

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 4TH, 2025

THIS AGREEMENT is made on December 4th, 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**");
- (2) **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, Beirut, Lebanon, holder of 20% of the shares;

AND

- (3) **Mr. Mohamad Soufan**, holder of Lebanese Passport No. LR0404444, residing at El Mama Street, El Wafaa Building, 1st Floor, Beirut, Lebanon, holder of 80% of the Shares; (hereinafter collectively referred to as the "**Buyers**", and each a "**Buyer**").

The **Seller** and the **Buyers** together shall be referred to as the "**Parties**".

WHEREAS:

- (A) The Seller is the registered owner of the entire issued share capital of Codex B.V., a corporation duly established in Curaçao and registered at the Curaçao Chamber of Commerce & Industry under registration number 160873 (the "**Company**"), consisting of 1,000 shares of nominal value EUR 1.00 each (the "**Shares**").
- (B) The Buyer wishes to purchase the said Shares from the Seller under the terms of this Agreement.

IT IS HEREBY AGREED AD FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 "**Agreement**" means this Share Purchase Agreement.
- 1.2 "**Business Day**" means any day other than a Saturday, Sunday, or public holiday in Curaçao.
- 1.3 "**Claim**" means any claim by the Buyers in relation to a breach of this Agreement or the Seller's Warranties.
- 1.4 "**Completion**" means the completion of the sale and purchase of the Shares in accordance with Clause 4.
- 1.5 "**Confidential Information**" has the meaning given in Clause 7
- 1.6 "**Consideration**" means the total purchase price of €105,000 (One Hundred & Five Thousand Euros).
- 1.7 "**Sale Shares**" One Thousand (1000) Shares of Nominal Value of 1.00 EURO each being sold under this agreement.

2. SALE AND PURCHASE

2.1. Subject to the terms of this Agreement, the Seller agrees to sell and the Buyers agree to purchase:

- (A) One Thousand (1000) Shares in the Company;
- (B) The Curacao Gaming License valid until January 16th, 2026;

Handwritten signature and initials in blue ink.

(C) Company renewal paid up to January 1st, 2026

(D) A new domain to be activated upon payment of the purchase price

2.2. Completion shall be the date on which the transfer of ownership of the Shares to the Buyers becomes legally effective.

3. CONSIDERATION

3.1. The total Consideration for the Shares shall be EUR 105,000

3.2. Payment terms:

a) A non-refundable upfront payment of EUR 25,000;

b) Upon passing the required screening, the remaining balance of EUR 80,000 shall be paid;

c) Payment shall be made Payment shall be made via cryptocurrency to the following wallet address: TmpQ6BouW8mD9SUYPBLxiz1g4qYViqbuHT

4. COMPLETION

4.1. Completion shall occur on a date agreed in writing between the Parties

4.2 Seller's obligations at Completion

At Completion, the Seller shall deliver to the Buyers:

- (i) an official company registry extract and Share Register showing the Buyers as 100% owners;
- (ii) Written confirmation that the Company:
 - (iii) Is in good standing with Curaçao authorities;
 - Has up-to-date financial statements and tax filings;
 - has no debts, liabilities, or financial obligations;
 - is compliant with Curaçao Gaming Control Board regulations.
- (iv) Written confirmation that:
- (v) There are no pending legal disputes,
- (vi) There are no pending player complaints.

No active licenses are operating under the Company.

4.3 Buyer's obligations at Completion

At Completion, the Buyers shall:

- (a) pay the remaining EUR 80,000;
- (b) Maintain the Company in good standing and comply with Curaçao Gaming Authority rules.

 

5. WARRANTIES

5.1 The Seller represents and warrants that:

- (a) The Shares are duly authorized, validly issued, fully paid, and constitute 100% of the Company's issued share capital;
- (b) The Seller has full legal right and authority to transfer the Shares;
- (c) No encumbrances exist over the Shares;

6. (d) Execution of this Agreement does not breach any applicable agreement or legal order.

7. ONGOING OBLIGATIONS AND LIABILITIES

7.1 Each Party shall cooperate and execute any necessary documents to give effect to this Agreement.

8. CONFIDENTIALITY

7.1 All terms of this Agreement and information exchanged between the Parties shall remain strictly confidential, except for disclosures:

- (a) to legal or financial advisors, or
- (b) as required by law or regulatory authorities.

9. NOTICES

8.1 All notices must be in writing in English and delivered:

- (a) personally;
- (b) by express mail service; or
- (c) by email.

8.2 Notices are deemed received upon delivery.

10. COSTS AND EXPENSES

9.1 Each of the Parties shall bear its own expenses.

9.2 If the Seller breaches this Agreement, the Seller shall reimburse the Buyers for reasonable losses caused.

9.3 If the Buyers breach this Agreement, the Buyers shall reimburse the Seller for losses caused.

11. VARIATION

10.1. No amendment is valid unless in writing and signed by all Parties.

12. ASSIGNMENT

11.1. No Party may assign its rights or obligations without the written consent of the other Parties.

12. TERMINATION

12.1. This Agreement may be terminated by mutual written consent of the Parties.

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13. LAW AND JURISDICTION

13.1. This Agreement is governed by the Laws of Curaçao.

13.2 Any dispute shall be subject to the exclusive jurisdiction of the Curaçao Courts.

14. MISCELLANEOUS

14.1 Upon execution:

- (a) The Seller shall deliver an executed board resolution authorizing entry into this Agreement;
- (b) The Buyers shall deliver an executed board resolution authorizing entry into this Agreement.

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

The Seller



Name: Jonathan Heymans
Director

The Buyer



Name: Mr. Ali Fakih

The Buyer



Name: Mr. Mohamad Soufan

COMPLETION OF TRANSFER FINALIZED ON JANUARY 23rd, 2026