

Share Purchase Agreement

between

(1) **Lorenzo Caci**

and

(2) **WAC Holding Group Limited**

relating to the sale and purchase of the shares representing 100% of the share capital of White Fox N.V.

31 December, 2025

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SHARE PURCHASE AGREEMENT

by and between

- (1) **Lorenzo Caci**, holder of Swiss passport number X0Y40F51 and residing at Quinta Marques Gomes, 632 LOTE 6 3L 4400-719, Vila Nova de Gaia, Portugal ("**Buyer**");

- on one side -

and

- (2) **WAC Holding Group Limited**, a limited liability company incorporated and registered in Malta having Company Registration Number C 84136 and its registered address at Valletta Buildings, Second Floor, Suite 7, South Street, Valletta VLT 1103, Malta (the "**Seller**");

- on the other side -

Hereinafter jointly referred to as the "**Parties**".

RECITALS

- A. The Seller is the owner of the entire share capital of White Fox N.V., a company incorporated and registered under the laws of Curaçao, with Company Registration number 142472 and its registered office at Dr. M. J. Hugenholtzweg 25, Curaçao (the "**Target**") and which holds a Curaçao Supplier Licence numbered OGL/2024/741/0852 valid from 16 June 2025 until 16 December 2025 (the "**CGA license**"), for which the fee covering the period July - December 2025 for the amount of twelve thousand, two hundred and forty-five Euro (Eur 12.245.00) has been paid;
- B. The entire issued and paid-in share capital of the Target is represented by one thousand (1,000) ordinary shares, with a nominal value of one Euro (Eur 1) each (the "**Shares**");
- C. The Buyer acknowledges that the Target has been beneficially owned by the Buyer since the 3 April 2018 and further, that the Seller is under the beneficial ownership and control of the Buyer as of the Execution Date;
- D. The Buyer further acknowledges that he is knowledgeable of the Target's corporate, financial and legal history;
- E. The Buyer is desirous of acquiring the Target in his personal capacity;
- F. The Buyer, on the one side, and the Seller, on the other side, have resolved to enter into this Agreement to set forth the terms and conditions whereby the Seller undertakes to sell, and the Buyer undertakes to acquire, the Shares.

NOW, THEREFORE, in consideration of the above Recitals, the Parties, intending to be legally bound, hereby agree and covenant as follows.

1. Definitions and Rules of Interpretation

1.1. Definitions

In addition to terms in capital letters defined elsewhere in this Agreement, for the purposes hereof the following terms shall have the meaning ascribed to them below:

"Accounting Principles" means the accounting principles applied by the Target, namely the Generally Accepted Accounting Principles in The Netherlands.

"Affiliates" means, with respect to any Person, an individual, corporation, partnership, firm, association, unincorporated organization or other entity directly or indirectly controlling, controlled by or under common control with such Person, it being understood that, for the purposes of this definition.

"Agreement" means this Share Purchase Agreement and all Appendices related to it.

"Authority": any court (of civil, criminal or administrative nature) or governmental or other regulatory or administrative agency, commission, body or authority, at local, national or supranational level, entitled to exercise administrative, executive, judicial, police, regulatory or taxing authority or power.

"Bank Accounts" means the bank accounts listed in Appendix 3.

"Business Day" means any calendar day other than Saturdays, Sundays and any other days on which banks are authorized to close in Curaçao.

"CGA" means the Curaçao Gaming Authority, previously referred to as the 'Curaçao Gaming Control Board', being the regulator for the Curaçao land-based casino industry, the licensing authority for all lotteries, charity bingo, charity bon ku ne, and based on the Landsverordening op de Kansspelen (National Ordinance on Games of Chance), the regulator for the online gaming industry.

"Closing" means the purchase and sale of the Shares and, in general, the execution and exchange of all documents and agreements and the performance and consummation of all obligations and transactions, respectively required to be executed, exchanged, performed and/or consummated on the Closing Date pursuant to this Agreement.

"Closing Date" means the date on which the Closing shall actually take place in accordance with the applicable provisions of this Agreement and, unless otherwise agreed in writing by and between the Parties, means the 31 December 2025.

"CSP" means Virae Management B.V., the corporate service provider which as of the Execution Date provides corporate, directorship, legal and accounting services to the Target under an agreement in place with the Buyer;

"Domain" means the domain listed in Clause 3.2.1(g).

