

DATED

11th day of April 2023

SHARE PURCHASE AGREEMENT

between

Mr. Dmytro Basii

and

Mr. Ivan Kravchuk

This agreement is dated the 11th day of April, 2023

Parties

- (1) **Mr. Dmytro Basii**, a citizen of Ukraine, date of birth 10 June 1977, passport FZ727538 issued on 04 January 2021 by Authority 8025 (**Seller**)
- (2) **Mr. Ivan Kravchuk**, a citizen of Ukraine, date of birth 30 October 1987, passport No. FB291079, a holder of Cypriot Residence Permit KY 0129940 issued on 11 April 2022 with residential address at Iras, 2 AMATHUSA COASTAL HEIGHTS, BLK D, Flat D207 Agios Tychon, 4532, Limassol, Cyprus (**Buyer**)

BACKGROUND

- (A) The Buyer wishes to acquire 1,000 (one thousand) shares representing 100% (one hundred percent) of the issued share capital of the Company.
- (B) The share capital of the Company is EUR 1,000 (one thousand Euros) divided into 1,000 (one thousand) shares of EUR 1.00 (one Euro) each.
- (C) Further particulars of the Company at the date of this agreement are set out in **Schedule 1**.
- (D) The Seller is the owner of the legal title to the Sale Shares.
- (E) The Seller has agreed to sell and the Buyer has agreed to buy the Sale Shares subject to the terms and conditions of this agreement.

Agreed terms

1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

Accounts: the audited financial statements of the Company comprising the individual accounts of the Company, including in each case the balance sheet, profit and loss account.

Business Day: a day other than a Saturday, Sunday or public holiday in Cyprus when banks are open for business.

Claim: a claim for breach of any of the Warranties.

Closing: the closing of the sale and purchase of the Sale Shares in accordance with this agreement.

Closing Date: has the meaning given in clause **4.2**.

Company: EVOPLAY DEVELOPMENT LTD was incorporated and registered in the Republic of Cyprus with company registration number HE 423356 whose registered office is at 28 Oktovriou & Aimiliou Chourmouziou, LOPHITIS BUSINESS CENTRE I, 4th floor, Flat/Office 403, 3035, Limassol, Cyprus, further details of which are set out in Schedule 1.

Control: in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person either:

- a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or
- b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate;

and a **Change of Control** occurs if a person who controls any body corporate ceases to do so or if another person acquires control of it.

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Purchase Price: the purchase price for the Sale Shares to be paid by the Buyer to the Seller in accordance with clause 3.

Sale Shares: 1,000 (one thousand) shares of EUR 1.00 (one Euro) in the Company, all of which are fully paid.

Transaction: the transaction contemplated by this agreement or any part of that transaction.

Transaction Documents: this agreement and any other document to be entered into pursuant to this agreement in connection with the Transaction.

Usual Business Hours: has the meaning given in clause 12.3(d).

Warranties: the representations and warranties given pursuant to clause 5.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 References to clauses and Schedules are to the clauses of and Schedules to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to **this agreement** or to **any other agreement or document referred to in this agreement** is a reference to this agreement or such other agreement or document as

varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A **person** includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.9 This agreement shall be binding on and ensure to the benefit of, the parties to this agreement and their respective successors and permitted transferee and references to a **party** shall include that party's personal representatives, successors and permitted transferees.
- 1.10 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.11 A reference to **writing** or **written** includes email (unless otherwise expressly provided in this agreement).
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.14 Unless otherwise provided, a reference to a law is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.15 A reference to a law shall include all subordinate legislation made from time to time under that law.
- 1.16 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.17 References to times of day are, unless the context otherwise requires, to Cyprus time and references to a day are to a period of 24 hours running from midnight on the previous day.

2. Sale and purchase

- 2.1 On the terms of this agreement and subject to the Conditions, the Seller shall sell and the Buyer shall buy the Sale Shares with full title guarantee and together with all rights that attach (or may in the future attach) to the Sale Shares including, without limitation, the following:
- (a) the goodwill and know-how of the business together with the exclusive right for the Buyer and its successors and transferees to carry on the Business under the name of Evoplay or any name including the word Evoplay;
 - (b) all intellectual property including in the nature of copyrights and related rights, industrial rights, designss, patents, trademarks, trade dress, data base rights, applications for any of the above, moral rights, know-how, domain names, or any other intellectual or industrial property rights and rights of a similar nature arising or subsisting in any part of the world, whether or not registered or capable of registration and applications for registration for any of the foregoing and the right to apply for them; and
 - (c) all (if any) of the other assets, property or rights of the Seller relating to or connected with, or belonging to or required or intended for use in, the business or in the properties and which are not otherwise described in this clause 2.1.

3. Purchase Price

- 3.1 The Purchase Price is EUR 1,000.00 (one thousand Euros) and shall be paid by the Buyer to the Seller within one year from the date of this agreement.
- 3.2 All payments to be made to the Seller under this agreement shall be made in EURO by electronic transfer.

