

Date: May 15 2026

PM GAMING LEGACY INC.

1000673087 (as Transferor)

and

SELAMCO LIMITED

HE 484070

(as Purchaser)

SHARE PURCHASE AGREEMENT

in relation to:

LEGACY EIGHT CURACAO N.V.

AZTECA MESSENGER SERVICES S.A. DE C.V.

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Initial Initial


THIS AGREEMENT is made on the 15th day of May, 2026.

BETWEEN

- (1) **PM GAMING LEGACY INC**, with registered address at 100 King Street West, 1 First Canadian Place, Suite 3400, Ontario, M5X 1A4 Canada (hereinafter referred to as the “**Transferor**”); and
- (2) **SELAMCO LIMITED**, with registered address at 77 Strovolou, Strovolos Centre, floor 4, flat 401, 2018 Nicosia Cyprus (hereinafter referred to as the “**Purchaser**”),

WHEREAS:

1(A) LEGACY EIGHT CURACAO N.V. is a private limited liability company incorporated in Curacao under registration number 139031 whose registered office is at Livestrong Building Curacao (hereinafter referred to as the “**Company 1**”).

(B) The Company has an authorized and issued share capital of nominal value EURO 20.75 divided into 20,75 shares of nominal value EURO 1,00 each (hereinafter referred to as the “**Share Capital**”).

(C) The Transferor is the registered shareholder of 20,75 shares of nominal value EURO 1,00 each out of the Share Capital of Company 1 and is interested in proceeding with a sale of 20,75 shares in Company 1 (hereinafter referred to as the “**Sale Shares**”).

(D) The Transferor has agreed to transfer and the Purchaser has agreed to purchase the Sale Shares pursuant to the terms and conditions hereinafter provided.

(E) Company 1 is the sole shareholder of Bulleg Eight Limited a private limited liability company incorporated in Cyprus under the Companies Law, Cap. 113, on 22 November 2019, whose registered office is at Voukourestiou 25, Neptune House, 1st Floor, Flat/Office 11, 3045 Limassol, Cyprus (hereinafter referred to as the “**Company 3**”).

2(A) AZTECA MESSENGER SERVICES, S.A. DE C.V. is a private variable stock corporation, tax registration number AMS1303158T5, duly incorporated under the laws of Mexico pursuant to Public Deed No. 24,832 dated March 15, 2013, granted before Lic. Juan José A. Barragán Abascal, Notary Public No. 171 of Mexico City, and registered in the Public Registry of Commerce of Mexico City under Commercial Folio No. 493657-1, whose registered office is in Mexico City, Mexico (hereinafter referred to as the “**Company 2**”).

(B) The Transferor is the registered shareholder of 9,900 (nine thousand nine hundred) ordinary shares with a nominal value of MXN 1.00 (One Mexican Peso) each, representing 99% of the Share Capital of the Company, and intends to proceed with the sale of such 9,900 shares in Company 2 (hereinafter referred to as the “Sale Shares”).

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Accounts” means the audited or, if not audited, management financial statements of each of Company 1, Company 2 and Company 3 for the financial year ended 31 December 2025, which are provided for historical reference purposes only and shall not be relied upon as a representation of the current financial condition of the Business.

“Management Accounts” means the unaudited financial statements of the Companies prepared on a consistent basis for the period from 1 January 2026 up to a date no earlier than five (5) Business Days prior to Completion, including details of revenue, expenses, cash, bank balances, PSP balances, reserves, receivables, payables, and any other material financial items of the Business.

“Completion Accounts” means a statement of the financial position of the Companies as at Completion, including without limitation all cash, bank balances, PSP balances, rolling reserves, settlement amounts, receivables, payables, accrued liabilities, and any other assets and liabilities of the Business.

The Transferor shall deliver the Management Accounts prior to Completion and shall procure that the Completion Accounts are prepared promptly following Completion.

The Purchaser shall be entitled to rely on the Management Accounts and the Completion Accounts in assessing the financial condition of the Business, and in the event of any inconsistency between the Accounts, the Management Accounts, and the Completion Accounts, the Completion Accounts shall prevail

“Agreement” means the present Agreement for the sale and purchase of the Sale Shares, including all schedules attached hereto which schedules constitute an integral part of this Agreement and are deemed incorporated in the body of the Agreement, as the same may hereafter be amended, modified or supplemented from time to time;

“Business” means the business, operations and activities carried on by the Companies as at the Completion Date, including the ownership, development, marketing, sale and/or provision of their products and services, together with all assets, rights, goodwill, contracts, employees and records used in or relating to such activities, but excluding any business, assets or liabilities expressly excluded under this Agreement.

