Execution version

Strictly confidential

Share Purchase Agreement

by and between

Alta Platform Holdings Limited

as Purchaser

and

Rhino Entertainment Group Ltd

Rhino Entertainment Holdings Limited

Rhino Planet Holdings Limited

as Sellers

regarding shares in

Purple Moon Limited

Privado Limited

Play Well Media Limited

Pink Saturn Ventures Limited

Rhino Entertainment Ltd

Rhino Services Ltd

12 March 2026

GERNANDT & DANIELSSON

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List of Schedules

1 Parties

1.1 This share purchase agreement (including its schedules, this “**Agreement**”) has been entered into on 12 March 2026 (the “**Signing Date**”) by and between:

(a) Rhino Entertainment Group Ltd, corporate identification number C 94778, a limited liability company incorporated under the laws of Malta, having its registered office at Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta (“**REG**”);

(b) Rhino Entertainment Holdings Limited, corporate identification number C 110184, a limited liability company incorporated under the laws of Malta, having its registered office at Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta (“**REH**”); and

(c) Rhino Planet Holdings Limited, corporate identification number C 110185, a limited liability company incorporated under the laws of Malta, having its registered office at Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta (“**RPH**”); and

(d) Alta Platform Holdings Limited, corporate identification number C 109877, a limited liability company incorporated under the laws of Malta, having its registered office at Level 1, Phoenix Business Centre, Triq IL-Ferrovija (Old Railway Track), Santa Venera, SVR 9022, Malta (the “**Purchaser**”).

1.2 REG, RPH and REH are hereinafter each referred to as a “**Seller**” and jointly as the “**Sellers**”.

1.3 Each of the Sellers and the Purchaser is referred to as a “**Party**” and jointly as the “**Parties**”.

2 Background

2.1 The details of the Group Companies are set out in <u>Schedule 2.1</u>.

2.2 The Group Companies are, directly or indirectly, together with other entities within the Seller Group, conducting an online gaming business including but not limited to (i) a Finnish gaming business including relevant licenses through which such business is being operated, (ii) a Curacao gaming license and ongoing applications for a Tobique license and an Anjouan license, (iii) the Puntit brand and operations, and (iv) all Intellectual Property related thereto (the “**Business**”).

2.3 In order to secure the continued operation of the Seller Group’s business following Closing, the Purchaser will provide certain transitional services to the Seller Group as set forth in the Transitional Services Agreement to be executed on Closing.

2.4 The Sellers own all Shares of the Group Companies and the Sellers wish to sell, and the Purchaser wishes to purchase the Shares on the terms and conditions set out in this Agreement.

3 Definitions and interpretation

3.1 Definitions

In addition to the definitions set out above, the following definitions shall apply throughout this Agreement (to be equally applicable to the singular and plural forms of such definitions):

"**Accounting Principles**"	means the generally accepted accounting principles under Applicable Law, applied by the Seller Group and the Group Companies during the current and the immediately preceding financial year and the generally accepted accounting principles, rules, policies, procedures and methods applicable for companies applying such accounting standards;
"**Accounts**"	means each of the balance sheets and profit and loss accounts of the Group Companies as set out in the audited annual accounts of the Group Companies as of, and for the financial year ending on, the Accounts Date, attached hereto as Schedule 3.1(a);
"**Accounts Date**"	means 31 December 2024;
"**Actual Tax Liability**"	means a liability of any Group Company to make or suffer an actual or increased payment of Tax or in respect of Tax;
"**Adjustment Amount**"	has the meaning set out in Section 5.4.1;
"**Advisor Costs**"	means any advisor costs paid, or to be paid, by any of the Group Companies in connection with the Transaction to the extent, without double counting, not already reflected in the Closing Balance Sheet;
"**Affiliate**"	of any Person means, as of any time, (i) any other Person directly or indirectly controlled by or under the common control of that first-mentioned Person and (ii) any other Person(s) directly or indirectly controlling or jointly controlling such first-mentioned Person (whereby "**control**" means the possession, directly or indirectly, of the power to direct or influence the direction of the

	management or policies of a Person, whether through ownership or otherwise, and the term "**controlling**" shall have a meaning correlative to the foregoing);
"**Agreed Dividend**"	has the meaning set out in Section 12.3;
"**Anti-Money Laundering Laws**"	has the meaning set out in Section 9.13.7;
"**Applicable Law**"	means, with respect to any person, any law, regulation, judgement or other legally binding rule of any governmental authority applicable to such person;
"**Assets**"	means assets and properties of any kind wherever located, whether real, personal or mixed, tangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected in the books and records or financial statements of any Person;
"**Bank Account**"	means the bank account with account number IE31AFEE99039576342765, held with Associated Foreign Exchange Ireland Limited (SWIFT: AFEEIE2DXXX), in the name of REG, or such other account as designated by the Sellers in writing no later than three (3) Business Days prior to the relevant payment date
"**Betsson SPA**"	means the share purchase agreement dated 12 March 2026 and entered into between (i) Betsson Malta Holding Limited, (ii) REG and (iii) REH;
"**Business Day**"	means a weekday when commercial banks are open for general banking business (other than internet banking only) in Sweden and Malta;
"**Carve-Out**"	has the meaning set out in Section 8.1;
"Carve-Out Committee"	has the meaning set out in Section 8.4;
"**Canadian Claim**"	has the meaning set out in Section 15.1.1;
"**CIT Fiscal Unity**"	has the meaning set out in Section 13.1.1;
"**Closing**"	means the completion of the closing events set out in Section 7;

"**Closing Balance Sheet**"	means the balance sheet of the Group Companies as of the Closing Date prepared in accordance with the Accounting Principles which, *inter alia*, shall reflect the Closing Net Debt / Net Cash and the Closing Net Working Capital;
"**Closing Date**"	means the date falling ten (10) Business Days after the fulfilment or waiver of the conditions precedent set out in Section 6.1, or such other earlier or later date which the Parties agree;
"**Closing Net Debt / Net Cash**"	means the Net Debt / Net Cash as of the Closing Date and as set out in the Closing Balance Sheet;
"**Closing Net Working Capital**"	means the Net Working Capital as of the Closing Date and as set out in the Closing Balance Sheet;
"**CoC Counterparties**"	means Playson Ltd, Play'n Go Limited, Intuition Software Solutions (Pragmatic), Split the Pot AB, Pragmatic Solutions (IOM) Limited, Brite AB, Jeton Bank, Ilixium Limited, Kluwp Limited, Longson Bioscience Limited, MIR Limited UK Ltd (Muchbetter), Nuvei Limited, Pulaski Publicity Ltd, Paysafe Financial Services Limited (Neteller), and Skrill Limited, BV Gaming Limited, Spinola Park Limited, BV Gaming Limited, Newcote Services Limited;
"**Competition Authorities**"	means the North Macedonian Commission for the Protection of Competition and any authority or other Person with, or that may have, jurisdiction over the Purchaser and/or the Transaction and which in connection with the Transaction assert powers or requests information from the Purchaser;
"**Confidential Information**"	means any information of any kind or nature, whether written or oral or in any other form, which relates to the Transaction and the negotiations thereof, including financial information, trade secrets, customer lists and any other information regarding the Sellers and their respective Affiliates (in case of the Purchaser only and excluding, after the Closing Date, the Group Companies), the Purchaser and its Affiliates (in case of the Sellers only and including, after the Closing Date, the Group Companies), which is not known to the general public;

“**Consolidated Accounts**”	means the unaudited consolidated balance sheet and profit and loss accounts of the Group as at the Consolidated Accounts Date prepared *pro forma*, Schedule 3.1(b);
“**Consolidated Accounts Date**”	means 31 December 2025;
“**Data Protection Legislation**”	means (a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation); (b) any applicable national legislation relating to personal data, including the Data Protection Act (Chapter 586, Laws of Malta); and (c) applicable codes of practice and/or guidelines issued by or with the approval of a relevant data protection authority;
“**Data Room Documents**”	means the documents containing information relating to the Group Companies and the Business, including the Sellers’ written answers to the questions submitted by the Purchaser and the Disclosure Note, made available in the virtual data room for “Project Gattuso” hosted by Ansarada, as listed in Schedule 3.1(c), a download of such listed documents having been delivered to the Purchaser through an online file-sharing service, as confirmed in writing by the Purchaser immediately prior to the signing of this Agreement;
“**Deemed Tax Liability**”	shall mean (i) the loss, non-availability, or a reduction in the amount, of any Relief, in which case the amount of the Deemed Tax Liability shall be the amount of Taxes paid by the Group Companies which would not have been paid but for such loss, non-availability or reduction, and (ii) the use or setting off of a Relief, in which case the amount of the Deemed Tax Liability shall be equal to the amount which would have been payable under this Agreement in the absence of such use or setting off;
“**Deferred Payment**”	means the amount payable by Betsson Malta Holding Limited under the Betsson SPA on the first Business Day occurring six (6) months from the Closing Date;

"**Disclosed Information**"	means (a) the material Fairly Disclosed in the Data Room Documents and (b) the questions asked by the Purchaser or its Representatives and the answers thereto Fairly Disclosed by the Sellers or its Representatives through the Q&A function as set out in the Data Room Documents in the course of the due diligence;
"**Disclosure Note**"	means the disclosure note dated 12 March 2026 prepared by the Sellers and included in the Data Room Documents, pursuant to which the Sellers have disclosed to the Purchaser certain facts, matters, events and circumstances in relation to the Warranties;
"**Employees**"	means all individuals employed by any of the Group Companies as of the Signing Date;
"**Encumbrance**"	means any option, lien, mortgage, pledge, charge or other restrictions or security interest securing a person's obligation or an agreement or other arrangement to create any of the foregoing;
"**Escrow Account**"	means the escrow account set out in the Escrow Agreement;
"**Escrow Agent**"	means CSC Sweden AB, Swedish corporate registration number 556625-5476;
"**Escrow Agreement**"	means the escrow agreement, in all material respects in accordance with the draft attached hereto as Schedule 3.1(d);
"**Escrow Amount**"	means EUR 2,000,000 unless the Sellers have, prior to the first Business Day occurring five (5) months from the Closing Date, provided evidence reasonably acceptable to the Purchaser that the Canadian Claim does not constitute a potential liability for the Purchaser or any Group Company, in which case such amount shall be EUR 1,000,000;
"**Estimated Net Debt / Net Cash**"	means the Sellers' preliminary estimate of the Net Debt / Net Cash at Closing for illustrative purposes, being EUR EUR 4,980,000, noting that such estimate has been prepared based on the preliminary reference balance sheet which does not correctly reflect the Transaction perimeter

	and that the estimate is to be updated in accordance with Section 5.2.2;
"**Estimated Net Working Capital**"	means the Sellers' preliminary estimate of the Net Working Capital at Closing, being EUR 2,297,000, noting that such estimate has been prepared based on the preliminary reference balance sheet which does not correctly reflect the Transaction perimeter and that the estimate is to be updated in accordance with Section 5.2.2;
"**EUR**"	means the euro currency;
"**Fairly Disclosed**"	means any fact, event, occurrence, circumstance or other matter having been disclosed in the Data Room Documents in such manner which would enable a prudent and diligent purchaser with the assistance of its Representatives to identify the nature of the matter or fact disclosed in each case without the need to draw conclusions from several unrelated documents;
"**Fiscal Unity Target Companies**"	has the meaning set out in Section 13.1.1;
"**Fundamental Warranties**"	means the Warranties in Sections 10.2 (*Due Incorporation, etc.*), 10.3 (*The Sellers' Authority and Non-Contravention*), 10.5(*Capitalisation and Title of the Shares*) and 10.10 (*Relationship with the Sellers*);
"**Gaming Authority**"	means the Curacao Gaming Control Board and Estonian Tax and Customs Board;
"GloBE Rules"	means any domestic law or regulation, whether of the United Kingdom or elsewhere, implementing the GloBE Model Rules or the EU Global Minimum Taxation Directive;
"**Governmental Authority**"	means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or

	other quasi-governmental entity established to perform any of such functions;
"**Gross Gaming Revenue**"	means the sum of cash turnover less cash wins paid out to players in the Business;
"**Group**"	means the group consisting of the Group Companies;
"**Group Companies**"	means companies listed as *Group Companies* in Schedule 2.1;
"**Independent Auditor**"	means an independent well-reputed auditor of good international standing appointed by the Sellers and the Purchaser jointly or, failing such appointment within five (5) Business Days from the date of the first proposition for the Independent Auditor was made by one of them, such proposition not to be made until after the expiration of the period set forth in the first paragraph of Section 5.4.6, an auditor from an internationally recognized accounting firm independent from the Parties nominated by the Stockholm Chamber of Commerce at the request of either Party;
"**Intellectual Property**"	means inventions and discoveries, whether patentable or not, patents, designs, trademarks, copyrights (including copyrights in software), internet domain names, trade names, brand names, logos, trade secrets and confidential and proprietary information and know-how and all materials (whether stored digitally or otherwise), including, but not limited to, software, programs, scripts, applications, source code and object code, comments to the source or object code, specifications, documents, abstracts and summaries thereof and any and all other intellectual, intangible and proprietary rights of a similar kind, whether registered or not;
"**Intragroup Debt**"	means the aggregate amount of outstanding financial indebtedness (including any accrued but unpaid interest) of the Group Companies towards the Seller Group, and *vice versa*;
"**IT Systems**"	has the meaning set out in Section 10.15.4;
"**Key Employees**"	means Ross Parkhill, Alistair Facciol, Satya Unadkat, John

