

SHARE PURCHASE AGREEMENT

THIS Share Purchase Agreement (this “Agreement”) is made as of this 13 day of February 2025, by and between Mr Ruslan Chornyi, date of birth 06.01.1992, having Ukrainian passport No GA795616 and registered at address 15, Kablukova Street, Apt.: 15, Kyiv, 03065, Ukraine, (the Seller) and Mr Artur Vahe, date of birth 09.06.1990, having Estonian passport No KF0181604 and registered address Kaupmehe tn 8-6, Raadi alev 60532 Tartu vald, Estonia (the Buyer) regarding the shares in amount 1000 shares (100%) of TIXI MULTIMEDIA B.V.

WHEREAS

WHEREAS, Seller owns 1000 shares (the “Shares”) in TIXI MULTIMEDIA B.V., a company organized under the laws of Curaçao, with registered office at 10, Schottegatweg Oost Unit 1-9, Bon Bini Business Center, Willemstad, Curacao, company number 161662 (hereinafter the “Company”); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer desires to purchase from Seller, the Shares upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions herein set forth, and with the intent to be bound, the parties to this Agreement (“the Parties”) hereto agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement and the schedules hereto, the following terms have the respective meanings set forth below.

“Agreement” shall have the meaning set forth in the Preamble to this Agreement.

“Buyer” shall have the meaning set forth in the Preamble to this Agreement.

“Closing” shall have the meaning set forth in Section 3.2.

“Closing Date” shall have the meaning set forth in Section 3.2.

“Company” shall have the meaning set forth in the Recitals to this Agreement.

“Purchase Price” shall have the meaning set forth in Section 3.1.

“Seller” shall have the meaning set forth in the Preamble to this Agreement.



“Shares” shall have the meaning set forth in this Agreement.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale of the Shares

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, free and clear of Encumbrances, all of Seller's right, title and interest in, at the time of Closing, the Shares.

(b) Seller hereby irrevocably waives any restrictions on transfer to the extent possible (including any of its rights of pre-emption) which may exist in relation to the Shares, whether under the articles of association (or local equivalent) of the Company or otherwise.

ARTICLE III

PURCHASE PRICE: ALLOCATION OF PURCHASE PRICE

3.1 Purchase Price. The cash consideration for the Stock is an amount in cash equal to 215 000 EUR (two hundred fifteen thousand Euros) (the “Purchase Price”).

CLOSING

3.2 Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Shares contemplated by this Agreement shall take place at a closing (the “Closing”) held at the offices - 10, Schottegatweg Oost Unit 1-9, Bon Bini Business Center, Willemstad, Curacao. The Closing shall be deemed to occur on the date on which the Buyer is approved as the new shareholder of the Company by the Gaming Control Board (“GCB”) or any other competent regulatory authority in Curaçao at that time (the “Closing Date”).

ARTICLE IV

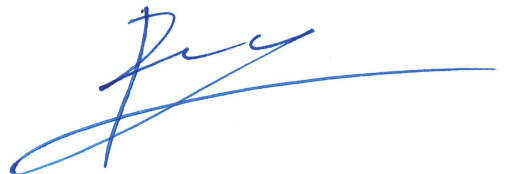
MISCELLANEOUS

4.1 Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by facsimile transmission (provided that any notice received by facsimile transmission or otherwise at the addressee's location on any business day after 5:00 p.m. (addressee's local time) shall be deemed to have been received at 9:00 a.m. (addressee's local time) on the next business day), by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

To Buyer:

Kaupmehe tn 8-6, Raadi alev 60532 Tartu vald, Estonia

To Seller:



15, Kablukova Street, Apt.: 15, Kyiv, 03065, Ukraine

or to such other address as any Party shall specify by written notice so given, and such notice shall be deemed to have been delivered as of the date so telecommunicated, personally delivered or mailed.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Curacao, without giving effect to any choice or conflict of law provision or rule.

4.4 Assignment. No Party to this Agreement may assign any of its rights and obligations under this Agreement without the prior written consent of the other party hereto; provided, however, either party may assign its rights and obligations to one or more of its respective Wholly-Owned Subsidiaries (it being understood that such assignment shall not be permitted if it would delay or impair the consummation of the transactions contemplated hereby); provided, further, that, no such assignment shall relieve the assigning party of any of its obligations hereunder.

4.5 Parties in Interest. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

4.6 Titles and Headings. The headings and table of contents in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

4.7 Amendment and Modification. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

4.8 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party or parties hereto entitled to the benefit thereof, but only by a writing signed by the Party or Parties waiving such terms or conditions.

4.9 Severability. If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction (i.e. including an arbitral tribunal) or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions completed by this Agreement is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

4.10 Interpretation. (a) Unless otherwise indicated to the contrary in this Agreement by the context or use thereof: (i) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof; (ii)



words importing the masculine gender shall also include the feminine and neutral genders, and vice versa; (iii) words importing the singular shall also include the plural, and vice versa; (iv) the word “including” means “including without limitation”.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

4.11 Governing Language. The English language shall be the definitive and controlling text of this Agreement, notwithstanding the translation of this Agreement into any other language.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Name: Mr Ruslan Chorny

Title: Seller

A handwritten signature in blue ink, appearing to be 'Ruslan Chorny', written over a horizontal line.

Name: Mr Artur Vahe

Title: Buyer

A handwritten signature in blue ink, appearing to be 'Artur Vahe', written over a horizontal line.