

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("Agreement") is made and entered into as of 01 February 2025, by and between:

1. **CHRISTOS ANDRONIKIDIS**, an individual registered at Komninon, 3, AKTAION COURT 2, 4th floor, Flat/Office 8,6045, Larnaca, Cyprus ("Seller"); and
2. **ANASTASIOS VOGIATZIS**, an individual registered at Chanion 29, Peristeri, 12133, Greece ("Buyer").

WHEREAS:

- The Seller is the legal and beneficial owner of 100% of the issued and outstanding shares ("Shares") of Gastone Club Online Ltd located at Komninon, 3, AKTAION COURT 2, 4th floor, Flat/Office 8,6045, Larnaca, Cyprus with registration number HE 416735, a company incorporated and registered under the laws of Cyprus (the "Company"). Gastone Club Online holds the 100% of the shares of Great Star NV, located at Schout Bij Nacht Doormanweg 40, P.O. Box 4745, Willemstad ,Curacao with registration number 122623 and both of them form the group of entities (the "Group"),
- The Buyer desires to acquire the Shares of the above group of companies under the agreed below plan.
- The Seller agrees to transfer full ownership of the Shares to the Buyer immediately upon signing this Agreement.
- The Buyer and Seller acknowledge that payments for the Shares shall be negotiated based on the future valuation of the Company after three (3) years of positive revenue.

1. TRANSFER OF SHARES

1.1. The Seller agrees to transfer 100% of the total Shares of the Company to the Buyer upon execution of this Agreement.

1.2. The transfer shall be irrevocable and shall not be contingent upon any external conditions.

2. PAYMENT TERMS

2.1. No payment shall be made to the Seller until

a) The subsidiary company Great Star NV is granted the green seal by GCB/CGA and b) The Company has achieved three (3) consecutive years of positive revenue, as determined by the annual financial statements.

2.2. After three years of positive revenue, the Buyer and Seller shall reassess the Company's valuation through an independent third-party valuation expert or based on industry-standard valuation metrics.

2.3. Based on the newly assessed valuation, the Buyer and Seller shall negotiate a fair and reasonable payment schedule to compensate the Seller.

4. REPRESENTATIONS & WARRANTIES

4.1. Seller's Warranties a) The Seller is the sole legal and beneficial owner of the Shares. b) There are no outstanding loans, encumbrances, or claims against the Shares. c) The Company has no undisclosed liabilities, pending lawsuits, or regulatory violations. d) The Seller has the full authority to enter into this Agreement.

4.2. Buyer's Warranties a) The Buyer understands and accepts the risks associated with business operations. b) The Buyer shall assume all managerial and operational responsibilities upon execution of the Agreement. c) The Buyer will act in good faith in negotiating the future valuation and payment schedule.

5. POST-TRANSFER OBLIGATIONS

5.1. Seller's Limited Involvement a) The Seller may serve as an advisor for a transitional period of two years

5.2. Buyer's Responsibilities

a) The Buyer shall be responsible for all operational and financial aspects of the Company post-transfer. b) The Buyer agrees to maintain financial transparency and provide periodic revenue reports to the Seller until payments are completed.

6. TERMINATION

6.1. This Agreement may be terminated if:

a) The Group fails to acquire the relevant license

b) The Company fails to achieve positive revenue within 3 years of execution of this Agreement.

c) The Buyer and Seller fail to reach a mutual agreement on the payment structure after 3 years of positive revenue.

6.2. In the event of termination, ownership of the Shares shall revert to the Seller unless otherwise negotiated.

7. DISPUTE RESOLUTION

7.1. Any disputes arising out of this Agreement shall be resolved through good-faith negotiations.

7.2. If a resolution cannot be reached, disputes shall be settled through arbitration in Cyprus, in accordance with the laws of Cyprus.

8. GENERAL PROVISIONS

8.1. Confidentiality: Both parties agree to maintain the confidentiality of this Agreement and all related discussions

8.2. Governing Law: This Agreement shall be governed by and interpreted under the laws of Cyprus

8.3. Entire Agreement: This document constitutes the entire agreement between the parties and supersedes all prior discussions and agreements.

8.4. Amendments: Any modifications to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

Christos Andronikidis



DATE : 01/02/2025

BUYER:

Anastastios Vogiatzis



DATE : 01/02/2025