	Cachia, David Borg, Marie Louise Theobold, Jihad Tarmoussi, and Kristina Bellomo;
"**Licensed Intellectual Property**"	has the meaning set out in Section 10.14.2;
"**Loss**"	means (i) any direct losses, damages, liabilities, costs, fines and expenses of the Purchaser; and (ii) any direct or reasonably foreseeable indirect losses, damages, liabilities, costs, fines and expenses of the Group;
"**Malta Shares**"	means the shares of the Maltese Companies;
"**Maltese Companies**"	means Purple Moon Limited, Play Well Media Limited, Pink Saturn Ventures Limited and Rhino Entertainment Limited;
"**Material Adverse Effect**"	means any event, circumstance, development, change (including any change in Accounting Principles) or effect that, individually or in the aggregate, has or could reasonably be expected to have a material adverse effect on the Business, operations, Assets, financial condition, provided that such material adverse effect results in a decrease of more than thirty (30) per cent in total Gross Gaming Revenue other than (i) changes generally affecting the industry in which the Business operates; or (ii) changes in general economic or political conditions;
"**Material Agreements**"	means the agreements listed in Schedule 3.1(e);
"**Merger Approval**"	has the meaning set out in Section 6.5(a);
"**Merger Control Law**"	means any statute, rule, regulation, order, decree, administrative or judicial doctrine or other law that provides for merger control or is designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolisation, lessening of competition or restraint of trade;
"**Net Debt / Net Cash**"	means cash and cash equivalents minus debt and debt like items (with a positive amount being Net Cash and a negative amount being Net Debt), on the accounts highlighted as such in Schedule 3.1(f) on a consolidated

	basis for the Group. For the avoidance of doubt, a line item which is included in the calculation of Net Debt / Net Cash shall not be included in the calculation of Net Working Capital, and *vice versa*;
"**Net Working Capital**"	means working capital assets minus working capital liabilities on the accounts highlighted as such in Schedule 3.1(g) on a consolidated basis for the Group. For the avoidance of doubt, a line item which is included in the calculation of Net Working Capital shall not be included in the calculation of Net Debt / Net Cash, and *vice versa*;
"**Non-Compete Tier 1**"	means Nicolai Chamizo;
"**Non-Compete Tier 2**"	shall comprise (i) Ross Parkhill, (ii) Jihad Tarmoussi, (iii) Kristina Bellomo, (iv) John Cachia, (v) David Borg, (vi) Marie Louise Theobold, and (vii) Satya Unadkat;
"**Non-Compete Tier 3**"	shall comprise (i) James de la Rosa, (ii) Haris Sadaqat Malik, (iii) Johan Rinaldo (iv) Vasilis Istikopoulos, (v) Alan Christie, (vi) Marcin Jankowski, (vii) Marco Cianciaruso Lead, (viii) Jakub Mielczarek, and (ix) Alistair Facciol;
"**Non-Compete Tier 4**"	shall include (i) Mobavenue PTE Ltd, (ii) Helmet Limited, (iii) Strom Consulting AB, (iv) Kristian Kierkegaard Holding AB, (v) Yolo Investments PCC Limited; and (v) Chrolo Investment AB;
"NM Shares"	means the Shares of Rhino Services Limited DOOEL Bitola;
"North Macedonia Business Registry"	means the Central Register of the Republic of North Macedonia;
"**Ordinary Course of Business**"	means any action that is taken in the ordinary course of normal business and day-to-day operations;
"**Owned Intellectual Property**"	has the meaning set out in Section 10.14.1.
"**Person**"	means any individual or corporation, partnership, limited liability company, association, trust, organization,

	governmental entity or other entity or natural or legal person;
"**Preliminary Purchase Price**"	has the meaning ascribed to it in Section 5.2.1;
"**Proceedings**"	has the meaning set out in Section 10.23;
"**Purchase Price**"	has the meaning set out in Section 5;
"**Reduced PSP Balances**"	means the amount, up to a maximum total of EUR 2,200,000 and a minimum amount of EUR 0, by which the outstanding balances of the Group Companies with payment service providers as of the Closing Date is less than twenty-five point two (25.2) per cent of total player deposits during the thirty (30) days up to and including the Closing Date;
"**Reference Balance Sheet**"	means the reference balance sheet, a preliminary version of which is set out in <u>Schedule 3.1(h)</u> (with supplementary information as set out in Schedule 3.1(f) and Schedule 3.1(g)) prepared as of the Consolidated Accounts Date solely for illustrative purposes, noting that the companies included in the preliminary reference balance sheet do not correctly reflect the Transaction perimeter and that the reference balance sheet is to be updated in accordance with Section 5.2.1;
"**Regulatory Approval**"	has the meaning set out in Section 6.5(b);
"**Related-Party Agreement**"	means any agreement, transaction, arrangement or understanding between a Group Company on the one hand and the Seller Group on the other hand including, without limitation, any consultancy agreement, service agreement, sale, lease, transfer or other disposition of any property or Assets, or any loan, advance or guarantee to, with or for any of their benefit;
"**Relief**"	includes any relief, loss, allowance, credit, set-off, deduction or exemption for any Tax purpose, any right to repayment of Tax (including any repayment supplement or interest), and any payment due to the Group Companies in connection with any arrangement relating to the surrender

	of group relief or to any group reallocation entered into by the Group Companies before Closing;
"**Representatives**"	means, with respect to any person, from time to time, any of such person's directors, employees, agents, attorneys, accountants, advisors and any other representatives;
"**Required Licenses**"	has the meaning set out in Section 10.13.1;
"**Resigning Board Members**"	means the board members of the Group Companies as notified in writing by the Purchaser to the Sellers no later than five (5) Business Days before the Closing Date;
"**Restricted Territories**"	means Canada, Ireland, Finland, India, Norway and New Zealand;
"Sanctions"	means sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty's Treasury, competent governmental agencies of Sweden, Portugal, Malta, Estonia, North Macedonia, Cyprus or any other relevant sanctions authority;
"Secondary Tax Liability"	means any Tax for which any Group Company is or will be liable or is or will be held liable, that would not have arisen but for the relationship between such Group Company and any person other than a member of the Purchaser's group before Closing, and any Tax for which any person other than a member of the Purchaser's group is liable is offset against a receivable in respect of Tax of any Group Company on the Tax Authority;
"**Seller Costs**"	means the aggregate amount of the Advisor Costs and the Share Option Costs, and any transaction and other bonuses payable as disclosed in the Disclosure Note in respect of the warranty in Section 10.11.6 and 10.11.8;
"**Seller Group**"	means REG and its Affiliates, not including the Group Companies post-Closing;
"**Sellers' Knowledge**"	means the actual knowledge of Nicolai Chamizo after due inquiry with the Key Employees;

"**Sellers' Representative**"	has the meaning set out in Section 19.2.1;
"**Shareholder Undertakings**"	has the meaning set out in Section 12.6.1;
"**Share Option Costs**"	means Taxes or other costs imposed on the Group Companies in connection with exercising of the share options in REG that have been granted to certain employees and contractors of the Seller Group to the extent, without double counting, not already reflected in the Closing Balance Sheet;
"**Shares**"	means the shares of the Group Companies set out in Part (A) of Schedule 2.1;
"**Statutory Books**"	means the constitutional documents of the Group Companies, including articles of association, certificate of registration and share register;
"**Stay-On Commitments**"	has the meaning set out in Section 7.2(b)(iii);
"**Stay-On Employees**"	means the employees set out in Schedule 3.1(g);
"**Sweeprush Business**"	means the sweepstakes business as currently conducted by (i) Sweeprush Limited (corporate identification number C 111830), (ii) Sweeprush Operations Limited (corporate identification number C 112001) and (iii) Sweeprush IP Limited (corporate identification number C 112006);
"**Tax**" or "**Taxes**"	means all direct and indirect taxes and charges (including, but not limited to, any income tax, capital gains tax, value added tax, sales tax, custom duty, property tax, property transfer tax, capital duty, securities transfer tax, withholding tax, social security charges, withholding tax from employment income, gaming tax) wherever arising and all penalties, surcharges and interest relating to any of the foregoing whether directly or indirectly payable to any relevant Tax Authority or payable pursuant to any relevant Tax sharing arrangement;
"**Tax Authority**"	means any Tax authority or other authority competent to impose, assess or enforce any liability to Tax;

"**Tax Haven**"	means any country, territory, jurisdiction or region (or any part thereof) which is included in the EU list of non-cooperative jurisdictions for tax purposes, as amended from time to time;
"**Tax Liability**"	means an Actual Tax Liability, a Deemed Tax Liability or a Secondary Tax Liability;
"**Tax Return**"	means any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Tax authority or other Governmental Authority in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Law relating to any Tax;
"**Transaction**"	means the transactions contemplated under this Agreement;
"**Tier 1 Excepted Entity**"	has the meaning set out in Section 12.6.2(i);
"**Transfer Restriction**"	means any option, warrant, right or redemption, right of pre-emption, right of first refusal or a similar right;
"**Transitional Services Agreement**"	means the transitional services agreement to be entered into between the Purchaser and REG on Closing, in the form attached hereto as <u>Schedule 3.1(j)</u>;
"**Upfront Payment**"	has the meaning set out Section 5.2.1(a);
"**VAT**"	means valued added tax as provided for in Council Directive 2006/112/EC (or as implemented by a member state) and any other tax of a similar nature (including sales tax or tax instead of or in addition to value added tax);
"**Warranties**"	means the Sellers' warranties set out in Section 10;
"**Well Played Media**"	means Well Played Media Unipessoal LDA, corporate identification number 516739972, a private limited liability company organised under the laws of Portugal,

	registered office at Avenida Arriaga, Av. Arriaga Nr. 30 1º Andar, Sala A 9000-064 Funchal; and
"**Wrong Pocket Asset**"	has the meaning set out in Section 16.1.1.

3.2 Interpretation

In construing this Agreement, unless otherwise specified:

(a) words in the singular shall, where applicable, include the plural, and vice versa;

(b) references to Sections and Schedules are references to Sections and Schedules of this Agreement;

(c) a reference to a balance sheet or profit and loss account shall include a reference to any note forming part of it;

(d) a time period expressed as "**from**" a specific date or time "**to**" or "**until**" another specific date or time shall be deemed to exclude the former and include the latter, and a reference to "**before**", "**prior to**", "**following**" or "**after**" a specific date or time shall exclude such date or time;

(e) any reference to a law, statute, regulation, directive, convention or similar shall be deemed to include any amendments made thereto, and any law statute, regulation, directive, convention or similar that replaces or repeals such law, statute, regulation, directive, convention or similar;

(f) "**including**" and any similar expression means "including without limitation"; and

(g) "**or**" means "and/or".

4 Sale and purchase

4.1 Subject to the terms and conditions of this Agreement, the Sellers agree to sell, and the Purchaser agrees to purchase, the Shares, free and clear from any Encumbrances and together with all of the rights attached to them.

4.2 Title to the Shares shall be transferred to the Purchaser on the Closing Date, subject to the payment and receipt of the Preliminary Purchase Price and completion of the other closing events set out in Section 7.2.

4.3 Subject to Closing, the Sellers waive all of the Transfer Restrictions applicable to the Shares or the Transaction.

5 Purchase Price

5.1 Total Purchase Price

The purchase price for the Shares (the "**Purchase Price**"), preliminarily allocated between the Group Companies as set out in Schedule 5.1 (schedule may be amended as agreed by the Parties up until the Closing Date), calculated on cash and debt-free basis, shall be the aggregate of;

(a) the Preliminary Purchase Price; and

(b) the Adjustment Amount.

5.2 Preliminary Purchase Price

5.2.1 The Sellers shall, not later than on the date falling one (1) month from the Signing Date, provide the Purchaser with an updated Reference Balance Sheet reflecting the correct Transaction perimeter and which shall, following the Purchaser's written agreement, constitute the Reference Balance Sheet. For the avoidance of doubt, the classifications of Net Debt / Net Cash and Net Working Capital shall remain as set out in Schedule 3.1(f) and Schedule 3.1(g).

5.2.2 The Sellers shall, not later than on the date falling one (1) month from the Signing Date, provide the Purchaser with updated figures for the Estimated Net Debt / Net Cash and the Estimated Net Working Capital reflecting the correct Transaction perimeter and which shall, following the Purchaser's written agreement, constitute the Estimated Net Debt / Net Cash and the Estimated Net Working Capital.

5.2.3 The Parties have agreed that the normalised Net Working Capital of the Group shall be the six (6) month average of the Net Working Capital for the period ending on the Consolidated Accounts Date. The Sellers' have calculated a normalised Net Working Capital of EUR 2,065,000 for illustrative purposes based on the preliminary reference balance sheet which does not correctly reflect the Transaction perimeter. Following agreement on the Reference Balance Sheet in accordance with 5.2.1, the normalised Net Working Capital of the correct Transaction perimeter shall be determined.

5.2.4 The Purchase Price to be paid by the Purchaser to the Sellers for the Shares on Closing (the "**Preliminary Purchase Price**") shall amount to:

(a) EUR 20,000,000;

(b) *plus / less* (as applicable) the Estimated Net Debt / Net Cash; and

(c) *plus / less* (as applicable) an amount equal to the difference between the Estimated Net Working Capital and the normalized net working capital of the Group.

5.3 Payment of the Preliminary Purchase Price

The Purchaser shall at Closing pay the Preliminary Purchase Price to the Bank Account.

5.4 Adjustment of the Preliminary Purchase Price

5.4.1 The Preliminary Purchase Price shall be adjusted by the following amounts:

(a) by adding an amount equivalent to the Reduced PSP Balances;

(b) by deducting an amount equivalent to the Seller Costs;

(c) if the Closing Net Debt / Net Cash exceeds the Estimated Net Debt / Net Cash, by adding an amount equal to the amount by which the Closing Net Debt / Net Cash exceeds the Estimated Net Debt;

(d) if the Closing Net Debt / Net Cash is less than the Estimated Net Debt / Net Cash, by deducting an amount equal to the amount by which the Closing Net Debt / Net Cash is less than the Estimated Net Debt / Net Cash;

(e) if the Closing Net Working Capital exceeds the Estimated Net Working Capital, by adding an amount equal to the amount by which the Closing Net Working Capital exceeds the Estimated Net Working Capital;

(f) if the Closing Net Working Capital is less than the Estimated Net Working Capital, by deducting an amount equal to the amount by which the Closing Net Working Capital is less than the Estimated Net Working Capital.

The net amount of the adjustments under this Section 5.4.1 is hereinafter referred to as the (the "**Adjustment Amount**").

5.4.2 The Adjustment Amount shall be paid in cash to (i) the Sellers, or, as the case may be, (ii) the Purchaser, within five (5) Business Days after the date when the Closing Balance Sheet shall be deemed final in accordance with Sections 5.4.3 through 5.4.6 below. Payment shall be made to the Sellers', or the Purchaser's, as applicable, bank account, which shall be notified in writing no later than two (2) Business Days prior to the date of payment.

5.4.3 As soon as reasonably practicable, but in no event later than forty (40) Business Days after the Closing Date, the Purchaser shall deliver to the Sellers the Closing Balance Sheet. The Closing Balance Sheet shall specify the amount of the Closing Net Debt / Net Cash, the Closing Net Working Capital, and the Adjustment Amount.

5.4.4 Within ten (10) Business Days after receipt of the Closing Balance Sheet, the Sellers may deliver to the Purchaser a written statement setting forth in reasonable detail those items and amounts on which the Sellers disagree with the Purchaser on the Closing Balance Sheet, including a separate statement setting out the Sellers' proposal on the Closing Balance Sheet, and the Sellers' calculation thereof (including the Closing Net Debt / Net Cash and the Closing Net Working Capital).

