

Share Purchase Agreement

Between

Vertex Target Inc.

and

Ironwood Holdings Ltd.

CONTENTS

- 1. Definitions and interpretation**
- 2. Sale and purchase of Sale Shares**
- 3. Consideration**
- 4. Completion**
- 5. Handover Period**
- 6. Technology Platform**
- 7. Warranties**
- 8. Indemnities**
- 9. Restrictive covenants and protection of goodwill**
- 10. Tax**
- 11. Miscellaneous**
- 12. Notices**
- 13. Confidential Information**
- 14. Announcements**
- 15. Governing law and arbitration**

Schedule 1 Company and Group details

Schedule 2 Completion deliverables and board matters

Schedule 3 Warranties

Schedule 4 Limitations on claims

Schedule 5 Tax Covenant

Schedule 6 Data Room

THIS AGREEMENT is made on 12th of June 2026.

PARTIES

- (1) **Vertex Target Inc.**, a company incorporated in Seychelles with company number OC845585, whose registered office is at Suite Nine, Ansuya Estate, Royale Street, Seychelles (the **Seller**),
- (2) **Ironwood Holdings Ltd**, incorporated in Seychelles, with registered number 250220, whose registered office is at Suite 3, Global Village Jivan's Complex, Mont Fleuri, Mahe, Seychelles (the **Buyer**).

(each of the Seller and the Buyer being a Party and together the Seller and the Buyer are the Parties).

BACKGROUND

- A (A) The Seller is the legal and beneficial owner of the entire issued share capital Evelnex B.V., a company incorporated in Curaçao with company number 164180, whose registered office is at Kaya Richard J. Beaujon Z/N, Curaçao, P.O. Box 6248 (the **Company**).
- B The Company operates the online gaming business under the brands Indibet and Premium Bet (the **Business**).
- C The Buyer has agreed to acquire the entire issued share capital of the Company from the Seller on the terms of this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

- 1.1 In this Agreement unless the context otherwise requires:

"Affiliate Agreements" means all agreements, arrangements or understandings relating to marketing, traffic generation or customer acquisition for the Business.

"Agreement" means this share purchase agreement including its Schedules.

"Applicable Anti-Corruption and Anti-Tax Evasion Laws" means all applicable laws relating to bribery, corruption, tax evasion, money laundering and terrorist financing.

"Affiliate" means, in relation to any person, any person that controls, is controlled by, or is under common control with that person.

"Baseline Period" means the six (6) month period immediately preceding 01/04/2026.

"Business" means the online gaming business operated by the Company under the brands *Indibet* and *Premium Bet*.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in London.

"Business Information" means all information, data, Know-How and techniques relating to the Business, including but not limited to commercial, financial, operational, customer and supplier information.

"Buyer" means Ironwood Holdings Ltd.

"Change of Control Completion Notice" means a written notice served by the Seller on the Buyer confirming that the Change of Control Process has been completed and that Completion can take place, accompanied by reasonable supporting evidence.

"Change of Control Process" means the internal, corporate, regulatory and operational steps required to enable the Buyer to acquire control of the Company and for the Business to continue operating following Completion, including any required notifications to or confirmations from the Regulatory Authority and material counterparties.

"Company" means Evelnex B.V., a company incorporated in Curaçao with company number 164180 whose registered office is at Kaya Richard J. Beaujon Z/N, Curaçao, P.O. Box 6248.

"Completion" means completion of the sale and purchase of the Sale Shares in accordance with this Agreement, occurring on the Completion Date.

"Completion Date" means the date falling seven Business Days after the Buyer receives a valid Change of Control Completion Notice, or such earlier or later date as the Parties may agree in writing.

"Condition" means any condition set out in Clause 4.3 and "Conditions" means all of them.

"Consideration" means the total consideration of USD 15,000,000 minus the amount equal to the Handover Player Balances payable by the Buyer for the Sale Shares in accordance with Clause 3, comprising the Deposit Payment, the First Tranche Balance and the Deferred Payment.

"Control" means the power to direct the management and policies of a person, whether through ownership of voting securities, contract or otherwise, and **"Controls"** and **"Controlled"** shall be construed accordingly.

"Claims" means all claims, actions, proceedings, demands, complaints, investigations, assessments and causes of action.

"Data Room" means the electronic data room made available to the Buyer (as listed in Schedule 6) prior to signing this Agreement.

"Data Access Compensation" means USD 1,000,000 payable by the Buyer to the Seller in the circumstances set out in Clause 4.8 in consideration of the Buyer having had access to the Active Player Database during the Handover Period.

"Deferred Payment" means USD 7,500,000, subject to deduction of the Handover Player Balances and any adjustment under Clause 3.

"Deposit Payment" means USD 1,000,000 payable by the Buyer to the Seller on the date of this Agreement in accordance with Clause 3.

"Disclosure Letter" means the disclosure letter dated the same date as this Agreement from the Seller to the Buyer disclosing matters against the Warranties, together with its schedules and the documents attached to the Disclosure Letter.

"Domain Portfolio" means all domain names, URLs and registrations used in connection with the Business.

"Encumbrance" means including but not limited to any mortgage, claim, charge (fixed or floating), pledge, lien, hypothecation, guarantee, right of set-off, trust, assignment, right of first refusal, right of pre-emption, option, restriction or other encumbrance or any legal or equitable third party right or interest including any security interest of any kind or any type of preferential arrangement (or any like agreement or arrangement creating any of the same or having similar effect) and Encumbrances means more than one of them.

"Fairly Disclosed" means fully, fairly and accurately disclosed in such manner and in such detail as to enable a buyer to make a clear, informed and accurate assessment of the facts, matters or circumstances concerned.

"First Tranche Balance" means USD 6,500,000 payable by the Buyer to the Seller on Completion in accordance with Clause 3.

"GGR" means gross gaming revenue calculated as deposits minus withdrawals, net of bonuses and void bets, applied consistently with past practice.

"Group" means the Company.

"Guarantee" means any guarantee, indemnity, suretyship or other assurance for the obligations of a third party.

"Handover Period" means the period commencing on the date of this Agreement and ending on the Completion Date.

"Handover Completion Date" means the Completion Date.

"Handover Player Balances" means the total amount of cash funds held by players who have an account with the Business net of any bonus funds, free bets, promotions or concessions in USD as reported by the reporting system of the Business as of 00:00 UTC on the Handover Completion Date.

"Gaming Licence" means the Curaçao gaming licence used by the Company in connection with the Business issued by the Curaçao Gaming Authority with number OGL/2024/921/0845.

"Indemnities" means the indemnities set out in Clause 8.

"Indemnity Claim" means any claim by the Buyer against the Seller under any of the Indemnities. For the avoidance of doubt, an Indemnity Claim does not include any claim under Clause 10 or Schedule 5, which shall be governed by Schedule 5.

"Information" means all information provided by or on behalf of the Seller to the Buyer, Data Room and responses to enquiries.

"Intellectual Property Rights" means copyright, rights relating to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, Know-How, trade secrets, trademarks, trade names, geographical indications, service marks, design right, rights in get-up, database rights, databases, chip topography rights, mask works, utility models, domain names, rights in computer software, the right to sue for infringement, unfair competition and passing off and all similar rights of whatever nature and, in each case;

(a) whether registered or not;

(b) including any applications to protect or register such rights;

- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

"IP Licence" means any licence or agreement under which the Group uses or exploits Intellectual Property Rights owned by any third party or the Group has licensed or agreed to license Intellectual Property Rights to, or otherwise permit the use of any Intellectual Property Rights by, any third party, and IP Licences means more than one of them.

"IPR Agreements" means all agreements, options, understandings and other arrangements that relate wholly or partly to the Intellectual Property Rights or Systems used or otherwise exploited in connection with the Business.

"Know-How" means all technical and commercial information, methods, processes and expertise relating to the Business.

"Losses" means all liabilities, costs, expenses (including legal expenses), claims, actions, proceedings, damages, fines, penalties, loss of profit and consequential loss.

"Market Disruption Event" means any law, decree, regulation, governmental order, technical restriction or enforcement action imposed by any governmental or regulatory authority in any primary market of the Business during the Market Disruption Review Period which materially restricts, prohibits or impairs the ability of the Business to accept wagers, process payments or operate in the ordinary course, resulting in a reduction in GGR during the Market Disruption Review Period of 50% or more compared to the Baseline Period, pro rata.

"Market Disruption Review Period" means the period commencing on the first day of the Handover Period and ending on the earlier of:

- (a) the date falling 90 days after the first day of the Handover Period; and
- (b) the Handover Completion Date.

"Material Adverse Change" means any event, circumstance or change that has, or is reasonably likely to have, a material adverse effect on the Business, the Group, the Gaming Licence, or GGR.

"Platform" means the third-party technology platform used to operate the Business.

"Player Database" means the customer and player database of the Business, including customer databases, CRM data, player account data, player history, account activity, contact information and related business intelligence data made available to the Buyer during the Handover Period.

"Registered IPR" means the registered Intellectual Property Rights and applications for such rights used in the Business.

"Regulatory Authority" means the Curacao Gaming Authority.

"Relevant Staff" means all employees, workers, contractors, consultants and other personnel who are wholly or mainly engaged in, or dedicated to, the operation, management, marketing, customer support, payments, VIP management, fraud, compliance, technology, affiliate management or finance functions of the Business, whether employed or engaged directly by any member of the Group or indirectly through any third-party staffing, outsourcing, employer of record or similar arrangement.

"Reverse Break Fee" means USD 1,000,000 payable by the Seller to the Buyer in the circumstances set out in Clause 4.9.

"Break Fee" means an amount equal to the aggregate of the Deposit Payment and the Data Access Compensation, which may be retained by the Seller in the circumstances set out in Clause 4.8.

"Sale Shares" means the entire issued share capital of the Company.

"Seller" means Vertex Target Inc., a company incorporated in Seychelles with company number OC845585 whose registered office is at Suite Nine, Ansuya Estate, Royale Street, Seychelles.

"Tax" means:

(a) any tax, levy, duty, charge, contribution, withholding or impost of any nature, whether direct or indirect and whether in India, Curacao, Seychelles, or elsewhere;

(b) all related interest, penalties, fines, surcharges or costs; and

(c) any liability to make a payment by way of indemnity, reimbursement, secondary liability, transferee liability, joint liability or otherwise in respect of any amount within paragraphs (a) or (b).

"Tax Claim" means any claim, assessment, notice, demand, audit, investigation, dispute, enquiry or proceeding by or involving any tax authority in respect of Tax.

"Tax Authority" means any governmental, state, federal, local, municipal or other fiscal, revenue, customs or taxation authority anywhere in the world.

"Transaction Documents" means this Agreement, the Disclosure Letter and all other documents entered into pursuant to it.

"Unregistered IPR" means all unregistered Intellectual Property Rights used in the Business.

"Warranties" means the warranties set out in Schedule 3.

"Warranty Claim" means a claim (for damages, compensation or any other relief) by the Buyer under any Warranty in respect of any event, matter or circumstance which is inconsistent with, contrary to, or involves, relates to or is otherwise a breach of, any of the Warranties and Warranty Claims means more than one of them.