"Euro" means the currency of this Agreement, which constitutes legal tender for the payment of public and private debts therein.

"Execution Date" means the date of signing of this Agreement.

"Financial Statements" means the approved financial statements of the Target as of 31st December of any given calendar year.

"Interim Accounts" means the accounts of the Target as of 30 December 2025.

"Intellectual Property" includes, without limitation, the Software and all copyrights and related rights, industrial property (such as inventions, discoveries, industrial designs, trademarks, services marks, commercial names and designations, semi-conductor and circuit layouts), patents, patent applications and continuations, database rights, moral rights, trade secrets, know-how, designs algorithms, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields whether arising by operation of law, contract, license or otherwise held by the Target (whether as owner or licensee), which on the date hereof and on the Closing Date are used in relation to the Target's business.

"Law" means any constitution, treaty, statute, law, act, law-decree, legislative decree, regulation, ministerial decree, and any other legally binding provision under Maltese, EU or extra-EU legislation, as the case may be, in effect from time to time.

"Loss" means any and all actual damages incurred.

"Person" means any individual, corporation, partnership, firm, association, unincorporated organization or other entity.

"Purchase Price" means the amount set forth in Clause 2.3 to be paid by the Buyer to the Seller at Closing as consideration for the sale of the Shares.

"Related Party" means, with respect to any Person, a Person who/which is a related party (within the meaning of the IAS 24 accounting principle) of such Person.

"Shares" means one thousand (1000) shares of the Target, representing 100% of its issued and outstanding share capital.

"Taxes": mean any supranational, national or local tax, including income/corporate income, trade, wealth, value-added, sales, property or transfer tax, salary/wage tax, any other withholding tax, excise taxes, customs, duties, levies or any other tax within the meaning of any applicable Law, in each case together with any interest, penalty, fine, addition to tax or other ancillary duties or any other such charges within the meaning of any applicable Law, to which each Target may be subject.

1.2. Rules of Interpretation

1.2.1. The definitions set forth or referred to in Clause 1.1 shall apply equally to both the singular and plural forms of the terms defined. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "herein", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement (including the Appendices thereto) in its entirety and not to any part thereof, unless the context otherwise requires.

1.2.2. All references herein to Clauses, Paragraphs and Appendices shall be deemed references to Clauses and Paragraphs of, and Appendices to, this Agreement unless the context otherwise requires.

1.2.3. Recitals of and Appendices to this Agreement constitute an integral and essential part of this Agreement.

1.2.4. The Table of Contents and the descriptive headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

1.2.5. Any reference in this Agreement to a "day" or number of "days" (without the explicit qualification of Business Day) shall be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice shall be deferred until, or may be taken or given on, the next Business Day.

2. Purchase and Sale of the Shares

2.1. Undertakings of the Seller and the Buyer regarding the Target

2.1.1. The Parties agree that save as expressly set out in this Agreement, the Shares are being sold 'as is' and furthermore, in light of the facts stated in the paragraph marked 'C' in the Preamble to this Agreement, the Buyer is satisfied with the information available regarding the Target's corporate, financial and legal history.

2.1.2. The Parties further agree that since the CSP intends to carry on with the provision of its services to the Target after Closing, no handover of accounting books and records is required to be provided from the Seller to the CSP and/or to the Buyer other than as expressly set out in this Agreement.

2.1.3. The Parties further agree a non-exhaustive list of active contracts between the Target and third parties is included and disclosed in Appendix 1 which the Buyer acknowledges and accepts.

2.2. Undertakings of the Seller and the Buyer regarding the purchase of the Shares

On the terms and conditions set forth in this Agreement, the Seller hereby undertakes to sell to the Buyer, and the Buyer hereby undertakes to purchase from the Seller, the Shares, in consideration of the Purchase Price set out in Clause 2.3.

2.3. The Purchase Price

The aggregate amount to be paid by the Buyer to the Seller as consideration for the purchase and sale of the Shares is equal to forty thousand Euro (Euro 40,000.00) (the "**Purchase Price**"). The Buyer shall pay the Purchase Price to the Seller in immediately available funds on the Closing Date, by wire transfer to the bank account to be communicated by the Seller at least 5 (five) Business Days prior to the Closing Date.