5.4.5 In the event that the Sellers do not deliver a statement to the Purchaser within the period set forth above in Section 5.4.4 or, if such statement is delivered, to the extent that the statement does not include any disagreement on items and amounts, the Sellers shall be deemed to have accepted the Closing Balance Sheet (and the Closing Net Debt / Net Cash and the Closing Net Working Capital), or the items and amounts not being disagreed to, proposed by the Purchaser, which shall be deemed to be final.

5.4.6 If the Sellers object to the Closing Balance Sheet and if the Purchaser does not agree with the Sellers' objections, and the Sellers' objections are not resolved on a mutually agreeable basis within thirty (30) Business Days after the Purchaser's receipt thereof, then either Party may refer any such matter as to which the Parties have disagreed to the Independent Auditor for determination. The following principles shall apply to the Independent Auditor procedure:

(i) the Independent Auditor shall without undue delay notify the Parties of the referral of the matter to which the Parties have disagreed;

(ii) each of the Parties shall have the right to present its respective arguments to the Independent Auditor within ten (10) Business Days after receipt of the notification pursuant to preceding paragraph;

(iii) the Independent Auditor, who shall act as an expert and not as an arbitrator, shall review the calculations of the Adjustment Amount provided by the Parties and shall within twenty (20) Business Days after the expiry of period set forth in the preceding paragraph make the necessary adjustments to the Closing Balance Sheet and the Adjustment Amount for them to comply with the provisions of this Agreement;

(iv) the Independent Auditor shall issue and deliver to the Purchaser and the Sellers a written statement of the Independent Auditor's resolution setting forth the Independent Auditor's calculation of the Adjustment Amount;

(v) the Independent Auditor shall be given access to the books and records, financial data and other documents of the Group Companies as well as to such employees and representatives of the Parties, who were involved in the preparation of the Closing Balance Sheet, as is reasonably required for the Independent Auditor to determine the necessary adjustments to the Closing Balance Sheet and the Adjustment Amount in order for them to comply with the provisions of this Agreement; such access shall be given until such adjustments have been determined by the Independent Auditor;

(vi) the Independent Auditor shall consider only those amounts and items as to which the Parties have disagreed pursuant to this Section 5.4.6 and the resolution of the Independent Auditor shall in no event, save in case of manifest error or fraud of any of the Parties, lead to a result more favourable to the Sellers than as set forth in its statement pursuant to Section 5.4.4 or a result more favourable to the Purchaser than as set forth in the Closing Balance Sheet prepared by the Purchaser pursuant to Section 5.4.3;

(vii) the resolution of the Independent Auditor shall be, save for manifest error or fraud, final and binding upon the Parties and not subject to further audit or arbitration, and upon such resolution, the Closing Balance Sheet and the Adjustment Amount shall be deemed final;

(viii) the Purchaser and the Sellers shall share the fees and expenses of the Independent Auditor in proportion to the amounts by which their respective calculations of the Adjustment Amount deviate from the Independent Auditor's determination of the Adjustment Amount; and

(ix) at the request of the Independent Auditor, each of the Sellers and the Purchaser shall provide for the benefit of the Independent Auditor a customary indemnity letter or agreement on terms reasonably satisfactory to the Independent Auditor for the work of the Independent Auditor to be carried out pursuant to this Section 5.4.6.

6 Conditions precedent

6.1 The obligation of the Purchaser to complete the Transaction shall be subject to the fulfilment of the following conditions precedent to the satisfaction of the Purchaser:

(a) the Carve-Out having been effected in accordance with Section 8 and Schedule 8;

(b) the Sellers having received written consent to the change of control from the CoC Counterparties;

(c) the Sellers delivering confirmation satisfactory to the Purchaser that the conditions precedent under section 6.1 (a)-(c) of the Betsson SPA have been fulfilled; and

(d) the Sellers delivering confirmation satisfactory to Betsson Malta Holding Limited that the conditions precedent under section 6.1 (a)-(c) of this Agreement have been fulfilled.

6.2 The Sellers shall, at their own cost and expense, use their respective best efforts to procure the satisfaction of the conditions in Section 6.1(a)–(d) as soon as possible and, in any event, prior to the Closing Date.

6.3 The Sellers shall keep the Purchaser informed of the progress in satisfying the conditions and notify the Purchaser when any condition in Section 6.1 is satisfied (and provide copies of appropriate evidence of satisfaction) and it becomes aware of any matter which is likely to prevent any condition in Section 6.1 being satisfied by the Closing Date.

6.4 All conditions precedent set forth in Section 6.1 and 6.12 may be waived by the Purchaser, in full or in part, at any time (including, for the avoidance of doubt, following the definitive non-satisfaction of the respective condition(s) precedent).

6.5 The obligation of the Parties to complete the Transaction shall be subject to:

(a) the Competition Authorities having cleared the sale and purchase of the Shares (the "**Merger Approval**") and no merger control review inquiry being pending; and

(b) approvals from the Gaming Authorities having been duly granted (the "**Regulatory Approval**").

6.6 In order to obtain the Merger Approval, the Purchaser shall prepare and submit to the Competition Authorities all relevant notifications and ancillary documents as soon as reasonably practicable. The Purchaser shall, at its own cost and expense, negotiate in good faith with the Competition Authorities in order to obtain the Merger Approval, provided, however, for the avoidance of doubt, that the Purchaser shall not be under any obligation to agree to any divestment or any other undertakings or concessions imposed or proposed by the Competition Authorities as a condition to the granting of the Merger Approval.

6.7 The Purchaser shall keep the Sellers informed of the progress of such negotiations and after receipt of the Merger Approval inform the Sellers thereof. The Purchaser undertakes to notify the Sellers if the Purchaser has reason to believe that the Merger Approval may not be obtained.

6.8 The Sellers shall give, and shall procure that the Group Companies give, the Purchaser all assistance, information and documentation reasonably required by the Purchaser for preparing the necessary notifications to obtain the Merger Approval and any additional information requested by the relevant authorities.

6.9 The Purchaser shall provide the Sellers with all assistance, information and documentation reasonably required by the Sellers for preparing the necessary notifications to the relevant Gaming Authorities and any additional information requested by the relevant authorities. The Parties shall prepare and submit to the Gaming Authorities all relevant notifications and ancillary documents as soon as reasonably practicable to ensure that all permits and approvals necessary for the Group Companies are in place.

6.10 In the event the conditions precedent set out in Sections 6.1, 6.5 and 6.12 have not been satisfied, or waived by the Purchaser (as applicable), not later than on the first Business Day falling six (6) months after Signing, the Purchaser or the Sellers shall be entitled to (i) terminate this Agreement with immediate effect; or (ii) terminate this Agreement with immediate effect upon the expiry of an extension agreed by the Parties in writing.

6.11 The Parties acknowledge that this Agreement and the Betsson SPA form part of one and the same transaction and are interdependent. If the Betsson SPA is terminated for any reason, or if closing under the Betsson SPA has not occurred on the Closing Date under this Agreement, either Party shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party.

6.12 The obligation of the Purchaser to complete the Transaction shall be subject to no Material Adverse Effect having occurred in the Business between the Signing Date and the Closing Date, determined by reference to a comparison between (i) the total Gross Gaming Revenue for the 60 days immediately preceding the Signing Date and (ii) the total Gross Gaming Revenue for the 60 days immediately preceding the Closing Date.

6.13 In the event that this Agreement is terminated by a Party in accordance with Section 6.10, 6.11 or 6.12, the Parties shall have no further liability against each other under this Agreement, except that a Party shall compensate the other Party for any Loss incurred or paid by the other Party as a result of the first Party's breach of any obligation under this Agreement.

6.14 The provisions of Sections 17 (*Confidentiality*), 18 (*Announcements*), 19 (*Miscellaneous*) and 20 (*Governing law and disputes*) shall survive a termination of this Agreement pursuant to Section 6.13.

7 Closing

7.1 Closing shall take place electronically, and commence at 9.00 a.m. (CEST) on the Closing Date or at such other location, time or date as may be agreed between the Purchaser and the Sellers.

7.2 At Closing:

(a) the Purchaser shall:

(i) provide written evidence that the condition precedent in Section 6.5 has been duly fulfilled;

(ii) pay the Preliminary Purchase Price in accordance with Section 5.2;

(iii) procure that the actions set out as *Purchaser's actions* in Schedule 7.2(a)(iii) are taken;

(iv) deliver to the Sellers a copy of the Escrow Agreement executed by the Purchaser and the Escrow Agent; and

(v) execute and deliver the Transitional Services Agreement;

(b) the Sellers shall:

(i) provide written evidence that the conditions precedent in Section 6.1 have been duly fulfilled;

(ii) provide written confirmation to the Purchaser that no Intragroup Debt exists per the Closing Date;

(iii) deliver to the Purchaser signed stay-on-commitments from the Stay-on Employees in a form reasonably acceptable to the Purchaser (the "**Stay-on-Commitments**");

(iv) deliver letters of resignation in the form set out in Schedule 7.2(b)(iv) signed by each of the Resigning Board Members whereby such Resigning Director resigns from the board of directors from the Group Companies;

(v) procure that the actions set out as *Sellers' actions* in Schedule 7.2(a)(iii) are taken;

(vi) deliver to the Purchaser duly executed copies of the Shareholder Undertakings;

(vii) procure that REG executes and delivers the Transitional Services Agreement;

(viii) procure that the re-branding activities set out in Schedule 7.2(b)(viii) have been carried out by the Group Companies to the reasonable satisfaction of the Purchaser;

(ix) deliver to the Purchaser and the Escrow Agent a copy of the Escrow Agreement signed by the Sellers;

(x) deliver to the Purchasers signed waivers from (i) Vereeni Investments Limited, (ii) Chrolo Investments AB, (iii) Kristian

Kierkegaard Holding AB, (iv) Kwan Investments AB, (v) Wisecap Invest Limited and (vi) Helmet Ltd whereby the undersigned waives any right to repayment of any capital contributions made to the Group; and

(xi) provide evidence that all steps and documents in accordance with Section 8 and Schedule 8.1 have been completed and in duly order entered into.

7.3 The closing events set out in Section 7.2 shall be regarded as one transaction and, if any of the closing events set out in Section 7.2 do not occur, Closing shall not have taken place unless the Sellers (if the Purchaser is responsible for such closing event) or the Purchaser (if the Sellers is responsible for such closing event) confirms in writing that the Sellers or the Purchaser (as the case may be) accept that Closing takes place (without any prejudice to its right to compensation for breach of this Agreement).

7.4 If Closing has not taken place in accordance with Section 7.2 the Sellers (in case of non-compliance by the Purchaser) or the Purchaser (in case of non-compliance by the Sellers) shall have the right to, by written notice to the Purchaser or the Sellers (as the case may be and without any prejudice to its right to compensation for breach of this Agreement):

(a) set a new date for Closing, in which case Section 7.1 and Section 7.2 shall apply to the Closing so deferred, provided, however, that such new date shall not be later than ten (10) Business Days after the original Closing Date and such deferral may only occur once;

(b) failing Closing pursuant to Section 7.4(a), terminate this Agreement with immediate effect.

7.5 If this Agreement is terminated in accordance with Section 7.4(b) all obligations of the Parties under this Agreement shall terminate without any liability of any Party, except that the Purchaser shall compensate the Sellers (in case of non-compliance by the Purchaser) or the Sellers shall compensate the Purchaser (in case of non-compliance by the Sellers) for any losses, damages, liabilities, costs, fines or expenses incurred or paid by the Sellers or the Purchaser (as the case may be) as a result of the Purchaser's or Seller's (as the case may be) breach of this Agreement.

7.6 The provisions of Sections 17 (*Confidentiality*), 18 (*Announcements*), 19 (*Miscellaneous*) and 20 (*Governing law and disputes*) shall survive any termination of this Agreement in accordance with Section 7.4(b).

8 Carve-Out

8.1 The Sellers shall, following the Signing Date, carve-out certain assets pertaining to the Business to the Group Companies as set out in Schedule 8.1 and (ii) duplicate or transfer the Material Agreements as set out in Schedule 3.1(e) to such entities designated by the Purchaser or set out in Schedule 8.1 (the "**Carve-Out**").

8.2 The Sellers will use their respective best efforts to take, or cause that their respective Affiliates and the Group take, as applicable, as soon as practicable following the Signing Date, all actions and to do, or cause to be done, all things necessary, required, or desirable under Applicable Law to effectuate the Carve-Out and to consummate all of the transactions or arrangements contemplated thereby and by this Agreement.

8.3 The Sellers shall procure that (i) the Assets transferred to the Group Companies include all Assets required to enable the Group to conduct the Business in the manner in which it is, in all material respects, being conducted at the Signing Date; and (ii) other than assets and liabilities being transferred pursuant to the Carve-Out on market terms, the Group does not incur any liability in connection with or arising from the implementation of the Carve-Out.

8.4 The Parties acknowledge the importance of ensuring efficient cooperation and transparent communication between them with respect to the Carve-Out and have thus agreed to form a carve-out committee to support, assist and monitor the execution of the Carve-Out (the "**Carve-Out Committee**").

8.5 The Carve-Out Committee shall be constituted of representatives of both the Purchaser and the Sellers and be led by an individual designated by the Sellers. The Parties shall contribute with sufficient resources and senior management representatives to the Carve-Out Committee to ensure that the Carve-Out can be efficiently coordinated and carried out, and each Party shall ensure that all members of the Carve-Out Committee possess relevant skills, knowledge and experience for the task. Each Party may appoint their respective advisors as members of the Carve-Out Committee, or invite advisors to participate in meetings on an ad-hoc basis.

8.6 A Party may replace the members of the Carve-Out Committee appointed by it at any time, but shall use reasonable endeavours to maintain continuity of service for each member. Each member, and any ad-hoc meeting participant, of the Carve-Out Committee shall, if deemed necessary by the Parties, execute customary non-disclosure agreements. Each Party shall bear its own costs for participating in the Carve-Out Committee.

8.7 The Parties shall keep the Carve-Out Committee continuously informed of the progress of the implementation of the Carve-Out and establish appropriate procedures and appoint relevant points-of-contact in relation to the work to be carried out pursuant to the Carve-Out.

8.8 The Carve-Out Committee shall hold meetings on a regular basis, as separately agreed between the Parties, to discuss status and progress of the Carve-Out.

9 Sweeprush separation

The Sellers shall, following the Signing Date, separate the Sweeprush Business from the Group as set out in Schedule 9.

10 Warranties of the Sellers

10.1 The Sellers make the following warranties to the Purchaser as at the Signing Date and the Closing Date unless explicitly stated otherwise below. The Warranties are given subject to matters Fairly Disclosed in the Data Room Documents.