"Worker" means any individual providing services to the Group who is not an employee.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 each gender includes the other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 references to this Agreement include its Schedules;

1.2.4 references to clauses, sub-clauses and Schedules are to clauses and/or sub-clauses of, and Schedules to, this Agreement and references in a Schedule or part of a Schedule are to a paragraph of that Schedule or that part of that Schedule;

- 1.2.5 references to persons include individuals, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality), bodies corporate, governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
- 1.2.6 the words 'include', 'includes' and 'including' or similar words are deemed to be followed by the words 'without limitation';
- 1.2.7 the descriptive headings to clauses, Schedules and paragraphs in this Agreement are included for convenience only, have no legal effect and shall be ignored in the interpretation of this Agreement;
- 1.2.8 references to legislation include any modification or re-enactment of it but exclude any re-enactment or modification after the date of this Agreement to the extent they make any Party's obligations more onerous or otherwise adversely affect the rights of any Party;
- 1.2.9 references to this Agreement, any specified clause in this Agreement, any other document or any specified clause in any other document are to this Agreement, that document or the specified clause as in force for the time being and as amended, varied, novated or supplemented from time to time in accordance with the terms of the relevant document;
- 1.2.10 references to 'writing' or 'written' include email; and
- 1.2.11 references to time shall mean London time, unless otherwise stated.
- 1.3 If any provision of the Schedules conflicts with any of the other provisions of this Agreement that are not contained in the Schedules, the provisions of this Agreement that are not contained in the Schedules shall take precedence

2 Sale and purchase of Sale Shares

- 2.1 On and subject to the terms of this Agreement, at Completion the Seller shall sell and the Buyer shall purchase the Sale Shares, free from all Encumbrances and with full title guarantee, together with all rights attaching or accruing to them on or after Completion.
- 2.2 The Buyer is not obliged to complete the purchase of any of the Sale Shares unless the purchase of all of the Sale Shares is completed simultaneously.
- 2.3 The Parties acknowledge that:
 - (a) the Business is carried on by the Company; and
 - (b) the value of the transaction depends on the transfer, control, benefit and availability to the Group and/or the Buyer of the Domain Portfolio, Intellectual Property Rights, customer databases, player data, Affiliate Agreements and other business assets used in the Business.
- 2.4 The Parties acknowledge that the Platform is not owned by the Group and is excluded from the sale of the Sale Shares, but shall be dealt with in accordance with Clause 6.
- 2.5 The Seller hereby irrevocably waives all rights, including pre-emption rights, which it has or may have in relation to the Sale Shares and consents to the transfer of the Sale Shares to the Buyer.

3 Consideration

- 3.1 The total consideration for the sale of the Sale Shares shall be USD 15,000,000 minus the amount equal to the Handover Player Balances (the Consideration).
- 3.2 The Consideration shall be paid by the Buyer to the Seller as follows:
- (a) USD 1,000,000 shall be paid by the Buyer to the Seller on the date of this Agreement as the Deposit Payment;
- (b) USD 6,500,000 shall be paid by the Buyer to the Seller on Completion as the First Tranche Balance, in one payment, within seven Business Days after the Buyer receives a valid Change of Control Completion Notice, provided that the Conditions have been satisfied or waived by the Buyer in accordance with Clause 4; and
- (c) USD 7,500,000 shall be payable by way of the Deferred Payment in two instalments of USD 3,750,000 each, with the first instalment equal to USD 3,750,000 payable on the date falling nine months after Completion and the second instalment equal to USD 3,750,000 minus the Handover Player Balances payable on the date falling twelve months after Completion, in each case subject to adjustment in accordance with Clauses 3.4 and 3.6.
- 3.3 The Deposit Payment and the First Tranche Balance together constitute the first tranche of USD 7,500,000.
- 3.4 The Deferred Payment shall be conditional upon the performance of the Business during the Market Disruption Review Period as follows:
- (a) if the average monthly GGR during the Market Disruption Review Period is equal to or greater than 65% of the average monthly GGR during the Baseline Period, the Deferred Payment shall be payable in full;
- (b) if the average monthly GGR during the Market Disruption Review Period is between 50% and 65% of the average monthly GGR during the Baseline Period, the Deferred Payment shall be reduced on a pro rata sliding scale, provided that USD 6,500,000 of the Deferred Payment shall be payable where the average monthly GGR during the Market Disruption Review Period equals 50% of the average monthly GGR during the Baseline Period; and
- (c) if the average monthly GGR during the Market Disruption Review Period is below 50% of the average monthly GGR during the Baseline Period, the Buyer and Seller shall discuss in good faith a reduction of the Deferred Payment to such amount as reflects the reduced performance and, if the Parties cannot agree such reduction within three weeks of commencing negotiations, the Buyer may terminate this Agreement by written notice, in which case Clause 3.8 shall apply.
- 3.5 Any reduction to the Deferred Payment under Clause 3.4 shall be applied pro rata to the two instalments of the Deferred Payment unless the Parties agree otherwise in writing.
- 3.6 If a Market Disruption Event occurs during the Market Disruption Review Period and results in the monthly average GGR during the Market Disruption Review Period being reduced by 70% or more against the Baseline Period, and such reduction is not attributable to changes implemented by or on behalf of the Buyer after Completion, the Parties shall first seek to agree revised commercial terms in writing within two weeks. If no agreement is reached within that period, the Buyer may terminate this Agreement by written notice and Clause 3.8 shall apply.

- 3.7 The Buyer shall not be entitled to set off any amount due from the Seller to the Buyer under this Agreement, including any Warranty Claim or Indemnity Claim, against any amount payable by the Buyer under this Agreement.
- 3.8 If this Agreement is terminated pursuant to Clause 3.4(c) or Clause 3.6:
- (a) if Completion has not occurred, the Seller shall repay the Deposit Payment and any other amount actually received from the Buyer within 10 Business Days of written demand; and
 - (b) if Completion has occurred, the Seller shall repay the Deposit Payment and/or the First Tranche Balance actually received by the Seller, as applicable, within 10 Business Days of written demand, against transfer of the Sale Shares back to the Seller or its nominee free from Encumbrances, with all costs of such reverse transfer to be borne by the Seller.
- 3.9 The Parties acknowledge and agree that the Consideration is a fixed price, subject only to the adjustments and payment mechanics set out in this Clause 3.
- 3.10 All payments under this Agreement shall be made in immediately available funds to such bank account as the Seller may notify in writing not less than five Business Days before the relevant payment date.

4 Completion & Conditions Precedents

- 4.1 Completion shall take place virtually on the Completion Date, or at such other place and time as the Parties may agree.
- 4.2 From the date of this Agreement until Completion, the Parties shall commence the internal transition and Change of Control Process. During that period, the Seller shall retain all revenue generated by the Business and shall bear the ordinary course operating costs of the Business. The Buyer shall not be entitled to any revenue, profits or distributions from the Business before Completion except as expressly provided in this Agreement.
- 4.3 Completion is conditional upon the following Conditions being satisfied or waived by the Buyer in writing, provided that any Condition requiring the Buyer to be satisfied shall be determined on reasonable grounds and acting in good faith:
- (a) the Gaming Licence is valid, subsisting and not subject to any suspension, revocation or restriction at the time of this Agreement, and there have been no activities by the Company as at the date of this Agreement which could jeopardise the status of the Gaming Licence;
 - (b) no Regulatory Authority has commenced or threatened any investigation or enforcement action against any member of the Group;
 - (c) the Domain Portfolio is fully owned and controlled by the Company, with no third-party administrative access;
 - (d) all Affiliate Agreements material to the Business have been disclosed and remain in full force and effect upon change of control of the Company;
 - (e) the Buyer has completed all know-your-customer, anti-money laundering, sanctions and source-of-funds checks in relation to the Seller and any person required by applicable law to be verified in connection with the transaction, and has received all documents and information reasonably requested for that purpose;

(f) the Buyer has full power, capacity and authority to enter into and perform this Agreement, and this Agreement constitutes valid, legal and binding obligations of the Buyer enforceable in accordance with its terms;

(g) the Buyer has available, and will on Completion have available, sufficient immediately available funds to pay the First Tranche Balance in accordance with this Agreement;

(h) the Seller has provided the Buyer with the Gaming Licence certificate and the seal or QR code required to verify that the Gaming Licence is in good standing, current and not subject to any pending enforcement, suspension or revocation action;

(i) auto-renewal has been activated for all commercially material domains in the Domain Portfolio, including indi.io, and the Seller has delivered to the Buyer a complete domain schedule identifying renewal dates, registrar details, account details and administrative contacts for all domains in the Domain Portfolio;

(j) the Seller has delivered a complete schedule of all material contracts relating to the Business, including Affiliate Agreements, platform and software licence agreements, hosting and infrastructure agreements, sports data and content agreements, employment platform agreements and any other material operational contracts, together with written analysis of any consent, notice, assignability, novation, continuation or termination rights arising from Completion or change of control;

(k) the Seller has transferred, or has procured arrangements satisfactory to the Buyer for the transfer as soon as reasonably practicable following Completion of, the ownership or control of the Hong Kong-registered company registered with Risework that provides outsourcing and staffing services to the Company;

(l) the Seller has delivered reasonable evidence that all material employment platform, employer-of-record, outsourcing and staffing arrangements used in connection with the Business, including the Risework arrangement, will continue following Completion or can be replaced without material disruption to the Business; and

(m) the Seller has delivered to the Buyer a schedule of the top 10 affiliates by revenue contribution for the 12 months prior to Completion, together with confirmation that their arrangements are with the relevant corporate entity and not with any individual associated with the Seller, except as Fairly Disclosed.

4.4 The Buyer may waive any Condition in whole or in part, provided that the Buyer may not waive any Condition in a manner that increases the Seller's obligations or liabilities under this Agreement.

4.5 At Completion, the Seller shall deliver to the Buyer:

(a) duly executed stock transfer forms in respect of the Sale Shares;

(b) share certificates for the Sale Shares;

(c) a board resolution of the Company approving the transfer of the Sale Shares;

(d) updated statutory registers of the Company reflecting the Buyer as the holder of the Sale Shares;

(e) evidence that all intercompany balances have been settled and no shareholder loans remain outstanding;

(f) all access credentials, login information and control rights required for the operation, monitoring and transfer of the Business, including domains, hosting, AWS accounts, MS365 accounts, websites, social media accounts, reporting systems and operational dashboards; and

(g) proof of transfer of the ownership and control of the AWS and MS365 accounts that are used for the Company activities and are operated by the Company's supplier.

4.6 At Completion, the Buyer shall:

(a) pay the First Tranche Balance in accordance with Clause 3; and

(b) deliver such payment documents as are reasonably required to give effect to the transfer.

4.7 If any Condition is not satisfied or waived by the Completion Date, either Party may terminate this Agreement by written notice, provided that a Party may not terminate if the failure of the relevant Condition results primarily from its own material breach of this Agreement. Alternatively, the Parties may agree a revised Completion Date.

4.8 If, after the Seller has served a valid Change of Control Completion Notice and the Conditions have been satisfied or waived, Completion does not occur by reason of the Buyer's material failure to comply with this Agreement or the Buyer materially and wrongfully refuses or fails to complete the purchase of the Sale Shares in accordance with this Agreement, then:

(a) the Deposit Payment shall be forfeited to the Seller;

(b) the Seller shall be entitled to deduct the Data Access Compensation from the total amount paid to the Seller so far under this Agreement;

(c) the Deposit Payment and the Data Access Compensation shall together constitute the Break Fee;

(d) the Seller may retain the Break Fee from any amounts paid by the Buyer to the Seller under this Agreement; and

(e) the Seller shall repay to the Buyer any amount paid by the Buyer to the Seller under this Agreement in excess of the Break Fee within 10 Business Days of written demand.

(f) In case the Buyer has not already paid the Seller an amount other than the Deposit Payment, then the Seller is entitled to retain the Deposit Payment and the Data Access Compensation becomes payable by the Buyer to the Seller within 10 Business Days of written demand.

4.9 If Completion does not occur by reason of the Seller's failure to comply with this Agreement, or the Seller refuses or fails to complete the sale of the Sale Shares in accordance with this Agreement, then the Seller shall:

(a) repay to the Buyer, within 10 Business Days of written demand, all and any amount paid by the Buyer under this Agreement; and

(b) pay to the Buyer, within 10 Business Days of written demand, the Reverse Break Fee.

