Share Purchase Agreement

between

Spacewind Enterprises Ltd, 7 Thiseos, Strovolos, 2042 Nicosia,
Cyprus, company register no HE354163
represented by its sole signatory Managing Director, Mr. Klaus Walsberger
*(hereinafter the "**Seller**")*

and

Vileplam Enterprises Ltd, 7 Thiseos, Strovolos, 2042 Nicosia,
Cyprus, company register no HE 482447
represented by its sole signatory Managing Director, Mr. Klaus Walsberger

*(hereinafter the "**Purchaser**")*

regarding

Sale and transfer of

2 registered shares, each with a nominal value of USD 1,-, in Velorum Corporation NV
(registration no 127675)

with registered seat in Groot Kwartierweg 10, Livestrong Building, Curacao

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PREAMBLE

Velorum Corporation NV is a corporation incorporated under the laws of Curacao with its registered office in Groot Kwartierweg 10, Livestrong Building, Curacao.

The share capital of USD 2,- is divided into 2 registered shares with a nominal value of USD 1,- each. The Seller owns 2 registered shares in Velorum Corporation NV..

This Agreement sets forth the terms and conditions for the transfer of 2 registered shares in Velorum Corporation NV *owned by the Seller to the Purchaser.*

In light of the foregoing, the parties agree as follows:

1. Sale and Purchase of the Shares

The Seller hereby sells and transfers to the Purchaser, and the Purchaser hereby purchases and accepts from the Seller, subject to the terms and conditions of this Agreement, 2 registered shares in Velorum Corporation NV, each with a nominal value of USD 1,-.

2. Purchase Price and Payment

The parties agree that the purchase price for the 2 registered shares of Velorum Corporation NV referred to in clause 1 shall be

EUR [redacted]
(in words: Euro [redacted]

3. Closing

3.1. Time and Place

The transaction contemplated herein shall be completed upon execution of this Agreement.

By signing this Agreement, the parties confirm that the following closing actions are duly performed

3.2. Purchaser's Closing Actions

The Purchaser shall effect payment of the purchase price in accordance with clause 2 above and shall provide the Seller with appropriate evidence thereof.

3.3. Seller's Closing Actions

The Seller confirms that the Purchaser shall be registered as new shareholder in the share register. The Seller further confirms that the Company has not issued share certificates and that, accordingly, no endorsement or delivery of certificates is required. The relevant corporate documents shall be handed over to the Purchaser upon execution of this Agreement. The Seller hereby assigns and transfers the 2 registered shares of Velorum Corporation NV with a nominal value of USD 1,- together with all rights and obligations attached thereto, to the Purchaser, and the Purchaser expressly accepts such assignment and transfer.

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4. **Transfer of Risk and Benefit**

The economic risk and benefit relating to the Company and the shares shall pass to the Purchaser upon signing of this Agreement. The Purchaser shall be entitled to the financial results of Velorum Corporation NV for the business year 2025.
Completion of the transaction is conditional upon the approval of the Curacao Gaming Authority.

5. **Representations and Warranties of the Seller**

The Seller represents and warrants to the Purchaser that the following representations and warranties are true and correct as of the date of execution of this Agreement.

The Seller is the lawful and unrestricted owner of the shares as defined in clause 1. The shares are free and clear of any security interests, pledges, liens, encumbrances, restrictions or adverse claims of any kind. Such unrestricted ownership shall transfer to the Purchaser as of the Completion Date.

Given that the Purchaser has had full knowledge of and access to the corporate records and financial statements of Velorum Corporation NV, the Seller provides no further representations or warranties. Any warranties beyond those expressly set forth herein are, to the maximum extent permitted by law, excluded.

The Seller hereby agrees to fully indemnify and hold harmless the Purchaser and/or the Company against any damages, losses, claims, liabilities or judgments relating to the Company which may arise as a result of or in connection with any breach or inaccuracy of the representations and warranties set forth in clause 5.

Claims arising from any breach of the representations and/or warranties must be asserted by the Purchaser no later than 31 December 2026, after which they shall be time-barred. The Purchaser shall be entitled to assert warranty claims during the warranty period irrespective of the time of discovery.

6. **Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Seller that, as of the date of execution and Completion, it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and the funds of payment of the Purchase Price are legally obtained and available.

7. **Miscellaneous**

7.1. **Confidentiality and Information**

The parties undertake to maintain strict confidentiality with respect to the material terms of this Agreement, in particular the purchase price, and not to disclose such information to any third party without the prior written consent of the other Party, except as required by applicable law, regulation or competent authority.

7.2. **Amendments and Additions**

This Agreement, including this clause 7.2, may only be amended or supplemented in writing and by duly authorized representatives of all parties.

7.3. **Severability**

Should any provision of this Agreement be held invalid or unenforceable under applicable law, the validity and enforceability of the remaining provisions shall not be affected thereby.

7.4. **Governing Law and Jurisdiction**

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This Agreement and any dispute arising out of or in connection herewith shall be governed by and construed in accordance with the substantive laws of Cyprus.

All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent ordinary courts at the domicile of the Seller.

7.5. Force Majeure

Neither party shall be liable for any delay or failure in performance caused by events beyond its reasonable control, including acts of God, natural disasters, war, pandemics, labor disputes or Governmental restrictions.

7.6. Assignment

No party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

7.7. *Counterparts and Binding Effect*

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements, negotiations and understandings, whether written or oral, between the Parties. It is executed in two originals, one of which shall be retained by each Party, and each shall be equally binding.

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For the Seller
Spacewind Enterprises Ltd.

Nicosia, on November 21st, 2025

Klaus Walsberger

For the Purchaser:
Vileplam Enterprises Ltd.

Nicosia, on November 21st, 2025

Klaus Walsberger