10.2 Due Incorporation, etc.

10.2.1 The Sellers are duly organised and validly existing under the laws of the jurisdiction of its incorporation.

10.2.2 The Sellers have not filed (or has had filed against it) any petition for its winding-up, is not insolvent within the meaning of Applicable Law or similar requirements, has not made any assignment in favour of its creditors, nor has any petition for receivership or any administration order been presented in respect of the Sellers.

10.2.3 No assets of the Sellers have been subject to any seizure or other enforcement proceedings by any Governmental Authority and the Sellers have not initiated any proceedings with respect to a compromise or arrangement with its creditors or for the dissolution, liquidation or reorganisation. No receiver or administrative receiver or liquidator has been appointed in respect of the Sellers or any of its material assets.

10.3 The Sellers' Authority and Non-Contravention

10.3.1 The Sellers have full requisite power and authority to execute this Agreement, perform its obligations hereunder and to complete the Transaction.

10.3.2 This Agreement and any other documents or instruments to be executed by the Sellers under this Agreement (a) have been duly authorised by all necessary corporate actions and (b) will, when executed, constitute legal, valid and binding obligations of the Sellers.

10.3.3 The Sellers are not prevented by their respective memorandums or articles of association or any provision of any other constitutional document, or by any agreement to which any of the Sellers is a party from entering into this Agreement or completing the Transaction, and the execution of this Agreement and completion of the Transaction by the Sellers does not violate (i) any resolution adopted by the shareholders or boards of directors of the Sellers or (ii) Applicable Law (subject to receiving the Merger Approval and Regulatory Approval).

10.4 Corporate Existence and Power

10.4.1 The Group Companies are duly organised and validly existing under the laws of their respective jurisdictions of incorporation.

10.4.2 The Group Companies do not own any shares in any legal entity, or carry on, and have not agreed to carry on, any business in partnership or as equity participants in a joint venture with any individual or legal entity.

10.4.3 No Group Company has filed (or has had filed against it) any petition for its winding-up, is not insolvent within the meaning of Applicable Law or similar requirements, has not made any assignment in favour of its creditors, nor has any petition for receivership or any administration order been presented in respect of such Group Company.

10.4.4 No assets of the Group Companies (including at Closing the assets included in the Carve-Out) have been subject to any seizure or other enforcement proceedings by any Governmental Authority and the Group Companies have not initiated any proceedings with respect to a compromise or arrangement with its respective creditors or for the dissolution, liquidation or reorganisation. No receiver or administrative receiver or liquidator has been appointed in respect of any Group Company or any of their respective material assets.

10.4.5 The execution of this Agreement and any other document or instrument in connection therewith, and the completion of the Transaction is not, and will not be, prevented by any Group Company's memorandum or articles of association or any provision of any other constitutional document, or by any agreement to which any Group Company is a party and the execution of this Agreement and completion of the Transaction does not violate (i) any resolution adopted by the shareholders or board of directors of the Group Companies or (ii) Applicable Law (subject to receiving the Merger Approval and Regulatory Approval).

10.5 Capitalisation and Title of the Shares

10.5.1 The Sellers own and are the sole lawful owners of the Shares which are free from any Encumbrances.

10.5.2 The Shares represent one hundred percent (100%) of the entire issued securities in the respective Group Companies, respectively on a fully diluted basis. All of the Shares have been duly authorized, are validly issued, fully paid and are not subject to, nor were they issued in violation of, any pre-emptive rights or rights of first refusal.

10.5.3 The Group Companies have not issued or resolved to issue any financial instruments that entitles any person to receive or acquire any share capital or any other security giving rise to a right over, or an interest in, the capital of any Group Company.

10.5.4 The Sellers have good and transferable title to the Shares and have the absolute right, power and capacity to sell and deliver the Shares to the Purchaser in accordance with the terms of this Agreement.

10.5.5 There are no outstanding decisions of any governing body of the Group Companies to issue new shares, to divide or merge existing shares, or to increase or decrease the share capital, and no person has claimed any rights in connection with any of those things.

10.5.6 Except for the share certificates set out in Schedule 10.5.6, there are no issued and outstanding share certificates in relation to the Shares.

10.6 Corporate

10.6.1 All constitutional and other material corporate documentation of the Group Companies, including shareholders registers, certificates of incorporation, memorandums and articles of association, minutes from shareholders' and board meetings, and other records required by Applicable Law, have been properly maintained in accordance with Applicable Law, and all required filings have been duly made with the relevant authorities.

10.6.2 All (i) meetings of the governing body of the Group Companies have been duly convened, and none of the members of any governing bodies has challenged any of the decisions of the applicable governing body; (ii) decisions of the governing bodies of the Group Company have been taken in accordance with Applicable Law and (iii) the Sellers has not challenged the validity of any decision of the governing bodies of the Group Companies.

10.6.3 The managing and supervising bodies of the Group Companies have been duly elected or appointed in accordance with Applicable Law.

10.7 Statutory Books

10.7.1 The Statutory Books and other corporate documents required by Applicable Law have in all material respects been properly maintained by the Group Companies and are up-to-date and contain, complete and accurate records of the matters which under Applicable Law should be included therein.

10.7.2 All corporate documents and other information required by Applicable Law to be filed or registered with applicable authority or company register have been duly filed or registered for the Group Companies.

10.8 Financial

10.8.1 The Accounts have been prepared in accordance with the Accounting Principles and present a true and fair view of the balance sheet, financial position, results of the operations and cash flow of the Group Companies as of, and for the periods ending on, the Accounts Date.

10.8.2 The Consolidated Accounts have been prepared in accordance with the Accounting Principles as at the Consolidated Accounts Date and give in all material respects a true and fair view of assets, liabilities and financial position of the Group as at the Consolidated Accounts Date.

10.8.3 The accounting records of the Group are in all material respects up-to-date and contain complete and accurate details of the business activities of the Group to the extent required by Applicable Law or the Accounting Principles applicable to such records.

10.8.4 The Group Companies have not received any conditional shareholders' contribution or any other equity or capital contribution from the Seller Group that involves a repayment obligation to the Seller Group after Closing.

10.8.5 The Group Companies do not have any debt (including loans, derivatives, hedging arrangements and other facilities) outstanding or available except as set out in the Accounts or the Closing Balance Sheet.

10.9 Tax

10.9.1 The Group Companies have timely filed (or received an extension from filing) with the appropriate Tax authority all Tax Returns and reports required to be filed by them, each such Tax Return has been prepared in compliance with all Applicable Law, and such returns and reports contain in all material respects complete and accurate information on the subject matters required to be included therein under Applicable Law.

10.9.2 All Taxes that have become due for payment by the Group Companies have been duly and timely paid, for all Taxes for which the Group Companies are liable or accountable (whether primarily or otherwise) but are not yet due and/or paid, provision or reserves have been made and all deferred Tax assets and liabilities have been appropriately recognized in the Accounts to the extent required by or in accordance with Applicable Law or the Accounting Principles.

10.9.3 All Taxes required to be withheld or deducted, either required by the Group Companies or on behalf of another person, have been properly and timely withheld and any such withholdings and deductions have been delivered to the relevant authorities.

10.9.4 The Group Companies will not be levied, charged or otherwise liable to pay any Tax based on or related to any fact or circumstance existing or relating to any period prior to the Signing Date, except as accrued and provided for in the Accounts or the Closing Balance Sheet.

10.9.5 The Group Companies are and have always been resident for all Tax purposes only in the jurisdiction in which they are incorporated and except for gaming taxes and indirect taxes they are not liable to and have at no time incurred any liability to Tax in any jurisdiction other than the jurisdiction in which they are incorporated.

10.9.6 No Group Company is party to any Tax disputes or Tax litigation proceedings and no such disputes or litigation is pending or, to the Sellers' Knowledge, threatened.

10.9.7 None of the Group Companies are party to any written or factual agreement, waiver or other arrangement with, and has not applied for any binding ruling from, any Tax authority.

10.9.8 The Group Companies are, and have been, in compliance with all applicable transfer pricing requirements and all transactions and arrangements between any of the Group Companies, on the one hand, and its shareholders and their respective Affiliates (including the Sellers and the Sellers' respective Affiliates) and other related parties as defined by Applicable Law regarding Tax, on the other hand, comply with the arm's length principle as defined by Applicable Law regarding Tax. The Group Companies have available all books and records and other documentation required by such Applicable Law regarding Tax.

10.9.9 The Group Companies have not received any notice regarding any pending Tax audit and no such audit is pending or, to the Sellers' Knowledge, threatened.

10.9.10 No charge to Tax will arise on the Group Companies as a result of:

(i) entering into this agreement;

(ii) performing any obligations under this agreement; or

(iii) Closing.

10.9.11 VAT:

(a) The Group Companies are a taxable person duly registered, to the extent required by Applicable Law or as Fairly Disclosed, for the purposes of VAT in its country of incorporation and has complied in all material respects with all other applicable VAT legislation.

(b) The Group Companies are not and have not been, for VAT purposes, a member of any group of companies and there are no outstanding applications by the Company to be a member of a group for VAT purposes.

(c) All supplies made by the Group Companies registered for VAT are taxable supplies and the Group Companies have not been and will not be denied credit for any input tax.

10.10 Relationship with the Sellers

10.10.1 At the Closing Date no Assets necessary for the Group to conduct the Business are owned or held by the Seller Group. The Seller Group does not provide, and the Group Companies are not dependent on, any services, agreements or arrangement which are necessary for the Group to conduct the Business.

10.10.2 Except for the Transitional Services Agreement, there will be no Related-Party Agreements immediately after the Closing.

10.10.3 Any services that have been provided to the Business by any other business in the Seller Group has been provided on arm's length terms.

10.10.4 As of the Closing Date, the Seller Group does not have any claims of any kind against the Group Companies and the Group Companies are not indebted in any way towards the Seller Group.

10.10.5 The Seller Group has not issued any guarantee or other surety securing any obligation or liability of the Group Companies and the Group Companies have not issued any guarantees or other surety securing any obligation of the Seller Group.

10.10.6 The Carve-Out has been carried out in accordance with Applicable Law, including any Applicable Law pertaining to Tax, and all documentary requirements in respect thereof have been complied with.

10.11 Employees, pensions and labour matters

10.11.1 The employment agreements with each of the Employees have been Fairly Disclosed in the Data Room Documents and these are valid and in force in accordance with their respective terms. All employees of the Group Companies are, to the Sellers' Knowledge, employed on terms and conditions in all material respects customary within the Group's field of business.

10.11.2 No Employee has given or been given notice of termination of employment and no Employee has made or has been given any proposals to terminate his or her employment and, to the Sellers' Knowledge, no such notice or proposal is expected.

10.11.3 There are no, and have not been during the past five (5) years, disputes between a Group Company and any of their employees and there are no strikes, work stoppages, walkouts, lockouts, picketing, hand billing or other material labour disputes currently pending, or to the Sellers' Knowledge, threatened.

10.11.4 No Group Company is, or will become, liable to make any outstanding payment to any director, officer or any employee or former director, officer or employee by way of damages or compensation for wrongful dismissal.

10.11.5 There are no former employees of the Group Companies with preferential right to re-employment.

10.11.6 The Group Companies has fully and timely paid all wages, salaries, bonuses, commissions, wage premiums, fees and other compensation that have come due and payable to its employees pursuant to Applicable Law and from time to time applicable collective bargaining agreements relating to the employment of labour and none of the Group Companies have received notice of any claim thereto. No Group Company has any material fees due to any key service provider that are outstanding and overdue in accordance with the applicable contractual payment terms.

10.11.7 The Group Companies have no deferred compensation agreement, executive compensation plan, incentive bonus, profit sharing, stock option plan, group life insurance plan or other incentive scheme presently in force with respect to any Key Employee or other employee of the Group Companies which has not been Fairly Disclosed in the Data Room Documents.

10.11.8 No Employee, officer, director or contractor of the Group Companies will be entitled to any severance pay, bonus payment, success fee or similar benefit payable by Group Companies as a result of the Transaction or the Carve-Out and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will, alone or together with any other event, accelerate the time of vesting, funding or payment of any compensation or benefit, or increase the amount of compensation or benefits due to any employee, officer, director or contractor of the Group Companies.

10.11.9 All individual pension plans applicable to current or former employees of the Group Companies have been Fairly Disclosed in the Data Room Documents.

10.11.10 There are no pension undertakings of the Group Companies which have become due and payable which are not already paid or insured. All amounts due to any insurance company or any other person in conjunction with any pension scheme applicable to the Group Companies have been duly and timely paid or accrued for in the Accounts.

10.11.11 At the Closing Date, all Employees have been transferred from the Sellers and any of their respective Affiliates, to the Group Companies and the Employees constitute all material employees required for conducting the Business in the Ordinary Course of Business.

10.11.12 All employees of the Group that need to be approved by any gaming authority are duly approved by a relevant gaming authority and current employees of the Group Companies have the necessary working permits.

10.12 Agreements and Business

10.12.1 All of the Material Agreements are valid, binding and enforceable in accordance with their respective terms and shall be in full force and effect without penalty in accordance with their terms upon consummation of the transactions contemplated hereby.

10.12.2 Other than the "Material Agreements", no Group Company is a party to or bound by any agreements, arrangements, offers or undertakings which are of material importance to the Group Companies or the Business and which have not been Fairly Disclosed in the Data Room Documents.

10.12.3 There are no, and there have not been any, agreements, arrangements or other dealings to which the Group Companies is a party and which are not at arm's length.

10.12.4 No Group Company is in any material default under or in material breach of any Material Agreement. To the Sellers' Knowledge, (i) no event has occurred which would reasonably be expected to result in a material default or breach by any Group Company under any Material Agreement; (ii) no Material Agreement is currently subject to cancellation, any material modification, or any material penalty or right of set-off by the other party thereto for late performance or delivery; and (iii) there is no material breach by the other parties to any Material Agreement to which a Group Company is a party.

10.12.5 During the past three (3) years, the Group Companies have not received any written notice that a Group Company is in breach or threat of termination in respect of any Material Agreement to which any Group Company is a party.

10.12.6 Neither the execution of this Agreement nor the consummation of the Transaction constitutes a breach on the part of a Group Company in relation to any Material Agreement, save in relation to any CoC Counterparties.

10.12.7 The Group Companies have not sold or acquired any company, business, Assets or shares where there are outstanding obligations or warranty undertakings on the part of any Group Company.

10.12.8 The Group Companies are not, and have not been, party to any agreement or arrangement that (i) contains any covenant or provision limiting the ability of the Group Companies to engage in any line of business or compete with any individual or entity in any geographical area, or (ii) violates Applicable Law.