- 4.10 The Parties acknowledge that the Break Fee and the Reverse Break Fee are genuine and reasonable allocations of risk. The Break Fee shall constitute the Seller's sole and exclusive monetary remedy in respect of the Buyer's failure to complete in the circumstances set out in Clause 4.8, save in respect of fraud or fraudulent misrepresentation. The Reverse Break Fee, together with the repayment obligation in Clause 4.9(a), shall constitute the Buyer's sole and exclusive monetary remedy in respect of the Seller's failure to complete in the circumstances set out in Clause 4.9, save in respect of fraud or fraudulent misrepresentation. The Break Fee and the Reverse Break Fee shall not be subject to the limitations in Schedule 4.
- 4.11 If the Change of Control Process, or any Curaçao regulatory or licensing process connected with it, is delayed due to UBO-based issues, regulatory processing requirements, or other matters outside the reasonable control of the Parties, the Parties shall discuss in good faith and may extend the Completion Date or any related timeline by mutual written agreement.
- 4.12 For the avoidance of doubt, neither Party may terminate this Agreement prior to the Completion Date except in accordance with this Agreement, including by reason of a material breach by the other Party or if Completion has not occurred by the Completion Date.
- 4.13 The Seller and the Buyer shall use all reasonable endeavours, and shall procure that the Company uses all reasonable endeavours, to complete the Change of Control Process. The Parties shall keep each other regularly informed of progress. They shall promptly provide each other with copies of all material correspondence, filings, confirmations, requests and responses relating to the Change of Control Process.

5 Handover Period

- 5.1 The Handover Period shall commence immediately following payment of the Deposit Payment and shall end no later than the Handover Completion Date. Time shall be of the essence in relation to the Handover Completion Date.
- 5.2 During the Handover Period:
- 5.2.1 the existing management team shall continue to manage the day-to-day operations of the Business under the overall direction of the Seller;
- 5.2.2 the Seller shall procure that the Business is operated in the ordinary course, consistent with past practice, and no material action shall be taken without the Buyer's prior written consent, including but not limited to entering into any new material contract, making redundancies, or changing pricing or bonus structures;
- 5.2.3 the Buyer shall have full information and monitoring rights, including read/write access to all business intelligence systems, Player Database, financial reporting, player account data and operational dashboards, and such access shall not be read-only access.
- 5.2.4 the Buyer may appoint up to two representatives to be embedded full-time with the operational team during the Handover Period.
- 5.3 Handover shall be deemed successfully completed only upon written confirmation by both Parties that all of the following have occurred:
- 5.3.1 transfer and full access to all customer databases, CRM data and player history without degradation or data loss;

5.3.2 transfer of all domain names, social media accounts, trademarks and intellectual property registrations which are not registered with any of the members of the Group, to the Buyer or its nominee;

5.3.3 full staff briefing and employment offer process has been completed for all transferring employees;

5.3.4 player balance reconciliation has been completed as at the Handover Completion Date and agreed in writing by the Parties;

5.3.5 all operational systems have functioned at pre-handover service levels for a minimum of ten consecutive Business Days prior to the Handover Completion Date; and

5.3.6 the relevant regulatory filing or application for licence transfer or continuation has been submitted.

5.4 If the Seller fails to achieve Handover Completion by the Handover Completion Date:

5.4.1 the Buyer shall have the right, but not the obligation, to extend the Handover Period to a date no later than 30 September 2026 at no additional cost;

5.4.2 alternatively, the Buyer may elect to complete on a partial handover basis at a reduced Deferred Payment, such reduction to be agreed by the Parties or, failing agreement, determined by an independent expert appointed by the Buyer and the Seller jointly; or

5.4.3 if Handover has not been completed by 30 September 2026 through the Seller's fault, the Buyer may terminate this Agreement and claim repayment of the Deposit Payment and the First Tranche Balance actually received by the Seller.

5.5 All GGR generated during the Handover Period shall be retained by the Seller. For the avoidance of doubt, the GGR generated during the Handover Period will not form part of the Consideration and will not reduce the First Tranche Balance or Deferred Payment owed by the Buyer to the Seller.

5.5.1 During the Handover Period, the Seller shall bear all agreed operational costs of the Business, including:

(a) bonuses and promotional costs;

(b) affiliate commissions;

(c) game provider fees;

(d) all applicable Taxes arising from the operation of the Business during the Handover Period to the extent borne economically by the Seller under this Agreement; and

(e) all other direct operating costs of the Business incurred during the Handover Period.

5.5.2 The Seller shall provide the Buyer with monthly revenue and cost reports within 10 Business Days after the end of each calendar month during the Handover Period, prepared on a basis consistent with the historical reporting of the Business.

5.5.3 The Parties may jointly appoint an independent accountant to verify the reported GGR, player balances, charges and operating costs of the Business during the Handover Period,

and the Seller shall provide all reasonable access, information and assistance for that purpose.

5.5.4 Any discrepancy exceeding 5% between:

- (a) the GGR reported by or on behalf of the Seller for the Handover Period; and
 - (b) the GGR determined by the independent accountant jointly appointed by the Parties,
- shall constitute:
- (i) a breach of Warranty; and
 - (ii) an indemnifiable matter under Clause 8.

5.5.5 Nothing in this Clause 5.5 limits or prejudices:

- (a) the Buyer's rights under Clause 3;
- (b) the Completion conditions;
- (c) the handover completion criteria;
- (d) any Warranty Claim or Indemnity Claim under this Agreement; or
- (e) any claim in respect of fraud.

6 Technology Platform

- 6.1 The Parties acknowledge that the Seller's outsourced proprietary technology platform is not included in the sale of the Sale Shares.
- 6.2 The Buyer shall have the right to use the Platform during the Handover Period on the following terms:
 - (a) no platform usage fees shall be charged in excess of the terms currently in force between the Seller and/or the relevant Group company and its suppliers during the Handover Period;
 - (b) the Seller shall procure that the Platform performs at no less than its current service levels throughout the Handover Period; and
 - (c) any Platform downtime caused by the Seller's acts or omissions shall automatically extend the Handover Period on a day-for-day basis.
- 6.3 No later than one month before the Handover Completion Date, the Parties shall procure that one of the following arrangements is agreed:
 - (a) a transitional platform licence agreement for a period of up to 12 months after handover; or
 - (b) migration to the Buyer's own or third-party platform, with full technical co-operation from the Seller and/or its suppliers, including API documentation, data export and migration testing support where the Buyer will cover all reasonable costs incurred by and agreed with the Seller.

7 Warranties

- 7.1 Subject to Schedule 4, the Seller warrants and undertakes to the Buyer, for itself and as trustee for the Buyer's successors in title and assigns, in relation to the Company that the Warranties set out in Schedule 3 are true, accurate and not misleading as at the date of this Agreement except as Fairly Disclosed in the Disclosure Letter. The matters Fairly Disclosed in the Disclosure Letter shall not qualify the matters set out in paragraphs 1.1, 1.3, 3.1, 3.2 and 3.3 of Schedule 3.
- 7.2 The matters Fairly Disclosed in the Disclosure Letter shall not qualify any Warranty relating to:
- (a) the Seller's title to the Sale Shares;
 - (b) the ownership and control of the Group structure;
 - (c) the validity, status or continuity of the Gaming Licence;
 - (d) the accuracy of the Information;
 - (e) GGR, player balances or financial reporting; or
 - (f) any matter expressly stated in Clause 8 Indemnities, to be indemnified.
- 7.3 Where any Warranty is qualified by the expression "so far as the Seller is aware", "to the Seller's best knowledge, information and belief" or any similar expression, that Warranty shall be deemed to be qualified only by the actual knowledge of the Seller after having made all due, diligent and careful enquiry of:
- (a) the directors, senior management and key operational personnel of each member of the Group;
 - (b) any third party responsible for domains, platform support, affiliate management, regulatory compliance or finance in relation to the Business; and
 - (c) all records, reports, correspondence and systems reasonably available to the Seller relating to the subject matter of that Warranty.
- 7.4 Each of the Warranties is separate and independent and except as expressly otherwise provided in this Agreement, shall not be limited by reference to any other Warranty or by anything in the Agreement.
- 7.5 No information relating to the Company, which the Buyer has knowledge of (whether actual, constructive or imputed) other than by reason of it being Fairly Disclosed in the Disclosure Letter, shall prejudice any claim which the Buyer shall be entitled to bring against the Seller under the terms of this Agreement or shall operate to reduce any amount recoverable by the Buyer under this Agreement.
- 7.6 The Warranties and the rights and remedies of the Buyer under this Agreement shall not be affected by Completion.
- 7.7 The provisions of Schedule 4 shall apply to all Warranty Claims and Indemnity Claims under this Agreement, save for:

- (a) any Warranty relating to title to the Sale Shares;
- (b) any Warranty relating to the ownership and control of the Group structure;
- (c) any Warranty relating to the Gaming Licence;
- (d) any Warranty relating to GGR, player balances, the Information, or
- (e) fraud, fraudulent misrepresentation, wilful default or wilful concealment by the Seller or any person acting on the Seller's behalf.
- (f) any Warranty relating to finances, player and account balances, accounts, or statements.

7.8 The Seller acknowledges that the Buyer has completed their own independent due diligence, relying on their own advisors prior to entering into this Agreement in reliance upon the Information and the Warranties.

7.9 Each Warranty shall be deemed to be repeated on:

- (a) the date of this Agreement;
- (b) Completion; and
- (c) the Handover Completion Date,

by reference to the facts and circumstances then existing, save where a Warranty expressly relates only to a specified earlier date.

8 Indemnities

8.1 The Seller shall indemnify and keep indemnified the Buyer and each member of the Group against all Losses arising out of or in connection with:

- (a) any inaccuracy, omission or misstatement in the Information;
- (b) any material discrepancy in player balances or financial reporting exceeding 5% as at the end of last day of the Handover Period;
- (c) any suspension, revocation or restriction of the Gaming Licence arising from any act, omission, circumstance or activity occurring before Completion;
- (d) any loss, expiry, suspension or transfer failure affecting the Domain Portfolio up to the end of the Handover Period;
- (e) any interruption or loss of access to the Platform caused by the Seller or its suppliers during the Handover Period;
- (f) any failure to achieve Handover Completion due to the Seller's fault;
- (g) any pre-Completion liability of the Group that was not Fairly Disclosed and which materially affects the Business; and
- (h) any material breach of the staff, visa or employee transition obligations, for which the Seller is at fault, set out in this Agreement.

8.2 Any amount payable under this Clause 8 shall, Subject to the provisions of Schedule 4:

(a) be payable on a pound-for-pound basis;

(b) not be subject to mitigation;

c) not be subject to remoteness rules.

9 Restrictive covenants and protection of goodwill

9.1 In order to protect the goodwill, confidential information, commercial relationships and value of the Business and the Group acquired by the Buyer under this Agreement, the Seller undertakes to the Buyer, for itself and as trustee for each member of the Group, that the Seller shall comply with this Clause 9.

9.2 The Seller shall not, for a period of 12 months from Completion, whether alone or jointly with or on behalf of any other person, directly or indirectly, carry on, be engaged or interested in, assist, finance or otherwise be involved in any business which competes with the Business as carried on at Completion in any jurisdiction in which the Business is carried on or targeted at Completion, including India, except as the holder for investment purposes only of not more than 3% in nominal value of any class of securities listed on a recognised investment exchange.

9.3 The Seller shall not, for a period of 12 months from Completion, directly or indirectly solicit, entice away, employ, engage, offer to employ or engage, or facilitate the employment or engagement of, any Relevant Staff or any person who at any time during the 12 months before Completion was materially involved in the operation of the Business.

9.4 The Seller shall not, for a period of 12 months from Completion, directly or indirectly solicit, entice away, interfere with, or seek to divert from the Buyer or any member of the Group:

(a) any Affiliate Agreement counterparty;

(b) any material technology, platform, hosting, game content or service provider used in the Business; or

(c) any advertiser, introducer, VIP manager, agent or other material commercial counterparty of the Business.