“Business day” means a day (other than Saturday or Sunday) on which banks and financial markets are generally open for business in Cyprus, and any reference to a **“day”** shall mean a Business Day;

“Closing Date” means May 15, 2026.

“Company” or “Companies” means individually and collectively Company 1, Company 2 and Company 3;

“Completion” means the completion of the sale and purchase of the Sale Shares in accordance with the procedure set out in Clause 5 of this Agreement;

“Encumbrance” means any kind of claim and all claims and any kind of mortgage, pledge, lien, charge (fixed or floating), options, rights of pre-emption or equities whatsoever and being arrested or blocked or subject to withdrawal under any legal or legislative acts of any authorised body and or court resolution and or otherwise, assignment, whether absolute or by way of security, hypothecation, security interest, equity, any preferential right or trust arrangement or other agreement or arrangement the effect of which is the creation of security and any other encumbrance or security arrangement of any kind, as well as any other rights or interests of third parties in terms of obtaining any funds or property and any agreements, arrangements or obligations to create any of the above;

“Full Operational Control Date” means May 15, 2026, being the date on which operational control of the Business shall transfer to the Purchaser.

“Party” means individually the Transferor or the Purchaser and **“Parties”** means collectively the Transferor and the Purchaser;

“Purchase Price” means the total price to be paid by the Purchaser to the Transferor in respect of the Sale Shares, in accordance with Clause 3 of this Agreement;

“Sale Shares” means 20,75 (Twenty point seventy-five) shares of EURO 1,00 each out of the Share Capital of Company’s 1 at the time of this Agreement, representing

100% of Company's 1, Share Capital and 9900 (nine thousand nine hundred) shares of Mexican Peso 1,00 each out of the Share Capital of Company's 2 at the time of this Agreement, representing 99% of Company's 2, Share Capital;

"Warranties" means the warranties and representations set out in **Schedule 1** and **Warranty** means any one of them.

1.2 All headings in this Agreement are for convenience only. In interpreting this Agreement or any provision of this Agreement, all headings shall be entirely disregarded.

1.3 The Preamble to this Agreement shall be an integral part of this Agreement.

2 SALE AND PURCHASE

2.1 At Completion, the Transferor agrees to transfer the Sale Shares and the Purchaser agrees to purchase all such Sale Shares with all rights attached or accruing and free from all claims, charges, liens, Encumbrances, options, rights of pre-emption or equities whatsoever, relying on the Warranties, representations and undertakings of the Transferor and as per the terms provided herein.

2.2 The Transferor and the Purchaser jointly and severally hereby expressly and unequivocally declares their clear intention that the full title as well as the legal rights of the Sale Shares shall be transferred from the Transferor to the Purchaser absolutely at Completion with no reservation or hindrance of any kind.

2.3 The Parties hereby undertake to arrange for the simultaneous sale of the legal interest of the said Sale Shares and arrange for all relevant documentation to be prepared and signed.

3 CONSIDERATION

3.1 The purchase price for the Sale Shares (the "Purchase Price") shall be USD 200,000 (Two Hundred Thousand United States Dollars) of which 199,000 (One Hundred & Ninety Nine Thousand United States Dollars) is the Purchase price for the shares of Company 1 and 1000 (One Thousand United States Dollar) is the price for the purchase of the 99% of the shares of Company 2 without interest commencing the one month after change of control is completed.

3.2 The Purchase Price shall be payable by the Purchaser in installments of USD 10,000 per month, together with a final balancing installment in the amount required to discharge the Purchase Price in full.

- 3.3 The first installment of the Purchase Price shall become due one (1) month after the occurrence of the Full Operational Control Date. The Full Operational Control Date shall be deemed to occur on May 15, 2026, subject to the Transferor continuing in good faith to complete any remaining transition items contemplated by this Agreement.
- 3.4 No installment or other payment of the Purchase Price shall be due or payable prior to Completion and the occurrence of the Full Operational Control Date, unless expressly agreed in writing by the Parties.
- 3.5 The Purchaser may, at its sole discretion, prepay all or any portion of the Purchase Price at any time without premium or penalty.
- 3.6 The Purchaser shall be entitled, at any time and without prejudice to any other right or remedy available to it (whether under this Agreement or otherwise), to set off against the Purchase Price any amount owing or claimed in good faith by the Purchaser from the Transferor, including any indemnity claim, Loss, adjustment, reimbursement, or Operational Advance. Any such set-off shall apply only to amounts that are finally determined, agreed in writing between the Parties, or adjudicated by a court or arbitral tribunal of competent jurisdiction or claimed in good faith, provided such claim is reasonably supported.
- 3.7 Any amount set off by the Purchaser in good faith pursuant to Clause 3.6 shall not constitute a default, breach, or failure to pay under this Agreement pending final resolution of the relevant matter.