10.12.9 The Material Agreements provide all services which are material for the operation of the Business.

10.13 Compliance

10.13.1 To the Sellers' Knowledge, the Group Companies and their respective Affiliates have in all material respects conducted the Business in line with industry standard practice, for the avoidance of doubt including with respect to gambling operations and in compliance with Applicable Law, licenses, permits, certificates, accreditations and authorizations in their respective jurisdictions of incorporation and any jurisdiction in which the Business is or was licensed.

10.13.2 The Group Companies hold or have applied for (in respect of those listed as pending applications) the licenses listed in Schedule 10.13.2, ("**Required Licenses**") and, to the Sellers' Knowledge, all other permits, certifications and authorisations required to conduct the Business in the manner in which it is conducted as at the Signing Date, and the Closing Date respectively.

10.13.3 The Group Companies have not received any notice, order, complaint or other written communication from any Governmental Authority or any other Person that any Group Company has any liability under Applicable Law or that it is not or has not been in compliance with Applicable Law.

10.13.4 The Group Companies have not received any notice to the effect that any Required License to carry on the Business is to be revoked or withdrawn and no such withdrawal is, to the Sellers' Knowledge, threatened.

10.13.5 The Sellers have Fairly Disclosed to the Purchaser all material correspondence with competent regulatory authorities in the countries where the Business operates and have not knowingly withheld any such material correspondence from the Purchaser.

10.13.6 Neither of the Group Companies nor any of their employees, agents or representatives has taken any actions in furtherance of an offer, payment, promise to pay, or authorisation or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government official (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage within the five (5) years prior to the Signing Date.

10.13.7 To the Seller's Knowledge, the operations of the Group Companies are and have been conducted at all times in all material respects in compliance with applicable financial recordkeeping and reporting requirements and anti-money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (together the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Group Companies with respect to Anti-Money Laundering Laws is pending or threatened.

10.13.8 Neither of the Group Companies nor any director, officer or employee is a Person that is (i) currently or previously the subject or target of Sanctions, (ii) located, organised, or resident in a country or territory which is the subject of Sanctions, or (iii) is, has been or will be, engaged in dealings or transactions with any Person or in any jurisdiction subject to Sanctions (at the time of such dealings or transactions).

10.14 Intellectual Property

10.14.1 The Group is the sole and exclusive owner of all right, title and interest in and to all of the Intellectual Property used or otherwise pertaining to the Business (the "**Owned Intellectual Property**"), save for any Licensed Intellectual Property. The Owned Intellectual Property is held free and clear of any Encumbrances and no rights of any person are necessary to market, license, sell, modify, update and / or create derivative works for the owned Intellectual Property. No other copy of any source code or other software used by, or relevant to, the Business than that included in the Owned Intellectual Property exists.

10.14.2 All material licensed Intellectual Property held by the Group (the "**Licensed Intellectual Property**") is held under valid licenses with third parties. The Owned Intellectual Property and the Licensed Intellectual Property includes all registered Intellectual Property as well as material software copyrights, software licenses, database rights and unregistered logos owned, licensed or used by the Group and the Business.

10.14.3 The Owned Intellectual Property and the Licensed Intellectual Property constitutes all material Intellectual Property required, and currently used, for conducting the Business in the Ordinary Course of Business, including all material software licenses used in the Business.

10.14.4 The Owned Intellectual Property is subsisting, valid, enforceable and not withdrawn, cancelled or abandoned and not subject to any Encumbrances. All application fees and renewal fees for such Intellectual Property have been paid when due in full and the registrations and applications are in all other respects being maintained and asserted.

10.14.5 Neither of the Group Companies, nor the Seller Group are in violation of any license in respect of the Licensed Intellectual Property.

10.14.6 To the Sellers' Knowledge, there is no material infringement, misuse or other violation by any third party of any Intellectual Property of the Group Companies or the Business. The Group Companies have not made and do not intend to make any claim, whether for infringement, damages or otherwise, against any third party regarding the use of any Intellectual Property.

10.14.7 To the Sellers' Knowledge, there is no infringement, misuse or other violation by the Group Companies or the Business of any Intellectual Property of any third party. There are no, and there have not been any, litigations, proceedings, claims or actions pending or, to the Sellers' Knowledge, threatened against the Group Companies or the Business relating to the Owned Intellectual Property or the Licensed Intellectual Property in connection with the operation of the Business. To the Sellers' Knowledge, there are no facts or matters that might give rise to any such litigations, proceedings, claims or actions.

10.14.8 Neither of the Group Companies, nor the Seller Group have received any claim stating that the Owned Intellectual Property is in infringement of any Intellectual Property of any other Person or challenging the validity or subsistence of any Owned Intellectual Property.

10.14.9 To the Sellers' Knowledge, the completion of the Transaction will not cause any impairment of any Owned Intellectual Property, or any termination of any license agreement for Licensed Intellectual Property, or, to the Sellers' Knowledge, otherwise effect any change in such agreement adverse to the Purchaser or the Group Companies.

10.14.10 To the Sellers' Knowledge, the Group Companies are in compliance in all material respects with the terms and conditions of all licenses for Intellectual Property open source materials used in connection with the Business and have not incorporated or distributed open source materials in a way that it creates obligations to grant any third party rights to any Owned Intellectual Property.

10.14.11 No Intellectual Property or software or product offered by the Business contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus" or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or that without user intent will cause, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, any computer, tablet computer, handheld device or other device on which such Software, product or service or such code is stored or installed, (ii) damaging or destroying any data or file without the user's consent, or (iii) sending information to a Group Company, the Seller Group or any other person without the user's consent. No such software or product (A) constitutes, contains or is considered "spyware" or "trackware" as such terms are commonly understood in the software industry, (B) records a user's actions without such user's knowledge or (C) employs a user's Internet connection without such user's knowledge to gather or transmit information on such user or such user's behaviour.

10.14.12 All current and former employees, officers or directors of the Group Companies or the Seller Group and independent contractors of the Group Companies or the Seller Group, in each case who have participated in the development or creation of any Owned Intellectual Property, have irrevocably transferred and assigned (whether under law, agreement or otherwise) to a Group Company all right, title and interest in and to any and all work product, including all Intellectual Property created or developed for the Group, that is or has been devised, developed, created, authored or designed by such employee or independent contractor within the scope of his or her employment or engagement with the Group Companies and such employee or independent contractor has no moral rights or other non-assignable rights in such Intellectual Property.

10.14.13 No current or former founder, employee, consultant, officer or director of the Group Companies or the Seller Group (i) owns any Intellectual Property included in the products of the Business or (ii) has made any claims with respect to, or has any right, license, claim or interest whatsoever in, such Intellectual Property.

10.15 IT and Data Protection

10.15.1 The Group Companies have adequate rights, either by ownership or under valid licenses, to use all software, hardware and other information technology currently used in the Business.

10.15.2 The Group Companies and the Business (i) in all material respects complies with and conducts the Business in accordance with Data Protection Legislation and Applicable Law relating to confidentiality and data security; and (ii) have taken all reasonable measures, directly or indirectly, to ensure the confidentiality, privacy and security of customer, employee and other confidential information.

10.15.3 There are no and in the past two (2) years there have been no (i) malfunctions or failures, or (ii) intrusions to any IT systems or losses of any material amount of data of the Business or the Group. The Group Companies and the Seller Group have

Fairly Disclosed in the Data Room Documents all procedures in place to prevent unauthorised access to their software and data contained in the IT systems.

10.15.4 To the Sellers' Knowledge, during the three (3) years preceding the Signing Date, there have been (i) no material losses or thefts of data or security breaches relating to data used in the Business or by the Group Companies, (ii) no unauthorized access or unauthorized use of any such data, and (iii) no unintended or improper disclosure of any personally identifiable information in the possession, custody or control of the Group Companies or a contractor or agent acting on behalf of the Group Companies.

10.15.5 The information technology systems (including the computer and data processing systems and information and communication technologies) used by the Group Companies or the Business (the "**IT Systems**") are owned or used by the Group free from any material Encumbrances or third party rights and the terms of any such licenses have in all material respects been complied with by the Group Companies.

10.15.6 At the Closing Date, all necessary IT Systems required for conducting the Business in the Ordinary Course of Business is held by the Group Companies.

10.16 Insurance

10.16.1 The Group Companies are covered by insurance policies which would reasonably be required for the Business. Information regarding such insurance coverage and policies has been Fairly Disclosed in the Data Room Documents. All insurance premiums payable under such policies have been fully paid when due and the insurance policies are in full force and effect until, and including, the Closing Date.

10.16.2 To the Sellers' Knowledge, the Group is in all material respects in compliance with the terms and conditions contained in the insurance policies and, to the Sellers' Knowledge, nothing has been done or omitted to be done by the Group Companies which would reasonably be expected to result in such insurances being void or voidable.

10.16.3 The Group Companies and Business have no pending insurance claim, nor has there been any insurance claims during the three-year period prior to the Signing Date.

10.17 Assets

10.17.1 At the Closing Date the Group Companies have good and valid title to, or with respect to Assets held under a lease, rental or other leasing agreement, the valid right to use the Assets used by and in the Business.

10.17.2 The Group Companies have requisite power and authority to own, or have the right to use pursuant to valid agreements, the Assets used in and by the Business and to conduct the Business as conducted on the Signing Date.

10.17.3 The Assets owned or used by the Group Companies are (as applicable) in satisfactory working condition, having regard to their age and use, and have been regularly and adequately maintained.

10.18 Real property

10.18.1 The Group Companies do not own and have never owned any real property.

10.18.2 Complete copies of all lease agreements have been Fairly Disclosed in the Data Room Documents and there are no lease agreements for properties used in the Business not disclosed therein.

10.18.3 The Group Companies have not received or given notice of termination of any lease agreements for properties currently used in the Business.

10.18.4 The Group Companies and the Business have in all material respects complied and performed all obligations under each lease agreement to which it is a party, and neither of the Group Companies nor the Business have given or received any notice of breach of any such lease agreements to which it is a party and, to the Sellers' Knowledge, no such notice is expected or threatening. To the Sellers' Knowledge, none of the counterparties is in breach of any lease agreement.

10.18.5 To the Sellers' Knowledge, all premises are being leased by the Group Companies under valid and enforceable leases, subject only to such Encumbrances which may follow from Applicable Law and there is no material default or event which after notice or lapse of time, or both, would constitute a default by the Group Companies' under any lease agreement.

10.19 Absence of certain events

In the period from 1 January 2026 to the Signing Date, the Business has been carried on in the Ordinary Course of Business and the Group Companies have not, other than any action expressly set out in this Agreement or taken to effectuate the Carve-Out, taken any actions set out in 12.1.

10.20 Broker

No Group Company is liable to make a payment to a broker or other financial advisor in relation to, or as a result of, the Transaction.

10.21 Powers of Attorney

To the Sellers' Knowledge, the Group Companies have not issued to any Person any power of attorney or other authorisation (express or implied), which is still outstanding, to enter into any material agreement or obligation or other transaction on its behalf or to bind it in any way, other than to its directors and officers and other than the authorisation given to its employees to enter into routine agreements in the Ordinary Course of Business.

10.22 Information

The documentation in the Data Room Documents has been compiled in good faith with a view to create and present, in all material respects, a true and fair view of the Group and the Business and all documents in the Data Room Documents are in all material respects true and correct and not misleading. To the Sellers' Knowledge, no material information has been omitted in the Data Room Documents that, if disclosed, reasonably could be expected to have affected the decision of a professional and experienced buyer to purchase the Shares on the terms set out in this Agreement.

10.23 Litigation

10.23.1 There are no, and within the past three (3) years there have not been any, actions, charges, suits, proceedings (including any arbitrations and mediations), expropriations (or other suits in eminent domain), or formally presented claims (collectively, "**Proceedings**") pending or, to the Sellers' Knowledge, threatened against or affecting the Business or the Group Companies (or any of the officers or directors of the Group Companies), or pending or threatened by the Business or the Group Companies against any person, at law or in equity, or before or by any Governmental Authority (including any Proceedings with respect to the transactions contemplated by this Agreement).

10.23.2 Except for the player claims made by (i) Gianluca Cabione v. White Star B.V., (ii) Nateshan Ananthan v. White Star B.V., and (iii) Janushan Tharmalingam v. Well Played Media, there are no player claims directed towards the Group Companies.

11 Warranties of the Purchaser

The Purchaser makes the following warranties to the Sellers as at the Signing Date and the Closing Date unless explicitly stated otherwise below.

11.1.1 The Purchaser is duly organised and validly existing under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute this Agreement and to complete the Transaction.

11.1.2 This Agreement and any other documents or instruments to be executed by the Purchaser under this Agreement (a) have been duly authorised by all necessary actions on the part of the Purchaser and (b) will, when executed, constitute valid and binding obligations of the Purchaser.

11.1.3 The Purchaser is not prevented by its memorandum, articles of association or similar constitutional documents or by any agreement to which the Purchaser is a party from entering into this Agreement or completing the Transaction, and the execution of this Agreement and completion of the Transaction by the Purchaser does not violate any Applicable Law.

11.1.4 The Purchaser has not filed (or has had filed against it) any petition for its winding-up, is not insolvent within the meaning of Applicable Law or similar requirements, has not made any assignment in favour of its creditors, nor has any petition for receivership or any administration order been presented in respect of the Purchaser. No steps have been taken, and no circumstances exist that are likely to result in, any insolvency, bankruptcy or similar proceedings in respect of the Purchaser, and the Purchaser is not engaged in any restructuring or refinancing negotiations with any of its creditors.

11.1.5 The Purchaser has, or will on the Closing Date have, sufficient funds available to pay the Preliminary Purchase Price .