3. Closing

3.1. Date and Place of Closing

Except as otherwise agreed in writing between the Parties, the Closing shall take place in Curaçao on the Closing Date. By the Closing Date:

- (a) the Seller shall provide evidence of the Board and Shareholders' Resolutions authorising the sale of the Shares to the Buyer;
- (b) the Seller shall transfer full and unencumbered ownership of the Shares to the Buyer in accordance with Curaçao Law;
- (c) the Buyer shall pay to the Seller the full amount of the Purchase Price, to be credited to the Seller's bank account with value date as of the Closing Date and confirmation by the recipient bank;
- (d) each of the Parties shall execute and deliver, and cause to be executed and delivered, such transfer or other instruments or documents as may be necessary, under applicable laws, to properly effect the purposes of this Agreement, including without limitation the documents in Appendix 2.

3.2 Waiver of Pre-Emption Rights; Board Approvals

3.2.1. Shareholder Waiver under Article 12(15) of the Articles of Association of the Target

The Seller, each being the sole shareholder of the shares of the Target at the Execution Date, hereby expressly waives, in accordance with Article 12(15) of the Articles of Association (hereinafter the 'AOA') of the Target, the applicability of the pre-emption rights and share transfer procedures set forth in Article 12(1) through (14) of the AoA of the Target with respect to the transfer of the Shares to the Buyer.

This waiver constitutes the unanimous shareholder notification required under Article 12(15) of the AoA of the Target and permits the transfer of the Shares to take place freely during the three (3) month period permitted therein.

3.2.2. Board Acknowledgment and Approval

The Parties acknowledge that the managing director of the Target, Virae Management B.V., shall, immediately prior to or on the Closing Date:

- (a) acknowledge receipt of the waiver referred to in Clause 3.2.1;
- (b) confirm that the requirements of Article 12(15) of the AoA of the Target have been duly complied with;
- (c) approve the transfer of the Shares from the Seller to the Buyer; and
- (d) undertake to update the Target's shareholders' register so as to record the Buyer as the sole shareholder of the Target effective as of the Closing.

3.3. Deliverables at Closing

As Closing deliverables and conditions precedent to completion of the transfer of the Shares, the Seller shall procure that the Target delivers to the Buyer and includes in the closing documentation:

- (a) a written acknowledgment by the Target of the waiver pursuant to Article 12(15) of the Articles of Association of the Target;
- (b) a board approval of the transfer of the Shares; and
- (c) the updated shareholders' register of the Target reflecting the Buyer as the sole shareholder as of the Closing Date.

3.4. Obligations after Closing

The Seller shall be obliged to do and give effect to the following post-Closing obligations which shall not affect the validity and/or effect of Closing:

- (a) execute from its part the documents contained in Appendix 2;
- (b) provide to the CSP all information required to enable the CSP to file the Target's 31 December 2024 Financial Statements and deliver to the CSP the Target's 31 December 2025 Interim Accounts including all ledgers and invoices;
- (c) provide to the CSP all information required to enable the CSP to file the Target's tax return for the year ended 31 December 2024;
- (d) cause a shareholders' meeting of the Target to be validly convened for the purpose of appointing the following persons having signing authority in respect of the Bank Accounts, all in accordance with the Buyer's instructions: Shaun Grech (shaun@innovaplay.io) and Daniela Gomez (finance@innovaplay.io);
- (e) amend the Seller's user profile attached to the CGA Licence on the online portal <https://portal.gamingcontrolCuraçao.org/> to enable the Buyer to set up his own profile attached to the CGA Licence;
- (f) communicate the credentials and transfer the effective control of the domain whitefoxltd.com (the "Domain").

3.5. Transfer of Title

Upon completion of the Closing, the Buyer will acquire title to the Shares as of the Closing Date and will be entitled to any dividend declared or paid with respect thereto from such date.

3.6. One and single Transaction

It is agreed that all actions and transactions constituting the Closing and which are required to take place pursuant to Clause 3 shall take place simultaneously and be regarded as one single transaction so that, unless otherwise elected by the Party having interest in the carrying out of the specific action or transaction, no action or transaction shall be deemed to have taken place unless and until all other actions and transactions constituting the Closing shall have taken place as provided in this Agreement.