4 CONDITIONS PRECEDENT

- 4.1 The obligation of the Purchaser to complete the purchase of the Sale Shares at Completion is subject to the satisfaction, or written waiver by the Purchaser in its sole discretion, of each of the following conditions precedent on or before Completion:
 - 4.1.1 Formal approval of the transaction by the board of directors of Legacy Eight Curaçao N.V. and any other required board, shareholder, or corporate approvals of the Transferor and each Company;
 - 4.1.2 confirmation, approval, acknowledgement, or non-objection from the Curaçao Gaming Authority and any other applicable gaming, regulatory, corporate, banking, payment-processing, or governmental authority having jurisdiction over the Business, the Companies, or the transaction contemplated herein;
 - 4.1.3 delivery of evidence reasonably satisfactory to the Purchaser that the Business and each Company shall be transferred on a debt-free, cash-free basis except for working capital, together with all working capital, except only for liabilities expressly disclosed and expressly accepted in writing by the Purchaser;
 - 4.1.4 delivery to the Purchaser of full operational access and control of the Business, including administrative, technical, financial, payment, merchant, domain, hosting, development, data, and communications access necessary for the continued operation of the Business in the ordinary course;
 - 4.1.5 there having been no breach of any representation, warranty, covenant, or undertaking of the Transferor and no discovery of any undisclosed liability, Encumbrance, adverse claim, compliance issue, or material deficiency affecting the Business or any Company;

- 4.1.6 the Payment Infrastructure being fully operational and capable of being transferred, continued, or replaced without material degradation, interruption, or increased cost to the Business;
- 4.1.7 no material adverse effect having occurred with respect to the Business, any Company, or the ability of the Purchaser to own, control, access, or operate the Business as a going concern following Completion;
- 4.1.8 delivery by the Transferor of the Completion Documents specified in Clause 6 in form and substance reasonably satisfactory to the Purchaser;
- 4.1.9 achievement of the Full Operational Control Date, unless expressly waived in writing by the Purchaser.
- 4.1.10 if any condition precedent is not satisfied or waived by the Purchaser prior to Completion, the Purchaser may, by written notice to the Transferor, terminate this Agreement without prejudice to any rights arising from any prior breach.

5 COMPLETION

- 5.1 Completion of the sale and purchase of the Sale Shares (“Completion”) shall take place on May 15, 2026 (the “Closing Date”).
- 5.2 Completion shall not be deemed to have occurred unless and until the Purchaser has received, in form and substance reasonably satisfactory to it, all documents, access credentials, confirmations, and other items necessary to ensure that:
 - (a) full legal and beneficial ownership of the Sale Shares has been transferred to the Purchaser; and
 - (b) the Purchaser has obtained full operational control of the Business, including all systems, Payment Infrastructure, data, domains, accounts, and assets necessary to operate the Business as a going concern.
- 5.3 At Completion, the Transferor shall deliver (or procure the delivery of) to the Purchaser all Completion Deliverables, including without limitation:
 - (a) duly executed share transfer forms, instruments of transfer, and updated share certificates in the name of the Purchaser;
 - (b) all corporate records, statutory books, registers, constitutional documents, and resolutions of the Companies;
 - (c) resignations of directors, officers, nominees, and authorised signatories, as requested by the Purchaser;
 - (d) full access to and control over all Payment Infrastructure, including PSPs, gateways, merchant accounts, MIDs, reserves, settlement accounts, credentials, and related systems;
 - (e) full access to and control over all domains, websites, hosting accounts, cloud services, source code repositories, applications, and related infrastructure;
 - (f) complete copies of all contracts, agreements, licences, and commercial arrangements relating to the Business;
 - (g) all financial records, including management accounts, settlement reports, receivables, reserves, and related financial data;
 - (h) all databases, including customer, player, transaction, CRM, affiliate, and analytics data; and
 - (i) the Schedules to this Agreement, completed in full and certified by the Transferor as true, complete, and not misleading in all material respects as at Completion.