4. Closing

- 4.1 Closing shall take place on the Closing Date.
- 4.2 In this agreement, **Closing Date** means the date of this agreement.
- 4.3 At Closing, the Seller shall:
- (a) transfer the Sale Shares in such form as is necessary for the Buyer to acquire legal ownership of the Sale Shares in accordance with the laws of the Republic of Cyprus;

- (b) deliver (or cause to be delivered) all other documents as being required to be delivered by the Seller.
- 4.4 As soon as possible after Closing, the Seller shall send to the Buyer all records, correspondence, documents, files, memoranda and other papers relating to the Company.
- 5. Warranties**
- 5.1 The Seller acknowledges that the Buyer is entering into this agreement on the basis of, and in reliance on, the Warranties.
- 5.2 The Seller warrants to the Buyer that, on the date hereof:
 - (a) it has the right to sell the Sale Shares on the terms set out in this agreement;
 - (b) it shall do all it can, at its own cost, to give the Buyer the full legal and beneficial title to the Sale Shares;
 - (c) there is no right to require the Company to issue any share capital or create an Encumbrance affecting any unissued shares or debentures or other unissued securities of the Company; and
 - (d) no commitment has been given to create an Encumbrance affecting the Sale Shares (or any unissued shares or debentures or other unissued securities of the Company), or for the Company to issue any share capital and no person has claimed any rights in connection with any of those things.
- 5.3 Save as expressly provided in section 5.2 above, the Seller shall sell and the Buyer shall buy the Sale Shares without any warranty of any kind, including without limitation any implied, express or statutory warranties of any kind, including, but not limited to, any warranties of all financial and other records of the Company; Accounts; disputes and investigations; licences and consents; intellectual property rights; employees.
- 5.4 The Buyer warrants to the Seller that, on the date hereof:
 - (a) it has the right to buy the Sale Shares on the terms set out in this agreement;
 - (b) it has full power and authority to perform its obligations hereunder and to consummate the transactions contemplated hereby, including, without limitation, the acquisition of the Sale Shares. The execution of this agreement by the Buyer and the performance by the Buyer of its obligations hereunder has been duly and validly authorized, and no other corporate action on the part of the Buyer or any of its shareholders is required therefore; and
 - (c) this agreement constitutes the legal, valid and binding obligation of the Buyer, enforceable in accordance with its terms, except as such enforceability may be

limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and remedies generally.

6. Limitations on Claims

- 6.1 The aggregate liability of the Seller under this agreement shall not exceed overall an amount equal to the Purchase Price.
- 6.2 The Buyer is not entitled to recover damages or otherwise obtain restitution more than once in respect of the same loss.

7. Confidentiality and announcements

- 7.1 The Seller undertakes to each of the Buyer and the Company that it shall:
- (a) keep confidential the terms of this agreement and all confidential information or trade secrets in its possession concerning the business, affairs, customers, clients or suppliers of the Company;
 - (b) not disclose any of the information referred in clause 7.1(a) (whether in whole or in part) to any third party, except as expressly permitted by this clause 7; and
 - (c) not make any use of any of the information referred in clause 7.1(a), other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this agreement.
- 7.2 Notwithstanding any other provision of this agreement, neither party is required to keep confidential or to restrict its use of any information that:
- (a) is or becomes public knowledge or otherwise generally available to the public (other than as a direct or indirect result of the information being disclosed in breach of this agreement);
 - (b) the parties agree in writing is not confidential; or
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- 7.3 Either party may disclose any information that it is otherwise required to keep confidential under this clause 7:
- (a) to any employees, officers, consultants, representatives or advisers who need to know such information for the purposes of advising on this agreement or facilitating the Transaction, provided that the party making the disclosure informs the recipient of the confidential nature of the information before disclosure and procures that the recipients shall, in relation to the information

disclosed to them, comply with the obligations set out in this clause 7 as if the recipients were that party. The party making a disclosure under this clause shall, at all times, be liable for the failure by its recipients to comply with the obligations set out in this clause;

- (b) in the case of the Buyer only, to a proposed transferee of the Sale Shares for the purpose of enabling the proposed transferee to evaluate the proposed transfer;
- (c) in the case of the Buyer only, to its funders, potential investors and their respective advisers, employees, officers, representatives or consultants in connection with the financing of the Transaction;
- (d) with the prior consent in writing of the other party;
- (e) to confirm either that the Transaction has taken place or the Closing Date, but without otherwise revealing any other terms of the Transaction or making any other announcement; or
- (f) to the extent that the disclosure is required:
 - (i) by the laws of any jurisdiction to which the disclosing party is subject;
 - (ii) by an order of any court of competent jurisdiction, or any regulatory, judicial, governmental or similar body, or securities exchange of competent jurisdiction;
 - (iii) to make any filing with, or obtain any authorisation from, any regulatory, governmental or similar body, or securities exchange of competent jurisdiction;
 - (iv) under any arrangements in place under which negotiations relating to terms and conditions of employment are conducted; or
 - (v) to protect the disclosing party's interest in any legal proceedings,

PROVIDED that in each case (and to the extent it is legally permitted to do so) the disclosing party gives the other party as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

7.4 Subject to clause 7.5, neither party shall make, or permit any person to make, any public announcement, communication or circular concerning this agreement or the Transaction (**announcement**) without the prior written consent of the other party.