4. Representations and Warranties of the Seller

4.1. General rules on the representations and warranties of the Seller

In light of the fact that the Buyer is, as at the Execution Date, the ultimate beneficial owner of the Target and the Seller, the Seller does not directly or indirectly make any representations, give any warranties or undertake any commitments with reference to the Target, its assets and businesses, the Shares and generally the transactions contemplated under this Agreement, other than those expressly and specifically given in this Agreement.

5. Representations and Warranties of the Buyer

5.1. Undertaking of the Buyer

The Buyer hereby makes the following representations and warranties to the Seller:

5.1.1. No use of the Seller's branding and/or IP

The Buyer will not make use of any and all branding materials and/or any and all Intellectual Property rights owned by the Seller and/or its Affiliates and furthermore, will not do anything which may create a likelihood of confusion and/or association with the Seller and/or its Affiliates. The Buyer further confirms that other than the rights attached to the Domain, the Buyer will not acquire any other rights to the Seller's branding and/or Intellectual Property by virtue of this Agreement.

5.1.2. Waiver of due diligence

The Buyer waives his right to carry out due diligence on the Target and declares that the information available to him as a result of his role and involvement in the the Target prior to the Execution Date is sufficient to enable him to enter into this Agreement and acquire the Target in accordance with its terms in full cognisance, knowledge and awareness of the Target's financial, legal, regulatory and reputational history, current standing and affairs.

5.1.3. Independent advice

The Buyer has received or had the opportunity to receive independent legal, financial and tax advice regarding this Agreement and fully understands its terms and consequences.

5.1.4. Brokers

The Buyer has not incurred any liability for any brokerage, finder's or similar fees or commissions in connection with the transactions contemplated hereby, the payment of which could be validly claimed from the Seller or any of its Affiliates.

6. Indemnification

As of the Execution Date, the Seller shall not be liable to the Buyer and shall have no obligation to the Buyer, nor the Buyer to the Seller, in relation to the Target and/or the subject-matter of

this Agreement.

7. Indemnity undertaking of the Buyer

The Buyer shall indemnify and hold the Seller harmless from, against and with respect to any Losses incurred or suffered by the latter arising out, or as a result of, any inaccuracy or breach of any representation or warranty made by the Buyer in this Agreement.

8. Miscellaneous Provisions

8.1. Survival

Except as otherwise provided in other Clauses of this Agreement, the representations and warranties of the Parties contained in Clauses 4 and 5 and, in general, all other clauses of this Agreement providing for any obligation of the Parties to be performed after the Closing Date shall remain in full force and effect after the Closing, without necessity for any of the Parties to reiterate or otherwise confirm its commitment with respect thereto.

8.2. Entire agreement and changes in writing

This Agreement:

- (i) constitutes the entire agreement between the Parties and supersedes all prior agreements, discussions, commitments, representations, whether written or oral, between the Parties, with respect to the subject matter hereof;
- (ii) may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the Party against whom enforcement of any such waiver, change, modification or discharge is sought.

8.3. Assignment

Except as otherwise specifically provided herein, neither Party may assign any of its rights, interests or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

8.4. Appendices

All Appendices attached to this Agreement are incorporated herein and made a part hereof as if fully written in this Agreement.

8.5. Taxes and Other Expenses

8.5.1. Each Party shall bear and pay the legal and other professional costs and expenses incurred by it in connection with the negotiation, execution and exchange of this Agreement and/or the performance of the obligations contemplated hereby.

8.5.2. Any taxes on any income or capital gain realized by the Seller as a result of the sale of the Shares pursuant to this Agreement shall be borne by the Seller.

8.5.3. Any notarial fees, taxes and similar costs and expenses payable with respect to the transfer of the Shares shall be borne by the Buyer.

8.6. Confidential Information

8.6.1. The Buyer shall keep secret and confidential any information concerning the business and affairs of the Seller and the Target received in connection with or by virtue of this Agreement or of any investigations made in connection therewith and shall also cause its officers, employees, and consultants to whom such information has been disclosed for the purposes of this Agreement to comply with such commitment, except for information that is or falls into the public domain or is otherwise communicated to third parties through no fault of the Buyer, its Affiliates, officers, employees and consultants.