- 5.4 If any asset, right, contract, approval, or element of the Business required for operation cannot be legally transferred at Completion, the Transferor shall:
- (a) hold such asset or right on trust for the Purchaser to the fullest extent permitted by law;
 - (b) grant the Purchaser the full benefit and use of such asset or right; and
 - (c) take all actions necessary to ensure the Purchaser receives the practical, economic, and operational benefit thereof pending formal transfer.
- 5.5 Completion shall occur on the Closing Date. The Transferor shall continue to cooperate following Completion to finalize any remaining transition items required for the orderly transfer of operational control.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 Completion of the sale and purchase of the Sale Shares shall take place on the Closing Date after satisfaction or waiver of the Conditions Precedent set out in Clause 4. For the avoidance of doubt, Completion and the Full Operational Control Date shall both occur on May 15, 2026
- 6.2 The Purchaser warrants and represents to the Transferor that:
- 6.2.1 The Purchaser has full power and authority to execute, deliver and perform the obligations under this Agreement and no limitation on the powers of the Purchaser will be exceeded as a result of the Purchaser entering into this Agreement;
 - 6.2.2 This Agreement, when executed, shall constitute legal, valid and binding obligations of the Purchaser;
 - 6.2.3 The Purchaser has obtained all necessary authorizations to enable him lawfully to enter into and comply with his obligations under this Agreement and such authorizations are in full force and effect and;
 - 6.2.4 No litigation, arbitration or administrative proceedings are pending or threatened against the Purchaser before any court, arbitral body or agency which might reasonably be expected to have a material adverse effect on the Purchaser's ability to perform his obligations under this Agreement;
 - 6.2.5 The Purchaser has conducted independently all requisite legal and financial due diligence on Company 1 and Company 2 prior to the entering into this Agreement.

- 6.3 Completion shall not be deemed to have occurred unless and until the Purchaser has received the Completion Documents in a form reasonably satisfactory to the Purchaser, and nothing in this Clause shall prejudice the requirement that the Full Operational Control Date must occur before any payment obligation under Clause 3 arises.

7 TERMINATION OF THIS AGREEMENT BY THE PURCHASER

- 7.1 In addition to the right of the Purchaser to claim damages for breach of Warranty, the Purchaser shall be entitled to terminate or rescind this Agreement (as the case may be) at any time immediately by notice in writing to the Transferor if, between the date of this Agreement and Completion the Transferor is in material breach of any of the Warranties as set out in this Agreement including **Schedule 1** herein.

8 FINANCIAL CONDITION OF THE BUSINESS

- 8.1 The Business shall be delivered to the Purchaser at Completion as a fully operational going concern on a debt-free basis, together with all cash, working capital, and business assets used in, arising from, or relating to the Business.

- 8.2 Without limitation, the Business shall include and be delivered with:

8.2.1 all bank accounts and all balances standing to the credit thereof;

8.2.2 all receivables, collections in transit, settlement proceeds, pending settlements, and payment rights;

8.2.3 all PSP balances, rolling reserves, reserve accounts, holdbacks, security deposits, and settlement funds;

8.2.4 all prepaid expenses, deposits, credits, refunds, and recoverable amounts relating to the Business; and

8.2.5 all other cash or cash-equivalent value generated by, attributable to, or held for the benefit of the Business.

- 8.3 Except as expressly disclosed in and accepted in writing by the Purchaser, no indebtedness, liability, Encumbrance, charge, lien, security interest, garnishment, claim, tax liability, related-party payable, accrued obligation, or contingent liability shall remain in or against the Business or any Company at Completion.

- 8.4 From the date of this Agreement until Completion, the Transferor shall not, and shall procure that no Company shall, remove, distribute, divert, upstream, encumber, compromise, write off, forgive, or otherwise deal with any cash, reserve, receivable,

settlement amount, or other asset of the Business other than in the ordinary course and consistent with past practice, and in no event in a manner adverse to the Purchaser.

9 BUSINESS AND ASSETS; PAYMENT INFRASTRUCTURE TRANSFER AND CONTINUITY

9.1 The Purchaser is acquiring the Sale Shares on the express basis that, at Completion, the Purchaser shall obtain the Business as a fully operational and legally controllable going concern, including all assets, rights, properties, interests, benefits, claims, causes of action, goodwill, and other items of value of every kind and nature, whether tangible or intangible, registered or unregistered, present or future, vested or contingent, wherever located, and whether owned, used, held for use, licensed, controlled, possessed, or enjoyed in connection with the Business.