9.5 The Seller shall not, for a period of 36 months from Completion, solicit, target, divert or seek to divert any customer, player or account holder of the Business for the purpose of providing services competing with the Business.

9.6 The Seller shall not, for a period of 36 months from Completion, directly or indirectly do or omit to do anything which is intended, or is reasonably likely, to disrupt, damage or interfere with the operation of the Business, including by disrupting affiliate relationships, technology arrangements, hosting arrangements, domain control, customer communications or staff continuity.

9.7 The Seller shall not at any time after Completion disclose, use or exploit for its own benefit or for the benefit of any third party any Business Information or other confidential information relating to the Business, the Group, the Buyer, any customer, player, Affiliate Agreement, domain, platform or operational process, except as required by law or with the prior written consent of the Buyer.

- 9.8 The Seller shall not at any time after Completion use, register, apply to register, or permit any third party to use or register:
- (a) the names “Indibet” or “Premium Bet”;
 - (b) any trade mark, trade name, logo, brand, get-up or design used by the Business at any time before Completion;
 - (c) any domain name, social media handle, website identifier, app name, channel name or email identifier used by the Business at any time before Completion; or
 - (d) any name, mark, handle, identifier or domain likely to be confused with any of the foregoing.
- 9.9 The Seller shall promptly refer to the Buyer any enquiry, contact, approach or opportunity relating to the Business, the brands, the Domain Portfolio, the Affiliate Agreements, customers or Relevant Staff which the Seller receives after Completion but before the end of the Handover Period.
- 9.10 The Buyer may enforce this Clause 9 for itself and on behalf of each member of the Group, and each member of the Group may rely on and enforce the benefit of this Clause 9 under the Contracts (Rights of Third Parties) Act 1999.
- 9.11 Each undertaking in this Clause 9 is separate and independent and shall be construed as a separate covenant.
- 9.12 The Seller acknowledges that the restrictions in this Clause 9 are reasonable and necessary for the protection of the Buyer and the Group. If any restriction is found to be void or unenforceable but would be valid and enforceable if modified, it shall apply with such modification as is necessary to make it valid and enforceable.

10 Tax

- 10.1 The provisions of Schedule 5 (Tax Covenant) shall apply to this Agreement.
- 10.2 The Seller shall be responsible for and shall indemnify the Buyer and each member of the Group against all Tax liabilities arising in respect of any period, transaction, event or omission occurring on or before Completion, except to the extent:
- (a) specifically provided for in this Agreement; or
 - (b) Fairly Disclosed in the Disclosure Letter and expressly accepted by the Buyer in writing.
- 10.3 Nothing in this Clause 10 or Schedule 5 shall permit the Buyer to recover more than once in respect of the same Loss.
- 10.4 Following Completion, the Seller shall provide all information, records and assistance reasonably requested by the Buyer in connection with any Tax matter affecting the Group in respect of any period ending on or before Completion.

11 Miscellaneous

11.1 Survival

- 11.2 The provisions of this Agreement and the Transaction Documents shall, except to the extent fully performed at Completion, remain in full force and effect after and notwithstanding Completion.

11.3 Variation

No amendment or variation of this Agreement and the Transaction Documents shall be valid or effective unless made in writing and signed by or on behalf of the Seller and the Buyer.

11.4 Severability

- 11.4.1 Each provision of this Agreement is severable and distinct from the others. If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

- 11.4.2 If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if the provision or some part of the provision was deleted or modified, the provision or part of the provision in question shall apply with such deletions and modifications as may be necessary to make it legal, valid and enforceable.

11.5 Waiver

- 11.5.1 No failure, delay, indulgence, act or omission by either Party in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any claim, right, remedy, power or privilege prevent any future exercise of it or the exercise of any other claim, right, remedy, power or privilege.

- 11.5.2 Any rights, powers or remedies conferred on a Party by this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies available to it.

11.6 Further assurance

- 11.7 Each Party shall, at its own cost, promptly execute and deliver such documents and do such acts and things as the Buyer may reasonably require for the purpose of giving full effect to this Agreement and the transactions contemplated by it.

11.8 Rights of third parties

Save as expressly provided in this Agreement, a person who is not a Party shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Notwithstanding the foregoing, any member of the Group may enforce any provision of this Agreement expressed to be for its benefit.

11.9 Assignment

No Party shall, without the prior written consent of the other Party, assign, transfer, hold on trust, create any Encumbrance over or otherwise deal with any of its rights or obligations under this Agreement, except that the Buyer may assign the benefit of this Agreement to any Affiliate or financing party on written notice to the Seller.

11.10 Entire agreement

This Agreement and the Transaction Documents constitute the entire agreement and understanding between the Parties relating to the matters contemplated by them and supersede all previous agreements, arrangements and understandings between the Parties relating to those matters.

Nothing in this Clause 11.10 shall limit or exclude liability for fraud or fraudulent misrepresentation.

11.11 Succession

This Agreement shall be binding on, and enure for the benefit of, each Party and their respective successors and assigns. Subject to and on any succession and assignment permitted by this Agreement, any successor and/or assignee shall in its own right be able to enforce any term of this Agreement in accordance with its terms as if it were in all respects a party to this Agreement but, until such time, any such successor or assignee shall have no rights whether as a third party or otherwise.

11.12 Time of the Essence

Each time, date or period referred to in this Agreement (including any time, date or period varied by the Parties) is of the essence.

11.13 Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original, and such counterparts taken together shall constitute one and the same Agreement.

11.14 Costs

Each Party shall pay its own costs and expenses in connection with the negotiation, preparation, execution and implementation of this Agreement and the Transaction Documents. Any stamp duty, stamp duty reserve tax or equivalent transfer tax arising on the transfer of the Sale Shares shall be borne by the Buyer, unless otherwise required by applicable law.

11.15 Specific performance and equitable relief

The Buyer shall be entitled to seek specific performance, injunctive relief and any other equitable remedy only in connection with enforcing Completion or post-Completion restrictive covenants, and otherwise the indemnification provisions set forth herein shall be the sole and exclusive remedy of the parties for any breach of this Agreement, save in respect of fraud.

12 Notices

12.1 Any notice or other communication given under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or sent by email to the relevant address specified in Clause 12.2.

12.2 The addresses and email addresses for service are:

(a) for the Seller:

Name: Patrick Pat

Address: Nakheel Villas Nad Al Sheba 3 Villa 1032 Dubai, UAE

Email: pp@yelloecho.com

(b) for the Buyer:

Name: Christopher Musoni

Address: 69 High Street, London, England, N14 6LD

Email: legal@rock.one

12.3 A notice or communication shall be deemed received:

(a) if delivered by hand, at the time of delivery;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting;

(c) if sent by email, at the time of transmission, provided that no delivery failure notification is received by the sender.

12.4 If deemed receipt would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. For the purposes of this Clause 12.4, business hours means 9.00 a.m. to 5.00 p.m. on a Business Day.

13 Confidential Information

13.1 For the purposes of this Agreement, "Confidential Information" means:

(a) the terms of this Agreement and the Transaction Documents;

(b) all Business Information;

(c) all information relating to the Group, the Business, the Buyer or the Seller which is confidential in nature, including information relating to:

(i) customers, players, account holders, VIPs and player history;

(ii) affiliates platform providers, hosting providers and other commercial counterparties;

(iii) domains, websites, social media accounts, applications, brands and intellectual property;

(iv) technology, systems, databases, software, source materials, reporting tools, fraud tools, risk management tools, pricing, bonus structures and operational processes;

(v) financial performance, GGR, player balances, forecasts, internal reporting, DD materials, data room materials and responses to enquiries; and

(vi) all information developed, obtained or used by any Party in performing its obligations under or otherwise pursuant to this Agreement.

13.2 The Seller shall not, without the Buyer's prior written consent, disclose or use any Confidential Information except to the extent:

(a) expressly permitted by this Agreement;

(b) required by law, regulation, court order, arbitral order or any Regulatory Authority; or

(c) reasonably required for the purposes of complying with this Agreement.

13.3 The Buyer shall not, without the Seller's prior written consent, disclose or use any Confidential Information relating solely to the Seller except to the extent:

(a) expressly permitted by this Agreement;

(b) required by law, regulation, court order, arbitral order or any Regulatory Authority; or

(c) reasonably required for the purposes of complying with this Agreement.

13.4 A Party may disclose Confidential Information to:

(a) its directors, officers, employees, workers, consultants, auditors, insurers, legal advisers, tax advisers, financing sources and other professional advisers;

(b) any member of its group;

(c) any actual or potential permitted assignee, transferee or financing party; and

(d) any Regulatory Authority or governmental authority having jurisdiction over that Party or the Business,

provided that such disclosure is made only to the extent reasonably necessary and the disclosing Party shall procure, so far as practicable, that the recipient keeps the information confidential.

13.5 Disclosure of Confidential Information may be made to a Party's officers, employees and contractors, professional advisers, consultants and other agents if such disclosure is reasonably necessary to advise on this Agreement and the transaction as a whole, on condition that the disclosing Party is responsible for procuring that the relevant third party complies with its obligations under this clause 13.

13.6 Where a Party is required to disclose Confidential Information by law, regulation, court order, arbitral order or any Regulatory Authority, that Party shall, to the extent legally permissible:

(a) give the other Party prompt written notice of the required disclosure;

(b) consult with the other Party regarding the form, timing and content of the disclosure; and

(c) disclose only the minimum amount of Confidential Information required.

- 13.7 At any time following Completion, and in any event upon written request of the Buyer, the Seller shall promptly:
- (a) return or destroy all Confidential Information in its possession or control; and
 - (b) if requested, certify in writing that it has done so,
- save that the Seller may retain:
- (i) one copy for legal and regulatory compliance purposes; and
 - (ii) any Confidential Information automatically stored in routine electronic back-up systems, provided that such retained information remains subject to this Clause 13.
- 13.8 The obligations in this Clause 13 shall continue indefinitely after Completion, except in respect of Confidential Information which has become public other than as a result of a breach of this Agreement.
- 13.9 Nothing in this Clause 13 limits any other duty of confidentiality or any right of the Buyer to seek injunctive relief, specific performance or any other remedy in respect of any breach or threatened breach of this Clause 13.
- 13.10 If this Agreement terminates before Completion in circumstances where the Seller is entitled to retain the Break Fee under Clause 4.8, then, in consideration of the Data Access Compensation:
- (a) the Player Database shall not be treated as Confidential Information of the Seller;
 - (b) the Buyer shall be entitled to retain, use, process, exploit, disclose, transfer, assign, license and otherwise deal with the Player Database for its own business purposes;
 - (c) the rights in this Clause 13.10 shall be perpetual, irrevocable, worldwide, royalty-free and transferable; and
 - (d) the Buyer shall be responsible for complying with applicable data protection, privacy, direct marketing, gaming and regulatory laws in connection with its use of the Player Database.

14 Announcements

The Buyer may at any time after Completion communicate its acquisition of the Sale Shares to employees, customers, players, suppliers, affiliates, platform providers, hosting providers and regulators, in each case only on a confidential and need-to-know basis to the extent reasonably required for the operation, transition or continuity of the Business, but shall not make any public announcement regarding the transaction or the terms of this Agreement without the prior written consent of the Seller, unless required by law, regulation, court order or any competent regulatory authority.

15 Governing Law and Arbitration

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including any non-contractual dispute or claim, shall be governed by and construed in accordance with the laws of England and Wales.