12 Covenants

12.1 Conduct between the Signing Date and Closing Date

12.1.1 During the period between the Signing Date and the Closing Date, the Sellers shall procure that the Group shall carry out the Business in the Ordinary Course of Business (for the avoidance of doubt including any related Tax obligation, such as the payment of any Tax and the submission of any return in connection with Tax that is required to be paid or submitted on or before Closing) and that no Group Company shall, without the prior written approval of the Purchaser, take, implement or propose any action (or refrain from taking any action) directly or indirectly to:

(a) change its businesses materially (including without limitation initiating changes or terminating in relationships with customers or other material business partners);

(b) commence any litigation seeking material recourse, or settle, compromise or enter into any consent, decree or order with respect to any material claim or litigation, in each case exceeding EUR 50,000, except for the Canadian Claim;

(c) make any changes of articles of association, by-laws or other constituting documents;

(d) adopt any plan of consolidation, reorganisation, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of Applicable Law or consent to the filing of any bankruptcy petition under any similar Applicable Law;

(e) make any change to the Accounting Principles, Tax policies, past practices or material Tax election, settle any material Tax claim or assessment, or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment unless strictly required by Applicable Law;

(f) delay making payment to any creditors beyond the date on which payment of the relevant debt should be paid in accordance with the credit period generally authorized by the relevant creditors or otherwise make any changes to the manner of time of payment of creditors, issue of invoices, collection of debts or policy of reserving for debtors;

(g) make any decision or proposal concerning or constituting: (i) distribution of dividends or other funds, other than the Agreed Dividend; (ii) a change in the number of shares in or share capital in any of the Group Companies, including without limitation by reclassification, recapitalisation, stock split, combination or issuance of any shares or securities convertible into or exchangeable for shares; (iii) any sale, transfer or other disposal of any shares held as treasury shares or (iv) any sale, transfer or other disposal of any treasury options or any other shares or securities convertible into or exchangeable for shares;

(h) acquire or agree to acquire any share or other interest in any company, partnership or other venture;

(i) release any of its debtors (including joint and several debtors) from its obligations towards the Group Companies;

(j) borrow any additional funds or repay any existing loans (other than Intragroup Debt pursuant to Section 12.2) other than as required in the agreements governing such loans, or in the Ordinary Course of Business;

(k) materially amend or terminate (i) any agreement that is material to the Business, or (ii) any license from a gaming authority other than transfer of the Kahnawake licence as part of the Carve-Out;

(l) enter into any agreement, arrangement, undertaking, commitment or similar with any company in the Seller Group other than as part of the Carve-Out;

(m) cancel, compromise, waive or release any material right or claim (including under any Material Agreement);

(n) other than as required in any existing agreements, or in the Ordinary Course of Business sell or create or agree to any Encumbrance over any of the Assets used in or by the Business;

(o) give notice of termination of employment of a Key Employee or amend the employment agreement (in terms of wages, salary or other employment terms including bonuses and benefits) with any employee (including the Key Employees) other than in the Ordinary Course of Business;

(p) fail to notify any insurance claim in accordance with the provisions of the relevant policy or settle any such claim below the amount claimed; or

(q) agree or commit to do any of the foregoing.

12.1.2 Section 12.1.1 shall not operate as to restrict or prevent:

(a) any matter consented to by the Purchaser in writing (such consent not to be unreasonably denied, delayed or conditioned);

(b) the completion or performance of any obligations undertaken pursuant to any agreement or arrangement entered into by the Group Companies prior to the Signing Date, provided that such agreements and arrangements have been Fairly Disclosed in this Agreement or in the Data Room Documents;

(c) any action provided for in this Agreement or pursuant to a mandatory requirement under Applicable Law;

(d) any decision required to implement the Carve-Out or the separation of the Sweeprush Business; or

(e) the declaration or payment of the Agreed Dividend.

12.2 Settlement of Intragroup Debt

The Sellers shall, and shall procure that their respective Affiliates, prior to the Closing Date fully and finally settle, any outstanding Intragroup Debt.

12.3 Audit of financial statements

12.3.1 The Sellers shall procure that the Group Companies continue and completes their audit of the financial statements, as required under Applicable Law, for the financial year 2025 within the statutory time set out in Applicable Law and prior to the Closing Date.

12.3.2 The Sellers shall inform the Purchaser in case of any audit adjustments made which materially impact the information and numbers presented in the Consolidated Accounts.

12.4 Agreed Dividend

The Group Companies may, upon prior written notice to the Purchaser, declare and pay a dividend of up to EUR 4,000,000 prior to Closing (the “**Agreed Dividend**”), provided that the Agreed Dividend paid under this Agreement and the Betsson SPA shall not in aggregate exceed EUR 4,000,000.

12.5 Information, access and assistance

12.5.1 If the Seller Group become aware of any matter or circumstance that may reasonably be deemed (a) to be materially outside the Ordinary Course of Business, (b) to result in a Material Adverse Effect, or (c) to materially deviate from the information disclosed to the Purchaser or its advisors in connection with the due diligence, or (d) to give rise to a material breach of this Agreement by the Sellers (including for the avoidance of doubt the Warranties), the Sellers shall inform, and shall cause any Group Company to inform, the Purchaser thereof as soon as possible.

12.5.2 The Sellers shall give, and shall cause the Group Companies to give, to the Purchaser, its representatives and the relevant authorities' reasonable access upon request to the personnel, premises, book-keeping material, records and other documentation of any Group Company.

12.5.3 The Sellers shall provide, and shall cause the Group Companies to provide, the Purchaser, its representatives and the relevant Governmental Authorities with copies of information and documentation as may reasonably be requested by such authorities or the Purchaser.

12.5.4 As from the Closing Date, upon reasonable notice by the a Party, the other Party shall furnish, or cause to be furnished, to the requesting Party and its Affiliates, and their accountants, counsels and other representatives, reasonable access to such information, personnel and assistance relating to the Group Companies as may be reasonably necessary for the requesting Party' and its Affiliates' financial reporting and accounting matters and any Tax matter, or the defence or prosecution of, or response required under, any lawsuit, action or proceeding.

12.6 Non-Compete and Non-Solicitation

12.6.1 The Sellers shall obtain written undertakings for the benefit of the Purchaser from (i) the Persons in Non-Compete Tier 1 to adhere to the terms set out in Section 12.6.2 and 12.6.3 below, (ii) the Persons in Non-Compete Tier 2 to adhere to the terms set out in Section 12.6.4 and 12.6.5 below, (iii) the Persons in Non-Compete Tier 3 to adhere to the terms set out in Section 12.6.6 and 12.6.7 below, and (iv) the Persons in Non-Compete Tier 4 to adhere to the terms set out in Section 12.6.8 and 12.6.9 below in the form set out in Schedule 12.6.1 (jointly the "**Shareholder Undertakings**").

Sellers and Non-Compete Tier 1

12.6.2 Subject to and effective as of Closing, each of the Sellers and the Person in Non-Compete Tier 1 undertakes, for themselves and each of their respective Affiliates, not to directly or indirectly:

a) for a period of twenty-four (24) months engage or invest in any business which directly or indirectly competes with the Business in the Restricted Territories, including by targeting the Restricted Territories;

b) for a period of three (3) years solicit, entice away, employ or engage as a consultant or adviser any person employed by the Group; or

c) for a period of three (3) years solicit or entice away from the Group Companies any customer, supplier or other business partner of the Group,

provided that

(i) Section 12.6.2 (a) shall not apply to the Person in Non-Compete Tier 1's ownership of Prime Entertainment Group Ltd (including its subsidiaries) (the "**Tier 1 Excepted Entities**") provided that (i) the Tier 1 Excepted Entities do not expand their B2C offering into Canada or India for a period of 18 months from the Closing Date, (ii) the Person in Non-Compete Tier 1 does not become operationally active in any Tier 1 Excepted Entity (and in particular does not direct such Tier 1 Excepted Entity to take any action that would contravene the non-compete obligation set out in Section 12.6.2(a)), and (iii) the Person in Non-Compete Tier 1 does not invest any portion of the Purchase Price in the Tier 1 Excepted Entity; and

(ii) Section 12.6.2 (b) or (c) shall not prevent the Tier 1 Excepted Entities from employing or engaging a consultant, advisor, former employee, customer, supplier or business partner of the Group in the ordinary course of business without the knowledge or involvement of the Person in Non-Compete Tier 1 or the Seller.

12.6.3 In the event of a breach of Section 12.6.2 the Seller or breaching Person in Non-Compete Tier 1 shall pay liquidated damages (Sw. *vite*) to the Purchaser in an amount equal to the higher of (i) EUR 300,000 and (ii) 3 percent of such Seller's or breaching Person in Non-Compete Tier 1's gross proceeds from the Transaction and the transaction under the Betsson SPA and an amount equal to the higher of (i) EUR 30,000 and (ii) 0,3 percent of such Seller's or breaching Person in Non-Compete Tier 1's gross proceeds from the Transaction and the transaction under the Betsson SPA per each month during which such breach subsists.

Non-Compete Tier 2

12.6.4 Subject to and effective as of Closing, each Person in Non-Compete Tier 2 undertakes, for themselves and each of their respective Affiliates, not to directly or indirectly:

a) for a period of twenty-four (24) months engage or invest in any business which directly or indirectly competes with the Business in the Restricted Territories, including by targeting the Restricted Territories;

b) for a period of two (2) years solicit, entice away, employ or engage as a consultant or adviser any person employed by the Group; or

c) for a period of two (2) years solicit or entice away from the Group Companies any customer, supplier or other business partner of the Group,

provided that,

(i) the limitation in paragraph a) shall only apply to each of the Persons in Non-Compete Tier 2 that are engaged (directly or indirectly) with the Group at the Signing Date and whose terms of engagement include an obligation on the Group entity concerned to give at least six months' prior notice of termination of the engagement;

(ii) a Person in Non-Compete Tier 2 shall not be deemed to be in breach of its obligations in paragraphs b) and c) of this Section 12.6.4 if the solicitation, enticing away, employment or engagement in question is carried out by a person or entity with which a Person in Non-Compete Tier 2 has been engaged following expiry of the term set out in paragraph a) and without its actual knowledge or involvement.

12.6.5 In the event of a breach of Section 12.6.4 the breaching Person in Non-Compete Tier 2 shall pay liquidated damages (Sw. *vite*) to the Purchaser in an amount equal to the higher of (i) EUR 100,000 and (ii) 1.5 percent of such breaching Person's gross proceeds from the Transaction and the transaction under the Betsson SPA and an amount equal to the higher of (i) EUR 10,000 and (ii) 0,15 percent of such Seller's or breaching Person in Non-Compete Tier 2's gross proceeds from the Transaction and the transaction under the Betsson SPA per each month during which such breach subsists.

Non-Compete Tier 3

12.6.6 Subject to and effective as of Closing, each Person in Non-Compete Tier 3 undertakes, for themselves and each of their respective its Affiliates, not to directly or indirectly:

a) for a period of twelve (12) months engage or invest in any business which directly or indirectly competes with the Business in the Restricted Territories, including by targeting the Restricted Territories;

b) for a period of two (2) years solicit, entice away, employ or engage as a consultant or adviser any person employed by the Group; or

c) for a period of two (2) years solicit or entice away from the Group Companies any customer, supplier or other business partner of the Group,

provided that:

(i) the limitation in paragraph a) shall only apply to each of the Persons in Non-Compete Tier 3 that are engaged (directly or indirectly) with the Group at the Signing Date and whose terms of engagement include an obligation on the Group entity concerned to give at least six months' prior notice of termination of the engagement;

(ii) a Person in Non-Compete Tier 3 shall not be deemed to be in breach of its obligations in paragraphs b) and c) of this Section 12.6.6 if the solicitation, enticing away, employment or engagement in question is carried out by a person or entity with which a Person in Non-Compete Tier 3 has been engaged following expiry of the term set out in paragraph a) and without its actual knowledge or involvement.

12.6.7 In the event of a breach of Section 12.6.6 the breaching Person shall pay liquidated damages (Sw. *vite*) to the Purchaser in an amount equal to the higher of (i) EUR 50,000 and (ii) 1.5 percent of such breaching Person's gross proceeds from the Transaction and the transaction under the Betsson SPA and an amount equal to the higher of (i) EUR 10,000 and (ii) 0,15 percent of such Seller's or breaching Person in Non-Compete Tier 3's gross proceeds from the Transaction and the transaction under the Betsson SPA per each month during which such breach subsists.

Non-Compete Tier 4

12.6.8 Subject to and effective as of Closing, each Person in Non-Compete Tier 4 undertakes, for themselves and each of their respective its Affiliates, not to directly or indirectly:

a) for a period of two (2) years solicit, entice away, employ or engage as a consultant or adviser any person employed by the Group; or

b) for a period of two (2) years solicit or entice away from the Group Companies any customer, supplier or other business partner of the Group.

provided that,

(i) the limitation in paragraph a) shall only apply to each of the Persons in Non-Compete Tier 4 that are engaged (directly or indirectly) with the Group at the Signing Date and whose terms of engagement include an obligation on the Group entity concerned to give at least six months' prior notice of termination of the engagement;

(ii) a Person in Non-Compete Tier 4 shall not be deemed to be in breach of its obligations in paragraphs a) and b) of this Section 12.6.8 if the solicitation, enticing away, employment or engagement in question is carried out by a person or entity with which a Person in Non-Compete Tier 4 has been engaged following expiry of the term set out in paragraph a) and without its actual knowledge or involvement.

12.6.9 In the event of a breach of Section 12.6.8 the breaching Person shall pay liquidated damages (Sw. *vite*) to the Purchaser in an amount equal to the higher of (i) EUR 10,000 and (ii) 0.5 percent of such breaching Person's gross proceeds from the Transaction and the transaction under the Betsson SPA and an amount equal to the higher of (i) EUR 5,000 and (ii) 0,1 percent of such Seller's or breaching Person in Non-Compete Tier 4's gross proceeds from the Transaction and the transaction under the Betsson SPA per each month during which such breach subsists.

12.6.10 Notwithstanding anything to the contrary in Sections 12.6.2a), 12.6.4a) and 12.6.6a), nothing in this Clause 12.6 shall prevent the holding for investment purposes (existing or future) of up to seven point five (7.5) per cent of the shares and/or votes or other securities in any company or business that competes with the Business in the Restricted Territories.

12.6.11 For the avoidance of doubt, the non-compete obligations set out in Sections 12.6.2a), 12.6.4a) and 12.6.6a) shall cease to apply with respect to any Person if the Purchaser or a Group Company terminates such Person's employment without cause or terminates such Person's engagement other than for material breach following Closing.

12.6.12 For the avoidance of doubt, any liquidated damages paid under the Betsson SPA shall be deducted from any liquidated damages payable under this Section 12 for the same breach, to the extent required to avoid double compensation.

12.7 Brand usage

12.7.1 The Sellers shall, as soon as reasonably possible following the Closing Date procure that the Sellers and their respective Affiliates:

(a) remove any and all instances of and references to the "*Rhino Entertainment*" brand from all websites used by the Seller Group no later than two (2) weeks following the Closing Date;

(b) change the company names (as applicable) of the companies within the Seller Group to names which may not be confused with "*Rhino Entertainment*", no later than one (1) month following the Closing Date; and

(c) rebrand or replace any internal documents, including policies, handbooks etc. branded "*Rhino Entertainment*", no later than three (3) months following the Closing Date.

12.8 Disposals of assets after Closing

For a period of eighteen (18) months following the Closing Date, the Sellers shall not, and shall procure that their respective Affiliates do not, sell or otherwise dispose of any shares or substantial assets (including but not limited to the Sweeprush Business) to any person other than the Seller or its subsidiaries, except:

(a) disposals of obsolete or redundant assets with no material value;

(b) transactions with *bona fide* third parties which are carried out at fair market value on terms and conditions customary for such transaction; and

(c) paying dividends to its shareholders in an aggregate amount not exceeding the Purchase Price.