9.2 Without limitation, the assets of the Business shall include:

9.2.1 all Payment Infrastructure, including all PSPs, gateways, acquirers, processors, merchant accounts, MIDs, reserves, receivables, settlement rights, dashboards, credentials, and historical and pending payment relationships;

9.2.2 all systems, applications, code, modules, APIs, integrations, tools, plug-ins, and all environments, whether production, staging, development, active, inactive, or dormant;

9.2.3 all domains, subdomains, registrar accounts, DNS configurations, hosting, SSL, CDN, and related infrastructure;

9.2.4 all admin panels, cashier systems, CRM systems, affiliate systems, and related operational tools;

9.2.5 all trademarks, trade names, copyrights, databases, trade secrets, know-how, brand assets, and goodwill;

9.2.6 all customer, player, CRM, transaction, marketing, affiliate, and analytics data, together with all databases;

9.2.7 all affiliate programs, marketing agreements, referral relationships, and related rights; and

9.2.8 all assets held by developers, hosts, PSPs, or service providers for or on behalf of the Business.

9.3 The Transferor represents and agrees that no material asset, right, account, credential, contract, data set, payment relationship, settlement right, reserve, domain, code base, or other item required for the operation of the Business is held outside the Companies or otherwise excluded from the transaction, except as expressly disclosed and expressly accepted in writing by the Purchaser.

- 9.4** The Transferor shall procure, at its sole cost and expense unless otherwise agreed in writing, the valid assignment, novation, transfer, continuation, re-papering, or other effective transition to the Purchaser or its nominee of all Payment Infrastructure used in or necessary for the operation of the Business.
- 9.5** The Transferor shall ensure that, immediately following Completion, the Purchaser has the legal right and practical ability to continue processing customer transactions, receiving settlements, accessing reserves, reconciling transactions, handling chargebacks, and operating the Business in substantially the same manner as conducted immediately prior to Completion.
- 9.6** If any element of the Payment Infrastructure cannot be legally transferred or continued as of Completion, the Transferor shall procure, prior to or promptly following Completion, a commercially equivalent replacement acceptable to the Purchaser in its sole but reasonable discretion.
- 9.7** No reserve, receivable, settlement amount, merchant relationship, payment history, underwriting support, or payment channel shall be diverted, impaired, withdrawn, frozen through avoidable act or omission, or otherwise prejudiced by the Transferor prior to or in connection with Completion.
- 9.8** The Transferor shall remain liable for, and shall indemnify the Purchaser against, any Loss arising from the failure of the Transferor to procure the transfer, continuation, or equivalent replacement of any Payment Infrastructure in accordance with this Clause 9.

10 MISCELLANEOUS

- 10.1 Survival.** The provisions of this Agreement shall, except in so far as fully performed at Completion, remain in full force and effect and will continue to bind the Parties after and notwithstanding Completion; and therefore such provisions shall be effective and enforceable against the relevant Party and will not be extinguished or affected by any other event or matter except a specific and duly authorized waiver letter or release obtained from the other Party.
- 10.2 Severability.** 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.
- 10.3 Costs.** Each Party shall bear its own costs of and incidental to the negotiation, making and fulfillment of this Agreement and the transactions contemplated hereby.
- 10.4 Non - Assignment.** Neither Party shall assign or alienate any of its rights or obligations that arise under this Agreement either in whole or in part without the prior written consent of all the other Parties.

10.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein, and there are no restrictions, promises, representations, warranties, covenants, or undertakings with respect to the subject matter hereof, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties hereto with respect to the subject matter hereof and thereof.

10.6 Amendments and Waivers. This Agreement may not be amended, modified or supplemented and no waivers of or consents to or departures from the provisions hereof

10.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

10.8 Confidentiality. No Party shall divulge to any third party (other than its professional advisers) any information regarding the terms of this Agreement or any matters contemplated by this transaction except as may be required by applicable law. The obligation to maintain all information in strict confidence shall survive the termination of this Agreement.

10.9 Notices.

(a) Any notices under this Agreement must be in writing, and may be given to any Party at the address stated at the beginning of this Agreement or to such other address as may have been notified to the other Parties.

(b) Any notices will be effectively served on the day of receipt where hand delivered or sent by facsimile, or on the third (3rd) Business Day from the day of posting where sent by registered post.

10.10 Law and Jurisdiction. This Agreement is governed by Cyprus law and any dispute arising under it shall be subject to the exclusive jurisdiction of the competent courts of Cyprus.