- 15.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, and including any non-contractual dispute or claim, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 15.
- 15.3 The seat, or legal place, of arbitration shall be London, England, and the language of the arbitration shall be English.
- 15.4 The tribunal shall consist of one arbitrator. If the Parties do not agree on the arbitrator within the time permitted by the LCIA Rules, the arbitrator shall be appointed in accordance with the LCIA Rules.
- 15.5 Nothing in this Clause 15 shall prevent any Party from applying to the courts of England and Wales, or any other court of competent jurisdiction, for interim, injunctive or conservatory relief.
- 15.6 Unless otherwise required by law or regulation, each Party shall keep confidential:
- (a) the existence of any arbitration commenced under this Clause 15;
 - (b) all materials created for the purpose of the arbitration;
 - (c) all documents produced by another Party in the arbitration and not otherwise in the public domain; and
 - (d) all awards, orders and decisions made in the arbitration.
- 15.7 This Clause 15 shall survive termination of this Agreement.

**SCHEDULE 1
COMPANY AND GROUP DETAILS**

**Part A
The Company**

Name: Evelnex B.V.

Jurisdiction of incorporation: Curaçao

Company number: 164180

Registered office: Kaya Richard J. Beaujon Z/N, Curaçao, P.O. Box 6248

Issued share capital: [insert exact issued share capital, class and nominal value] 1000 share(s) with a nominal value of Euro 1

Registered sole shareholder: Vertex Target Inc.

Directors: Guardian Corporation Curaçao B.V., Company number: 131041, Registered office: Kaya Richard J. Beaujon Z/N, Curaçao, P.O. Box 6248

**Part B
The Business**

Business name(s): Indibet and Premium Bet (PB77).

Description: online sports betting and casino business operated by the Company. Indibet is the flagship brand and the primary revenue driver. Premium Bet is a secondary brand operating on the same Curaçao licence and technology stack.

Primary markets: Global customer markets.

Gaming Licence: Curaçao Gaming Licence operated under Evelnex B.V.

Domain Portfolio: 165 domains registered to Evelnex B.V., including indi.io and such other domains as set out in the Disclosure Letter.

Platform arrangements: outsourced proprietary technology platform / sportsbook provider and related hosting / infrastructure arrangements, details of which are set out in the Disclosure Letter.

Operational team: Dubai-based operational team, with additional remote staff engaged through third-party staffing arrangements.

Financial snapshot: combined estimated FY2024 GGR of approximately USD 23.4 million.

SCHEDULE 2
SELLER DELIVERABLES AND BOARD MEETING OF THE COMPANY

Part A
Completion deliverables

1. A duly executed stock transfer form in respect of the Sale Shares in favour of the Buyer or as the Buyer directs in writing.
2. The original share certificate(s) for the Sale Shares or, if unavailable, an indemnity in agreed form in respect of any lost certificate(s).
3. Copies of the certificate of incorporation, constitutional documents, statutory registers, and to the extent held by the Seller or under its control minute books and corporate records of the Company.
4. Each of the Transaction Documents, duly executed by or on behalf of the Seller.
5. Full details of, and all documentation reasonably available in relation to, the Gaming Licence and any associated regulatory filings, applications, approvals, notices or correspondence relevant to the Business.
6. All usernames, passwords, authentication credentials, recovery information and administrative access rights required to access and operate the Business, including:
 - (a) domains and registrars;
 - (b) websites and hosting;
 - (c) social media accounts and channels;
 - (d) Merchant accounts and similar arrangements;
 - (e) analytics, reporting and dashboard tools;
 - (f) CRM, player database and customer support systems;
 - (g) platform access to the extent available at Completion; and
 - (h) all other electronic accounts and resources used in connection with the Business.
7. Statements, reconciliations and supporting materials sufficient to verify:
 - (a) GGR for the Baseline Period;
 - (b) player balances at Completion;
8. Evidence, in form satisfactory to the Buyer, that:
 - (a) all intercompany balances have been settled;

(b) no shareholder loans remain outstanding; and

(c) no liabilities remain outstanding between any member of the Group and the Seller or any Affiliate of the Seller except as Fairly Disclosed.

9. All material contracts, licences, consents, approvals and authorisations held by or for the benefit of the Group in connection with the Business, to the extent not already fully included in the Disclosure Letter or Data Room.
10. Copies of all Affiliate Agreements, hosting agreements, platform-related agreements, domain transfer documents and other material Business contracts not already provided in final form.
11. Evidence, in agreed form, that all acts, filings and notices required to give effect to Completion and the post-Completion handover process have been made or are ready to be made.
12. A list of all the bank accounts and hand over all the credentials to them that the Business and the Group have.
13. Written confirmation from each third-party domain administrator or service provider that all administrative authority, credentials and recovery rights in respect of the Domain Portfolio may be exercised solely at the direction of the Buyer and/or the Group on and from Completion.

Part B

Board and Corporate matters at Completion

At Completion, the Seller shall procure that the necessary board resolutions and shareholder approvals of the Company are passed to:

1. approve the transfer of the Sale Shares, subject to any applicable stamp formalities;
2. authorise the entry of the Buyer in the register of members of the Company;
3. approve such changes to the directors and officers of the Company as the Buyer may require to the extent legally permissible at Completion;
4. authorise the release to the Buyer of all corporate books, statutory records, data, credentials and operational materials relating to the Business;
5. authorise the steps required to implement the Handover Period arrangements contemplated by this Agreement.

SCHEDULE 3 WARRANTIES

The Warranties are given and repeated in accordance with Clause 7.

1. The Seller

1.1 The Seller has full power, capacity and authority to enter into and perform this Agreement and each Transaction Document to which it is a party.

1.2 This Agreement and each Transaction Document to be entered into by the Seller constitutes, or when executed will constitute, valid, binding and enforceable obligations of the Seller.

1.3 The Seller is the sole legal and beneficial owner of the Sale Shares and is entitled to transfer the full legal and beneficial interest in the Sale Shares to the Buyer free from all Encumbrances.

1.4 No consent, approval, waiver or release from any third party is required to enable the Seller to enter into and perform this Agreement and transfer the Sale Shares, except as Fairly Disclosed.

1.5 Neither the Seller nor, so far as the Seller is aware, any person who directly or indirectly owns or controls the Seller or the Sale Shares is:

(a) a person subject to any applicable sanctions;

(b) a politically exposed person whose status has not been disclosed to the Buyer; or

(c) the subject of any investigation, allegation or proceeding relating to money laundering, terrorist financing, bribery, corruption or tax evasion, except as Fairly Disclosed.

2. Group Structure

2.1 The information in Schedule 1 is true, complete and accurate.

2.2 There are no nominee, trust or similar arrangements affecting the Sale Shares

2.3 the Company has no subsidiaries, branches, joint ventures or ownership interests in any other undertaking.

3. Sale Shares

3.1 The Sale Shares constitute the entire issued share capital of the Company.

3.2 The Sale Shares are fully paid and not subject to any Encumbrance.

3.3 No person has any right to acquire, subscribe for, convert into, call for, or otherwise require the transfer or issue of any share or security in the Company.

3.4 No person has any right of pre-emption, first refusal or similar right in relation to the Sale Shares.

4. Information

4.1 All Information provided by or on behalf of the Seller to the Buyer in connection with the transaction, including the Data Room and all responses to enquiries, is true, accurate and not misleading in all material respects.

4.2 No material information has been omitted which would make any of that Information misleading.

4.3 All statements of fact made by or on behalf of the Seller in relation to the Group, the Business, the Gaming Licence, GGR, player balances, domains, platform arrangements and Affiliate Agreements are true, accurate and complete in all material respects.

5. GGR, Player Balances and Financial Information

5.1 GGR has been calculated consistently and in accordance with past practice.

5.2 No change has been made to bonus structures, pricing, promotions, player treatment, accounting treatment or operational methodology with the purpose or effect of artificially inflating or suppressing GGR.

5.3 All player balances, customer balances, reserves, holds and similar liabilities have been accurately recorded and disclosed.

5.4 All financial information provided in relation to the Business, including monthly reports, reconciliations and management information, is materially accurate and not misleading.

5.5 There are no material discrepancies exceeding 5% in any reported GGR, player balance or financial reporting figures.

5.6 The average monthly GGR of the Indibet brand during the three-month period ending on the Handover Completion Date shall not be less than USD 1,000,000 per month.

5.7 The figures used to calculate the warranty in paragraph 5.6:

(a) have been calculated consistently with past practice;

(b) have not been affected by any artificial inflation or suppression arising from changes to bonus structures, promotions, player treatment, accounting treatment or operational methodology; and

(c) are supported by underlying statements, reconciliations and records made available to the Buyer.

5.8 The financial information provided to the Buyer in relation to FY2024 and FY2025, including management accounts, GGR reporting, player balances, and related reconciliations, fairly presents in all material respects the financial performance and financial position of the Business for the relevant periods.

5.9 No audited accounts or audited financial statements, if prepared after the date of this Agreement in respect of any pre-Completion period, would be reasonably expected to differ in any material respect from the financial information provided to the Buyer for that period.

5.10 If, within 12 months after Completion, any audited financial statements, audit report, regulatory audit, forensic accounting review or independent accountant's report prepared in relation to any period ending on or before Completion establishes a material discrepancy in the financial information provided to the Buyer before Completion, including any discrepancy in GGR, player balances, liabilities or revenue recognition, then:

(a) where such discrepancy would reasonably have affected the amount of the Consideration or the terms on which the Buyer entered into this Agreement, the Buyer may require an equitable reduction of the Deferred Payment; and

(b) if the Deferred Payment has already been paid in whole or in part, the Seller shall repay to the Buyer the amount of such overpayment within 10 Business Days of written demand.

5.11 For the purposes of paragraph 5.10, a discrepancy shall be material if it exceeds 5% of the relevant reported figure or otherwise has a material adverse financial effect on the Business.

6. Gaming Licence and Regulatory Matters

6.1 The Gaming Licence is valid, subsisting and in full force and effect.

6.2 No member of the Group is in material breach of any term, condition or requirement of the Gaming Licence or any applicable gaming, regulatory or licensing law.

6.3 No suspension, revocation, restriction, warning, show-cause notice, investigation or enforcement action has been issued, threatened or is pending in respect of the Gaming Licence or the operation of the Business.

6.4 So far as the Seller is aware after due enquiry, there are no facts or circumstances likely to give rise to any suspension, revocation or restriction of the Gaming Licence.

6.5 All change-of-control, notification, filing, consent or approval requirements applicable to the Gaming Licence or the operation of the Business in connection with the transactions contemplated by this Agreement have been fully disclosed to the Buyer, and no undisclosed step, consent or approval is required in order for the Gaming Licence to remain valid, subsisting and enforceable following Completion.

7. Domains, Intellectual Property and Data

7.1 The Domain Portfolio is complete, valid, subsisting and under the control of the Group.

7.2 No key domain is subject to expiry, loss, suspension, registrar lock issue, disputed ownership or unauthorised third-party administrative access.

7.3 Auto-renewal is enabled for all material domains used in the Business.

7.4 The Group owns or has valid rights to use all Intellectual Property Rights required for the operation of the Business as presently conducted.

7.5 No notice of infringement, challenge, opposition, invalidity or unauthorised use has been received in relation to any material Intellectual Property Right used in the Business.

7.6 All customer, player and related data held or used in the Business has been collected, processed, stored and transferred in material compliance with applicable data protection laws.

7.7 No third party, including any IT administrator, registrar administrator or service provider, has any authority, control right, recovery right or administrative access in relation to any material domain in the Domain Portfolio except as Fairly Disclosed, and all such authority and access is capable of being transferred to or controlled by the Buyer and/or the Group at or before Handover Completion.

8. Affiliates

8.1 All Affiliate Agreements material to the Business have been disclosed.

8.2 Each material Affiliate Agreement is valid, in force and capable of assignment, novation, continuation or replacement for the benefit of the Buyer and/or the Group without material disruption to the Business.

8.3 No top 10 affiliate by revenue contribution is personally contracted to the Seller or any Affiliate of the Seller other than a member of the Group, except as Fairly Disclosed.

