

AGREEMENT FOR THE SALE AND PURCHASE

OF THE SHARES OF

CODEX B.V

MADE BY AND BETWEEN

MR. JONATHAN HEYMANS (SELLER)

AND

**MR. ALI FAKIH HOLDING 20% OF THE SHARE CAPITAL AND MR. MOHAMAD SOUFAN
HOLDING 80% OF THE SHARE CAPITAL (BUYERS)**

DECEMBER 18TH, 2025

THIS AGREEMENT is made on December 18th, 2025

BY AND BETWEEN:

- (1) **Mr. Jonathan Heymans**, holder of a Dutch Passport No. NP75F4P86, residing at Menegrandeweg 15, Willemstad Curaçao (hereinafter referred to as the **"Seller"**);

Mr. Ali Fakih holder of a passport from the Republic of Lebanon No. LR2663564, residing at Michel Chiha Street, Kantari Residence 8th floor, Apartment 803 Block B, 2259 Moussaibeth, Beirut, Lebanon, holder of 20% of the shares and **Mr. Mohamad Soufan**, holder of a passport from the Republic of Lebanon No. LR0404444, residing at El Mama Street, el Wafaa Building 1st, Beirut, Lebanon, holder of 80% of the shares (hereinafter referred to as the **"Buyers"**);

each a **"Party"** and together the **"Parties"**.

WHEREAS:

- (A) The Seller is the registered owner of:

- the total share capital, consisting of 1000 shares with a nominal value of EUR 1.00 each (hereinafter referred to as the **"Shares"**), of **Codex B.V.**, a corporation duly established in Curacao, registered at the Curacao Chamber of Commerce & Industry under Registration number 160873 (hereinafter referred to as the **"Company"**),

- (B) The Buyer has expressed his interest to purchase from the Seller the said Shares.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement the following expressions shall apply except where the context otherwise states:

- 1.1 **"Agreement"** means this agreement.
- 1.2 **"Business Day"** means a day (other than a Saturday, a Sunday or a public holiday).
- 1.3 **"Claim"** means any claim by the Buyer in relation to any breach of any of the Seller's Warranties or other provision of this Agreement or for any claim in respect of its subject matter;
- 1.4 **"Completion"** means the completion of the sale and purchase in accordance with the provisions of this Agreement.
- 1.5 **"Confidential Information"** has the meaning given in Clause 7
- 1.6 **"Consideration"** means:
 - Purchase Price** means €105,000 (One Hundred & Five Thousand Euros).
- 1.7 **"Sale Shares"** One Thousand (1000) Shares of Nominal Value of 1.00 EURO each.

2. SALE AND PURCHASE

2.1. Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell and the buyer agrees to purchase the following:

- (A) One Thousand (1000) Shares of Nominal Value of EURO 1.00 each to the Company and;

2.2. Completion shall be the effective date of the transfer of the ownership title.

3. CONSIDERATION

3.1. The total consideration for the sale of shares shall be the Consideration.

3.2. All payments to be made to the Seller under this Agreement shall be made in Euros (or in any other currency as the Parties may agree in writing reasonably in advance of such payment).

Payment should be made with crypto at the following wallet address:

TRC20: TMpQ6BouW8mD9SUYPBLxiz1g4qYViqbuhT

4. COMPLETION

4.1. Completion shall take place on such date as may be agreed in writing between the Buyer and the Seller following written notification by the Buyer to the Seller or by the Seller to the Buyer.

Seller's obligations at Completion

4.2. At Completion, the Seller shall:

(a) deliver (or cause to be delivered) to the Buyer:

- (i) an official company registry extract of the Company dated as of Completion, together with an effective shareholders list of the Company, indicating that the Buyer is the registered exclusive owner of the Shares;
- (ii) to confirm that the company is in good standing with all local authorities in Curaçao, and that its financial statements and tax filings are up to date. Furthermore, having no financial obligations and currently complying with the rules and regulations set forth by the Curaçao Gaming Control Board.
- (iii) to confirm that there are no pending legal disputes or pending player complaints.
- (iv) to confirm that no active licenses are operating under the company.