11 EXCLUDED LIABILITIES

11.1 The Purchaser shall not assume any liabilities of Phoenix Digital Services Ltd., Litermi S.A., or any related entity.

11.2 The Purchaser shall not be deemed a successor entity.

12 STAFFING AND NO SUCCESSOR LIABILITY

- 12.1 Any personnel engaged post-Completion shall be under new agreements only.
- 12.2 The Purchaser shall not assume prior employment liabilities.
- 12.3 The Transferor remains responsible for all pre-Completion obligations.

13. INDEMNITY

- 13.1 The Transferor shall indemnify, defend, and hold harmless the Purchaser, its affiliates, and their respective directors, officers, employees, agents, successors, and assigns from and against any and all losses, liabilities, damages, deficiencies, claims, actions, judgments, settlements, penalties, fines, interest, costs, and expenses, including reasonable legal and professional fees and expenses ("Losses"), arising out of or relating to:

- (a) any breach of any representation, warranty, covenant, or undertaking of the Transferor contained in this Agreement or in any document delivered pursuant hereto;
- (b) any undisclosed liability of the Business or any Company existing at or arising from facts or circumstances occurring on or before Completion;
- (c) any failure by the Transferor to transfer, assign, novate, continue, preserve, or deliver any asset, right, contract, credential, account, reserve, receivable, or element of Payment Infrastructure required to be transferred or made available under this Agreement;
- (d) any claim by any third party relating to acts, omissions, contracts, liabilities, employment matters, tax matters, compliance matters, processing matters, or operations of the Business or any Company prior to Completion;
- (e) any claim that the Purchaser is a successor to, or has assumed liabilities of Phoenix Digital Services Ltd., Litermi S.A., or any related or predecessor entity, except to the extent expressly assumed by the Purchaser in writing; and

(f) fraud, wilful misconduct, bad faith, or intentional non-disclosure by or on behalf of the Transferor.

13.2 The Purchaser may recover any indemnifiable Loss directly from the Transferor and/or set off such Loss against any unpaid portion of the Purchase Price.

13.3 Any indemnity claim made by the Purchaser in good faith shall permit the Purchaser to withhold or set off the amount claimed pending resolution, without constituting default under this Agreement, subject to clause 3.6

13.4 The Transferor's liability for fraud, intentional misrepresentation, wilful misconduct, title to the Sale Shares, authority, taxes, ownership of assets, and excluded liabilities shall not be limited by any basket, threshold, or cap unless expressly stated in writing.

13.5 The representations and warranties of the Transferor, and the Transferor's indemnity obligations, shall survive Completion. General representations shall survive for twenty-four (24) months after Completion, and fundamental representations, tax matters, title to Sale Shares, authority, and excluded liabilities shall survive until the expiration of the applicable statutory limitation period plus six (6) months.

13.6 Prompt notice of any claim shall be given by the Purchaser where reasonably practicable, provided that failure to give prompt notice shall not relieve the Transferor of liability except to the extent the Transferor is materially prejudiced thereby.

13.7 The Purchaser shall have the right, at its option, to control the defence and settlement of any third-party claim for which indemnification may be sought if the matter may reasonably affect the Purchaser, the Business, regulatory standing, Payment Infrastructure, or the continued operation of the Business.

14. PAYMENT PROTECTION – ADD NEW CLAUSE

14.1 If, at any time after Completion and before the Purchase Price has been paid in full, the Business is materially unable to operate in the ordinary course as a result of any of the following:

(a) failure, suspension, loss, restriction, or material impairment of any Payment Infrastructure, including PSPs, gateways, merchant accounts, MIDs, reserves, settlements, or related banking arrangements;

(b) any regulatory issue, non-compliance issue, suspension, refusal, non-transfer, delay, or failure of approval relating to the Business, any Company, the Curaçao Gaming Authority, or any payment-processing authority, arising from facts, omissions, or circumstances existing on or before Completion;

- (c) any missing, inaccessible, non-transferable, impaired, or incomplete asset, system, contract, data set, credential, code base, domain, account, approval, or operational component that was required to be delivered under this Agreement;
- (d) any undisclosed liability, adverse claim, restriction, encumbrance, or third-party dependency affecting the operation, legality, payment processing, settlement, or commercial functionality of the Business; or
- (e) any breach by the Transferor of this Agreement that materially affects the Purchaser's ability to own, control, access, operate, process payments, receive settlements, or benefit from the Business, then the Purchaser may suspend, defer, reduce, or set off installment payments of the Purchase Price until the matter has been fully remedied to the Purchaser's reasonable satisfaction or the applicable Loss has otherwise been compensated, provided that any such action shall be proportionate to the actual and demonstrable impact on the Business. For the avoidance of doubt, the Purchaser may exercise these rights pending resolution of the matter.