9. Platform and Technology Arrangements

9.1 Full details of the Platform arrangements and all material technology dependencies of the Business have been disclosed.

9.2 The Platform is currently available to the Business and performing at the service levels historically applied in the ordinary course.

9.3 No notice has been received that would entitle any platform provider, supplier or service provider to terminate, suspend or materially alter the terms of the Platform arrangements during the Handover Period.

10. Compliance, Litigation and Contracts

10.1 The Business has been carried on in material compliance with applicable laws and regulations in each jurisdiction in which it is operated or targeted.

10.2 No member of the Group is engaged in or subject to any material litigation, arbitration, mediation, dispute, investigation or regulatory proceeding, whether actual, pending or threatened, except as Fairly Disclosed.

10.3 All material contracts relating to the Business are valid, binding and in force.

10.4 No material counterparty has indicated an intention to terminate, materially vary or cease doing business with the Group as a result of this transaction, except as Fairly Disclosed.

11. Staff and Transition

11.1 Full and accurate details of all persons materially involved in the Business, whether employees, workers, contractors or outsourced personnel, have been disclosed to the Buyer.

11.2 No material member of the operational team has given notice to terminate their employment or engagement, except as Fairly Disclosed.

11.3 All remuneration, incentive, commission, severance, visa and similar liabilities relating to Relevant Staff up to Completion have been properly accrued, paid or disclosed.

11.4 All visa renewals, work permissions and immigration requirements for the Dubai-based team required up to the Handover Completion Date are valid or will be valid and are being maintained at the Seller's cost.

11.5 All obligations in respect of remuneration, bonuses, commissions, incentives, severance, end-of-service benefits, social charges, visa costs, work permit costs and similar liabilities relating to Relevant Staff up to Completion and, where applicable, up to the Handover Completion Date, have been properly accrued, paid or disclosed.

11.6 All third-party employment, employer-of-record, outsourcing or staffing arrangements used in connection with the Business, including the Risework arrangement and any Dubai-based employer-of-record or related-party employment structures, have been fully disclosed, are valid and in force, and are capable of continuing or being replaced without material disruption to the Business.

12. No Undisclosed Liabilities

12.1 No member of the Group has any material liability, whether actual, contingent or otherwise, other than:

- (a) liabilities arising in the ordinary course of business; or
- (b) liabilities Fairly Disclosed in the Disclosure Letter or otherwise expressly provided for in this Agreement.

13. Transaction effects

13.1 The execution, delivery and performance by the Seller of this Agreement and each Transaction Document to which the Seller is a party do not and will not:

- (a) breach any agreement, arrangement, undertaking, judgment, order or obligation binding on the Seller; or
- (b) require the consent, approval or waiver of any third party, except as Fairly Disclosed.

13.2 Completion and the acquisition of the Sale Shares by the Buyer will not, except as Fairly Disclosed:

- (a) cause any member of the Group to lose the benefit of any material right, licence, consent, approval, authorisation, contract or arrangement used in connection with the Business;
- (b) affect the validity, subsistence, continuity, enforceability or benefit of the Gaming Licence, or require the Gaming Licence to be reissued, replaced or materially varied, or result in any suspension, revocation, restriction, adverse condition, investigation, notification requirement or other adverse consequence in relation to the Gaming Licence;
- (c) entitle any person to terminate, suspend, materially vary or adversely affect any material agreement, arrangement, licence or right of any member of the Group;
- (d) give rise to any right of pre-emption, first refusal, acceleration, cancellation, termination, suspension, repayment or similar right in respect of the Sale Shares, the Group or the Business;
- (e) result in a breach of, or constitute a default under, any material agreement, arrangement, licence, instrument, judgment, order or regulatory requirement binding on any member of the Group;
- (f) result in the repayment, prepayment or acceleration of any borrowing, loan, reserve, holdback or similar financial obligation of any member of the Group; or
- (g) materially adversely affect the relationship of the Group or the Business with any customer, player, account holder, Affiliate Agreement counterparty, platform provider, supplier, service provider or Relevant Staff member.

13.3 No person is entitled to receive any finder's fee, brokerage, commission, success fee or similar payment from any member of the Group in connection with the sale and purchase of the Sale Shares or the transactions contemplated by this Agreement.

SCHEDULE 4
LIMITATION ON CLAIMS

1. No claim may be brought by the Buyer against the Seller in respect of any Warranty or under any Indemnity or under other provisions of this Agreement unless the amount of that individual claim is at least USD 250,000.
2. The Buyer may only bring any claim in respect of any Warranty or under any indemnity or other provisions of this Agreement by giving written notice to the Seller in reasonable detail on or before the date falling 12 months after the Handover Completion Date. Any Warranty and any indemnity shall expire in full on that date and, after that date, the Buyer shall have no further right of action, claim, remedy or recourse whatsoever against the Seller in respect of any Warranty or indemnity.
3. The aggregate liability of the Seller to the Buyer in respect of all claims arising out of or in connection with this Agreement, including all claims for breach of Warranty and under any indemnity, except for fraud-related claims, shall not exceed an amount equal to 100% of the Consideration.
4. Paragraph 1 does not apply to any claim relating to:
 - (a) any Warranty relating to title to the Sale Shares;
 - (b) any Warranty relating to the ownership of the Group structure;
 - (c) any Warranty relating to the Gaming Licence;
 - (d) any Warranty relating to GGR, player balances, the Information, or
 - (e) fraud, fraudulent misrepresentation, wilful default or wilful concealment by the Seller or any person acting on the Seller's behalf.
5. The Seller shall not be liable for any Warranty Claim or Indemnity Claim unless the aggregate amount of all Warranty Claims and Indemnity Claims exceeds USD 250,000 in which event the Seller shall be liable for the whole amount and not merely the excess.
6. The Seller's aggregate liability for Warranty Claims shall not exceed the Consideration.
7. Paragraphs 2, 3, 5 and 6 do not apply to any matter listed in paragraph 2.
8. Nothing in this Schedule 4 shall:
 - (a) require the Buyer to mitigate any indemnity claim;
 - (b) apply the rules of remoteness to any indemnity claim; or
 - (c) prevent the Buyer from seeking specific performance, injunctive relief or any other equitable remedy.

SCHEDULE 5 TAX COVENANTS

1. Definitions and interpretation

1.1 Notwithstanding clause 1 of this Agreement, if there is any conflict between this Schedule 5 and the remainder of this Agreement, this Schedule 5 shall prevail in relation to Tax matters, provided that the Seller's maximum aggregate liability under this Schedule 5 shall not exceed the Consideration.

1.2 In this Schedule 5, unless the context otherwise requires:

Buyer's Group means the Buyer and any Affiliate of the Buyer from time to time.

Group means the Company.

Relief means any relief, loss, allowance, exemption, credit, repayment right, deduction, debit or set-off in respect of Tax.

Tax Liability means:

- (a) any liability to make an actual payment of Tax;
- (b) any loss of a right to repayment of Tax;
- (c) any reduction in the availability, utilisation or value of any Relief; and
- (d) any liability to make a payment by way of indemnity, reimbursement, secondary liability, transferee liability, joint liability or otherwise in respect of Tax.

1.3 References in this Schedule 5 to a period ending on or before Completion include any act, omission, transaction, arrangement, circumstance, income, profit, gain, receipt, payment, supply, disposal or other matter treated for Tax purposes as occurring on or before Completion.

2. Covenant by the Seller

2.1 Subject to paragraph 3 below, the Seller covenants to pay to the Buyer an amount equal to:

- (a) any Tax Liability of any member of the Group arising in respect of, by reference to, or as a consequence of:
 - (i) any act, omission, transaction, arrangement, circumstance, income, profit, gain, receipt, payment, supply, disposal or other matter occurring on or before Completion; or
 - (ii) any period ending on or before Completion;
- (b) any Tax Liability of any member of the Group arising after Completion but which is attributable to:
 - (i) the ownership, conduct or operation of the Group or the Business on or before Completion; or
 - (ii) any transaction, omission, arrangement or circumstance entered into or occurring on or before Completion;
- (c) any Tax Liability arising by reason of:

(i) any relationship, grouping, association, connection or dependency for Tax purposes between any member of the Group and any person other than a member of the Buyer's Group, where such relationship existed on or before Completion;

(d) any Tax Liability arising from any inaccuracy, omission or misstatement in any Tax-related information, records, filings, returns, reconciliations or disclosures provided by or on behalf of the Seller to the Buyer before Completion;

(e) any Tax Liability arising from or connected with:

(i) player balances,

(ii) affiliate commissions,

(iii) bonuses,

(iv) game provider fees, or

(v) operational revenues or costs, to the extent attributable to any period or event on or before Completion;

(f) any Tax Liability arising during the Handover Period to the extent that, under this Agreement, the Seller bears the relevant operational cost or retains the relevant GGR or economic benefit during that period; and

(g) all reasonable costs and expenses properly incurred by the Buyer or any member of the Group in connection with:

(i) any Tax Liability for which the Seller is liable under this Schedule 5; or

(ii) any Tax Claim or other matter giving rise to liability under this Schedule 5.

3. Exclusions and limitations

3.1 The Seller shall not be liable under paragraph 2 to the extent that the relevant Tax Liability arises solely as a direct result of:

(a) a voluntary transaction entered into by the Buyer or any member of the Buyer's Group after Completion, otherwise than:

(i) in the ordinary course of business of the Group as carried on at Completion;

(ii) pursuant to a legally binding obligation existing on or before Completion; or

(iii) at the written request or with the written approval of the Seller;

(b) a change in law, regulation or published practice of a Tax Authority made after Completion with retrospective effect.

3.2 The Seller shall not be entitled to rely on paragraph 3.1 where the relevant matter merely crystallises, reveals or increases a pre-Completion Tax Liability already inherent in the Group or the Business.

3.3 Nothing in this Schedule 5 shall exclude or limit liability for fraud, fraudulent misrepresentation, wilful concealment or deliberate non-disclosure.

4. No double recovery

4.1 The Buyer shall not be entitled to recover more than once in respect of the same Tax Liability.

4.2 Any payment made by the Seller under this Schedule 5 shall, so far as legally possible, be treated as an adjustment to the Consideration.

5. Payment mechanics

5.1 The due date for payment by the Seller under this Schedule 5 shall be the later of:

(a) five Business Days after the Buyer gives written notice of the amount claimed and reasonable details of the Tax Liability; and

(b) five Business Days before the date on which the relevant Tax is due to be paid in order to avoid interest, penalties or similar charges.

5.2 If any amount due under this Schedule 5 is not paid on the due date, interest shall accrue on that amount from the due date until payment at 4% per annum above the base rate of the Bank of England, calculated on a daily basis.

6. Gross up and withholding

6.1 All sums payable by the Seller under this Schedule 5 shall be paid free and clear of any deduction or withholding unless required by law.

6.2 If any deduction or withholding is required by law, the Seller shall pay such additional amount as is necessary to ensure that the Buyer receives the full amount it would have received had no deduction or withholding been required.

7. Conduct of Tax Claims

7.1 If the Buyer or any member of the Group becomes aware of a Tax Claim which may give rise to liability under this Schedule 5, the Buyer shall notify the Seller as soon as reasonably practicable.

7.2 Failure to give notice under paragraph 7.1 shall not of itself relieve the Seller of liability, except to the extent the Seller is materially prejudiced by that failure.

7.3 Subject to paragraph 7.4, the Buyer shall have conduct of any Tax Claim, provided that the Buyer shall:

(a) keep the Seller reasonably informed;

(b) provide copies of material correspondence;

(c) consider in good faith any reasonable written representations made by the Seller.

7.4 The Buyer shall not be obliged to act on any request of the Seller in relation to a Tax Claim if doing so would, in the Buyer's reasonable opinion:

- (a) prejudice the commercial interests of the Buyer or the Group;
- (b) increase any liability of the Buyer or the Group not fully indemnified by the Seller; or
- (c) materially interfere with the operation, regulation, licensing or transition of the Business.