7.5 Nothing in clause 7.4 shall prevent either party from making an announcement required by law or any governmental or regulatory authority, any securities exchange or any court or other authority of competent jurisdiction provided that the party required to make the announcement consults with the other party and takes into account the reasonable

requests of the other party in relation to the content of such announcement before it is made.

- 7.6 This clause shall continue to have effect for the period of one year following the Closing Date.

8. Assignment

- 8.1 Subject to the further provisions of this clause ~~8~~, no party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this agreement (or any other Transaction Document).

- 8.2 The Buyer may assign or transfer its rights (but not its obligations) under this agreement (or any other Transaction Document) to:

(a) any person to whom the Sale Shares are sold or transferred by the Buyer following Closing.

- 8.3 If there is an assignment or transfer of the Buyer's rights under clause ~~8.2~~:

(a) the Seller may not discharge its obligations under this agreement to the Buyer; and

(b) the assignee or transferee may enforce this agreement as if it were named in this agreement as the Buyer.

9. Entire agreement

- 9.1 This agreement (together with any other Transaction Document), constitute the entire agreement between the parties and supersede and extinguish all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

- 9.2 Each party agrees that it shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement or warranty in this agreement or any other Transaction Document.

10. Variation and waiver

- 10.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 10.2 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and signed by the person waiving such right or remedy. Any such waiver

shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

10.3 A failure or delay by any person to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.4 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

11. Costs

11.1 Except as expressly provided in this agreement, each party shall pay its own costs and expenses incurred in connection with the Transaction, including the negotiation, preparation and execution of this agreement and the other Transaction Documents.

12. Notices

12.1 For the purposes of this clause 12 (but subject to clause 12.4), notice includes any other communication.

12.2 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to the relevant party for the attention of the contact and to the address, email address as that party may notify;
- (d) shall be:
 - (i) delivered by hand;
 - (ii) sent by pre-paid first class post or another next working day delivery service;
 - (iii) sent by email; and
- (e) unless proved otherwise is deemed received as set out in clause 12.3.

12.3 A notice is deemed to have been received (provided that all other requirements in this clause 12 have been satisfied):

- (a) if delivered by hand, on signature of a delivery receipt;

- (b) if sent by pre-paid first class post or another next working day delivery service providing proof of delivery to an address at the time recorded by the delivery service;
- (c) if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt; or
- (d) if sent by email, at the time of transmission,

PROVIDED that if deemed receipt under the previous paragraphs of this clause 12.3 would occur outside the Usual Business Hours, the notice shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this clause, **Usual Business Hours** means 10.00 am to 7.00 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice (which, in the case of service of a notice by email shall be deemed to be the same place as is specified for service of notices on the relevant party by hand or post). For the purposes of this clause, all references to time are to local time in the place of deemed receipt.

12.4 This clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.5 A notice given under or in connection with this agreement is valid if sent by email.

13. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14. Agreement survives Closing

This agreement (other than obligations that have already been fully performed) remains in full force after Closing.

15. Successors

This agreement (and any of the Transaction Documents) are made for the benefit of the parties and their successors and permitted transferees, and the rights and obligations of the parties under this agreement (and any of the Transaction Documents) shall continue for the benefit of, and shall be binding on, their respective successors and permitted transferees.

16. Counterparts

- 16.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 16.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, each party shall, without prejudice to the validity of the agreement thus made, provide the other with the original of such counterpart as soon as reasonably possible thereafter.

17. Inadequacy of damages

Without prejudice to any other rights or remedies that the Buyer may have, the Seller acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of clause 7 by the Seller. Accordingly, the Buyer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of those clauses.

18. Language

- 18.1 If this agreement is additionally signed in, or is translated into, any language other than English, the English language version shall prevail.
- 18.2 Any other document provided in connection with this agreement, including any Transaction Document, shall be in English, or there shall be a properly prepared translation into English and the English translation will prevail in the case of any conflict between them.

19. Governing law and jurisdiction

- 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Cyprus.

This agreement has been entered into on the date stated at the beginning of it.

Signed by **Mr. Dmytro Basii**

Signed by **Mr. Ivan Kravchuk**

Schedule 1 Particulars of the Company**Part 1 The Company**

Name	EVOPLAY DEVELOPMENT LTD
Registration number	HE 423356
Registered office	28 Oktovriou & Aimiliou Chourmouziou, LOPHITIS BUSINESS CENTRE I, 4th floor, Flat/Office 403, 3035, Limassol, Cyprus
Issued share capital	EUR 1,000 (one thousand Euros) divided into 1,000 (one thousand) shares of EUR 1.00 (one Euro) each.
Registered shareholder(s) and number of Sale Shares held	Mr. Savvas Georgiou - 1,000 (one thousand) shares.