14.2 The exercise by the Purchaser of its rights under this Clause 12 and 14 shall be without prejudice to any other rights or remedies available to the Purchaser under this Agreement, at law, or in equity.

14.3 No suspension, deferral, reduction, withholding, or set-off exercised by the Purchaser in good faith pursuant to this Clause 12 and 14 shall constitute a breach, default, repudiation, or failure to pay by the Purchaser.

14.4 For the avoidance of doubt, the Purchaser's payment obligations are dependent upon the continued ability of the Purchaser to operate and benefit from the Business in the ordinary course following Completion, subject to the terms of this Agreement. The Purchaser may suspend or defer payments if:

- a) PSP failure
- b) regulatory issues
- c) missing assets
- d) seller breach

15 SCHEDULES AND DISCLOSURE

15.1 Schedules 1 and 2 form part of this Agreement.

15.2 The Transferor warrants they are complete and accurate.

15.3 No general disclosure qualifies a warranty unless specific.

15.4 The Transferor warrants that:

- a) the Schedules are true, complete, and not misleading in all material respects.
- b) No matter shall be deemed disclosed unless it is fairly disclosed in sufficient detail to identify the nature and scope of the matter.
- c) Any matter not disclosed in the Schedules shall be deemed an undisclosed liability and subject to indemnification.

IN WITNESS WHEREOF this Agreement has been signed in 2 (two) counterparts on the date shown above:

THE PARTIES

TRANSFEROR

Signed by:

56084B7701F44A4...
Paul Andrew Mailing on behalf of
PM GAMING LEGACY INC.
Email: mrpaulmailing@gmail.com

Signed by:

21BF6E4C366B480...
Witness

Name: Tiffany Charnelle Janzen
Email: Tiff@tiffintech.com
Passport Number: P340298FF

THE PURCHASER

Signed by:

9C29F25BB77C449...
Evripidis Pavlou
(Director of Fidesta Management Ltd
on behalf of SELAMCO LIMITED
Email: evripidis.pavlou@fidelitycorporate.com

Signed by:

4CD16FEABE7D421...
Witness
Name: Estelia Savvidou
Email: estelia.savvidou@fidelitycorporate.com
Passport Number: K00481152

Acknowledgement by Company 1

Signed by:

5FED09D2431D4EF...

Signed by: eMoore N.V.

Title: Managing Director

Represented by: Chantal M. van der Leeuw

Email Address: chantal.vanderleeuw@the-emgroup.com

Place: Curacao

Date: May 15, 2026

SCHEDULE 1

Warranties

1. The Transferor:

- 1.1 The Transferor has all necessary power and authority to enter into and perform this Agreement and all other documents to be executed pursuant to and ancillary to this Agreement.
- 1.2 The Agreement constitutes, or when executed will constitute, valid, legal, binding and enforceable obligations of the Transferor in accordance with their terms.

2. The acquisition:

- 2.1 Performance by the Transferor of the terms of the Agreement and any documents ancillary to the Agreement does not and will not conflict with or result in a breach of any contractual obligation made or given by the Transferor.
- 2.2 The acquisition of Company 1 and Company 2 will not:
 - 2.2.1 To the best of the Transferor's knowledge cause Company 1 and Company 2 to lose the benefit of any right or privilege as it presently enjoys;
 - 2.2.2 Relieve any person of any obligation to Company 1 and Company 2, whether contractual or otherwise;
 - 2.2.3 Give rise to or cause to become exercisable any right of pre-emption relating to the share capital of Company 1 and Company 2;
 - 2.2.4 Result in a breach or constitute a default under the terms or conditions of any agreement or regulation to which Company 1 and Company 2 is a party or by which Company 1 and Company 2 is bound.

3. The Sale Shares:

- 3.1 The Transferor is the registered shareholder of the Sale Shares.
- 3.2 The Transferor is entitled to sell or procure the sale of and transfer the full legal interest in the Sale Shares to the Purchaser on the terms of this Agreement.
- 3.3 The Sale Shares are fully paid.
- 3.4 There is no Encumbrance on, over or affecting the Sale Shares.