Buyer's obligations at Completion

4.3. At Completion, the Buyer shall:

- (a) To maintain the Company in good standing with the local authorities at all times and adhere to and comply with the rules and regulations stipulated by the Curaçao Gaming Authorities.

5. WARRANTIES

5.1 The Seller hereby represents warrants and covenants to the Buyer that:

- 5.1.1 The Shares are duly authorized, validly issued and fully paid and constitute 100% of the issued shares of the Company. The Seller is entitled to sell or transfer all legal and beneficial ownership rights for the Shares to the Buyer on the terms and conditions of this Agreement and the Seller has not made any encumbrances in relation to any of the Shares.
- 5.1.2. The execution and delivery of this Agreement do not and will not cause the Seller to be in breach of any of the terms and provisions of any agreement or arrangement or order or injunction of any court or competent tribunal;

6. ONGOING OBLIGATIONS AND LIABILITIES

6.1. The Seller and the Buyer shall co-operate with each other and execute and deliver to each other such other instruments and documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence, and confirm their rights under, and the intended purpose of, this Agreement.

7. CONFIDENTIALITY

7.1. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, save for (i) providing such information to the Parties' counsels and (ii) presentation of this.

8. NOTICES

8.1. Except as otherwise provided in this Agreement, any notice to be given under this Agreement shall be in writing in English and shall be deemed to be duly given if it (or the envelope containing it) identifies the Party to whom it is intended to be given as the addressee and:

(a) it is delivered personally; or

(b) it is sent by express or other fast postal service or facsimile transmission or e-mail,

to the respective addresses or fax numbers shown in this Agreement or to such other addresses and/or numbers as such Parties may by notice to all other Parties hereto expressly substitute therefor as the case may be.

8.2. Any notice duly given within the meaning of Clause 8 shall be deemed to have been both given and received:

(a) if it is delivered in accordance with Clause 8.1 (a) and (b), on such delivery.

8.3. For the purposes of this Clause 8 "**notice**" shall include any request, demand, instructions or other document.

9. COSTS AND EXPENSES

9.1 Each of the Parties shall bear its own expenses in connection with this Agreement; provided, however, that in the event of any breach by the Seller of the provisions hereof the Seller is liable to promptly reimburse the Buyer for reasonable expenses incurred by the Buyer in connection with the Agreement as of such date. If there will be any breach by the Buyer or its representatives of the provisions hereof, the Buyer is liable to promptly reimburse the Seller for damages caused.

10. VARIATION

10.1. The terms and conditions of this Agreement shall only be varied by an agreement in writing signed by each of the Parties and specifically referring to this Agreement.

11. ASSIGNMENT

11.1. None of the rights or obligations of a Party under this Agreement are assignable without the prior written consent of the other Party.

12. TERMINATION

12.1. This Agreement may be terminated by mutual consent of the Parties hereto at any time.

13. LAW AND JURISDICTION

13.1. This Agreement is governed by the Laws of Curaçao and any dispute arising under it shall be subject to the exclusive jurisdiction of the Curaçao Courts.

14. MISCELLANEOUS

14.1. Simultaneously upon execution of this Agreement:

- 14.1.1 The Seller shall deliver to the Buyer the original, executed board resolution resolving to enter into this Agreement and to perform all its obligations pursuant to this Agreement, authorizing any director of the Seller and or authorized attorney to execute this Agreement; and
- 14.1.2 The Buyer shall deliver to the Seller the original, executed board resolution resolving to enter into this Agreement and to perform all its obligations pursuant to this Agreement, authorizing any director of the Buyer and or authorized attorney to execute this Agreement.

AS WITNESS whereof this Agreement has been executed on the day and year first above written.

The Seller

Name: Jonathan Heymans
Passport Number: NP75F4P86
Director

The Buyer

Name: Mr. Ali Fakh
Passport Number: LR2663564
20 % Owner

The Buyer

Name: Mr. Mohamad Soufan
Passport Number: LR0404444
80 % Owner