

Article 4. Conditions of Closing

4.1. The sale and purchase of the Shares are subject to the following terms and conditions for the exclusive benefit of the Purchaser to be fulfilled or performed at or prior to closing:

(a) The covenants, representations and warranties of the Vendor contained in Article 3 hereof, shall be true and correct as of the date hereof, and shall be true and correct on and as of closing with the same force and effect as though such covenants, representations and warranties had been made on and as of such date.

(b) The Vendor shall have delivered to the Purchaser the corporate records, minutes, resolutions, share certificates, seal (if any) and other corporate records relating to the Company and any and all records relating to the Company or its business whatsoever which are in his possession.

(c) The Vendor and the Purchaser shall enter into the Transfer of shares by signing this agreement, followed by the written acknowledgement of the Company.

(d) At the closing date, there shall have been no material adverse change in the affairs, assets, liabilities, financial condition of business of the Company from that agreed by the Parties.

4.2. The closing shall take place at the address of the Customer.

Article 5. Indemnification

5.1. The Vendor agrees to indemnify and save harmless the Purchaser and the Company of and from any loss whatsoever arising out of, under or pursuant to:

(a) any material loss suffered by the Purchaser or the Company as a result of any breach or inaccuracy of representation, warranty or covenant contained in this Agreement; and

(b) all claims, demands, costs and expenses reasonably incurred in respect of the foregoing.

Article 6. Survival

6.1. The covenants, representations and warranties of the Vendor contained in this Agreement and contained in any document or certificate given pursuant hereto shall survive the closing of the purchase and sale of the Shares provided for herein and, notwithstanding such closing, any investigation made by or on behalf of the Customer, shall continue in full force and effect for the benefit of the Purchaser for a period of three(3) years following closing of the transaction provided for herein after which time the Vendor shall be released from all obligations and liabilities hereunder in respect of such representations and warranties except with respect to any claims made by the Purchaser in writing prior to the expiration of such period.

Article 7. Miscellaneous

7.1. The parties acknowledge that the recitals herein are true and correct in all material respects.

7.2. The Parties hereto acknowledge that this Agreement and Schedules hereto are made in the English language in two counterparts, one for each of the Parties. The Parties hereto acknowledge that they understand the meaning of any and all provisions of this Agreement and Schedules hereto as if they were made in their native language.

7.3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal personal representatives, successors and assigns.

7.4. This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties hereto. There are no and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this Agreement and Schedules hereto may not be amended or modified in any respect except by written instrument signed by the Parties hereto. In case of any discrepancies between the text of this Share Purchase agreement and any Schedules hereto the terms of the Schedules shall prevail.

7.5. This Agreement shall be deemed by the Parties as confidential.

7.6. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of Curacao.

IN WITNESS WHEREOF

the parties hereto have executed this Agreement as of the date first written above.

The Vendor
Thomas Juhani Wikström

/signature/

The Purchaser
Marc Iarochévitch

/signature/