8. Tax returns and information

8.1 Following Completion, the Seller shall provide such information, documentation and assistance as the Buyer may reasonably require in connection with:

- (a) preparing or amending any Tax return relating to a pre-Completion period;
- (b) responding to any Tax Claim;
- (c) verifying any player balance or operational revenue / cost item relevant to Tax.

8.2 The Buyer shall have control over the preparation and filing of all Tax returns of the Group after Completion, but shall provide the Seller with a reasonable opportunity to comment on any return relating wholly or mainly to a pre-Completion period.

9. Handover Period taxes

9.1 To the extent that under this Agreement:

- (a) GGR generated during the Handover Period is retained by the Seller in accordance with Clause 5.5; and/or
- (b) the Seller bears agreed operational costs during the Handover Period,

the Seller shall indemnify the Buyer and the Group against any Tax Liability arising from or connected with such retained GGR or such operational costs during the Handover Period, including any taxes relating to bonuses, affiliate commissions, game provider fees and similar operating costs, to the extent such Taxes are borne economically by the Seller under this Agreement.

10. Time limit

10.1 The Seller shall not be liable under this Schedule 5 unless written notice of the relevant claim is given on or before the date falling seven years after Completion.

10.2 Paragraph 10.1 shall not apply in the case of fraud, fraudulent misrepresentation, wilful concealment or deliberate default.

SCHEDULE 6 SCHEDULE 6 — DATA ROOM INDEX

This Schedule sets out all documents and information made available by the Seller to the Buyer in connection with the due diligence review conducted prior to the execution of this Agreement. All documents listed below form part of the Seller's disclosure against the Warranties.

Documents are grouped by category. The reference numbers correspond to the folder structure of the electronic data room provided by the Seller.

Section 1 — Corporate Structure & Governance

Ref	Category	Document Name	Format	Notes
1.1	Corporate Structure	Structure Diagram Vertex.pdf	PDF	Certified by Cai Liying as director/legal representative, 10 March 2025. Confirms 100% ownership chain: Cai Liying → Vertex Target Inc. (Seychelles) → Evelnex B.V. (Curaçao).

Section 2 — Financial & Business Data

Ref	Category	Document Name	Format	Notes
2.1	KPI / Financial Data	Data KPIs_IB_PB_V1.xlsx	XLSX	Combined KPI data for Indibet and Premium Bet. Covers deposits, withdrawals, GGR, sports & casino staking volumes, and transaction counts from 2021 through January 2026.
2.2	Domain Portfolio	Domains List.xlsx	XLSX	165 registered domains held by Evelnex B.V. via GoDaddy account 707419812 (admin contact: ron@innvoitech.io). Includes expiry dates and auto-renew status.
2.3	Staff Headcount & Payroll	SUMMARY SHEET - INDIBET STAFF DETAILS.xlsx	XLSX	Summary of 64 staff: 17 Dubai-based (Bee Idea Technology, Rose Idea Technology, Petals Payments, third-party visa) and 47 remote (via Risework). Includes salaries, departments, and visa expiry dates.

Section 3 — Legal & Compliance Documents

Ref	Category	Document Name	Format	Notes
-----	----------	---------------	--------	-------

3.1	Player T&Cs — Indibet	Indibet T&C.docx	DOCX	Player-facing terms and conditions for the Indibet brand. Issued by Evelnex B.V.
3.2	Privacy Policy — Indibet	Indibet Privacy and Cookie Policy.docx	DOCX	Privacy and cookie policy for the Indibet brand. Identifies Evelnex B.V. as the data controller.
3.3	Player T&Cs — Premium Bet	PB77 New T&C.docx	DOCX	Player-facing terms and conditions for the Premium Bet (PB77) brand. Issued by Evelnex B.V.
3.4	Privacy Policy — Premium Bet	PB77 Privacy Policy.docx	DOCX	Privacy policy for the Premium Bet (PB77) brand.

Section 4 — Contracts & Third-Party Agreements

Ref	Category	Document Name	Format	Notes
4.1	Affiliate Platform	MyAffiliates_Eight Star B.V. Subscription Agreement.docx.pdf	PDF	Subscription agreement between Eight Star B.V. and MyAffiliates for the affiliate management platform used by the Business. Change-of-control provisions to be reviewed.

Section 5 — HR Policies & Standard Operating Procedures

5A — Employee Handbook

Ref	Category	Document Name	Format	Notes
5A.1	Employee Handbook	Bee Idea Technology LLC - Employee Handbook.pdf	PDF	Main employee handbook governing Dubai-based staff employed under Bee Idea Technology LLC.
5A.2	Employee Handbook (HR)	Bee Idea Technology LLC - Employee Handbook.pdf (HR Policies folder)	PDF	Duplicate copy filed within HR Policies folder.

5B — HR Policy Documents

Ref	Category	Document Name	Format	Notes
5B.1	HR Policy	BEE IDEA TECHNOLOGY LLC - SEPARATION POLICY.pdf	PDF	
5B.2	HR Policy	BEE IDEA TECHNOLOGY LLC - LEAVE POLICY.pdf	PDF	
5B.3	HR Policy	BEE Idea Technology - Recruitment & Selection Policy.pdf	PDF	

5B.4	HR Policy	BEE Idea Technology LLC - PROBATION POLICY.pdf	PDF	
5B.5	HR Policy	Bee Idea Technology - CONFIDENTIAL INFORMATION AND NDA POLICY.pdf	PDF	
5B.6	HR Policy	Bee Idea Technology LLC - Airfare Policy.pdf	PDF	
5B.7	HR Policy	Bee Idea Technology LLC - Approval & Reimbursement Process.pdf	PDF	
5B.8	HR Policy	Bee Idea Technology LLC - Disciplinary Policy.pdf	PDF	
5B.9	HR Policy	Bee Idea Technology LLC - Dress Code & Personal Hygiene.pdf	PDF	
5B.10	HR Policy	Bee Idea Technology LLC - Employee Referral Program.pdf	PDF	
5B.11	HR Policy	Bee Idea Technology LLC - Relocation Benefits Policy 2023.pdf	PDF	
5B.12	HR Policy	Bee Idea Technology LLC - Reward & Recognition Monthly Plan (Retention Team).pdf	PDF	
5B.13	HR Policy	Bee Idea Technology LLC - Travel Policy.pdf	PDF	
5B.14	HR Policy	Bee Idea Technology LLC - Work from Home Policy (2023).pdf	PDF	
5B.15	HR Policy	CALENDAR & MEETING ETIQUETTE POLICY - JAN 2026.pdf	PDF	

5C — HR Standard Operating Procedures

Ref	Category	Document Name	Format	Notes
5C.1	HR SOP	SOP - HR Department 1.docx	DOCX	
5C.2	HR SOP	SOP - HR Department 2.docx	DOCX	
5C.3	HR SOP	SOP - HR Department 3.docx	DOCX	
5C.4	HR SOP	SOP - HR Department 4.docx	DOCX	
5C.5	HR SOP	SOP - HR Department 5.docx	DOCX	
5C.6	HR SOP	SOP - HR Department 6.docx	DOCX	

5C.7	HR SOP	SOP - HR Department 7.docx	DOCX	
5C.8	HR SOP	SOP - HR Department 8.docx	DOCX	
5C.9	HR SOP	SOP - HR Department 9.docx	DOCX	
5C.10	HR SOP	SOP - HR Department 10.docx	DOCX	

Section 6 — Dubai Team — Individual Personnel Files

6A — Customer Support Team

Ref	Category	Document Name	Format	Notes
6A.1	Binny George — CS Team Leader	Binny - CV.pdf	PDF	Visa expires 10 Sep 2026
6A.2	Binny George	CLICKPLUS - BINNY GEORGE - APPROVED CONTRACT 2026.pdf	PDF	
6A.3	Binny George	Rose Ideas Tech Co LLC - Employment Offer Letter - Binny.pdf	PDF	
6A.4	Ismail Mohammad — CS Supervisor	Ismail - CV.pdf	PDF	Visa expires 10 Sep 2026
6A.5	Ismail Mohammad	CLICKPLUS - MOHAMMAD ISMAIL - LABOUR CARD 2024-2026.pdf	PDF	
6A.6	Ismail Mohammad	Rose Ideas Tech Co LLC - Employment Offer Letter - Ismail.pdf	PDF	
6A.7	Rejosh Kunjukunju Rajan — CS QA Executive	Rejosh - CV.pdf	PDF	Joined Jan 2026. Visa expires Jan 2028
6A.8	Rejosh Kunjukunju Rajan	Borgis Commercial - Employment Offer Letter.pdf	PDF	

6B — Data Analysis

Ref	Category	Document Name	Format	Notes
6B.1	Manish Gajjar — Data Analyst	Manish - CV.pdf	PDF	Visa expires May 2027
6B.2	Manish Gajjar	Bee Idea Technology LLC - Employment Offer Letter - Manish.pdf	PDF	

6B.3	Manish Gajjar	MANISH - LUME - APPROVED CONTRACT.pdf	PDF	
------	---------------	---------------------------------------	-----	--

6C — Retention Team

Ref	Category	Document Name	Format	Notes
6C.1	Rakesh Sarin — Head of Retention	CV.pdf	PDF	⚠ Visa expires 11 Jun 2026 — within handover period
6C.2	Rakesh Sarin	BEE IDEA - RAKESH SARIN - LABOUR CONTRACT 2024-2026.pdf	PDF	
6C.3	Rakesh Sarin	Bee Idea Technology LLC - Signed Appointment Letter.pdf	PDF	
6C.4	Rakesh Sarin	Bee Idea Technology LLC - Signed Offer Letter.pdf	PDF	
6C.5	Rakesh Sarin — Letters & Certs	Bee Idea Technology LLC - Designation Amendment (2023).pdf	PDF	
6C.6	Rakesh Sarin	Bee Idea Technology LLC - Salary Certificate (2023).pdf	PDF	
6C.7	Rakesh Sarin	Bee Idea Technology LLC - Bonus Letter 2024.pdf	PDF	
6C.8	Rakesh Sarin	Bee Idea Technology LLC - Salary Adjustment Letter 2024 (multiple versions).pdf	PDF	
6C.9	Rakesh Sarin	Bee Idea Technology LLC - Salary Advance 2024.pdf	PDF	
6C.10	Rakesh Sarin	Bee Idea Technology LLC - NOC.pdf	PDF	
6C.11	Rakesh Sarin — Visa	Rakesh - Employment Visa.pdf	PDF	
6C.12	Rakesh Sarin — Visa	RAKESH APPROVED CONTRACT.pdf	PDF	
6C.13	Rakesh Sarin — Visa	Rakesh - Medical FIT Report.pdf	PDF	
6C.14	Rakesh Sarin — Visa	Rakesh - Medical Health Insurance 2023.pdf	PDF	
6C.15	Evelyn Grey Gilbert — Retention Exec	Resume.pdf	PDF	Visa expires Jun 2027
6C.16	Evelyn Grey Gilbert	Bee Idea Technology LLC - Appointment Letter Signed.pdf	PDF	