8.6.2. The Seller shall keep, and shall cause its Affiliates, officers, employees and consultants to keep, secret and confidential all information relating to the business of the Buyer or its Affiliates communicated to or learned by the Seller, its Affiliates, officers, employees and consultants in connection with, or by virtue of, the transaction contemplated herein, except for information that is or falls into the public domain or is otherwise communicated to third parties through no fault of the Seller, its Affiliates, officers, employees and consultants.

8.6.3. Neither Party shall be deemed in breach of this Clause 8.6 by virtue of any disclosure made pursuant to the provisions or requirements of any Law or Authority, including a stock exchange authority having jurisdiction over the Buyer.

8.6.4. All confidentiality obligations provided hereunder shall continue indefinitely.

8.7. Announcements

8.7.1. Except as otherwise mandatorily required under any Law or Authority having jurisdiction on the Buyer or the Seller, no publicity, release or announcement concerning the execution or delivery of this Agreement, any of the provisions contained herein or the transactions contemplated hereby will be issued without the advance written consent and approval, as to both form and content, of the Seller and the Buyer, which consent and approval shall not be unreasonably withheld or delayed.

8.7.2. Notwithstanding anything to the contrary herein, the Parties will discuss in advance the form and substance of any announcement of the kind referred to in Paragraph (a) above and will use all reasonable efforts to agree thereon, also with respect to announcements which are mandatorily required under any applicable Law.

8.8. Further Assurances

The Parties hereby agree to execute and deliver all such instruments and documents and to perform all such acts and do all such other things as may be necessary to further the purposes of this Agreement.

8.9. Invalidity

In the event that any provision of this Agreement, which materially affects the rights or obligations of the Parties under this Agreement, is ruled null and void or unenforceable by a court or regulatory authority, or is otherwise found to be null and void or unenforceable, the Parties undertake to negotiate and agree in good faith between them an amendment of this Agreement, to replace the null and void or unenforceable provision with terms having as close as possible the same commercial effect in order to maintain unchanged their mutual interests, as currently protected under this Agreement and to preserve a balance between their respective rights and obligations.

8.10. Table of Contents and Headings

The table of contents and the descriptive headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.11. Communications – Election of Domicile

8.11.1. Any communications or notice required or permitted to be given under this Agreement shall be made in writing and in the English language and shall be sent by electronic mail at the following addresses:

If to the Seller , at:	If to the Buyer , at:
Valletta Buildings, Second Floor, Suite 7 South Street, Valletta VLT 1103 Malta	Quinta Marques Gomes, 632 LOTE 6 3L 4400-719 Vila Nova de Gaia, Portugal
To the attention of Osman Gunes Cizmeci Email: legal@watechnology.com	To the attention of Lorenzo Caci Email: lorenzo.caci@gmail.com

or at such other address or email address as either Party may hereafter provide to the other by written notice, as herein provided.

8.11.2. Unless otherwise provided in this Agreement, any communications or notice permitted under this Agreement shall be deemed to have been validly made or given on the date on which the certified electronic mail referred to in Clause 8.11.1 is actually received by the recipient thereof.

8.11.3. The Seller and the Buyer hereby designate their respective addresses for the giving of notices, as set forth in Clause 8.11.1, as their respective domiciles at which service of process may be made in any legal action or proceedings arising hereunder.

9. Governing law and arbitration

9.1. This Agreement shall be governed by the laws of Curaçao.

9.2. All disputes arising out of or in connection therewith shall be finally settled by the Courts of Curaçao.

* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Execution Date.



For the Seller: **Osman Gunes Cizmeci**
in his capacity as Director of WAC Holding Group Limited