4. The Company

- 4.1 The information contained in this Agreement about Company 1 and Company 2 is true, complete and accurate.
- 4.2 Except for shares in subsidiaries the Company does not own, hold, nor has Company 1 and Company 2 agreed to acquire, any share or loan capital of any company or any right or interest in the same and is not or has not agreed to become a member of any partnership or other unincorporated association, joint venture or consortium.

5. Status and Solvency:

- 5.1 No order has been made, petition presented or resolution passed for the winding up of Company 1 and Company 2.
- 5.2 No notice of appointment of or notice of intention to appoint an administrator has been made or issued in relation to Company 1 and Company 2.
- 5.3 No receiver or administrative receiver has been appointed over any part of the business or assets of Company 1 and Company 2.

6. Statutory books, filings and constitutional documents:

- 6.1 The statutory books and books of account of Company 1 and Company 2 have been properly maintained and they provide an accurate and complete record of the matters which they should reflect.
- 6.2 All forms, returns, particulars, resolutions, documents and information which should have been filed with the Registrar of Companies in relation to Company 1 and Company 2 were filed within the relevant time limits and were correct and complete when filed.
- 6.3 Company's 1 and Company's 2 memorandum and articles of association disclosed to the Purchaser is true, complete and accurate in all respects.

7. Financial Accounts, Records and Tax Returns:

- 7.1 All financial and accounting records of Company 1 and Company 2 have been fully and accurately prepared and maintained and constitute an accurate record of all matters required by law to appear in them.
- 7.2 Company 1 and Company 2 has duly and properly submitted all returns required by law to the Tax Authorities.
- 7.3 Except as disclosed in the financial statements provided, neither the Business nor Company 1 and Company 2 has any debt, liability, obligation, or contingent liability of any kind.

- 7.4 The Business includes all assets, systems, Payment Infrastructure, data, and rights necessary to operate as a going concern.
- 7.5 All Payment Infrastructure is valid, active, and not subject to suspension or termination.
- 7.6 All data provided to the Purchaser is complete and not misleading.
- 7.7 No material asset required for operation of the Business is held outside the Companies.
- 7.8 There is no pending or threatened litigation, regulatory action, or compliance issue affecting the Business.
- 7.9 No information provided by the Transferor contains any material omission or misstatement.

SCHEDULE 2

Pre-Completion Undertakings

1. The Transferor covenant with the Purchaser that without the prior written consent of the Purchaser or except as required under this Agreement they shall procure that between the date of this Agreement and Completion, Company 1 and Company 2 **shall not** take, do, carry out, permit or agree to do any of the following actions or matters:
 - 1.1 Create increase, reduce, reorganize, consolidate, cancel, redeem or otherwise alter the rights attaching to its share capital;
 - 1.2 Issue any convertible securities, convertible loan stock, options or warrants or other similar instrument which confers on any person the right to subscribe for shares or loan capital or otherwise grant to any person any right to share in the income or profits of Company 1 and Company 2;
 - 1.3 Alter or replace its memorandum of association or its articles of association;
 - 1.4 Change its name;
 - 1.5 Change the general nature or extent of the Business or any part of it in any material respect;
 - 1.6 Pass any resolution or petition for winding-up, resolve to enter into a scheme of arrangement with its creditors, apply for any administrative order, appoint any receiver or liquidator or any other event analogous to any of these;
 - 1.7 Enter into any merger, consolidations or amalgamations with any person;
 - 1.8 Declare or pay any dividend, bonus or other distribution of capital or income;
 - 1.9 Incur, assume, guarantee, settle, compromise, waive, or modify any liability or obligation outside the ordinary course of business without the prior written consent of the Purchaser.
 - 1.10 Enter into any leasing, hire purchase or other agreement or arrangement for the payment on deferred terms (other than normal trade credit or bills of sale);
 - 1.11 Initiate, settle, compromise or cease to defend any litigation, arbitration or other dispute resolution other than debt collection in the ordinary course of business.
 - 1.12 Initiate, settle, compromise, or cease to defend any litigation, arbitration, or other dispute resolution other than in the ordinary course of business and without the prior written consent of the Purchaser.
 - 1.13 Declare, pay, or make any dividend, distribution, loan, advance, or transfer of funds or assets outside the ordinary course of business.

- 1.14 Transfer, license, abandon, disable, or permit the loss of any system, data, domain, customer relationship, payment relationship, or other material asset of the Business.
- 1.15 Take any action that may impair the operation, continuity, or value of the Business as a going concern.