6C.17	Evelyn Grey Gilbert	Bee Idea Technology LLC - Employment Offer Letter Signed.pdf	PDF	
6C.18	Evelyn Grey Gilbert	EVELYN - LUME - CONTRACT.pdf	PDF	
6C.19	Rebecca Liza — Retention Exec	CV - Rebecca.pdf	PDF	Visa expires Jun 2027
6C.20	Rebecca Liza	Bee Idea Technology LLC - Employment Offer Letter (Signed).pdf	PDF	
6C.21	Rebecca Liza	Lume Collective Technology LLC - Appointment Letter.pdf	PDF	
6C.22	Rebecca Liza	REBECCA - LUME - LABOUR CONTRACT.pdf	PDF	
6C.23	Simran Kaur — Retention Specialist	Simran - CV.pdf	PDF	Visa expires Aug 2027
6C.24	Simran Kaur	Bee Idea Technology - Employment Offer Letter - Simran Kaur.pdf	PDF	
6C.25	Simran Kaur	Lume Collective Technology LLC - Appointment Letter.pdf	PDF	
6C.26	Jothi Anand Krishnan — VIP Tele Caller	Bee Idea Technology LLC - Offer Letter.pdf	PDF	Visa expires Jun 2027
6C.27	Jothi Anand Krishnan	JOTHI - LUME - CONTRACT.pdf	PDF	
6C.28	Heena Mehta — VIP Tele Caller	Heena CV.pdf	PDF	Visa expires Jul 2027
6C.29	Heena Mehta	Bee Idea Technology LLC - Appointment Letter.pdf	PDF	
6C.30	Heena Mehta	Signed Appointment Letter.pdf	PDF	
6C.31	Heena Mehta	HEENA - LUME - LABOUR CARD 2025-2027.pdf	PDF	
6C.32	Yoosuf Zunaïd — VIP Tele Caller	Resume.pdf	PDF	⚠ Visa expires 11 Jun 2026 — within handover period
6C.33	Yoosuf Zunaïd	Bee Idea Technology LLC - Appointment Letter - Yoosuf Zunaïd.pdf	PDF	
6C.34	Yoosuf Zunaïd	YOOUSF ZUNAID APPROVED CONTRACT.pdf	PDF	

6C.35	Mohammad Anish — VIP Tele Caller	ANISH - ROSE IDEAS - LABOUR CONTRACT.pdf	PDF	Visa expires Jun 2027
6C.36	Mohammad Anish	Bee Idea Technology LLC - Employment Offer Letter - Anish.pdf	PDF	
6C.37	Mohammad Anish	Rose Ideas - Appointment Letter - Anish.pdf	PDF	
6C.38	Sachin Pawar — VIP Tele Caller	CV - Interview Form.pdf	PDF	Visa expires Oct 2026
6C.39	Sachin Pawar	Bee Idea Technology LLC - Appointment Letter - Sachin Pawar.pdf	PDF	
6C.40	Sachin Pawar	PETALS - SACHIN VISHRAM - LABOUR CONTRACT 2024-2026.pdf	PDF	
6C.41	Sachin Pawar	Petals Payment Technology Co LLC - Offer of Employment - Sachin Pawar.pdf	PDF	
6C.42	Mary Bharani — VIP Tele Caller	CV - Mary.pdf	PDF	Visa expires Sep 2026
6C.43	Mary Bharani	Petals Payment Technology LLC - Appointment Letter - Mary Bharani.pdf	PDF	
6C.44	Mary Bharani	PETALS - MARY BHARANI - LABOUR CONTRACT 2024-2026.pdf	PDF	

6D — Sales Team

Ref	Category	Document Name	Format	Notes
6D.1	Ritesh Dubey — Affiliate Manager	Ritesh - CV.pdf	PDF	Visa expires Apr 2027
6D.2	Ritesh Dubey	Bee Idea Technology LLC - Appointment Letter (Ritesh Dubey).pdf	PDF	
6D.3	Ritesh Dubey	RITESH DUBEY APPROVED CONTRACT.pdf	PDF	
6D.4	Ritesh Dubey	Ritesh - Bee Idea Offer Letter.pdf	PDF	
6D.5	Akash Suresh Dhande — Affiliate Manager	CV - Akash.pdf	PDF	Visa expires Oct 2026
6D.6	Akash Suresh Dhande	Bee Idea Technology LLC - Employment Offer Letter.pdf	PDF	

6D.7	Akash Suresh Dhande	PETALS - AKASH SURESH DHANDE - LABOUR CARD 2024-2026.pdf	PDF	
6D.8	Akash Suresh Dhande	Petals Payment Technology Co LLC - Appointment Letter - Akash Suresh Dhande.pdf	PDF	
6D.9	Muhammad Aqib — UI/UX Designer (Remote-Pakistan)	Bee Idea Technology LLC - Appointment Letter - Mohammed Aqib.pdf	PDF	Remote employee, no UAE visa
6D.10	Muhammad Aqib	Employment Offer Letter - Bee Idea.pdf	PDF	

Section 7 — Remote Team — Individual Personnel Files

7A — Marketing & Brand Strategy

Ref	Category	Document Name	Format	Notes
7A.1	Achyuth Kovindh — Brand Operations Mgr	Achyuth - CV.pdf	PDF	Risework contract
7A.2	Achyuth Kovindh	Achyuth - Offer Letter.pdf	PDF	
7A.3	Pragya Sunil Bhutoria — Brand Assoc Mgr	Pragya CV.pdf	PDF	Risework contract
7A.4	Pragya Sunil Bhutoria	Pragya - Appointment Letter.pdf	PDF	
7A.5	Shivam Soni — Social Media Manager	Shivam Soni CV.pdf	PDF	Risework contract
7A.6	Shivam Soni	Shivam Soni Contract.pdf	PDF	

7B — Design Team

Ref	Category	Document Name	Format	Notes
7B.1	Faizal SR — Graphic Designer	Faizal - CV.pdf	PDF	Risework contract
7B.2	Faizal SR	Faizal - Appointment Letter.pdf	PDF	
7B.3	Jenitha Mary Nadar — Graphic Designer (PT)	Jenitha - Candidate Information Form.pdf	PDF	Risework contract

7B.4	Jenitha Mary Nadar	Jenitha - Contract Offer Letter.pdf	PDF	
7B.5	Robin Raj — Graphic Designer	Robin - CV.pdf	PDF	Risework contract
7B.6	Robin Raj	Robin - Appointment Letter.pdf	PDF	

7C — SEO & Content

Ref	Category	Document Name	Format	Notes
7C.1	Manish Kushwah — SEO Specialist	Manish - Appointment Letter.pdf	PDF	Risework contract
7C.2	Kartik Bhardwaj — Content Writer	Kartik - CV.pdf	PDF	Risework contract
7C.3	Kartik Bhardwaj	Kartik - Appointment Letter.pdf	PDF	
7C.4	Noel Sam Varghese — Sports Content Writer	Noel - CV.pdf	PDF	Risework contract
7C.5	Noel Sam Varghese	Noel - Appointment Letter.pdf	PDF	
7C.6	Sachin Yashwant Adgaonkar — Content Writer	Sachin - Resume.pdf	PDF	Risework contract
7C.7	Sachin Yashwant Adgaonkar	Sachin - Appointment Letter.pdf	PDF	
7C.8	Ashwini Kumar Jena — SEO Executive	Ashwini - CV.pdf	PDF	Risework contract
7C.9	Ashwini Kumar Jena	Ashwini - Appointment Letter.pdf	PDF	
7C.10	Saurabh Sharma — SEO Executive	Saurabh Sharma - Resume.pdf	PDF	Risework contract
7C.11	Saurabh Sharma	Saurabh Sharma - Appointment Letter.pdf	PDF	
7C.12	Sneha Tanaya Khuntia — SEO Exchange	Sneha - CV.pdf	PDF	Risework contract
7C.13	Sneha Tanaya Khuntia	Sneha - Appointment Letter.pdf	PDF	
7C.14	Priyadharshini Selvam — Sr Content Writer	Priya - CV.pdf	PDF	Risework contract

7C.15	Priyadharshini Selvam	Priya - Appointment Letter.pdf	PDF	
7C.16	Rohit Gupta — Football Content Writer	Rohit - CV.pdf	PDF	Risework contract
7C.17	Rohit Gupta	Rohit - Employment Offer Letter.pdf	PDF	
7C.18	Rajesh Kumar — SEO Specialist	Rajesh - CV.pdf	PDF	Risework contract
7C.19	Rajesh Kumar	Rajesh - Employment Offer Letter.pdf	PDF	

7D — Development & Acquisition

Ref	Category	Document Name	Format	Notes
7D.1	Abdul Mabood — Web Developer	Abdul - Resume.pdf	PDF	Risework contract
7D.2	Abdul Mabood	Abdul - Appointment Letter.pdf	PDF	
7D.3	Shama Razak E.P — Front End Developer	Shama - CV.pdf	PDF	Risework contract
7D.4	Shama Razak E.P	Shama - Appointment Letter.pdf	PDF	

7E — Retention (Remote)

Ref	Category	Document Name	Format	Notes
7E.1	Anuja Shrivastava — Content Manager	Anuja - Resume.pdf	PDF	Risework contract
7E.2	Anuja Shrivastava	Anuja - Signed Offer Letter Beta Blink.pdf	PDF	
7E.3	Anushiya Premkumar — VIP Tele Caller	Anushiya CV.docx	DOCX	Risework contract. Joined Jan 2026
7E.4	Anushiya Premkumar	Anushiya Contract.pdf	PDF	
7E.5	MD Ibrahim Mia — VIP Tele Caller	Ibrahim CV.pdf	PDF	Risework contract. Joined Jan 2026
7E.6	MD Ibrahim Mia	Ibrahim Contract.pdf	PDF	

7F — Customer Support (Remote — 16 staff)

Ref	Category	Document Name	Format	Notes
7F.1	Kahkashan Rahman — CS Executive	Kahkashan - CV.pdf + Offer Contract.pdf	PDF	Risework contract
7F.2	Rahul Kumar Bhagat — CS Executive	Rahul - CV.pdf + Offer Contract (Signed).pdf	PDF	Risework contract
7F.3	Kunal Takhtani — CS Executive	Kunal - CV.pdf + Contract Extension Letter Mar 2025.pdf	PDF	Risework contract
7F.4	Sanjay Sharma — CS Executive	Sanjay - CV.pdf + Beta Blink Contract Mar 2025.pdf	PDF	Risework contract
7F.5	Sadaf Nabi — CS Executive	Sadaf - CV.pdf + Offer of Employment Contract.pdf	PDF	Risework contract
7F.6	Nikita Vishal Mankar — CS Executive	Nikitha - CV.pdf + Offer of Employment Contract.pdf	PDF	Risework contract
7F.7	Nithin U — CS Executive	Nithin - Resume.pdf + Employment Contract (Signed).pdf	PDF	Risework contract
7F.8	Pooja Sonsowa — CS Executive	Pooja - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.9	Sruthi Kooplichira Babu — CS Executive	Sruthi - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.10	Ahamed Shameem — CS Executive	Ahamed Shameem - CV.pdf + Employment Offer Letter.pdf	PDF	Risework contract
7F.11	Delbin Sunny — CS Executive	Delbin - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.12	Vishant Rana — CS Executive	Vishant - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.13	Viji K S — CS Executive	Viji - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.14	Urvashi Rastogi — CS Executive	Urvashi - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.15	Binod Kumar Shaw — CS Executive	Binod - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.16	Suraj Parmar — CS Executive	Suraj - CV.pdf + Contract Offer Letter.pdf	PDF	Risework contract
7F.17	Ramsha Rizwan — CS Executive	Ramsha - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract

7F.18	Mamidisetti Durgabhavani — CS Executive	Durgabhavani - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.19	Nancy Priya — CS Executive	Nancy - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.20	Anjali Kumari — CS Executive	Anjali - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.21	Dilshad Ahmed — CS Executive	Dilshad - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.22	Pavan Kumar Shriwas — CS Executive	Pavan - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract
7F.23	Javed Khan — CS Executive	Javed - CV.pdf + Employment Contract Offer Letter.pdf	PDF	Risework contract

This Agreement has been executed and delivered on the date written at the beginning of it.

Executed by **Vertex Target Inc.**

acting by **Cai Liying:**

.....

12.06.2026

Executed by **Ironwood Holdings Ltd.**

acting by **Christopher Musoni:**

.....

12.06.2026