13 Tax Matters

13.1 Fiscal Unity

13.1.1 The parties are aware of the fact that Rhino Entertainment Limited and Play Well Media Limited ("**Fiscal Unity Target Companies**") are joined in a Fiscal Unity for corporate income tax ("**CIT Fiscal Unity**") purposes with Seller (REG) and that the membership of these Fiscal Unity Target Companies of the CIT Fiscal Unity will terminate with effect from the Closing Date.

13.1.2 Subject to the Closing Date, the Purchaser and the Sellers agree that as soon as practicable following the Closing Date, but at least within two (2) months thereafter, the Sellers shall provide to the Purchaser an opening balance sheet for CIT purposes in a manner and on a basis consistent with sound business practice and past practice as from the date the Group was no longer a part of the CIT Fiscal Unity. The Purchaser shall be given access to such information necessary to determine the accuracy of such opening balance sheet and such calculation of taxable profits or losses. The Sellers shall incorporate into the opening balance sheet and the calculation of taxable profits or losses all reasonable comments the Purchaser may have. Upon agreement between the Purchaser and the Sellers on the opening balance sheet and the calculation of taxable profits and losses, which agreement shall not be unreasonably withheld by the Sellers and the Purchaser, the Sellers and the Purchaser shall prepare and file their respective Tax returns consistent with the aforementioned opening balance sheet and calculation of taxable profits or losses as agreed between the Sellers and the Purchaser.

13.1.3 The parties acknowledge and shall take the position that the Fiscal Unity Target Companies are separated from the CIT Fiscal Unity as per the Closing Date and the Sellers shall cause that the Tax Authorities are timely informed in this respect insofar this is required by law. The Sellers shall cause that the Fiscal Unity Target Companies will not terminate from the CIT Fiscal Unity already on the date of this agreement. The Sellers shall promptly provide the Purchaser with a copy of the subsequent communication/decision by the relevant Tax Authorities.

13.1.4 The Parties have agreed that the effective corporate income tax rate applied in the Closing Balance Sheet shall be five (5) per cent for the Fiscal Unity Target Companies.

13.2 Sellers' conduct

13.2.1 The Sellers shall be responsible for, and have the conduct of preparing, submitting to and agreeing with the relevant Tax authority all Tax documents of the Group Companies, which are required to be filed under Applicable Law or which have been filed in accordance with past practice, to the extent that these are required to be filed on or prior to the Closing Date.

13.2.2 The Sellers shall provide the Purchaser with copies of any draft Tax Return related to a period ending on or before the Closing Date at least five (5) Business Days prior to the due date for filing thereof, for the Purchaser's review. The Sellers shall only be required to provide supporting documentation to the extent reasonably necessary.

13.2.3 Upon request, the Sellers shall assist the Purchaser in preparing any Tax returns, cooperate in preparation for any audits of, or disputes with any Tax authority regarding Tax returns of any Group Company and ensure that the Group has all information, records and documents relating to Tax of the Group for all periods prior to and including the Closing Date.

13.2.4 The Sellers shall provide the Purchaser with such information as the Purchaser may reasonably request in order for the purchaser group to each comply with their obligations arising under the GloBE Rules.

14 Compensation and limitations

14.1 Compensation

14.1.1 Subject to the limitations and qualifications set out in this Agreement, the Sellers shall on a EUR for EUR basis compensate the Purchaser for a Loss actually incurred by the Purchaser as a result of any breach of this Agreement by the Sellers.

14.1.2 The Sellers' obligations under this Agreement shall be joint and several.

14.1.3 The Purchaser shall have the right to set-off any Loss against the Deferred Payment (including, for the avoidance of doubt, the Escrow Amount).

14.1.4 Any set-off against the Deferred Payment or any payment made by the Sellers under this Section 14 shall be deemed as a reduction of the Purchase Price.

14.2 Remedies

The Purchaser's sole remedy for a breach of this Agreement shall be compensation in accordance with Section 14.1. Such remedy shall be exclusive and, consequently, no other remedy, including the right to rescind this Agreement, shall be available to the Purchaser in the event of a breach of this Agreement by the Sellers, whether under the Swedish Sale of Goods Act (Sw. *Köplagen (1990:931)*), any other Applicable Law or otherwise.

14.3 General limitations

14.3.1 The Sellers shall not be liable to compensate the Purchaser for any Loss:

(a) which has been recovered by the Purchaser or its Affiliates from any third party, or for which the Purchaser or its Affiliates otherwise receives compensation, including any amount that may be recovered under a policy of insurance held by a Group Company or the Purchaser or its Affiliates, or which would have been recoverable if the Purchaser or its Affiliates had maintained in force insurance protection no less favourable than that maintained by the Group Companies as at the Closing Date;

(b) to the extent that allowance, provision or reserve has been made in the Closing Balance Sheet in respect of such Loss;

(c) which occurs as a result of any Applicable Law not in force on the Closing Date (or any alteration or repeal of any Applicable Law in force on the Closing Date), or that takes effect retroactively, or occurs as a result of any increase in the tax rate in force on the Closing Date or any subsequent change in the practices of the relevant Governmental Authority or the highest courts (including but not limited to changes in the interpretation of relevant legislation) in force on the Closing Date;

(d) which would not have arisen but for an act, omission or transaction carried out by the Purchaser, or persons deriving title from the Purchaser or any of the Group Companies after the Closing Date or by the Sellers or the Group Companies before the Closing Date at the Purchaser's request or with the Purchaser's consent;

(e) where the Purchaser seeks to recover more than once in respect of the same Loss suffered. In particular, without limitation, the foregoing shall apply where one and the same set of facts qualifies under more than one provision entitling the Purchaser to a claim or remedy under or in connection with this Agreement; or

(f) which relates to any projection or forecast presented to the Purchaser in the course of the due diligence, it being acknowledged that the Purchaser has made its own independent assessment thereof.

14.3.2 Except for Sections 10.14.1 and 10.14.2, the Sellers shall not be liable to compensate the Purchaser for any Loss with respect to a breach of a Warranty if the fact, matter, occurrence or event giving rise to such Loss:

(a) has been set out in this Agreement (including, for the avoidance of doubt, its Schedules);

(b) has been Fairly Disclosed in the Disclosed Information.

14.3.3 A contingent liability shall not constitute a Loss unless and until such contingent liability becomes an actual liability and is due and payable, provided, however, that this shall not operate to exclude liability in relation to a claim made in respect of a contingent liability within the time periods set out in Section 14.5 (*Notice of claim and limitation in time*).

14.3.4 If any Loss that is compensable under this Agreement is a Tax-deductible item for the Purchaser or a Group Company or any of their Affiliates, the compensation payable by the Sellers shall be reduced by the actual tax benefit.

14.3.5 The Purchaser shall take all reasonable action to mitigate any compensable Loss in respect of which a claim could be made under this Agreement including to taking measures to enforce any recovery that can be obtained from a third party.

14.3.6 The limitations on the liability for breach of this Agreement shall not apply to any liability for Losses to the extent such Losses are a result of fraud or wilful misconduct on the part of the Seller Group.

14.4 Limitations in amount

14.4.1 The Purchaser shall not be entitled to compensation for a Loss with respect to a breach of a Warranty (excluding the Fundamental Warranties and Sections 10.14.1 and 10.14.2) unless:

(a) the amount of the individual Loss which is recoverable under this Agreement exceeds EUR 30,000 (provided that this limitation shall not apply to any series of claims or Losses with respect to the same or substantially the same facts or circumstances); and

(b) the aggregate amount of such recoverable Losses equals or exceeds EUR 250,000 provided that the Purchaser shall be entitled to be indemnified for the full amount of the Loss if the Loss equals or exceeds such amount.

14.4.2 The total liability of the Sellers shall in no circumstance exceed twenty-five percent (25%) of the Purchase Price in respect of all breaches of this Agreement (other than breaches of the Fundamental Warranties or the restrictive covenants set out in Section 12.6, for which the aggregate liability of the Sellers shall be limited to the Purchase Price, and the Specific Indemnities set out in Sections 15.1.1(b), 15.1.1(g) and 15.1.1(h), for which the liability caps are set out in Section 15.1.1).

14.5 Notice of claim and limitation in time

14.5.1 The Purchaser shall not be entitled to make a claim under this Agreement unless the Purchaser has given written notice to the Sellers of such claim no later than by eighteen (18) months from the Closing Date, after which point in time the Sellers' liability under this Agreement shall automatically expire.

14.5.2 The limitation in time set out in Section 14.5.1 shall not apply to claims:

(a) for breaches of the Fundamental Warranties or the Warranties set out in Section 10.9 (*Tax*) which may be made until seven (7) years after the Closing Date;

(b) for breaches of the Warranties in Sections 10.14.1 and 10.14.2 which may be made until twenty-four (24) months after the Closing Date; and

(c) for breach of the covenants set out in Sections 12.6 (*Non-Compete and Non-Solicitation*) 17 (*Confidentiality*), which may be made until three (3) months after the expiry of the applicable time limit of such covenant.

14.6 Subsequent recovery

If the Purchaser has been compensated for a Loss by the Sellers, and the Purchaser or the Group Company subsequently has recovered such Loss from a third party, the Purchaser shall repay such amount to the Sellers, or such other person that the

Sellers designates, without undue delay, but no more than the amount for which the Purchaser has been compensated by the Sellers.

14.7 Third party claims

14.7.1 Upon the Purchaser or a Group Company becoming aware of any third party claim, action or demand or matter which may give rise to any Loss for which the Sellers may be liable, the Purchaser shall, and shall procure that the relevant Group Company shall:

(a) immediately, but in no event later than seven (7) Business Days after the Purchaser or any Group Company becomes aware of the relevant fact or set of circumstances, give notice of them in writing to the Sellers, provided that a failure to deliver notice within that such time period shall not prejudice the Purchaser’s rights under the Agreement unless, and only to the extent, the delay in notice has increased the Purchaser’s Loss;

(b) consult with the Sellers in good faith regarding the strategy for disputing, compromising or defending such third party claim prior to taking any material steps in connection therewith;

(c) not make any admission of liability, agreement, settlement or compromise with any third party in relation to any such claim or adjudication, in each case which admits liability for the Sellers, without obtaining the prior written consent of the Sellers;

(d) at all times have due regard to the Sellers' interest in disputing, compromising or defending such third party claim, with a view to minimizing the costs, damages and effects thereof;

(e) not take any action which may have any adverse effect on any insurance policy under which any such third party claim would be recoverable if such action had not been taken; and

(f) give the Sellers and their respective advisors reasonable access to the personnel of the Purchaser and the relevant Group Company, and to any relevant properties, premises, accounts, documents and records, and allow the Sellers and their respective advisors to take copies thereof in order to enable the Sellers and their respective advisors to examine the grounds for such claim.

14.7.2 The Purchaser shall ensure that the Sellers are informed, without undue delay, about any negotiation, dispute or litigation in respect of any third party claim including the developments of the matter, and shall be provided with copies of any correspondence or documentation pertaining to the negotiation, dispute or litigation.

14.8 Escrow

14.8.1 The purchaser under the Betsson SPA shall, on the first Business Day occurring six (6) months from the Closing Date, pay the Escrow Amount to the Escrow Account in accordance with the Escrow Agreement.

14.8.2 The Escrow Amount plus interest accrued on the Escrow Account shall be held in escrow by the Escrow Agent pursuant to the provisions of the Escrow Agreement and this Agreement.

14.8.3 The Escrow Amount shall be released to the Bank Account, subject to Section 14.8.4 below, as follows:

(f) if the Escrow Amount paid to the Escrow Account amounted to EUR 2,000,000, EUR 1,000,000 within ten (10) Business Days of the Sellers having provided evidence reasonably acceptable to the Purchaser that the Canadian Claim does not constitute a potential liability for the Purchaser or any Group Company;

(g) EUR 500,000 is to be released on the first Business Day falling two years from the Closing Date; and

(h) the remaining part, including accrued interest of the Escrow Amount, is to be released on the first Business Day falling three years from the Closing Date.

14.8.4 Any amounts subject to pending claims under this Agreement notified in writing by the Purchaser to the Sellers' Representative and the Escrow Agent prior to the dates set out in clause 14.8.3 above shall, provided that such notification includes reasonable detail of the nature and estimated amount of the claim, be withheld by the Escrow Agent in the Escrow Account until such claim is resolved. In such case, the Escrow Agent shall withhold only the amount corresponding to the claim and release the remainder to the Sellers.

14.8.5 All escrow fees and costs under the Escrow Agreement shall be borne by the Purchaser.

14.8.6 From the date the Escrow Amount is paid to the Escrow Account and until the entire Escrow Amount, including interest, has been released, any payment to be made by the Sellers to the Purchaser in accordance with this Agreement for a breach of (i) any Warranty, (ii) any Fundamental Warranty or (iii) any specific indemnity set out in Section 15.1.1(a)-(g) below shall be paid by the Sellers out of any amount still available on the Escrow Account subject to, and in accordance with, the terms of the Escrow Agreement. In such a case, the Parties undertake to instruct the Escrow Agent to release the amount of such claim to the Purchaser in accordance with the terms of the Escrow Agreement. If the amount still available on the Escrow Account is not sufficient to indemnify the Purchaser in accordance with this Section, the Sellers shall pay the remainder of the amount.

14.8.7 The Parties shall, prior to the Closing Date, provide such information as requested by the Escrow Agent to complete the Escrow Agent's customary know-your-customer procedures in relation to the parties to the Escrow Agreement.