For the Buyer: **Lorenzo Caci**

Appendix 1 - Existing Agreements and Commercial Offers

Counterparty Name	Company Number	Agreement / Commercial Offer	Date	Comments
The New Ear S.R.L. (client)	2552643	Reseller Software Licensing Agreement	01/06/2019	WF acts as reseller for some content to The Ear's clients
The New Ear S.R.L. (provider)	2552643	Platform License and Services Agreement	18/10/2021	The Ear provides software to WF
Beagle Tech B.V.	145021	Reseller Software Licensing Agreement	22/12/2020	WF acts as reseller for some content to Beagle Tech
Betstarters SRL	248334	Reseller Software Licensing Agreement	23/07/2020	WF provides casino content to Betstarters' clients
Portapa 2 (Pty) Ltd. (Supabets)	2009/016148/07	Aggregation Licensing Agreement	16/02/2023	WF provides content to Portapa 2's clients
Game Vector N.V.	146439	Software Services Agreement	04/05/2020	Game Vector resells game content to WF
ZConsulting Ltd.	C76253	Distribution Agreement	18/04/2017	ZConsulting resells game content to WF
Strimduo Ltd.	HE 399089	Software Distribution Agreement	22/08/2019	Strimduo resells game content to WF
CT Interactive Ltd.	206387659	Software Content License Agreement	01/02/2019	CT Interactive resells game content to WF
Galaxsys LLC	286.110.119967 3	Software License and Services Agreement	28/08/2023	Galaxsys resells game content to WF
Smartsoft LLC	406144587	Software Lease Agreement	07/07/2021	Smartsoft resells game content to WF
Amanteo Incorporated	201088	Software Licensing and Usage Agreement No. 21072020	21/07/2020	Betby sportsfeed enabled by Amanteo to WF
Black Ocean B.V.	153155	Settlement Agreement	11/09/2024	Debt settlement agreement for outstanding amounts due by WF to Black Ocean
Virae Management B.V.	141246	Management Agreement	18/09/2024	Virae Management provides management and directorship services to WF

Appendix 2 – Additional Closing Documents

(1) Deed of Sale and Transfer of Shares

The undersigned,

WAC Holding Group Limited, a limited liability company incorporated and registered in Malta having Company Registration Number C 84136 and its registered address at Valletta Buildings, Second Floor, Suite 7, South Street, Valletta VLT 1103, Malta, hereinafter referred to as **"Seller"**; and

Lorenzo Caci, holder of Swiss passport number X0Y40F51 and residing at Quinta Marques Gomes, 632 LOTE 6 3L 4400-719, Vila Nova de Gaia, Portugal, hereinafter referred to as **"Buyer"**.

PREAMBLE

WHEREAS: on April 03, 2018, Seller obtained 1000 shares of EUR 1.00 each numbered 1 u/i 1000 in the capital stock of White Fox N.V. (formerly known as WAC Media N.V.), a limited liability Company organized and existing under the laws of Curaçao, registered at the Curaçao Chamber of Commerce & Industry with number 142472, (the "Company"), hereinafter called the "Shares".

WHEREAS: Seller wishes to sell the shares numbered 1 u/i 1000 of the Shares to Purchaser and Purchaser wishes to buy the shares numbered 1 u/i 1000 from Seller.

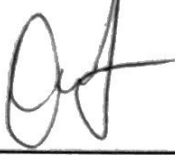
WHEREAS: Purchaser has meanwhile settled EUR 40,000.00 as purchase price for the Shares (the "Purchase Price") and Seller herewith confirms receipt thereof from Purchaser.

WHEREAS: The Company is engaged in a Management Agreement with Virae Management B.V. effective as of September 18, 2024 (attached hereto) which a.o. describes the directorship and management services provided by Virae Management B.V. to the Company. Purchaser and Seller herewith ratify, accept, and acknowledge the full terms and conditions including the current fee schedule of said management agreement which will remain valid after the transfer of the Shares.

NOW THEREFORE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1. Seller sells and hereby transfers into the ownership of Purchaser, who purchases and accepts the ownership of the Shares.
2. The Purchase Price has been settled between Parties, for which Seller gives Purchaser acquittal.
3. Seller warrants the validity of the Shares and its ownership thereof free of any encumbrances whatsoever.
4. The Parties waive all their rights under Curaçao law to demand dissolution or annulment of this Agreement.
5. This Agreement is governed by Curaçao law.

IN WITNESS WHEREOF, this document has been signed in duplicate.