15 Specific indemnities

15.1.1 Notwithstanding anything to the contrary set out in this Agreement, the Sellers shall indemnify and hold harmless the Purchaser and the Group Companies from any and all Loss incurred by the Purchaser or the Group Companies arising out of, in connection with, or resulting from:

(a) the Carve-Out;

(b) any Tax Liability, up to a total aggregated amount of EUR 1,000,000 attributable to any period prior to the Closing Date, relating to:

(i) any failure to duly withhold, declare or pay withholding tax in respect of any payment made by any Group Company to persons or entities resident in another jurisdiction;

(ii) any transactions with any entity located in a Tax Haven;

(iii) the disallowance, in whole or in part, of any costs, expenses or charges incurred by any Group Company for corporate income tax purposes, or the recharacterization of any such costs or expenses as non-deductible;

(iv) the existence or deemed existence of any permanent establishment, fixed place of business or other taxable presence of any Group Company in any jurisdiction other than its jurisdiction of incorporation or it is considered tax resident;

(v) transfer pricing matters, including the absence or inadequacy of transfer pricing documentation or the not compliance of any intragroup transaction with the arm's length principle;

(vi) any failure by the Group Companies to file Tax returns;

(vii) the applicability or non-applicability of, and/or calculation of Taxes under, the Curaçao territorial tax regime;

(viii) any VAT in Curaçao, Malta, Portugal or any other jurisdictions; and/or

(ix) any gaming or gambling tax due by any of the Group Companies;

it being understood that a Tax Liability shall include all reasonable costs and expenses incurred in connection with any action taken in avoiding, resisting, mitigating or settling any such Tax Liability;

(c) Seller Costs, to the extent not already deducted from the Purchase Price;

(d) fines imposed by a Governmental Authority due to deficiencies in the Group's compliance with Data Protection Legislation for the period up until the Closing Date;

(e) an independent contractor engaged by a Group Company prior to the Closing Date being deemed under Applicable Law to be an employee of such Group Company;

(f) the personal data breach that occurred on 24 February 2025 which was reported by Well Played Media to the supervisory authorities in Malta and Canada;

(g) the civil proceedings relating to player restitution claims in Germany and Austria, up to a total amount of EUR 500,000; and

(h) the civil action against Well Played Media in Canada including the indemnity obligation pertaining thereto pursuant to the indemnity agreement between Well Played Media and 2337736 Alberta Inc (Loonio), as notified to the Group in writing prior to the Closing Date and Fairly Disclosed in the Data Room Documents (the "**Canadian Claim**"), up to a total amount of EUR 1,000,000.

15.1.2 The following limitations shall apply to claims under this Section 15:

(a) the aggregate liability of the Sellers under Sections 15(a) and(c) –(f) and under the Sellers' Warranties (other than the Fundamental Warranties) shall not exceed the amount set out in Section 14.4.2;

(b) the Sellers shall not be liable for any claim under this Section 15 unless written notice has been given no later than (i) seven (7) years from the Closing Date in respect of Section 15.1.1(a) and 15.1.1(b), (ii) eighteen (18) months from the Closing Date in respect of Section 15.1.1(g), and (iii) fifteen (15) months from the Closing Date in respect of all other claims;

(c) the limitations set out in Sections 14.3.1(a) (insurance recovery), 14.3.5 (mitigation), 14.6 (subsequent recovery) and 14.7 (third party claims) shall apply *mutatis mutandis* to claims under this Section 15, and no Loss shall be recoverable under both this Section 15 and Section 10 (Warranties) in respect of the same facts or circumstances; and

(d) any amounts recovered under the Betsson SPA in respect of the same facts or circumstances shall be deducted from any amounts recoverable under this Section 15, to the extent required to avoid double recovery.

16 Wrong pocket

16.1.1 To the extent not otherwise regulated in this Agreement, if and to the extent that it is determined at any time after Closing that (i) any assets to be transferred under the Carve-Out have not been transferred to a Group Company; or (ii) any asset or liability which should not have been transferred under the Carve-Out have been transferred to a Group Company (each of (i) and (ii), a "**Wrong Pocket Asset**"), the Purchaser or Sellers, as applicable, shall, and shall cause, as applicable, their respective Affiliates, each at its own cost and expense, to promptly upon written request of the other:

(a) execute all such agreements or other documents as may be necessary for the purposes of transferring, assigning and conveying such Wrong Pocket Asset or the relevant interests in them to the relevant Party (or an Affiliate of such Party), as the case may be;

(b) obtain all consents from persons necessary or appropriate for the purposes of transferring, assigning, and conveying such Wrong Pocket Asset; and

(c) complete all such further acts or things as the relevant Party may reasonably request in order to transfer, assign, and convey such Wrong Pocket Asset to the relevant Party (or an Affiliate of such Party) as the case may be.

16.1.2 Pending the transfer pursuant to Section 16.1.1, the Sellers and the Purchaser shall, and shall cause their respective Affiliates to use their commercially reasonable efforts to co-operate (each at its own expense) in any lawful, contractually permissible and commercially reasonable arrangement designed to (i) provide to the Group all economic benefits of any Wrong Pocket Asset that has not, but should have, been transferred to a Group Company; and (ii) provide to the Sellers, all economic benefits of any of the Wrong Pocket Asset that has been wrongfully transferred to the Group.

17 Confidentiality

17.1 Each Party undertakes not to disclose any Confidential Information unless:

(a) required to do so by Applicable Law or pursuant to any order of court or the competent Governmental Authority or tribunal;

(b) required to do so by any applicable stock exchange regulations or the regulations of any other recognised market place or financial regulatory authority;

(c) such disclosure has been consented to by the relevant Group Company or Party in writing;

(d) such Confidential Information has been made available to the public by other means than breach of this Agreement;

(e) such disclosure of Confidential Information is made in order to, in the best possible way, look after a Party's interests in relation to the other Party as a result of a dispute relating to this Agreement; or

(f) it is disclosed to its Affiliates or their professional advisers who are bound to the Party by a duty of confidence which applies to any information disclosed.

17.2 If a Party becomes required, in circumstances contemplated by Section 17.1(a) or (b) to disclose any Confidential Information, the disclosing Party shall (i) consult with the other Party prior to any such disclosure, and (ii) use its reasonable efforts to ensure that any information disclosed hereunder, to the extent possible, shall be treated confidentially by anyone receiving such information.

18 Announcements

18.1 The Sellers recognise that the Purchaser is a listed company and as such may be required to disclose the Transaction immediately upon signing of the Agreement pursuant to Applicable Law and applicable stock exchange regulations.

18.2 The Sellers shall not make any announcement, release or other publicity activity concerning the Transaction or any related matter without the prior written approval by the Purchaser.

19 Miscellaneous

19.1 Exchange rates

Fiat currencies

19.1.1 If an amount referred to in this Agreement or any amount to be determined or paid pursuant to this Agreement is expressed in any other currency than EUR, such amount shall be converted into EUR using the exchange rate published by the European Central Bank on its web site (https://www.ecb.europa.eu) or, in the absence of such a rate, the closing rate published by Bloomberg (https://www.bloomberg.com) at the relevant date (which, for the purposes of preparing the Closing Balance Sheet and determining the Adjustment Amount shall be the Closing Date).

Cryptocurrencies

19.1.2 If any amount referred to in this Agreement or any amount to be determined or paid pursuant to this Agreement is expressed in a cryptocurrency such amount shall be converted into EUR using the spot rate as of 09:00 CET published by in first hand Bloomberg (https://www.bloomberg.com), and in second hand CF Benchmarks (https://www.cfbenchmarks.com) at the relevant date (which, for the purposes of preparing the Closing Balance Sheet and determining the Adjustment Amount shall be the Closing Date).

19.2 Sellers' Representative

19.2.1 RPH and REH hereby irrevocably appoints REG as their representative (the "**Sellers' Representative**") to represent them, as their true and lawful attorney-in-fact to act for and on behalf of them in all matters relating to or arising out of this Agreement, including:

(a) to negotiate, sign, execute and deliver any document (including any waivers under or any amendments to this Agreement) and taking any action that may be necessary or appropriate in connection with this Agreement;

(b) to enter into and deliver the Escrow Agreement;

(c) to make any requests, consents or waivers to be made by the Sellers to the Purchaser;

(d) to receive funds (including receipt of the Purchase Price), make payments of funds and give receipt for funds;

(e) to agree, compromise and settle any claim by the Purchaser against the Sellers under this Agreement;

(f) to give or receive any notice or notification in any form to be given under this Agreement; and

with the effect that any action or measure taken by the Sellers' Representative shall be binding on all Sellers and any notice or notification to or by any of the Sellers' Representative shall be deemed a notice to or by both Sellers.

19.2.2 Neither Seller shall act under this Agreement other than through the Sellers' Representative. The Purchaser shall be entitled, in its sole discretion, to have regard only to, and rely upon and act in accordance with, without any liability to any Party for having relied or acted thereon, actions undertaken or notices, including requests, elections or proposals issued by the Sellers' Representative. Service of any notice or other communication to the Sellers' Representative shall be deemed to constitute valid service thereof to the Sellers.

19.2.3 The Sellers' Representative shall not be liable to any Seller for any act done or omitted hereunder as the Sellers' Representative while acting in good faith and any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of such good faith. All fees and expenses of the Sellers' Representative shall be paid by the Sellers in proportion to their pro rata portion of the Purchase Price.

19.3 Notices

19.3.1 Any notice or other communication under this Agreement shall be in writing and in the English language, be sent by courier or email and shall be deemed to have been received by a Party:

(a) if delivered by courier, on the day of delivery;

(b) if sent by email, when receipt is confirmed by the recipient (read/delivery receipt, auto reply's and other automatically generated email shall not constitute a confirmation of receipt).

19.3.2 All notices and other communications under this Agreement shall be addressed in accordance with the following (or such other address as may be given by written notice in accordance with this Section 19.3.2):

If to the Sellers' Representative:	**Rhino Entertainment Group Ltd**
For the attention of:	Ross Parkhill
Address	Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta
Email:	ross.parkhill@rhinoent.net
And with a copy to (not serving as a notice):	**Advokatfirma DLA Piper Sweden KB**
For the attention of:	Mathias Berggren
Address	Sveavägen 4 PO Box 7315 103 90 Stockholm
Email:	mathias.berggren@se.dlapiper.com
If to the Purchaser:	**Alta Platform Holdings Limited**
For the attention of:	Rachel Drago

Address	Level 1, Phoenix Business Centre, Triq IL-Ferrovija (Old Railway Track), Santa Venera, SVR 9022, Malta
Email:	rachel.drago@altapg.com
And with a copy to (not serving as a notice):	**Gernandt & Danielsson Advokatbyrå KB**
For the attention of:	Fredrik Palm and Oscar Anderson
Address	Hamngatan 2 P.O. Box 5747 114 87 Stockholm Sweden
Email:	fredrik.palm@gda.se and oscar.anderson@gda.se

19.4 Costs and expenses

Each Party shall bear its own costs and expenses, including without limitation fees and expenses of its advisors, in relation to the Transaction and no Group Company shall pay or bear any such costs or expenses.

19.5 Amendments

Any amendments to this Agreement shall be in writing and shall have no effect unless signed by the Parties.

19.6 No waiver

Failure by any Party at any time to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provisions, and the waiver by any Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any subsequent breach of such provision or waiver by such Party of any breach of any other provision hereof.

19.7 Severability

If any part of this Agreement is held to be invalid or unenforceable, such determination shall not invalidate or affect any other provision of this Agreement; the Parties shall enter into an agreement to replace any part of this Agreement so held to be invalid or unenforceable with an enforceable and valid provision reflecting the intention of the invalid or unenforceable provision as close as possible. The failure of the Parties to reach an agreement on a replacement provision shall not affect the validity of the remaining part of this Agreement.

19.8 Entire agreement

This Agreement supersedes all prior agreements and understandings, written and oral, between the Parties with respect to its subject matter and constitutes the entire agreement between the Parties.

19.9 Assignment

No Party may assign, sub-contract, or otherwise transfer, pledge or grant any other security interest in or over any rights or obligations under this Agreement without the prior written consent of the other Party, except that the Purchaser may assign in whole or in part the benefit of this Agreement or otherwise transfer, pledge or grant any other security interest in, or over, its rights under this Agreement to a third party provided that such assignment, transfer, pledge or granting of any other security interest does not prejudice the rights or increase the obligations or liabilities of the Sellers under this Agreement.

20 Governing law and disputes

20.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden without taking into account its conflicts of law principles.

20.2 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration tribunal shall be composed of three arbitrators. The place of arbitration shall be Stockholm and the arbitral proceedings shall be conducted in the English language.

20.3 Arbitration initiated with reference to this Section 20 shall be treated as confidential by the Parties and may not be disclosed to third parties without the other Party's approval. Such confidentiality includes all information which is disclosed in the course of the arbitration as well as decisions and awards rendered as a result of the arbitration. A Party shall, however, not be prevented from disclosing such information in situations referred to in Section 17.1(a) through (f).

* * *

This Agreement has been executed electronically and each Party has received a digital copy.

Rhino Entertainment Group Ltd

Ross Parkhill

Rhino Entertainment Holdings Ltd

Ross Parkhill

Rhino Planet Holdings Limited

Ross Parkhill

Alta Platform Holdings Limited

Rachel Drago,
by Power of Attorney

Schedule 2.1– Group Companies

(A) Directly Purchased Group Companies				
Name	**Jurisdiction**	**Corporate Identification Number**	**Registered Address**	**Shareholder**
Purple Moon Limited	Malta	C 108536	Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta	REG
Privado Limited	Cyprus	HE 417876	Chytron, 1, Flat/Office 301 1075, Nicosia, Cyprus	REG
Play Well Media Limited	Malta	C 101422	Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta	Rhino Planet Holdings Limited
Pink Saturn Ventures Limited	Malta	C 110187	Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta	REG
Rhino Entertainment Ltd	Malta	C 94779	Spinola Park, Level 4 South, Triq Mikielang Borg, San Giljan, SPK 1000, Malta	REH
Rhino Services Limited DOOEL Bitola	North Macedonia	7528892	Mitropolitska Street, No. 13b, Bitola, North Macedonia	REH
(B) Indirectly Purchased Group Companies				
Planeta Plateado Sociedad de Responsabilidad Limitada	Costa Rica	3-102-925333	Province 06 Puntarenas, Canton 11 Garabito, Jacó, Centro Comercial Sunset Plaza, Bufete Law Firm	Pink Saturn Ventures Limited
White Star B.V.	Curaçao	153150 (0)	Korporaalweg 10, Curaçao	Pink Saturn Ventures Limited
Silver Planet B.V.	Curaçao	165861	Zuikertuintjeweg Z/N, Curaçao	Pink Saturn Ventures Limited

Verification

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ALTA - Project Gattuso - Share Purchase Agreement (Execution version)(7184457.2) Main document 67 pages Initiated on 2026-03-12 07:41:52 CET (+0100) by Joel Olsson (JO) Finalised on 2026-03-12 07:45:56 CET (+0100)	Schedule 3.1(a) - Accounts - PWM.pdf Attachment 1 31 pages Not merged with the main document Attached by Joel Olsson (JO)
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Schedule 3.1(a) - Accounts - SP.pdf Attachment 4 6 pages Not merged with the main document Attached by Joel Olsson (JO)	Schedule 3.1(a) - Accounts TB small 2025.pdf Attachment 5 1 page Not merged with the main document Attached by Joel Olsson (JO)
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Project Gattuso_TSA_Schedule_TS_Final.pdf
Attachment 33
20 pages
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Signatories

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rachel.drago@altapg.com

Signed 2026-03-12 07:44:45 CET (+0100)

Ross Parkhill (RP)
ross.parkhill@rhinoent.net

Signed 2026-03-12 07:45:56 CET (+0100)

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