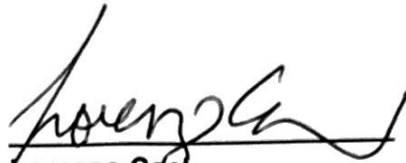
WAC Holding Group Limited

Seller

Represented by its Director

Osman Gunes Cizmeci

Signed on: December 31, 2025



Lorenzo Caci

Buyer

Signed on: December 31, 2025

(2) ACKNOWLEDGMENT AND BOARD APPROVAL BY THE COMPANY

The undersigned, acting on behalf of the Company in its capacity as managing director, HEREBY DECLARES THAT:

1. Acknowledgment of Article 12(15) Waiver

The Company acknowledges having received from the Seller the written waiver pursuant to Article 12(15) of its Articles of Association, whereby the Seller, as sole shareholder of the Company prior to the transfer, expressly waived the application of the pre-emption rights and transfer procedures set out in Article 12(1) through (14).

2. Board Approval of Transfer

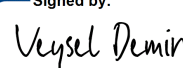
The Company, acting through its managing director, hereby approves the transfer of one thousand (1,000) shares, each with a nominal value of EUR 1.00, from the Seller to the Buyer as effected by this Deed.

3. Entry in the Shareholder Register

The Company confirms that the Buyer has been entered in the Company's shareholders' register as the sole shareholder of the Company with effect from the date of this Deed and instructs its corporate services provider to maintain the register accordingly.

IN WITNESS WHEREOF, the Company has executed this acknowledgment on the date set out below.

White Fox N.V.

Signed by:

F649DC8C2C4144A...

By its Managing Director
Virae Management B.V.

Appendix 3 - Bank Accounts

1. Finance Incorporated Ltd (Paymix)

EMI Bank: Active

Currency: EUR

Account Number: 666020100001

IBAN: MT23PYMX09014000000666020100001

User Rights:

- Mark Tate - Full signatory
- Sue Cox - Full signatory
- Veysel Demir (o.b.o. *Virae Management B.V.*) - Full Signatory
- Anastasia Trush - Viewing rights
- Katarzyna Moskai - Viewing rights
- Carolina Caetano - Viewing rights

Debit Cards:

- Mark Tate

Ongoing Fees:

Inactivity Fees: €10 per month charged after 6 months of no activity in the account, €250 reactivation fee charged to re-use the account

2. Valyuz UAB

EMI Bank: Active

Currency: EUR, USD

Account Number: 20101000440

IBAN: LT533070020101000440

User Rights:

- Mark Tate - Full signatory
- Sue Cox - Full signatory
- Veysel Demir (o.b.o. *Virae Management B.V.*) - Full Signatory
- Anastasia Trush - Viewing rights
- Katarzyna Moskai - Viewing rights
- Carolina Caetano - Viewing rights

Ongoing Fees:

Inactivity Fee: €350 per month charged if less than 4 (incoming and outgoing) transactions occur in any given month

3. Payhound Ltd

Cryptocurrency Payment Service Provider: Active

Currency: Bitcoin, Ethereum, USDT (ERC & TRC), USDC (ERC & SOL), EUR

User Rights:

- Mark Tate - Full signatory
- Sue Cox - Full signatory
- Anastasia Trush - Viewing rights
- Katarzyna Moskai - Viewing rights

Ongoing Fees:

Inactivity Fee: €350 per month charged if less than 4 (incoming and outgoing) transactions occur in any given month

4. FinCrypt OU UAB

Cryptocurrency Payment Service Provider: Active

Account Number: EUR100000041

Currency: Bitcoin, Ethereum, USDC (ERC & SOL), EUR

User Rights:

- Mark Tate - Full signatory
- Sue Cox - Full signatory
- Veysel Demir (o.b.o. *Virae Management B.V.*) - Full Signatory
- Anastasia Trush - Viewing rights
- Katarzyna Moskai - Viewing rights

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Signer Events

Veyssel Demir

demir@viraemanagement.com

Managing Director of Virae Management B.V.

Security Level: Email, Account Authentication (None)

Signature

Signed by:

F649DC8C2C4144A...

Signature Adoption: Pre-selected Style

Using IP Address: 161.22.55.35

Timestamp

Sent: 1/13/2026 10:04:46 AM

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Status

Timestamp

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Status

Timestamp

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Lena Sammut

lena@watechnology.com

Chief Legal & Compliance Officer

Security Level: Email, Account Authentication (None)

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Security Checked

1/13/2026 7:06:41 PM

Signing Complete

Security Checked

1/13/2026 10:36:37 PM

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